

STAFF REPORT

DATE: December 15, 2009

TO: City Council

FROM: Bill Emlen, City Manager
Paul Navazio, Assistant City Manager
Melissa Chaney, Human Resources Administrator

SUBJECT: Davis Firefighters Local 3494 Memorandum of Understanding

Recommendation

Approve the attached resolution adopting a new Memorandum of Understanding for Davis Firefighters Local 3494, which would implement a three-year labor contract.

Fiscal Impact

The proposed three-year contract has a total cost of \$20,064,414. This is a cumulative reduction of \$886,586, or 4.23%, from what was originally included in the baseline budget projections over the course of the contract.

Background and Analysis

The national, state and local economies have been and continue to be in a recession. This has had a significant effect on local government budgets. The city of Davis has already cut \$3.5 million from its General Fund for FY 09-10 and may face further shortfalls, particularly if the State continues to shift local government funding to cover their shortfalls. The City continues to be faced with making difficult budget decisions which ultimately affect the community and the citizens we serve. It is also having real and significant effects on city employees. To that end the City has been negotiating with the groups to complete new labor contracts for the remainder of FY 09-10 and beyond to provide needed savings while maintaining a fair compensation system for our employees.

At budget adoption, the City Council set a goal of \$1.25 million of potential savings the City needed to achieve through the labor negotiations process. This aligned with the fact that labor contracts for four of the City's bargaining units expired July 1, 2009. Until the Council ratifies a new contract, the existing contract remains in place.

The Firefighters Local 3494 early on expressed a willingness to make changes to their contract that would contribute to the City's efforts to achieve a degree of financial stability during difficult economic times. After several months of negotiations, the end result is a three-year contract that achieves both structural and economic savings. As described below, the structural changes include changes to the vesting for retiree medical benefits and a cap on cafeteria cash-out provisions. These changes will help reduce the City's long-term unfunded financial liability

and provide additional stability in budget forecasting. The overall level of savings anticipated this year from this contract exceeds the firefighters' proportionate share of General Fund savings built into the current budget from reduced personnel costs.

In accordance with the authority granted the City Council, the attached Memorandum of Understanding for the Davis Firefighters Local 3494, is presented for consideration. The pertinent details are as follows:

Term of Agreement

The proposed MOU is for a three (3) year agreement commencing July 1, 2009 and ending June 30, 2012. The three-year terms provides certainty and stability, both for the City and for the Union. A multi-year contract enhances the City's ability to plan for and provide services and to budget more accurately.

Compensation

The City and the Union agree that the following shall be the salary decrease percentages for the term of this agreement:

- 6.0% salary decrease off July 1, 2009 hourly rate, effective December 16, 2009 through June 30, 2010.
- 4.0% salary decrease off July 1, 2009 hourly rate, effective July 1, 2010 through June 30, 2011
- 3.0% salary decrease off July 1, 2009 hourly rate, effective July 1, 2011 through June 30, 2012

To be clear, the percentage decreases are based on this year's salaries, beginning immediately and continuing through the duration of the contract. For example, a Firefighter II at a Step 3 currently earns \$7,028 per month. As per the MOU agreement, the new monthly rate would be approximately \$6,605 for the same position for the remainder of this fiscal year. That rate would equal \$6,746 in FY 10-11 and \$6,816 per month in FY 11-12.

The salary terms in the contract represent actual decreases to existing salaries, rather than foregoing new salary increases and depicting them as decreases, as we have seen in a number of other cases with labor contracts cited in various news services.

In addition to the salary decreases, the City and Union have agreed that the following shall be the salary total compensation percentage increases for the term of the contract:

Effective July 1, 2010 CITY will contribute a total of 1.5% Total Compensation Increase to cover CalPERS retirement benefit and medical increases. Any unused portion will be applied to the retiree medical unfunded liability. The employee will not receive any of this compensation in salary.

Effective July 1, 2011 CITY will contribute a total of 2.0% Total Comp Increase to cover CalPERS Retirement benefit and Medical increases. Any unused portion will be applied

to the retiree medical unfunded liability. The employee will not receive any of this compensation in salary.

If the above Total Compensation Increases are not enough to cover CalPERS retirement benefit and medical increases, the Union agrees to an hourly rate decrease to cover any shortfall. In other words, if benefit costs increase, the City will pay up to the equivalent of a 1.5% increase in the total compensation (salary plus benefits) for FY 10-11 and up to a 2% increase for FY 11-12. Any cost increases beyond that are paid by the employee.

Retiree Medical Benefit

The City proposes to implement the standard CalPERS vesting for current and future employees for retiree medical benefits. Once an employee has 10 years of service with a PERS agency or agencies, a minimum of five which must be with the city of Davis, then the employee receives 50% of the benefit level. The percentage paid by the City increases 5% with each year of service after that, until the full benefit is attained at 20 years of service with a CalPERS agency/agencies, at least 5 years of which must be with the city of Davis. This benefit is in line with the standard state CalPERS benefit.

Cafeteria Cash-out Provision

The current contract provides a cash payout to any employee not taking the full health insurance allowance. The new contract would set the cash-out provision at 80% of the current Cafeteria Benefit levels (Kaiser +2) for the duration of the contract. The medical/dental benefit itself is not changed.

The new contract includes a provision to allow for any portion of the cafeteria benefit remaining after cash-out to be converted to longevity pay for employees with 25 years or more City of Davis service. Longevity pay is included as part of salary calculations for retirement.

Attachments

1. Resolution
2. Memorandum of Understanding for Davis Firefighters Local 3494

RESOLUTION NO. 09-XXX, SERIES 2009

**A RESOLUTION ADOPTING MEMORANDUM OF UNDERSTANDING
WITH
DAVIS FIREFIGHTERS LOCAL 3494**

WHEREAS, the City Council of the City of Davis, pursuant to California Government Code section 3500 et seq., enacted an employer-employee relations policy with its adoption of Resolution No. 1303, Series 1973, dated June 26, 1973; and

WHEREAS, under the terms of that policy the City Manager and his representatives and representatives of the DAVIS FIREFIGHTERS LOCAL 3494, the recognized employee organization for the Fire Department General Unit, as designated in said resolution, have met and conferred in good faith; and

WHEREAS, these parties have reached agreement on matters relating to the employment conditions of the said employees, as reflected by the written Memorandum of Understanding which is attached hereto and made a part hereof; and

WHEREAS, this Council finds that the provisions and agreements contained in said Memorandum are fair and proper and in the best interest of the City; and

WHEREAS, the Davis Fire Department General Employees have previously ratified the terms and conditions of this memorandum.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davis that the terms and conditions contained in said Memorandum of Understanding are hereby adopted.

PASSED AND ADOPTED by the City Council of the City of Davis this 15th day of December, 2009 by the following vote:

AYES:

NOES:

Ruth Uy Asmundson, Ph.D.
Mayor

ATTEST:

Zoe S. Mirabile, CMC
City Clerk

FIRST AMENDMENT
TO
MEMORANDUM OF UNDERSTANDING

That certain Memorandum of Understanding between the City of Davis and the Davis Professional Firefighters Local 3494, adopted by Resolution No. 7605, Series 1995, is hereby amended as attached.

Dated:

City of Davis

Davis Professional Firefighters, Local 3494

By:

By:

William Emlen, City Manager

Robert Weist, President

Stephen Phillips

Joseph Tenney

MEMORANDUM OF UNDERSTANDING
WITH
FIRE DEPARTMENT GENERAL UNIT

This Memorandum of Understanding is made and entered into between the EMPLOYEE RELATIONS OFFICER OF THE CITY OF DAVIS, hereinafter referred to as "CITY", and the DAVIS FIREFIGHTERS LOCAL 3494, hereinafter referred to as "UNION", pursuant to California Government Code Sections 3500 et seq., and the City of Davis Resolution No. 1303, Series 1973, dated June 26, 1973.

The parties have met and conferred in good faith regarding employment terms and conditions of the employees in the above-referenced unit as designated in the aforesaid City of Davis resolution; and, having reached agreement on changes to be made in employment benefits and conditions for the four year period commencing June 20, 2005 and ending June 30, 2009, as hereinafter set forth, shall submit this Memorandum to the City Council with the joint recommendation that that body resolve to adopt its terms and conditions and take such other or additional action as may be necessary to implement its provision.

SECTION 1

TOTAL COMPENSATION/SALARY SCHEDULES

A. CITY and UNION agree that the following shall be the salary decrease percentages for the term of this agreement:

6.0% salary decrease off July 1, 2009 hourly rate, effective December 16, 2009 through June 30, 2010.

4.0% salary decrease off July 1, 2009 hourly rate, effective July 1, 2010 through June 30, 2011.

3.0% salary decrease off July 1, 2009 hourly rate, effective July 1, 2011 through June 30, 2012.

CITY and UNION agree that the following shall be the total compensation* (as defined below) percentages increases for the term of this agreement:

Effective July 1, 2010 CITY will contribute a total of 1.5% of Total Compensation to cover CalPERS Retirement benefit and Medical/Dental premium increases. Any unused portion of the 1.5% remaining after covering these retirement and benefit premium increases will be applied to the CITY's retiree medical unfunded liability for Local 3494 employees. None of this City contribution shall be used for salaries.

