

RESOLUTION NO. 24-060, SERIES 2024

**RESOLUTION ADOPTING A MEMORANDUM OF UNDERSTANDING (MOU)
WITH DAVIS FIREFIGHTERS LOCAL 3494 FIRE GENERAL UNIT
AND AMENDING THE FY24 BUDGET**

WHEREAS, the City Council of the City of Davis, pursuant to California Government Code sections 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 the Davis Firefighters Local 3494 General Unit have met and conferred in good faith; and

WHEREAS, the City Council of the City of Davis previously passed a Memorandum of Understanding with Davis Firefighters Local 3494 General Unit, which covered the period July 1, 2019 through June 30, 2023; and

WHEREAS, in accordance with said Memorandum, the City Manager and his representatives and the Davis Firefighters Local 3494 General Unit have reached agreement in regards to a successor agreement; 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 as Exhibit A; and

WHEREAS, this Council finds that the provisions and agreements contained in said Memorandum, as amended, are fair and proper and in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Davis does hereby adopt the terms and conditions contained in said Memorandum of Understanding, and are subject to ratification by the Davis Firefighters Local 3494 General Unit; and

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to execute the MOU and to take all necessary steps to adjust the FY2023/24 budget to increase expenditures to implement the MOU.

PASSED AND ADOPTED by the City Council of the City of Davis on this 7th day of May, 2024, by the following vote:

AYES: Arnold, Neville, Partida, Vaitla, Chapman

NOES: None



Josh Chapman
Mayor

ATTEST:

Zoe S. Mirabile, CMC
City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF DAVIS

AND

FIRE DEPARTMENT GENERAL UNIT

JULY 1, 2023

TO

DECEMBER 31, 2024

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 period commencing July 1, 2023 and ending December 31, 2024, 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.

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SECTION 1 COMPENSATION

1.1 OFF SALARY SCHEDULE PAYMENT

In lieu of an increase to the salary schedule for Fiscal Year 2023-2024, active employees as of June 28, 2024 and covered by this MOU between the City of Davis and the Fire Department General Unit shall receive a one-time, Off Salary Schedule Payment equivalent to 6% of base salary earned for Fiscal Year 2023-2024 payable on pay date 6/28/2024. This Off Salary Schedule Pay is earnable special compensation for Classic Members within the meaning of Section 20636 of the California Government Code and Section 571(a)(1) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

As required under the Fair Labor Standards Act, the City will go back and apportion the 6% lump sum Off Salary Schedule Payment amount over the FLSA periods in FY 23-24 and issue payments equal to the amount of additional FLSA overtime pay owed after factoring the Off Salary Schedule Payment earnings. This payment will be made as soon administratively practicable on or after 6/28/2024.

1.2 BASE SALARY / MARKET ADJUSTMENT

Effective July 8, 2024, the first full pay period following July 1, 2024, the Firefighter II classification will have its base hourly pay rate increased to the market median (total compensation) as identified in the City's total compensation study conducted in 2023. All internally linked classifications will have their salaries adjusted accordingly.

Annualized base salary is equal to the base hourly rate times 2912 hours worked per year.

Base hourly pay rate as effective July 8, 2024 is shown in Exhibit A.

1.3 CLASSIFICATION DIFFERENTIALS

1.3.1. The Firefighter Trainee classification shall continue to be TEN PERCENT (10%) below STEP ONE (1) of the classification of Firefighter I. The salary differential between Firefighter II and Firefighter I will continue to be 10%.

1.3.2. The salary differential between Fire Captain and Firefighter II shall be 15%.

1.4 LONGEVITY PAY

In recognition of the substantial contribution to the community made by employees as a result of the length of their aggregate City service, the City shall award each represented employee the longevity pay indicated below:

Service Term	Service Term Pay
After five (5) years of service with the City	2.5% increase above base salary
After ten (10) years of service with the City	Additional 2.5% increase above base salary
After fifteen (15) years of service with the City	Additional 2.5% increase above base salary
After twenty (20) years of service with the City	Additional 2.5% increase above base salary
After twenty-five (25) years of service with the City	Additional 2.5% increase above base salary

The maximum Longevity Pay available is 12.5% above the employee's base salary.

Eligible employees who leave City service and return within two (2) years of separation will receive credit for prior service time for purposes of this section only. If an eligible employee leaves City service and returns after more than two (2) years of separation prior service time will not be credited.

To the extent permitted by law, the parties agree that longevity pay: (a) is PERSable special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(1) of the CalPERS regulations for classic member employees; and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

**SECTION 2
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:

2.1 FAIR LABOR STANDARDS ACT PROVISION

2.1.1 Hours worked outside of the employees regular scheduled duty schedule as defined in Section 9 (Hours/Duty Schedule), shall be paid at the FLSA regular overtime rate as described in the following sections.

2.1.2. Such hours shall be paid the base pay overtime rate (1.5 base hourly rate) in the pay period in which the hours are worked.

2.1.3. At the end of each FLSA cycle, a “true-up” calculation will be made to calculate the remaining pay to be paid based on the FLSA regular rate of pay calculation for hours over 182 when working a 24-day FLSA cycle (or 204 for a 27-day FLSA cycle). Such true-up shall be paid in the pay period in which the FLSA cycle ends.

Example (for a 24-day FLSA cycle based on working the “48-96” schedule):

Duty Schedule (“x” designates regularly scheduled workday, “y” designates hours worked outside regularly scheduled hours)

PAY PERIOD A														PAY PERIOD B													
1	2	3	4	5	6	7	8	9	10	11	12	13	14	1	2	3	4	5	6	7	8	9	10	11	12	13	14
O	O	O	O	X	X	O	O	Y	O	X	X	O	O	O	O	X	X	O	O	O	O	X	X	O	O	O	O
FLSA CYCLE ENDS DAY 10 OF PAY PERIOD B																											

In this example, the employee worked an extra 24-hour shift in Pay Period A on day 9. The FLSA cycle ends partway through Pay Period B.

The employee’s paycheck for Pay Period A will include the 24-hours of overtime paid at 1.5x base hourly rate.

The employee’s paycheck for Pay Period B will include the difference between 0.5xbase hourly rate and 0.5xFLSA regular rate for the overtime day worked Pay Period A, day 9. The reason for this “true up” is that the FLSA regular rate is calculated based on a formula that cannot be accurately determined until the end of the FLSA cycle.

2.1.4. Employees are currently assigned to a “48-96” work schedule as described in Section 9.2.5. Under this work schedule, hours paid in excess of 182 in the 24-day FLSA cycle shall be considered overtime and such overtime will be calculated as described in sections 2.1.1 to 2.1.3. This section does not affect management’s inherent right to direct the work of the employee and to control the number of

hours worked. In the event the schedule returns to the schedule shown in Section 9.2.1, hours paid in excess of 204 in the 27-day FLSA cycle shall be considered overtime.

2.1.5 Regularly Scheduled Overtime – Pensionable

Employees are regularly scheduled to work 192 hours in each 24-day FLSA cycle. FLSA requires overtime to be paid on hours worked over 182 as noted in Section 2.1.4. The base pay overtime factor on these 10 hours of regularly scheduled overtime is reportable to CalPERS as special compensation. Such payment shall be paid using a smoothing method over the course of year as follows: There are 15.2 FLSA cycles (based on 24-day FLSA cycle) in a calendar year. Ten hours per cycle times 15.2 cycles equals 152 hours per year. 152 hours divided by 26 pay period per year equals 5.85 hours per pay period. The one-half hourly base pay rate on such hours (equals 3 hours, rounded) shall be paid each pay period as “FLSA pay” and reported to CalPERS as special compensation. This 3-hours of pay is not considered hours worked. The additional factor for the FLSA regular rate calculation on the 10 hours of scheduled overtime will be included in the calculation addressed in Section 2.1.3.