Effective July 1, 2011 CITY will contribute a total of 2.0% of Total Compensation to cover CalPERS Retirement benefit and Medical/Dental premium increases. Any unused portion of the 2.0% remaining after covering these retirement and benefit premium increases will be applied to the CITY's retiree medical unfunded liability for Local 3494 employees. None of this City contribution shall be used for salaries

If the Total Compensation percentage contributions above are not sufficient to cover CalPERS Retirement benefit and Medical increases, UNION agrees to an additional hourly rate decrease in an amount sufficient to cover any shortfall.

*Total compensation for purposes of the CITY contribution to this MOU is defined as the budgeted amount for a Firefighter I/II and Fire Captain. "Budgeted amount" means the total actual gross amount budgeted for all approved positions in the specified category in the particular fiscal year described. For example, if the total actual budgeted amount for Firefighter II for 2009-2010 is \$139,686.20, and 1.5% would be \$2,095.29.

- B. The Firefighter Trainee classification shall continue to be TEN PERCENT (10%) below STEP ONE (1) of the benchmark classification of Firefighter I.
- C. The salary differential between Fire Captain and Firefighter II shall be 15%.
- D. Salary schedule (Exhibit A-1) reflects the actual hourly, bi-weekly, estimated monthly, and annual salary amounts derived from the December 16, 2009 salary.
- E. Salary schedule (Exhibit A-2) shall be prepared to reflect the actual hourly, bi-weekly, estimated monthly, and annual salary amounts derived from the July 1, 2010 salary.
- F. Salary schedule (Exhibit A-3) shall be prepared to reflect the actual hourly, bi-weekly, estimated monthly, and annual salary amounts derived from the July 1, 2011 salary.
- G. The CITY and the UNION agree to commence contract negotiations no later than December 1, 2011, with the goal of reaching agreement on a successor MOU prior to expiration of this Agreement.
- H. The CITY and the UNION have agreed that the following components have been used and will be used in the future in determining total compensation: top step salary, retirement, vacation after 5 years of service, in-lieu of holiday pay, sick leave, bereavement leave, health, dental, life insurance, long term disability, uniform allowance, paramedic pay, vision insurance, longevity, educational incentive, deferred compensation, bilingual pay an any other items that contribute to the total compensation of a Firefighter I. The provision of Internal Revenue Code 414(h)(2) and PERS 3%@50 retirement plan are included as part of the total compensation.

SECTION 2

RETIREMENT (PUBLIC EMPLOYEES RETIREMENT SYSTEM)

A. Type of Retirement

CITY agrees to implement the retirement program commonly known as "3% at 50" public safety retirement. The "last highest year" basis for retirement computation pursuant to California Government Code Section 20042. shall continue. The effective date of this provision will be the first day of a pay period following City Council action and PERS acceptance of required resolutions.

B. P.E.R.S Survivors' Benefits Payments

CITY shall continue to provide for the "Fourth Level" Survivors' Benefits payments, pursuant to Section 21574 of the Government Code. CITY and UNION agree that this increased benefit is, currently, granted at no cost to CITY or UNION.

C. Sick Leave At Retirement

CITY agrees, at no cost to employees, to provide that unused accumulated sick leave shall be credited as time in service at the time of retirement. Employee eligibility and the credit formula for this benefit shall be in accordance with the current provisions of State law (Government Code Section 20965).

If the employee has reached the maximum retirement benefit, then the CITY agrees to pay the employee for half of their accrued sick leave at the time of retirement.

D. I.R.S. Tax Exemption

The CITY agrees to continue to offer federal Internal Revenue Code Section 414(h)(2) that was implemented during a previous MOU.

SECTION 3

HEATH AND WELFARE BENEFITS

In accordance with “The City of Davis Felixible Benefits Plan” adopted November 21, 2006, the city provides a 125 Flexible Benefit Plan ("thePlan") . The regular and intended effect of the implementation of the Plan, under current law, is to enable employees to choose between (a) the receipt of benefits which are not subject to either State or Federal income tax or (b) a cash benefit which is subject to tax, but is not included in the employees hourly rate. The details of Plan eligibility and operational requirements are set forth in the Plan documents.

SECTION B CITY § 125 BENEFIT CONTRIBUTION

1. The CITY will make available to each covered employee a monthly amount equal to the sum of the following health and dental benefits. This amount can be used to either pay for the health and benefit premiums . Alternatively, upon proof of alternative health coverage and compliance with any related Plan requirements, an employee who does not participate in the City’s health and dental plans may take eighty percent (80%) of the City's contribution amount for health and dental premiums as cash in lieu subject to all applicable taxes and withholdings. Employee’s who participate in the City’s health and/or dental plan and do not use the entire City contribution amount may receive eighty (80%) of the balance cash in lieu subject to all applicable taxes and withholdings. Employees with 25 years of service or more can convert the cafeteria cash out amount to longevity pay, which will be included as taxable income to the employee.

HEALTH BENEFITS CONTRIBUTION

Effective January 1, 2010, and continuing for the term of this AGREEMENT, CITY shall contribute towards each UNION member's cafeteria benefit plan an amount equal to the premium for the group health insurance plan available from Kaiser-Bay Area for an employee and two or more dependents sponsored by the CITY through Public Employees Retirement System. These premiums are scheduled to change January 1 2011 and, January 1, 2012, and the CITY will change its health insurance contributions on the same schedule.

The following CalPERS health care programs are currently offered:

Blue Shield HMO	PERS Care
Kaiser	PERS Choice
Western Health Advantage	

DENTAL BENEFITS CONTRIBUTION

Effective January 1, 2010, and continuing for the term of this AGREEMENT, CITY shall contribute towards each UNION member's cafeteria benefit plan the total monthly premium, for the term of this contract for the CITY'S self-funded dental plan for employee with two or more dependents. CITY will continue to include unmarried dependents through age 22 consistent with the CITY'S health benefits, in the dental insurance program.

2. The CITY will make available to each covered employee a monthly amount equal to the sum of the following life and long term disability insurance benefit payments. Participation in the life insurance and long term disability insurance is mandatory and these premiums may not be taken as cash in lieu.

LIFE INSURANCE

Effective January 1, 2010, and continuing for the term of this AGREEMENT, CITY shall contribute towards each UNION member's cafeteria benefit plan the amount to purchase a \$30,000 policy. Purchase of this policy is mandatory.

This policy will carry an accidental death and dismemberment (AD&D) rider. The AD&D rider provides a benefit of up to \$30,000 subject to the terms and conditions of the policy.

LONG TERM DISABILITY BENEFIT

The CITY shall provide long (LTD) term disability insurance coverage for all employees. Effective January 1, 2010, and continuing for the term of this AGREEMENT, CITY shall contribute towards each UNION member's cafeteria benefit plan the amount to purchase the Long Term Disability Benefit provided in City of Davis Self-Insured Long Term Disability Plan. Purchase of this policy is mandatory.

Current Benefits

Up to 66 2/3% of the monthly salary. Payments to be paid during the disability until age 65. See City of Davis Self-Insured Long Term Disability Plan passed and adopted by City Council on December 5, 2001.

Waiting Period

Benefits shall begin 30 calendar days after occurrence.

3. The CITY agrees to make available to each covered employee the following optional benefits. Participation in these benefits is optional, and there will be no additional contribution by the CITY to purchase these benefits.

SUPPLEMENTAL LIFE

The CITY shall make available to all represented employees the option to purchase supplemental term life and accidental death and dismemberment insurance, at no cost to the CITY, subject to the insurance carrier's additional premiums, conditions and/or requirements. Optional coverage shall be in increments of \$10,000. The option to increase or decrease coverage shall be exercisable during open enrollment periods.

FLEXIBLE BENEFIT PLANS

IRC § 125 provides additional tax advantages, allowing for the establishment of individual employee savings accounts called Flexible Spending Accounts (FSA). This alternative allows EMPLOYEES to cover the following on a pretax basis at no cost to the CITY:

1. Uncovered Health Care Expenses up to \$2,000
2. Dependent Care Expenses up to \$5,000

VISION CARE

City shall continue to make vision care available to the UNION, at no cost to the CITY.

Amounts will be made available to the employee to pay premiums for enrollment of the employee and his/her dependents in CITY sponsored health and dental insurance programs of the employee's choice. Enrollment of the employee and his/her dependents in CITY sponsored health programs is mandatory unless proof of acceptable current alternate coverage is presented. Any amount in excess of the premiums required for the health and dental insurance coverage selected by the employee will be added to the employee's gross pay prior to income tax withholding and paid with bi-monthly paychecks.

Once enrolled in a cafeteria distribution plan, employees will only be permitted to modify the plan on the same basis as changes are permitted in health and dental insurance plans, that is, during open enrollment periods and when the employee's dependent status changes.