In the event of a return to a 27-day FLSA cycle, employees would be regularly scheduled to work 216 hours in each 27-day FLSA cycle with FLSA overtime being required to be paid on hours over 204, resulting in 12 hours of regularly scheduled overtime reportable to CalPERS. Using same formula above, results in a rounded amount of 3 hours per pay period being paid as “FLSA pay” and reported to CalPERS as special compensation.

2.2 SHIFT EXTENSION

An employee held over past the regularly scheduled duty shall be paid in half-hour increments for each 30 minutes or fraction thereof.

2.3 RECALL

In the event an employee is recalled to duty which is not regularly scheduled duty, employee shall be paid a minimum of four hours, except that when an employee recalled is scheduled for duty within the next hour or less, overtime shall be paid (as described in Section 2.1) for the actual time between time of recall and the commencement of regular duty. If the recall duty lasts longer than four hours, the time in excess of four hours shall be calculated in half hour increments for each 30 minutes or fraction thereof.

2.4 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.

Effective upon transition to a “48-96” work schedule as described in Section 9.2.5, the above provision is revised to comply with the FLSA work period reflecting FLSA overtime for hours worked over 182 hours in the 24-day FLSA work period.

2.5 "REGULARLY SCHEDULED" - DEFINITION

For purposes of this section, "regularly scheduled" refers to duty which is scheduled in accordance with Section 9 – Duty Schedule

2.6 COMPENSATION METHODOLOGY

Regular Hours Smoothing

Fire employees working duty schedules are regularly scheduled to work 56 hours per week or 112 hours per two-week pay period, for a total of 2912 hours per year. Actual regularly scheduled hours in any given pay period may be 96, 120, or 136. The City and Union have agreed to a smoothing of pay where hours will be paid based on an average per pay period of 112.

SECTION 3 UNIFORM ALLOWANCE AND SPECIFICATIONS

3.1 NEW EMPLOYEES

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

3.2 UNIFORM REPLACEMENT ALLOWANCE

CITY agrees to expend for each Firefighter I, Firefighter II and Fire Captain the sum of ONE THOUSAND DOLLARS (\$1,000.00) 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 1st. Uniform is paid at the beginning of the fiscal year to cover costs for upcoming year,

For PERS Classic Members the uniform replacement allowance shall be considered special compensation, and will be reported to CalPERS each pay period on a pro-rata basis.

3.3 ITEMS TO BE PURCHASED BY THE EMPLOYEE

3.3.1. Class A:

Jacket: 55/45 Poly Wool Naval Officer Blue #17B8696C
Pants: 55/45 Poly Wool Naval Officer Blue #28P8696
Hat:

3.3.2. 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

3.3.3. Belt: plain, black leather 1 ½ or 1 ¾ inch wide with silver colored plain, square buckle.

3.3.4. 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 21 (Reimbursement for Loss/Damage of Personal Property) of this MOU notwithstanding.

3.3.5. Socks: white or black or gray.

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

3.4 DEPARTMENT ISSUED ITEMS

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

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

3.5 UNIFORM PATCH

The City and Union recognize the importance of their collaborative partnership, and shall seek ways to symbolize this relationship, such as patch for the uniforms of personnel, provided at no cost to the employee. The design and production of any uniform patch shall be mutually agreed upon by the City and the Union.

3.6 PROVIDED ITEM (OPTIONAL)

- 3.4.1. Sweatshirt: Navy blue with department logo.
- 3.4.2. Sweatpants: Navy blue with department logo.

SECTION 4 ACTING CAPTAIN

4.1 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.

4.2 ELIGIBILITY

- 4.2.1. 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.
- 4.2.2. 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.

4.3 METHOD OF SELECTION AND ASSIGNMENT

- 4.3.1. 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.
- 4.3.2. 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.
- 4.3.3. 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.

4.4 TRAINING AND EDUCATION

- 4.4.1 For those assigned as Acting Captains, the CITY, if requested by the individual or recommended by the Chief Officer 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 Company Officer.

- 4.4.2. Courses other than those included above may be approved by the Fire Chief upon recommendation of the Chief Officer in charge of training.
- 4.4.3. 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

4.5 PERFORMANCE EVALUATION

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

4.6 DISCIPLINARY ACTION

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

4.7 COMPENSATION

Those individuals assigned as Acting Captains shall be compensated at their base hourly rate, (excluding health and dental benefits), plus ten percent (10%) for actual hours worked as Acting Captain. The employee working as Acting Captain performs 100% of the duties of the upgraded position and does not retain any regular duties of the previous position.

To the extent permitted by law, the parties agree that Acting Captain pay is PERSable special compensation within the meaning of Section 20636 of the California Government Code and California Code of Regulations Section 571(a)(4) Temporary Upgrade Pay of the CalPERS regulations for classic member employees. Temporary Upgrade Pay is not reportable special compensation for PEPRAs employees.

In the event CalPERS regulations change resulting in Temporary Upgrade Pay being reportable special

compensation for PEPRA employees, the City will make prospective adjustments to reporting procedures to ensure compliance with CalPERS regulations.

4.8 FIRE CAPTAIN CERTIFICATION

All Firefighters who 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 5 ACTING BATTALION CHIEF

5.1 INTENT

The assignment of Acting Battalion Chief is intended to:

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

5.2 ELIGIBILITY

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

5.3 METHOD OF SELECTION AND ASSIGNMENT

- 5.3.1. 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.
- 5.3.2. 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.
- 5.3.3. 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.

5.4 TRAINING AND EDUCATION

- 5.4.1 For those assigned as Acting Battalion Chief, the CITY, if requested by the individual or recommended by the Chief Officer 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.

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

5.5 COMPENSATION

Those individuals assigned as Acting Battalion Chief shall be compensated at their base hourly rate, (excluding health and dental benefits), plus twenty percent (20%) for actual hours worked as Acting Battalion Chief. The employee working as an Acting Battalion Chief performs 100% of the duties of the upgraded position and does not retain any regular duties of the previous position.

To the extent permitted by law, the parties agree that Acting Battalion Chief pay is PERSable special compensation within the meaning of Section 20636 of the California Government Code and California Code of Regulations Section 571(a)(4) Temporary Upgrade Pay of the CalPERS regulations for classic member employees. Temporary Upgrade Pay is not reportable special compensation for PEPRAs employees.

In the event CalPERS regulations change resulting in Temporary Upgrade Pay being reportable special compensation for PEPRAs employees, the City will make prospective adjustments to reporting procedures to ensure compliance with CalPERS regulations.

SECTION 6 RETIREMENT (PUBLIC EMPLOYEES RETIREMENT SYSTEM)

It is the intent of the parties that these sections be interpreted in accord with PEPRA 2013 and attendant CalPERS regulations.

6.1 DEFINITIONS

6.1.1. New Member Employees

- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California Public Retirement System.
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another California Public Retirement System prior to January 1, 2013, and is not eligible for reciprocity.
- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of greater than six (6) months.

6.1.2. Classic Member Employees

- Employee members who do not meet the definition of “New Members” as provided by Government Code section 7522.04(f).

6.2 CLASSIC EMPLOYEE BENEFIT

Classic member employees shall be provided the 3% @ 50 retirement formula including the following:

6.2.1. Employee Contribution

Each employee covered by Section 6.2 shall pay through payroll deduction 100% of the required member contribution, which currently is nine percent (9%)

Employees covered by Section 6.2 shall pay, through payroll deduction, the 100% of the member contribution (currently 9%) plus an additional three percent (3%) of PERSable compensation for a total contribution of twelve percent (12%) toward the cost of pension benefits as permitted by Government Code Section 20516. The parties agree that this employee contribution will be made pursuant to Government Code 20516, Employee Cost Sharing of Additional Benefits.