SECTION 4

INSURANCE FOR RETIREES

A. Medical Benefits For Retirees

Effective January 1, 2010, and continuing for the term of this AGREEMENT, CITY shall contribute to eligible retirees an amount up to 100% of the premium for the group health insurance plan available from Kaiser-Bay Area for a retired employee and two or more dependents sponsored by the CITY through Public Employees Retirement System. The percentage of City contribution available to any retiree is subject to the vesting requirements below.

Effective July 1, 2010 CITY and UNION agree to implement CalPERS Retiree Medical Vesting for all current and new employees. CITY to set contribution to Kaiser - Bay Area.

To be eligible for post retirement health benefits, an employee must complete at least five (5) years of PERS-credited service with the City of Davis. Employees who retire from the City of Davis after meeting the service requirement stated above who have at least ten (10) years of PERS-credited service will receive a CITY contribution towards their post-retirement health benefits as follows:

Total Credited Years Years of Service	Percent of City Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

Employees who have PERS-credited service through other agencies must complete at least five (5) years of service with the City of Davis and retire from the City of Davis to be eligible for post-retirement health benefits. However, once an employee has completed five (5) years of service with the City of Davis, their eligibility for post retirement health benefits will include all years of PERS-credited service.

B. Dental Benefits For Retirees

Subject to carrier eligibility requirements and limitations, the City shall make available to retirees, at their own expense, dental coverage for the retiree and two or more dependents, at the same total monthly premium for the group dental insurance program sponsored by the CITY.

SECTION 5

PERSONAL SICK LEAVE

A. Intent

Sick leave shall not be considered as a right to be used at the employee's discretion, but shall be allowed only in case of necessity and actual personal or family illness or disability.

B. Eligible Members

Sick leave with pay may be granted to all probationary employees after one month of service, and to all regular and specially-funded employees within the unit.

C. Computation

For purposes of computing sick leave, a work day shall be considered as one-fifth (1/5) of the number of working or duty hours in the established work week for each employee.

D. Rate Earned

Sick leave shall be earned at the rate of one work day (11.2 hours) for each calendar month of service.

E. Notification of Supervisor

In order to receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor or other appropriate Department person prior to 0800 hours of the day the employee is scheduled for duty.

F. More Than One Day

When the absence is for more than one shift or working day, the employee may be required to file a physician's certificate or personal affidavit with the Department Head stating cause of absence.

G. Sick Leave Use

1. Employee may use sick leave when an employee's presence is required elsewhere because of illness or disability, or death of members of the employee's immediate family.
2. The employee's spouse/domestic partner or a child under age 18, or any of the following who resides with the employee or who is dependent on the employee for care and transportation: a child over eighteen (18) years of age, a parent, a grandparent, a sibling, parent in-law.

H. Unused sick leave may be accumulated.

I. No payment shall be made for unused sick leave at termination of employment whether voluntary or involuntary, except that upon retirement under P.E.R.S (Public Employees Retirement System), unused sick leave shall be treated as additional time in service for the purpose of computing retirement benefits. If the employee has reached the maximum retirement benefit, then the CITY agrees to pay the employee for half of their accrued sick leave at the time of retirement.

SECTION 6

COMPENSATION FOR OVERTIME SHIFT EXTENSION AND CALL BACK

Compensation for overtime, shift extension and call back shall be paid to employees covered by this agreement as follows:

A. Fair Labor Standards Act Provision

For purpose of this provision, hours worked in excess of 204 in any 27-day duty cycle shall be considered overtime. For purposes of this provision, any hours during which the employee is paid leave time, holiday-in-lieu time, vacation time, sick leave time, jury leave time, military leave time, injury leave time, or any other approved leave time shall count as hours worked by the employee. This section does not affect management's inherent right to direct the work of the employee and to control the number of hours worked.

B. Shift Extension

Except as otherwise provided herein, when an employee is held over past the regularly scheduled duty, the employee shall be paid time and one-half for that period. This time shall be calculated in half-hour increments for each 30 minutes or fraction thereof.

C. Recall for Emergencies

When an employee is recalled to duty which is not regularly scheduled duty, the employee shall be paid time and one-half with a minimum of four hours, except that when an employee recalled is scheduled for duty within the next hour or less, overtime (time and one-half) shall be paid for actual time between the time of recall and the commencement of regular duty. If such employee works more than four hours, such time in excess of four hours shall be paid at time and one-half. The time in excess of four hours shall be calculated in half-hour increments for each 30 minutes or fraction thereof.

D. Recall for Non-Emergencies

Notwithstanding any other provision of this section, when an employee is recalled or held over past the regularly scheduled duty for regularly scheduled non-emergency duty (for example, school or training session), which duty lasts less than one day, such employee shall be paid time and one-half for the period. In the event an employee is held over, the time shall be calculated in half-hour increments for each 30 minutes or fraction thereof. In the event an employee is recalled, the employee shall be paid a minimum of four hours. The time in excess of four hours shall be calculated in half-hour increments for each 30 minutes or fraction thereof.

E. Special Duty Assignments

In the event an employee is assigned to special duty (for example, fire prevention), the performance of which requires or would be facilitated by a work schedule other than that usually worked by the employee, the Fire Chief, in his/her sole discretion, shall be authorized to modify the employee's work schedule to accommodate the special duty or to avoid the employee working more than the 204 hours in any 27-day duty cycle, provided that the special duty does not cause the employee to work in excess of 204 hours in any 27-day duty cycle. Such special duty shall be compensated at straight time.

F. "Regularly Scheduled" - Definition

For purposes of this section, "regularly scheduled" refers to duty which is scheduled and for which notice is verbally transmitted to affected employees and is posted on the departmental bulletin board at least 96 hour in advance.

G. Compensation

Employees shall be compensated for overtime, call back or shift extension on a monetary basis; such payment to be included on the pay warrant covering the salary period during which the overtime, call back or shift extension took place.

SECTION 7

HOURS/DUTY SCHEDULE

A. Gross Duty Hours

It is agreed that the gross scheduled duty week/year, inclusive of holiday, vacation, and other paid time-off benefits, for the Firefighter I, Firefighter II and Fire Captain classifications shall be as follows:

1. The gross scheduled average duty week shall be 56 average gross scheduled duty hours per week, which approximates 2,912 hours per year.
2. Holiday and vacation benefits, and sick leave and other paid leave time, shall continue to be administered pursuant to this MOU and the City's Personnel Rules. However, notwithstanding any contrary provision of the Personnel Resolution, in the case of in-lieu-of-holiday time, the factor of 12 days (134.4 hours) shall be used. In addition to the above In-Lieu-of-Holiday hours, employees shall be granted two additional In-Lieu-of-Holiday days (22.4 hours) which shall be paid mandatory on the first pay period of December of each year. Employee shall receive time off for the remaining holidays. In cases of hardships, upon approval of the Fire Chief, the employee may receive payment for a maximum of 6 holidays or any portion there of. In the case of in-lieu-of-holiday time, employees shall also be credited with 11.2 hours for every day proclaimed by the Mayor of the City as a public holiday.
3. The holidays compensated for by this MOU are every day proclaimed by the Mayor of CITY and:

New Years Day	Veterans Day
Martin Luther King Jr. Birthday	Thanksgiving Day
Washington's Birthday	Day After Thanksgiving
Fourth of July	Christmas Eve
Memorial Day	Christmas Day
Labor Day	New Year's Eve

B. Duty Schedule

1. It is agreed that the Firefighter I, Firefighter II and Fire Captain classifications shall be on duty nine 24-hour tours of duty during a 27-day work cycle. They shall report for duty at 0800 hours and cease duty at 0800 hours the following day. The basic duty schedule shall be as follows:

"X" denotes tour of duty.
"O" DENOTES OFF DUTY.

XOXOXOOOXXOXOXOOOXXOXOXOOO

2. Firefighter/Trainee classification shall be on duty, for training, five eight-hour days per week.
3. This section does not affect Fire Chief's inherent right to direct the work of the employee and to control the number of hours worked.
4. This section does not affect the Fire Chief's right to rotate individual shift personnel as he/she deems necessary to provide for efficient department operation (i.e. vacation relief, schools, training, etc.).
5. Revisions to this section may be made with the approval of both Fire Chief and UNION representatives.

SECTION 8

RECALL: TWELVE HOURS OR MORE

A. Purpose

The purpose of the Recall List is to keep a record of those regular full-time employees who were requested to work for a period of twelve hours or more on an overtime basis.

B. Responsibility

It shall be the responsibility of the Company Officer or Acting Captain at the Headquarters station to see that the Recall List is maintained in accordance with the following procedures.

C. General

1. The Captains will offer overtime for the entire 24 hours. The person accepting may choose to split time up with another person. If you do split time, the person you gave the time to is responsible to call the Captain right away and verify that he/she has taken some of the overtime. The original person called is ultimately responsible for the entire 24 hours. Only the original person taking the overtime will have their box marked.
2. A call shall also be placed to those on vacation leave or otherwise believed to be unavailable.
3. Personnel may work a maximum of 72 consecutive hours. In extraordinary emergencies these hours may be extended by the Fire Chief.