6.2.2. Final Compensation

CITY shall continue to provide for the "single highest year" basis for retirement computation pursuant to California Government Code Section 20042.

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

CITY shall continue to provide for the "Fourth Level" Survivors' Benefits payments, pursuant to California Government Code Section 21574.

6.2.4. Sick Leave At Retirement

CITY shall continue 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 pursuant to California Government Code Section 20965. If the employee has reached the maximum retirement benefit such that not all unused sick leave may be converted to CalPERS service credit, then the City agrees to pay the employee for half of their remaining accrued sick leave as set forth in Section 14.8 – Unused Sick Leave Upon Separation.

6.2.5. I.R.S. Tax Exemption

The CITY agrees to continue to pick up employee contributions on a pre-tax basis pursuant to a resolution adopted under federal Internal Revenue Code Section 414(h)(2).

6.3 NEW MEMBER BENEFITS

New Member employees shall be provided the 2.7% @ 57 Pension retirement formula including the following:

6.3.1. Employee Contribution

Employees, hired on or after January 1, 2013, currently contribute, through payroll deduction, fifty percent (50%) of the normal cost for retirement benefit (rounded to nearest ¼ of 1%) as determined by CalPERS annually.

6.3.2. Final Compensation

For purposes of determining a retirement benefit, the final compensation shall mean the highest annual average pensionable compensation during thirty-six (36) consecutive months of service.

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

CITY shall continue to provide for the "Fourth Level" Survivors' Benefits payments, pursuant to California Government Code Section 21574.

6.3.4. Sick Leave At Retirement

CITY shall continue 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 pursuant to California 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 remaining accrued sick leave as set forth in Section 14.8.

6.3.5. I.R.S. Tax Exemption

The CITY agrees to continue to pick up employee contributions on a pre-tax basis pursuant to a resolution adopted under federal Internal Revenue Code Section 414(h)(2).

**SECTION 7
ANNUAL VACATION LEAVE**

7.1 PURPOSE

The purpose of annual vacation leave is to enable each employee time off to work so they may return to work mentally refreshed.

7.2 ELIGIBILITY

All regular full-time employees shall be entitled to annual vacation leave with pay. A probationary employee must complete six (6) months continuous service with the City before the employee is entitled to take vacation leave. When the needs of the service permit, a probationary employee may be advanced up to one week of earned credit.

7.3 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

7.3.1. Refer to Exhibit B for accrual rates

7.3.2. 40-hour employees

To provide equivalent periods of time off regardless of schedule, employees who are assigned or appointed to a day shift schedule will have their vacation leave bank charged at a rate of 1.4 hours for every hour of leave used. This factor reflects the relationship between a fifty-six (56) hour week and a forty (40) hour week.

7.4 SCHEDULING AND CARRYOVER

- 7.4.1. 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.
- 7.4.2. 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.
- 7.4.3. Any eligible employee may defer as many working days of vacation as was accumulated during the previous calendar year.
- 7.4.4. Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.

7.5 SENIORITY LIST

- 7.5.1. A list shall be posted two weeks prior to the Master Selection List, to indicate those eligible for vacation during the coming year.
- 7.5.2. 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.

7.6 MASTER SELECTION LISTS

The Master Selection Lists shall be available at Headquarters station.

- 7.6.1. The purpose of the Master Selection Lists is 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.
- 7.6.2. During the first and second selection periods an employee will record his vacation selection on the respective Selection List.
- 7.6.3. Vacations scheduled after the second selection period will be posted on the lists at Headquarters by the Duty Chief.

7.7 SELECTION PERIODS

- 7.7.1. The first selection period shall commence September 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.

7.7.2. The second selection period shall commence immediately 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.

7.7.3. After the second vacation selection period is completed, employees may select vacations at any time and not in order of seniority, subject to other provisions of this Section.

7.8. FIRST SELECTION PERIOD

7.8.1. 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.

7.8.2. 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.

7.8.3. 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.