D. Call Back List

1. A new list shall be established on July 1 and January 1 of each year.
2. When personnel are on parental leave, extended jury leave, military leave, light duty, LTD, strike team, or special assignments, recall boxes shall be marked at the level equal to the next person with the least number of recall boxes marked.
 - a. New personnel shall be placed at the bottom of the recall list at the time they are assigned to a shift. Recall boxes for the new personnel shall be marked at the level equal to the next person with the least number of recall boxes marked.
3. The procedure for preparing a new recall list shall be as follows:

- a. There shall be a separate list for each shift for Fire Captains and Firefighters;
- b. Each list shall be established by random drawing of names on the above dates by the on-duty Captain at Headquarters station and witnessed by a UNION member.

E. Procedures

The following procedures for filling out the Recall List shall be strictly adhered to when recalling personnel:

1. The recall list shall be completed in ink. If a mistake is made only the Shift Officer may correct and initial the error.
2. The first individual to be recalled shall be the off-duty individual with the least number of filled recall boxes.
 - a. If you are unable to make contact with the Captain or Firefighter you called, page that person using the telephone paging system. Wait at least 5 minutes, if there is no response from that person, call the second individual eligible for recall. When answering machine is available, leave message.
3. Enter the date in the empty box when a member has been telephoned or paged, even for those who refuse to come in or those who did not answer their telephone.
4. Selection shall continue down the list to the next individual(s) with the least filled boxes until all have been called. At that point, start at the top name on the list. If all names on the list have an equal number of filled-in boxes or no boxes have been filled in, then start at the top name on the list.
5. When a Captain is absent and there are sufficient personnel on duty, if there is a designated Acting Captain on duty the Acting Captain shall assume command. There is no need to recall in this situation.
6. When two personnel (a Captain and a Firefighter) are off duty and a Captain creates an overtime situation, an attempt to recall a Captain shall be made. If no Captain wants the recall, the Firefighters shall be offered the recall. If no Firefighter accepts the recall, then a Captain shall be required to accept the recall.
7. In the event no person accepts recall, either days or nights, the person with the least number of filled recall boxes that is contacted shall be required to work the full 24 hour shift.
8. While on vacation, members shall not be required to accept recall, however, recall shall be offered in accordance with these procedures.

9. The position of the shifts shall be rotated on July 1 and January 1 of each year. Example of this process is:

January 1	A B C
July 1	C A B
January 1	B C A
July 1	A B C

10. In the event out of city, county, state, or country assistance is needed, whether it be Mutual Aid, Strike Team, Station coverage, and the overtime will be twelve hours or more, the recall procedure to be used is as follows:

Personnel will be selected by using on duty personnel. They will be selected based on their position on the recall list. Personnel may refuse the strike team duty, although they will still receive a mark in their box. Then backfill for personnel using the recall list procedure (twelve hours or more).

- a. A call shall be placed and boxes marked of personnel while on Strike Teams or in school.

SECTION 9

EXCHANGE OF TIME

Individuals may exchange on-duty time with other members of the Department if the following requirements are met:

A. Rank

Time may be exchanged only with individuals of the same rank, except that Firefighters trained as apparatus operators while scheduled to perform apparatus operator duties cannot exchange time with probationary Firefighters or other Firefighters who have not been trained to operate apparatus. Fire Captains may trade with Acting Captains provided the Acting Captain is scheduled to work as an Acting Captain when the exchange takes place.

B. Scheduling Ordinary Exchanges

1. Shift exchanges may be scheduled for any portion of the twenty four hour shift.
2. In no case shall a member exceed (72) hours of consecutive duty caused by exchange of time.

C. Duty

1. An individual working exchange time shall be in uniform and shall perform the same tasks as those assigned to the member he/she is replacing, unless otherwise assigned by the Duty Officer.
2. Captains exchanging time shall thoroughly brief each other in order that normal and assigned special assignments are accomplished during the exchange of time.

D. Approvals

1. Company Officers (Captain and Acting Captain) of the shift(s) involved in any exchange of time must approve the exchange of time. Approval shall be denied if these rules are violated or if the exchange of time will interfere with special training, special assignments, manpower needs or the like.
2. Captains or the Acting Captain shall have the authority to approve or disapprove exchange of time in accordance with provisions of Section 11. A copy of the paperwork shall be forwarded to the Fire Chief or his/her designee.
3. All requests for exchange of time must be made on a form provided by CITY.

E. Hold Harmless

Exchanges of time are solely for the convenience of individuals, and any request for an exchange of time shall constitute an agreement by the requesting individual to hold the CITY harmless for any claim of overtime, excess pay, or other payment due to the individual who serves the requesting individuals duty time. Such indemnity shall extend to any situation where a requesting individual fails (except for sick leave), or is claimed to have failed, to return the time exchanged to the individual filling in. All exchange of time arrangements shall be the sole responsibility of the individuals involved and the CITY's sole duty in regard thereto shall be to determine whether approval for the exchange of time shall be granted or denied.

SECTION 10
ANNUAL VACATION LEAVE

A. Purpose

The purpose of annual vacation leave is to enable each employee annually to return to work mentally refreshed.

B. Eligibility

All regular full-time employees shall be entitled to annual vacation leave with pay, except probationary employees who have served less than six (6) months in the service of the CITY; however, vacation credits for the time shall be granted to each probationary member who later receives a regular appointment. When the needs of the service permit, a probationary employee may be advanced up to one week of earned credit.

C. Accrual

Vacation time shall be accrued in accordance with the following schedule:

<u>Years of Employment</u>	<u>Vacation Days Earned Per Year</u>
5	10
6-10	15
11	16
12	17
13	18
14	19
15	20

D. Computing

For purposes of computing annual vacation leave, a working day shall be considered as one-fifth of the average number of working or duty hours in the established week.

E. Accrual Rates

The accrual rates for vacation based on a 56-hour work week are shown in the table which is attached hereto, marked "Exhibit B", and incorporated herein by reference.

F. Scheduling and Carryover

1. The times during the year when an employee may take vacation shall be determined by the Fire Chief with due regard for the wishes of the employee and particular regard for the needs of the service.
2. If the requirements of the service are such that an employee cannot take part or all of the accrued annual vacation in a particular year, such vacation shall either be taken during the following calendar year or paid for at the discretion of the Fire Chief in consultation with the City Manager.
3. Any eligible employee may defer as many working days of vacation as was accumulated during the previous calendar year.
4. Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.

G. Seniority List

1. A list shall be posted two weeks prior to the Master Selection List, to indicate those eligible for vacation during the coming year.
2. Those eligible will be listed according to seniority on their assigned shift. Seniority shall be based solely on date of hire with the City of Davis.

H. Master Selection Lists

Two Master Selection Lists shall be posted on the bulletin boards at Headquarters station with duplicate lists at remote stations.

1. The purpose of the Master Selection Lists are to provide a place for all employees to record their vacation selections and to enable them to determine which dates are open for vacation. One list shall be for Captains and the second list shall be for Firefighters.
2. During the first and second selection periods an employee will record his or her vacation selection on the respective Selection List.
3. The Master Selection Lists or similar lists will remain posted at each station throughout the year.
4. Vacations scheduled after the second selection period will be posted on the lists at Headquarters by the Department Secretary. The Department Secretary will notify the on-duty Shift Officer or Captain at the remote stations of all changes made to the lists. The on-duty Shift Officer or Captain at the remote stations shall immediately bring the lists at their stations up to date by posting the appropriate changes.

I. Selection Periods

1. The first selection Period shall commence October 1 and continue until all employees of both the Captains group and the Firefighters group have had a chance to select, on their respective lists, by order of seniority, a vacation for the following year.
2. The second selection period shall commence two weeks after the first selection period has been completed. The second selection period shall continue until all employees of both the Captains group and the Firefighters group have had a chance to select, by order of seniority, additional vacation for the calendar year.
3. After the second vacation selection period is completed, employees may select vacations at anytime and not in order of seniority, subject to other provisions of this Section.

J. First Selection Period

1. At 0800 hours on the first day after the Master Selection Lists are posted, the senior member of each group (Captains and Firefighters) on each shift will have seven calendar days to select vacation.
2. At the end of seven days, the next eligible individual of each group (Captains and Firefighters) on the Master Selection Lists will have seven days to select vacation.
3. The above procedure will continue until all individuals of each group (Captains and Firefighters) on the Master Selection Lists have had a chance to select vacation.
4. A vacation not selected by the end of the seven-day period will constitute a forfeiture of seniority rights.
5. When a selection is made by an individual before the seven-day period has elapsed, the next individual's selection period will automatically start at 0800 hours on his/her next duty shift or at the end of the preceding individual's seven-day period, whichever comes first.
6. If an individual is legitimately absent when their vacation selection period comes up due to special assignment, school, vacation, etc., then their selection period shall be temporarily held until return to normal duty.
7. The maximum number of hours an individual may schedule during the first selection period shall be the total hours earned per year.
8. Individuals who have lost their seniority position in the first selection period will have the two-week period between selection periods to schedule a vacation.

K. Splitting Vacation During First Selection Period

1. Vacation may be taken all at one time or may be split into two parts.
2. Splits shall not include two prime time periods.
3. Prime time periods shall be, but not restricted to:
 - a. Easter Week;
 - b. Summer Months: June, July and August;
 - c. One week before and one week after Christmas, to include New Year's Day.
4. Two vacation periods may be posted at one time; one prime time, one non-prime time.
5. A vacation period shall consist of one or more consecutive shifts.
6. When selecting vacation, employee selecting three consecutive shifts up to two shifts may be in following year.

L. Second Selection Period

If more than two vacation periods are desired, two additional vacation periods may be selected after the first selection period has been completed. A vacation period shall consist of one or more consecutive shifts.

1. Two weeks after the last individual has scheduled his/her vacation for the first selection, a new Master Selection List will be posted for those individuals who wish to schedule additional vacation. The procedure in subsection J of this Section shall be followed.
2. A schedule showing the shifts that are still open shall be posted along with the second Master Selection List.

M. Scheduling of Carryover Hours

1. In order not to exceed one's yearly carryover limit, members must schedule at least their beginning of the year balance during the first or second selection period.
2. All or any portion of one's beginning of the year balance, that is not scheduled during the first or second selection period, will be scheduled by the Fire Chief, provided, however, that if the end of year balance is less than 24 hours, this time can be carried over into the next year's balance.

N. Maximum Hours Scheduled

Hours scheduled for vacation cannot exceed the total number of vacation hours that will be accrued at the time the vacation is taken. Hours earned while on vacation may be used toward this limit.

O. Notice of Vacation Balance

At the beginning of the first selection period, all individuals will receive in writing their estimated beginning of the year balance, hours accrued bi-weekly and total hours earned per year.

P. Maximum Number of Personnel Off Per Shift

1. No more than two Firefighters and one Captain per shift shall be permitted on vacation at any one time.

a. The fill-in individual reports for duty at the beginning of the exchanged shift or shifts, unless (s)he was the day previously issued a pager, in which case (s)he need not report for duty at the beginning of the shift unless (s)he is contacted by the Shift Captain or Acting Captain or his/her designee and is instructed to report. In order to avoid reporting, the fill-in individual must be accessible by telephone from one-half hour after the beginning of the shift.

b. Captains or the Acting Captain shall have the authority to approve or disapprove vacation time in accordance with the provisions of Section 12. A copy of the paperwork shall be forwarded to the Fire Chief or his/her designee.

2. If the fill-in individual is determined by the Company Officer not to be needed after (s)he reports on or after commencement of the shift, (s)he may go off duty if (s)he:

- a. Agrees to remain on standby;
- b. Has been issued a pager;
- c. Agrees to stay within the pager's call range;
- d. Agrees to maintain a 30-minute response time to the assigned station; and
- e. Agrees to serve that remainder of the shift if called back.

3. If a vacation exchange results in a standby situation, where no call-back is issued and the fill-in member is not needed for the shift, the exchange shall not be counted as one of the number otherwise permitted.

Q. Rescheduling Vacation

Rescheduling vacation will be permitted only after the second selection period has been completed and meets the following conditions:

1. Request for rescheduling vacations shall be submitted using the appropriate Department form.
2. A member may reschedule two or more consecutive shifts, provided that in rescheduling, the shifts are taken consecutively and not one at a time.
3. To reschedule one shift or less, the shift will first have to be relinquished and then rescheduled following the requirements of subsections R(2) and S(2) of this Section of this MOU.
4. Days that were scheduled and not used shall be offered to those members, by seniority, who have not scheduled at least three consecutive shifts for vacation during prime time.
5. Request for rescheduling should be made as far in advance as possible, in order to allow as much lead time as possible for others to plan and schedule vacation time that was relinquished.

R. Vacation Scheduled and Not Used - Relinquishing

1. Individuals who have scheduled vacations and do not intend to use all or part of the vacation shall make the request to relinquish their scheduled vacations day(s) using the appropriate Department form.
2. If relinquishing all or part of a scheduled vacation causes excessive carryover hours at the end of the year, those excess hours must be rescheduled before an individual will be allowed to relinquish part or all of his/her scheduled vacation.
3. Days that were scheduled and not used will be offered to those members, by seniority, who have not scheduled at least three consecutive shifts for vacation during prime time.
4. Requests for relinquishing vacation should be made as far in advance as possible in order to allow as much lead time as possible for others to plan and schedule the vacation time that is relinquished.

S. Scheduling Vacation After Selection Period

Individuals who wish to select additional vacation after the second selection period, may do so providing they meet the following conditions:

1. Request for scheduling consecutive 24-hour shifts may be made at any time using the appropriate Department form.
2. Request for scheduling vacation of 24 hours or less shall be submitted no sooner than 14 days before the proposed vacation day.

T. Special Vacation Leave

The Fire Chief may grant vacation leave to an individual when the conditions of subsection (P) of this Section cannot be met if, in his/her opinion, the reasons for the leave warrant special consideration.

SECTION 11

UNIFORM ALLOWANCE AND SPECIFICATIONS

A. New Employees

Uniform allowance will be provided to new employees on a prorated basis when they receive their first paycheck using the schedule below.

B. Uniform Replacement Allowance

CITY agrees to expend for each Firefighter I, Firefighter II and Fire Captain the sum of TWO THOUSAND DOLLARS

\$2,000.00

for the cost of replacing and maintaining eligible uniform items. This sum shall be paid once annually in a lump sum on the first regular payday after July 1.

1. Items To Be Purchased By the Employee

a. Class A:

Jacket: 55/45 Poly Wool Naval Officer Blue #17B8696C

Pants: 55/45 Poly Wool Naval Officer Blue #28P8696

Hat: To be determined

b. Class B:

Short Sleeve Shirt: Nomex IIIA 93/5/2 #09800

Long Sleeve Shirt: Nomex IIIA 93/5/2 #09820

Pants: Nomex IIIA 93/5/2 #98200

c. Belt: plain, black leather 1 3/4" wide with silver colored plain, square buckle.

d. Shoes: Optional by employee for non-safety activities. If the employee chooses to wear shoes during non-safety activities, the shoes must be acceptable in style, color and condition to the Fire Chief, and CITY shall not be responsible for reimbursing the employee for the shoes if they are damaged during the course of employment, Section 15 of this MOU notwithstanding.

e. Socks: white or black

f. Jacket: Navy Blue Lion #3432 with liner #794.

2. Department Issued Items

The following items shall be issued by the Department at no cost to employee:

- a. Boots: black, leather, approved by and stamped with identification stamp "ANSI-Z41.1 1972-75" or "CAL-OSHA 3401(c) 1,2,3,4".
- b. T-shirt: Crew neck, navy blue, 100% cotton, long or short sleeved, with department logo.
- c. Baseball cap: Navy blue with Department logo.
- d. Coveralls: Navy blue with department logo.
- e. Shoulder patches with Department(L-3493 left arm patch)
- f. Badge.
- g. Name plate with name of employee.
- h. Bugles: for Fire Officers.

3. Employee Provided Item (Optional)

- a. Sweatshirt: Navy blue with department logo.
- b. Sweatpants: Navy blue with department logo.

SECTION 12

UNIFORM AND DRESS POLICY

All Firefighter Trainee, Firefighter I, Firefighter II and Fire Captain personnel shall comply with the uniform and dress policies contained in this Section at all times while on duty.

From 0800 to 1200 hours and from 1300 to 1700 hours, the standard uniform shall be worn. The standard uniform consists of the following items as specified in Section 13 of this MOU:

Pants, shirt, socks, safety boots or shoes, belt, badge, shirt-patches, jacket and nameplate.

Exceptions are:

1. The Davis Fire Department T-shirt and/or Sweatshirt may be worn at employee's option without the uniform shirt except under the following conditions:
 - a. While performing fire prevention inspections and public presentations.
 - b. Approved coveralls may be worn (same as existing contract).
 - c. Members may wear sweatshirt in accordance with Section 13, subsection 3 and Section 14.

Fire Prevention inspections shall be performed wearing the standard uniform; however, coveralls may be worn over the standard uniform where the uniform might be soiled during the inspections.

2. Firefighters and Fire Captains may be subject to periodic inspection by staff to review the condition and maintenance of their uniforms. Employees found to be in violation of the standards contained in this Section, including, but not limited to, condition and cleanliness of uniform items and conformation of uniform items to those authorized in the uniform specifications, will be subject to removal from duty, without pay, until such conditions are corrected.
3. Uniforms that have been darned or repaired shall not be worn unless the repair is such that it will not be noticed. Frayed collars or cuffs will not be allowed. At the time of purchase, and thereafter, uniforms shall be appropriately sized to fit the employee. Uniforms will be clean and pressed if necessary. Boots and shoes shall be in good repair and polished.
4. T-shirts, either UNION or Department, are not interchangeable. Department issued T-shirts are not to be sold or given away.

SECTION 13

REIMBURSEMENT FOR LOSS/DAMAGE OF PERSONAL PROPERTY

A. Intent

The intent of this program is to permit reimbursement for the repair and replacement of such items as eyeglasses, hearing aids, dentures, watches, personal professional equipment or articles of clothing if necessarily worn or carried by the member in the course of his or her employment. Reimbursement shall not be authorized in connection with ordinary wear and tear.