7.8.4. A vacation not selected by the end of the seven-day period will constitute a forfeiture of seniority rights.

7.8.5. 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.

7.8.6. If an individual is absent when their vacation selection period comes up due to special assignment, school, vacation, etc., then their selection period shall be temporarily held until the employee returns to normal duty.

7.8.7. The maximum number of hours an individual may schedule during the first selection period shall be the total hours earned per year.

7.8.8. Individuals who have lost their seniority position in the first selection period will be given seven days to select vacation between selection periods according to the provisions of this section.

7.9. SPLITTING VACATION DURING FIRST SELECTION PERIOD

7.9.1. Vacation may be taken all at one time or may be split into two parts.

- 7.9.2. Splits shall not include two prime time periods.
- 7.9.3. Prime time periods shall be, but not restricted to:
 - i. Spring Break (as defined by DJUSD calendar)
 - ii. Summer Months: June, July and August;
 - iii. One week before and one week after Christmas, to include New Year's Day.
 - iv. Thanksgiving Week
- 7.9.4. Two vacation periods may be posted at one time; one prime time, one non-prime time.
- 7.9.5. A vacation period shall consist of one or more consecutive shifts.
- 7.9.6. When selecting vacation, if the set being selected continues into the next year, the employee may select the entire set.

7.10 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.

- 7.10.1. 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 Sections 7.8 and 7.8 of this section shall be followed.
- 7.10.2. A schedule showing the shifts that are still open shall be posted along with the second Master Selection List.

7.11 SCHEDULING OF CARRYOVER HOURS

- 7.11.1. 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.
- 7.11.2. All or any portion of one's beginning of the year balance, that is not scheduled during the first or second selection period, may be scheduled by the Fire Chief, provided, however, that if the end of year balance is less than 24 hours, this time may be carried over into the next year's balance. If not scheduled by the Fire Chief, it is the employee's responsibility to schedule this remaining balance prior to the end of the calendar year being scheduled.

7.12 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.

7.13 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.

7.14 MAXIMUM NUMBER OF PERSONNEL OFF PER SHIFT

- 7.14.1. No more than two Firefighters and one Captain per shift shall be permitted on vacation at any one time.
- i. Captains or the Acting Captain shall have the authority to approve or disapprove vacation time in accordance with the provisions of this section. A copy of the paperwork shall be forwarded to the Fire Chief or his/her designee.
 - ii. The Duty Chief shall approve vacation for Captains consistent with the provisions of this section. A copy of the paperwork shall be forwarded to the Fire Chief or his/her designee.

7.15 VACATION SCHEDULED AND NOT USED - RELINQUISHING

- 7.15.1. 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.

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 according to the procedures detailed in Section 7.16 of this section.

- 7.15.2 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.
- 7.15.3 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.

7.16 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:

- 7.16.1. Request for scheduling consecutive 24-hour shifts may be made at any time using the appropriate Department form.

7.16.2. Request for scheduling vacation of 24 hours or less shall be submitted no sooner than 14 days before the proposed vacation day.

7.17 SPECIAL VACATION LEAVE

The Fire Chief may grant vacation leave to an individual when the conditions of Section 7.14 – Maximum Number of Personnel Off Per Shift, of this Section cannot be met if, in his/her opinion, the reasons for the leave warrant special consideration.

7.18 MAXIMUM VACATION ACCRUAL

Notwithstanding any of the foregoing, in no event shall an employee accrue more than one year's worth of vacation accrual by years of service pursuant to Section 7.3 – Accrual, above.

**SECTION 8
HOLIDAY**

8.1 CITY RECOGNIZED HOLIDAYS

The holidays compensated for by this MOU are every day proclaimed by the Mayor of CITY and:

New Year's 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

8.2 HOLIDAY IN-LIEU

Holiday and vacation benefits, 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. These hours shall be added to the employee's vacation bank pro-rated on a per-pay-period basis to be used as time off. 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.