B. Repair or Replacement

Individuals shall be reimbursed for the repair and replacement of personal property damaged in the course of employment and performance of their assigned duties without fault or negligence on the part of the individual. The option to repair or replace damaged items and to determine whether property shall be returned to the employee rests with the CITY.

C. Items and Circumstances Not Eligible

This program shall not apply to the following:

1. Losses by mysterious disappearance or theft.
2. Losses of precious or semi-precious stones from settings in watches, eyeglasses, and other normal utilitarian items.
3. Losses of any automobile or other vehicle.
4. Losses to the property of others when in the care, security or control of the individual.
5. Losses of money.
6. Losses resulting from acts of negligence on the part of the individual.

D. Insured Items

In the event the individual is covered by insurance for the loss to which this program applies, the benefits afforded under this agreement shall apply only as excess benefits to those paid under the individuals insurance.

E. Misrepresentation

The provisions of this program shall not apply if the individual has concealed or misrepresented any fact or circumstances concerning the subject of his/her loss, his/her interest therein, or in the case of any fraud or false statements by the individual relating thereto.

F. Cost limits for Repair or Replacement

1. Upon acceptance of the claim, CITY shall not be liable above the actual cash value of the individuals property at the time that loss or damage occurs, which shall not in any event exceed what it would cost to repair or replace the same with material of like kind or quality.
2. In no event shall CITY be liable for more than ONE HUNDRED DOLLARS (\$100.00) for any individual item nor more than TWO HUNDRED DOLLARS (\$200.00) for all loss arising out of a single incident.

G. Limit on Number of Repair or Replacement Occurrences

CITY shall not be obligated under this Section with respect to any incidents of loss or damage in excess of two per individual during the term of this agreement.

SECTION 14

BULLETIN BOARDS

UNION may, at its own expense, place one bulletin board, not to exceed approximately 16 square feet in size in each fire station for the purpose of communicating normal and usual UNION business to the membership. Specific placement of such boards within a station shall be subject to the approval of the Fire Chief.

SECTION 15

PAYROLL DEDUCTIONS/DEPOSITS/UNION HOUR BANK

A. Eligible Types of Deductions

In addition to continuing existing payroll deductions under insurance plans to which CITY now is or shall hereafter be a contracting party (which are and shall remain the only plans to which CITY contributes on the individual's behalf), the CITY agrees to provide bi-weekly payroll deductions for:

1. The normal and regular bi-weekly UNION membership dues.
2. Monthly insurance premiums for plans sponsored by UNION to which the CITY is not a contracting party.
3. Contributions to an organization, provided that such contributions are limited to purely charitable purpose and objectives.

B. Paycheck Deposit

1. CITY agrees to allow and facilitate deposit of employee's net paycheck to a bank or credit union of the employee's choice as specified in the City's direct deposit policy..
2. CITY agrees to deposit UNION membership dues to bank or credit union of UNION'S choice.

C. Conditions

The above payroll deductions shall be subject to the following conditions:

1. Such deductions shall be made pursuant to the terms and conditions in a Finance Division approved form.
 - a. The CITY and UNION agree that there shall be a one-time signature card for dues/deductions. Such signature card shall expressly authorize the City Finance Division to implement changes in deductions as directed by UNION without employee's consent, unless specific written refusal of such consent is submitted by the employee. UNION will provide clear written direction of changes in dues deductions, including effective date.

2. Such deductions shall be made only upon submission to the CITY's Employee Relations Officer of the aforesaid authorization form duly completed and executed by the individual and UNION, as appropriate.

3. Any changes, additions/deletions of any payroll deduction(s) shall be made only upon submission to CITY's Employee Relations Officer on or before the 15th day of the month preceding the month for which changes, additions/deletions are to be executed on the form(s) designated by CITY and duly completed by the individual and UNION, as appropriate.

4. UNION agrees to furnish CITY, on request, information on each employee's enrollment in UNION sponsored insurance plans. Such information may include, but not be limited to, types of coverage, individual premiums, copies of enrollment cards or applications for coverage, premium rate schedules, and/or copies of itemized premium billings.

D. Union Hour Bank

CITY agrees to deposit 24 hours per year (on July 1, or first business day thereafter) for each participating Firefighter and Fire Captain for deposit in the Union Hour Bank. 70% of time use of Union Hour Bank time shall not incur overtime except with the approval of the Fire Chief. The CITY will provide to the UNION 30 day advanced notice on special training needs and UNION members agree not to schedule Union Hour Bank business during the identified special training. The CITY concurs that course selection and location is at the prerogative of the UNION and they shall provide 24-hour notice to the department for any Union Hour Bank absences. Absences will be charged at straight time. UNION agrees that total Union Hour Bank accrual and carry over shall not exceed two years worth of Union Hour Bank contributions.

The purpose of this Union Hour Bank is solely to provide educational training and development opportunities to UNION members and should not involve conducting or participating in other agencies' unions activities.

SECTION 16

ON-DUTY TIME TO CONDUCT UNION BUSINESS

Meet and Confer and Grievances

In accordance with California Government Code Section 3505.3, and CITY's Personnel Rules, UNION may designate four unit members as "Meet and Confer" representatives who, when necessary, and subject to operational needs, shall be released from their duty assignments without loss of pay or other employment benefits, in order to attend scheduled "Meet and Confer" sessions with CITY's management representatives and to process grievances in accordance with and to the extent authorized under the CITY's grievance procedure as set forth in CITY Personnel Rules. On duty members shall be relieved from duty one hour prior and 45 minutes post meet and confer sessions, subject to Fire Department operational needs. Operational needs shall include emergencies and unavailability of designated replacement personnel.

SECTION 17

EDUCATIONAL INCENTIVE PROGRAM

CITY shall reflect the \$14.00 per month per employee charged to this program in each employee's cafeteria benefit.

EDUCATIONAL REIMBURSEMENT PROGRAM

A. INTENT

The intent of this section is to provide financial assistance for job related educational opportunities for those members with the desire to begin or continue improvement of his or her career outside of work hours.

B. ELIGIBILITY

Six months after attaining rank of Firefighter I, all regular full-time employees shall be eligible to participate in the Educational Reimbursement Program.

C. PROCESS

1. Those members who are eligible to participate in this program shall, prior to enrolling in a course, fill out the appropriate Request for Approval of Training, Tuition and Book form, MS-6 (7-85) for each course, and submit it to the Division Chief in charge of training. If classes are taken toward general education requirements, documentation must be provided showing that the class is recognized by the educational institution as satisfying general education requirements.
2. Classes shall be approved providing they are from an accredited institution. Examples of these are, but not limited to: Office of the State Fire Marshal, National Fire Academy, universities, state universities, and two-year colleges.
3. Eligible employees may take classes up to their job classification and one level above (for example, a Firefighter I may take driver/operator and a Firefighter II may take Fire Officer courses) plus a limit of two general education classes per year. Other than the general education coursework, classes are to be Fire Service or Public Administration related. Courses should go toward the completion of either an AA, AS, BA, BS, Masters of

Fire Service or Public Administration degree, State Fire Marshall
Certification or related certificate and degree.

D. REIMBURSEMENT

CITY agrees to reimburse cost of tuition and books upon due verification that the employee has completed approved course work in which the employee received a grade of C or better (undergraduate) or a grade of B or better (graduate). Tuition reimbursement shall not exceed the resident tuition charges levied by California State University, Sacramento.

E. EDUCATIONAL LEAVE

City agrees that any member participating in the educational reimbursement program shall be allowed time away from work with out use of vacation or shift trades as long as the member meets the criteria outlined in Section 19 of the MOU and will not incur overtime. Members participating in the educational reimbursement program shall not be allowed to schedule vacation for the educational class and then relinquish it after the class is over. This is intended for use of Section 19 only and does not relieve the city from payment for time for classes members may be sent to by the department.

SECTION 18

DEFERRED COMPENSATION

CITY agrees to continue in effect during the term of this MOU, and make available to individuals covered by this MOU, its deferred compensation programs provided by the International City Management Association (ICMA) and the PERS 457 Plan. Nothing contained herein shall obligate CITY to make any contribution to the program on behalf of any individual.

SECTION 19

ACTING CAPTAIN

A. Intent

The assignment of Acting Captain is intended to:

1. Provide a supervisor to temporarily replace a Fire Captain and;
2. Provide an opportunity for those individuals seeking promotion to the position of Fire Captain to be educated in the activities and responsibilities of the higher position.

B. Eligibility

1. Those individuals who have at least four years of full-time paid municipal firefighting experience, three years of which must be as a regular, full-time firefighter with the City of Davis are eligible.
2. Only those individuals who are, or have been, on a City of Davis eligibility list for Fire Captain shall be eligible for assignment as Acting Captain. Those individuals shall not be required to retest to maintain Acting Captain eligibility.

C. Method of Selection and Assignment

1. Those individuals who are eligible for assignment as Acting Captains may be assigned to work in that capacity by the Fire Chief. The Fire Chief's evaluation for assignment to Acting Captain shall be based on the individual's placement on the City of Davis Fire Captain eligibility list, performance evaluations, and seniority.
2. Each individual eligible for assignment to Acting Captain shall be given, upon request, the opportunity to review his/her performance evaluation and seniority documents used by the Fire Chief to determine his/her fitness to be assigned as an Acting Captain.
3. Acting Captains may rotate between stations as determined by the Fire Chief for the needs of the service. Acting Captains shall not rotate between shifts except as provided in the current City/Department policy and regulations, unless an unavoidable need for shift reassignment occurs, (e.g. disability, or other long-term vacancy anticipated to be in excess of a 27-day cycle). In this event, the issue of shift re-assignment shall be determined by the Fire Chief after discussion with any person who will be asked to change shifts. The resolution of disputes over the issue of rotation between shifts shall be resolved by the Fire Chief.

D. Training and Education

1. For those assigned as Acting Captains, the CITY, if requested by the individual or recommended by the Fire Division Chief in charge of training, may provide a minimum of two approved courses per year. Approved courses are those required by the State Board of Fire Services for certification as a Fire Officer I.

2. Courses other than those included above may be approved by the Fire Chief upon recommendation of the Fire Division Chief in charge of training.

3. The Department shall make a reasonable effort to provide formal in house instruction to all individuals assigned as Acting Captains regarding the procedures of day to day operations. This instruction may include, but not be limited to;

- Maintaining log book
- Budget programs, time and equipment rental cards
- Chief's report and personnel distribution sheet
- Completion of incident report forms
- Narrative report writing
- Handling disciplinary action and charges of discrimination, sexual harassment
- Recall procedures
- Memorandum of Understanding
- Familiarization with Communications Manual
- Familiarization with Policy and Procedures Manual

E. Performance Evaluation

1. Acting Captains shall not conduct performance evaluations, unless he/she has acted as the affected individual's supervisor for at least six months.

F. Disciplinary Action

1. Acting Captains shall have the same authority as Captains to discipline subordinates in accordance with appropriate personnel regulations.

G. Compensation

1. Those individuals assigned as Acting Captains shall be compensated at their base salary, (excluding health and dental benefits), plus ten percent (10%) for actual hours worked as Acting Captain.

H. Fire Captain Certification

1. All Firefighters that meet current criteria for Fire Captain shall be eligible to take the Captain's test. After successful completion of the Captain's test, members shall be eligible for appointment as an Acting Captain.

SECTION 20

ACTING BATTALIAN CHIEF

A. Intent

The assignment of Acting Battalion Chief is intended to:

1. Provide a supervisor to temporarily replace a Fire Division Chief and;
2. Provide an opportunity for those individuals seeking promotion to the position of Fire Division Chief to be educated in the activities and responsibilities of the higher position.

B. Eligibility

1. Only those individuals who are a full-time City of Davis Fire Captain shall be eligible for assignment as Acting Battalion Chief.

C. Method of Selection and Assignment

1. Those individuals who are eligible for assignment as Acting Battalion Chief may be assigned to work in that capacity by the Fire Chief. The Fire Chief's evaluation for assignment to Acting Battalion Chief shall be based on the individual's performance evaluations, and seniority.
2. Each individual eligible for assignment to Acting Battalion Chief shall be given, upon request, the opportunity to review his/her performance evaluation and seniority documents used by the Fire Chief to determine his/her fitness to be assigned as an Acting Battalion Chief.
3. Acting Battalion Chief may rotate between stations as determined by the Fire Chief for the needs of the service. Acting Battalion Chief's shall not rotate between shifts except as provided in the current City/Department policy and regulations, unless an unavoidable need for shift reassignment occurs, (e.g. disability, or other long-term vacancy anticipated to be in excess of a 27-day cycle). In this event, the issue of shift re-assignment shall be determined by the Fire Chief after discussion with any person who will be asked to change shifts. The resolution of disputes over the issue of rotation between shifts shall be resolved by the Fire Chief.

D. Training and Education

1. For those assigned as Acting Battalion Chief, the CITY, if requested by the individual or recommended by the Fire Division Chief in charge of training, may provide a minimum of two approved courses per year. Approved courses are those required by the State Board of Fire Services for certification as Chief Officer if the individual has attained Fire Officer Certification.

2. Courses other than those included above may be approved by the Fire Chief upon recommendation of the Fire Division Chief in charge of training.

E. Compensation

1. Those individuals assigned as Acting Battalion Chief shall be compensated at their base salary, (excluding health and dental benefits), plus twenty percent (20%) for actual hours worked as Acting Battalion Chief.

SECTION 21

OTHER PROVISIONS

All items not governed by this agreement, but which are subject to the obligation to Meet and Confer, shall be regulated by the existing CITY Personnel Resolution, Fire Department Operations Manual and other existing regulations and practices.

SECTION 22

ADDITION OF ABI DUTIES TO JOB DESCRIPTIONS

In adding "may voluntarily serve as a member of Yolo County Arson/Bomb Investigation Unit" to Firefighter Trainee, Firefighter I, Firefighter II and Fire Captain job descriptions, CITY and UNION agree that membership in ABI remains voluntary. However, in the event that no individuals volunteer for membership in the Arson/Bomb Investigation Unit, the CITY and UNION shall reopen negotiations on this matter.

1. In addition to A.B.I. The Department has established Fire Investigator Team.
2. CITY and UNION agree that for purposes of staffing ABI/Fire Investigator Team, members shall be selected based on seniority and a maximum of two per shift.

SECTION 23

FIREFIGHTER TRAINEE CRITERIA

CITY and UNION agree that the following criteria apply to the new classification of Firefighter Trainee in addition to those included in the job description for that classification:

A. Training/ Certification Period

The training/certification period for Firefighter Trainee shall be limited to six (6) months.

In the event that training/certification cannot be completed within six (6) months due to no fault of the employee, CITY shall continue training/certification period until completed, with salary increase as Firefighter I retroactive to day of original eligibility as Firefighter I (six months from date of hire plus one day).

B. Probationary Period

Firefighter Trainee is a probationary classification that typically lasts six weeks after which time the Trainee becomes a Firefighter I. Probationary period for new employees is 18 months.

C. Seniority

To avoid conflicts in seniority:

1. Seniority shall be based on date of hire.
2. No two individuals, whether Firefighter Trainee or lateral hire Firefighter I, shall have the same date of hire.

D. Indoctrination Period

The Fire Department Indoctrination Training period shall be six (6) weeks.

SECTION 24

FIREFIGHTER II CRITERIA

The technical criteria for advancement from Firefighter I to Firefighter II has been developed after meetings between the Fire Department staff and UNION.

1. It is the intent of this criteria to ensure that individuals who drive and operate fire apparatus are properly trained for this task.
2. The Standards and Criteria for Firefighter II are contained in the Department Training Manual, Chapter VI, Article 1. The Standards and Criteria may be revised only after the CITY and UNION have met and conferred regarding any changes or revisions.
3. All persons holding the classification of Firefighter II shall be evaluated by their respective company officer, concurrent with Annual Performance Evaluation, to ensure the skills in the Department Training Manual, Chapter VI, Article 1 are being met.
4. All training toward Firefighter II certification shall be conducted in accordance with Department Policy and Procedure using Department standards and training manuals.
5. Individuals shall be promoted to Firefighter II upon:
 - a. Completion of three years of firefighting experience performing duties comparable to those of a Firefighter I in the City of Davis, one year of which shall have been with the City of Davis, and
 - b. Completion of the necessary training and evaluation as required by Firefighter II Standards contained in Davis Fire Department Policy and Procedure Manual Chapter II, Article 1, Subject 6.

SECTION 25

EMT/DEFIBRILLATION POLICY

A. Purpose

The purpose of the EMT-1FS/Defibrillation policy is to establish standards for the level of skills required of shift company personnel in the Davis Fire Department.

B. Who Shall Possess

All individuals hired to the position of Firefighter I or Firefighter II shall possess current EMT-1FS or EMT-1A certification.

All individuals in classifications of Firefighter I, Firefighter II and Fire Captain shall possess defibrillation certification upon the completion of the implementation agreed upon by the CITY and UNION.

C. Recertification

The CITY shall provide EMT-1FS and defibrillation recertification classes for personnel while on duty and will pay for expenses including tuition, books, instruction fees, certification fees, and overtime. Recertification classes for EMT-1FS shall be scheduled at least three (3) months prior to expiration of current certification. Recertification for defibrillation shall be in accordance with medical directors policy. CITY shall schedule continual training and recertification classes with as much advance notice as possible.

D. Schedules

The Department will negotiate with UNION on reasonable schedules for classes.

E. Failure to Recertify

Individuals failing to successfully recertify for EMT-1FS shall be provided eight (8) hours of tutoring at CITY expense and shall be required to retest within sixty (60) days of initial attempt at recertification. Failure to recertify on the second try will result in withholding of any merit pay raises until certification is attained. If the individual fails to certify within one (1) year of expiration date (s)he shall be subject to disciplinary action.

Individuals failing to successfully recertify for defibrillation shall be provided tutoring at CITY expense and shall be required to retest within thirty (30) days of the initial attempt at recertification.