8.3 FLOATING HOLIDAY IN-LIEU

In lieu of two floating holidays, employees shall be granted two additional in-lieu holiday days (22.4 hours) which shall be paid on the first pay period of December of each year.

8.4 JUNETEENTH HOLIDAY PAY

Separate and distinct from sections 8.1 and 8.2, in lieu of receiving paid time off for the Juneteenth holiday, employees covered by this agreement will receive a lump sum payment equivalent to 11.2 hours of their base pay earnings. This payment will be made in the pay period that includes June 19th and will be reported as earnable special compensation for Classic & PEPRAs Members within the meaning of Section 20636 of the California Government Code and Section 571(a)(1) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

**SECTION 9
HOURS/DUTY SCHEDULE**

9.1 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:

- 9.1.1. The gross scheduled average duty week shall be 56 average gross scheduled duty hours per week, which approximates 2,912 hours per year.

9.2 DUTY SCHEDULE

9.2.1. It is agreed that the Firefighter I, Firefighter II and Fire Captain classifications shall work a “48-96” work schedule which shall be defined as a regular schedule under which employees work two (2) consecutive, uninterrupted, 24-hour shifts, followed by four (4) consecutive 24-hour days off. Employees working the “48-96” work schedule shall report for duty at 0800 hours and go off duty at 0800, forty-eight (48) hours later. An example of the “48-96” work schedule is as follows:

Example Duty Schedule (regular shift personnel):

"X" denotes tour of duty.

"O" denotes off duty.

XXOOOOXXOOOOXXOOOOXXOOOO

- a. The City and Union agree that working a “48-96” schedule will result in an FLSA pay period cycle of 24-days for purposes of overtime calculations.

9.2.2. Firefighter/Trainee classification shall be on duty, for training, five eight-hour days per week.

9.2.3. 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, school, training, etc.).

9.2.4. Revisions to this section may be made with the approval of both the Fire Chief and UNION representatives.

SECTION 10 EXCHANGE OF TIME

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

10.1 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.

10.2 SCHEDULING ORDINARY EXCHANGES

10.2.1. Shift exchanges may be scheduled for any portion of the twenty-four-hour shift.

10.2.2. In no case shall an employee exceed (72) hours of consecutive duty caused by exchange of time without express permission of the Fire Chief or designee.

10.3 DUTY

10.3.1. An individual working exchange time shall be in uniform and shall perform the same tasks as those assigned to the employee he/she is replacing, unless otherwise assigned by the supervisor.

10.3.2. Captains exchanging time shall thoroughly brief each other in order that normal and assigned special assignments are accomplished during the exchange of time.

10.4 APPROVALS

10.4.1. Company Officers (Captain and Acting Captain) of the shift(s) involved in any exchange of time must approve the exchange of time. Chief Officers (Battalion Chief, Division Chief, Fire Chief) shall approve exchange of time for Captains using the same process and criteria. Approval shall be denied if these rules are violated or if the exchange of time will interfere with special training, special assignments, staffing needs or the like.

10.4.2. Captains or the Acting Captain shall have the authority to approve or disapprove exchange of time in accordance with provisions of this section. A copy of the paperwork shall be forwarded to the Fire Chief or his/her designee.

10.4.3. All requests for exchange of time must be made on a form provided by CITY.

10.4.4. When Captains exchange time with each other, the exchange of time shall be approved or disapproved by the Duty Chief in accordance with this section.

10.5 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, 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 11 RECALL: TWELVE HOURS OR MORE

11.1 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.

11.2 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.

11.3 GENERAL

11.3.1. The Captains will offer overtime for the entire 24 hours. The person accepting may choose to split time up with another person. If time is split, the person initially accepting the offered overtime who is giving the overtime away to another employee, is responsible for informing the Captain as soon as possible as to who is standing in and for how long. The original person called is ultimately responsible for the entire 24 hours. Only the original person taking the overtime will have their box marked.

11.3.2. A call shall not be placed to those on approved leave or off work due to a shift trade.

11.3.3. Personnel may work a maximum of 72 consecutive hours. In extraordinary emergencies these hours may be extended by the Fire Chief.