Failure to recertify on the second try will result in withholding of any merit pay raises until certification is attained. If the individual fails to certify within six (6) months of expiration date (s)he shall be subject to disciplinary action.

F. State Fire Marshall Policy

Current State Fire Marshall Policy requires that failure to pass recertification test requires a thirty (30) day wait before retaking test; a second failure requires a repeat of full course. Current and proposed regulations provide for recertification any time twelve (12) months before or twelve (12) months after expiration date, but it must be remembered that after expiration date an individual is no longer an EMT until recertification. If recertification is before expiration date, date of recertification is date of original expiration. If recertification is after expiration date, date of new certification is date individual passed recertification.

G. Inadequately Taught

If twenty (20) percent of the individuals fail the recertification process (two chances) the CITY agrees that the class or course was taught inadequately and another recertification process will be scheduled according to sections C, D, E above.

H. Defibrillation will be provided in accordance with the policies and guidelines established by medical authorities.

I. Job descriptions for Firefighter I, Firefighter II and Fire Captain shall be amended to include defibrillation certification under the heading "Licenses and Certificates."

SECTION 26
RESIDENCY REQUIREMENT

CITY and UNION agree that there is no residency requirement.

SECTION 27

WAGES AND BENEFITS SURVEY

A. CITY and UNION agree that Firefighter I shall be the "bench mark" classification.

B. When conducting any survey, Firefighter I shall be compared to "Firefighter" in comparison agencies. The comparison agencies are:

City of Fairfield
City of Napa
City of Roseville
City of Sacramento
City of Vacaville

City of West Sacramento
City of Woodland
Sac. Co. Fire Protection Dist.
University of California at Davis
El Dorado Hills Protection District

- C. A purpose of the compensation survey is to be used as a tool and or reference point during meet and confer.

SECTION 28

REFERENCES TO PERSONNEL RESOLUTION

A. Grievance Procedure

Refer to the City of Davis Personnel Rules.

All members of the Local 3494 Board of Directors have copies of the Personnel Resolution available for members' use.

If a member of Local 3494 intends to use the grievance process, it is recommended by Local 3494 that (s)he contact one of the Directors of Local 3494 to ensure that the grievance procedures and the right to representation are fully understood.

B. Appeals From Disciplinary Action

Refer to the City of Davis Personnel Rules. All members of the Local 3494 Board of Directors have copies of the Personnel Resolution available for members' use.

If a member of Local 3494 has been notified of pending discipline he/she is advised to contact one of the Directors of Local 3494 to ensure that his/her rights of appeal and representation are fully understood.

C. Leaves of Absence

Refer to the City of Davis Personnel Rules. The maximum leave of absence without pay is one year. All members of the Local 3494 Board of Directors have copies of the Personnel Resolution available for members' use.

D. Lay-off Procedures

Refer to the City of Davis Personnel Rules.

SECTION 29

STATION ROTATION PLAN

A. INTENT

The purpose of this section is to:

1. Provide an equitable system for station reassignment.
2. Provide an opportunity for individuals to establish working relationships that lead to better teamwork and more satisfactory working conditions.

B. METHOD

1. All regular, full-time shift personnel shall be eligible to bid annually for station assignment. The following shall be the station selection procedures:

a. Station bidding shall be based on seniority in service with the City of Davis. Those individuals who are tied in seniority, for purposes of this section, shall either:

- (1). Resolve the tie between themselves, or
- (2). The Fire Chief shall resolve the tie.

In any case, the resolution of the seniority tie shall be reported in writing to the UNION, and to the individuals involved.

2. A separate bidding list for each classification, Firefighter and Fire Captain, shall be posted annually by the Fire Chief on City bulletin boards, at each fire station. The lists shall contain names of all shift personnel, in order of seniority, their dates of hire, current and assigned station, as well as first and second station selections, initials and date of posting of selections (see attached station bidding form).
3. The selection period shall be from 0800 hours September 1 to 1700 hours September 30 of each year.

4. Individuals wishing to select station assignment shall enter their first and second choice of stations, their initials and the posting date on the appropriate list at Station One on City bulletin board.
5. At the end of the selection period (1700 hours, September 30 or the next working day) the Fire Chief shall compile a list of all personnel and their assigned stations for the following year, using the selection lists. A copy of the new station assignments and a copy of the selection list shall be posted at all fire stations and given to the UNION by October 10 of each year.
6. The rotation of individuals to their new stations shall be effective January 1 of each year and completed no later than January 15 (two weeks).

C. VACANCIES

In the event of a permanent vacancy due to reassignment, retirement, promotion or dismissal, the Fire Chief shall cause notice of such vacancy to be posted on City bulletin boards at all fire stations. Personnel on the appropriate bidding list on the shift the vacancy occurs, shall be able to select a new station assignment. The selection period shall be open for 15 calendar days beginning with the day of notification of vacancy. During this selection period the procedure in paragraph B of this section shall be used. The reassignments shall be completed within two weeks of the close of the selection period.

D. BUMPING BY PROBATIONARY EMPLOYEES

It has been the practice of the Department to rotate probationary employees between three different officers (stations). In the event this rotation of probationary employees displaces senior person from the station of his/her choice, the senior person bumped shall be reassigned to the station of his/her choice, if senior to those at station being selected as well as retain the right to be reassigned to the station he/she was bumped from by the movement of, or the appointment to regular status of the probationary employee.

E. RESOLVING PROBLEMS WITH STATION ROTATION

This station selection policy must provide, in the opinion of the Fire Chief, the level of experience necessary to properly staff all stations. If, in the opinion of the Fire Chief, a station selection will create a staffing situation the Fire Chief feels will be unsatisfactory, the CITY represented by the Fire Chief, and the UNION shall Meet and Consult to attempt to resolve the issue. If the difference between the Fire Chief and the UNION on this issue is not resolved, the decision of the Fire Chief is final.

In the event any other problems are created by this selection plan, they shall be resolved in the manner specified in section E. If station assignments are changed to provide proper staffing, reasonable notice shall be given to Local 3494 and the affected individuals.

SECTION 30

PHYSICAL FITNESS PROGRAM

CITY and UNION agree that a proper level of physical fitness is essential to job tasks and responsibilities of firefighters. CITY agrees that opportunity for fitness training should be afforded firefighters while on duty, and when not conflicting with other responsibilities. In response to NFPA 1500 (Occupational Safety and Health Standards for Firefighters) a Physical Fitness Committee shall be created with the intent to develop a Physical Fitness Program for duty employees. Committee members shall be mutually agreed to by President of Local 3494 and the Fire Chief. Physical fitness program shall be voluntary and members shall be given one hour of physical fitness training between 0800 and 1700 hours.

SECTION 31

PERSONAL EXPOSURE REPORTING SYSTEM

CITY and UNION agree that the CITY shall enroll and provide funding for all employee's covered by this contract in the personal exposure reporting system "PERS" offered by the California Professional Firefighters

SECTION 32

LONGEVITY LEAVE

CITY and UNION agree that employees covered by this contract shall be compensated for time in service at the following rate: (beginning the tenth through the fourteenth year of service, the employee shall receive one half shift added to vacation total; beginning of fifteen through the nineteenth year of service, the employee shall receive one shift added to vacation total; beginning of twentieth through twenty fourth year of service, employee shall receive two shifts added to vacation total); twenty fifth through retirement, the employee shall receive three shifts added to vacation total, for a maximum of three shifts. Longevity Leave is in addition to vacation accrual identified in Section 12.

EXHIBIT A-1

SALARY TABLE
FIRE UNIT

Need to be prepared

EXHIBIT A-2

SALARY TABLE
FIRE UNIT

Need to be prepared

EXHIBIT A-3

SALARY TABLE
FIRE UNIT

To be prepared

EXHIBIT B

FIRE GENERAL UNIT

<u>Service</u>	<u>Days</u>	<u>1/</u> <u>Hours</u>	<u>In Lieu 2/</u> <u>Holiday Hrs. =</u>	<u>Total Vac.</u> <u>Hrs.</u>	<u>Monthly Vac.</u> <u>Acc.</u>	<u>Bi-weekly</u> <u>Vac. Acc.</u>
1 thru 5 years	10	112.0	*134.4	246.4	20.53	9.44
6 thru 10 years	15	168.0	134.4	302.4	25.20	11.59
During 11th Year	16	179.2	134.4	313.6	26.13	12.02
During 12th Year	17	190.4	134.4	324.8	27.07	12.44
During 13th Year	18	201.6	134.4	336.0	28.00	12.87
During 14th Year	19	212.8	134.4	347.2	28.83	13.30
During 15th Year and up	20	224.0	134.4	358.4	29.87	13.73

Note: In addition to the above-described vacation accrual (Section 12) rates, Longevity, as described in Section 35 applies.

1/ 1/5 of 56 hours = 11.2 hours (see sections 8 and 10 of Memorandum of Understanding.)

2/ See section 8 of Memorandum of Understanding.

* In addition to the above In-Lieu-of-Holiday hours, employees shall be granted two additional In-Lieu-of-Holiday days (22.4 hours) which shall be paid on the first pay period of December of each year.