11.4 CALL BACK LIST

11.4.1. A new list shall be established on July 1 and January 1 of each year.

11.4.2. 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.

11.4.3. 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 or before the above dates by the on-duty Captain at Headquarters station and witnessed by a UNION member.

11.5 PROCEDURES

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

- 11.5.1. The recall list shall be completed in ink. If a mistake is made only the Shift Officer may correct and initial the error.
- 11.5.2. The first individual to be recalled shall be the off-duty individual with the least number of filled recall boxes.
 - a. If the Shift Officer is unable to make contact with the Captain or Firefighter called, text that person using the Outlook texting feature. Wait at least 5 minutes, if there is no response from that person, call the second individual eligible for recall. When voice mail is available, leave a message.
- 11.5.3. Enter the date in the empty box when a member has been telephoned or sent a text, even for those who refuse to come in or those who did not answer their telephone/text.
- 11.5.4. 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.
- 11.5.5. 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.
- 11.5.6. When two or more personnel (Captain and 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.
- 11.5.7. In the event no person accepts recall, the person with the least number of filled recall boxes that is contacted shall be required to work.
- 11.5.8. While on vacation, employees shall not be required to accept recall.

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

January 1	ABC
July 1	CAB
January 1	BCA
July 1	ABC

11.5.10. 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).

SECTION 12
ON-DUTY TIME TO CONDUCT UNION BUSINESS

12.1 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 13 STATION ROTATION PLAN

13.1 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.

13.2 METHOD

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

- i. 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.

13.2.2. A separate bidding list for each classification, Firefighter and Fire Captain, shall be posted annually by the Fire Chief on City bulletin boards, at headquarters 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.)

13.2.3. The selection period shall be from 0800 hours October 1st to 1700 hours October 31st of each year.

13.2.4. 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 headquarters on City bulletin board.

13.2.5. At the end of the selection period (1700 hours, October 31st 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 November 10th of each year.

13.2.6. The rotation of individuals to their new stations shall be effective January 1 of each year and completed no later than January 15th (two weeks).

13.3. 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. In the case of reassignment or promotion to another shift, the shift receiving the assignee or promote shall also be permitted to rebid. 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 Section 13.2 "Method", of this section shall be used. The reassignments shall be completed within two weeks of the close of the selection period.

13.4. 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 a 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.

13.5. 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 27.1 – Grievance Procedure. If station assignments are changed to provide proper staffing, reasonable notice shall be given to Local 3494 and the affected individuals.

SECTION 14 SICK LEAVE

14.1 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.

14.2 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.

14.3 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.

14.4 RATE EARNED

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

14.5 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.

14.6 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.

14.7 SICK LEAVE USE

Sick Leave may be used in accordance with California's Paid Sick Leave law. An employee may use paid sick leave for one of the following reasons:

- For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
- For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - Spouse or Registered Domestic Partner.
 - Child (including a biological, adopted, or foster child, stepchild, legal ward, or,

- Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
- Grandparent.
- Grandchild.
- Sibling.
- A designated person which, for purposes of this provision, means a person identified by the employee at the time the employee requests paid sick days. The City may limit an employee to one designated person per 12-month period for paid sick days.

Sick Leave may be used to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

- A temporary restraining order or restraining order.
- Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

14.8 UNUSED SICK LEAVE UPON SEPARATION

No payment shall be made for unused sick leave at termination of employment whether voluntary or involuntary, except that upon retirement under PERS (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, such that not all unused sick leave may be converted to PERS service credit, then the CITY agrees to pay the employee for any unused sick leave that cannot be converted to PERS service credit, up to half of their accrued unused sick leave at the time of retirement.

**SECTION 15
HEATH AND WELFARE BENEFITS**

15.1 CAFETERIA PLAN

In accordance with “The City of Davis Flexible Benefits Plan” adopted November 21, 2006, (and as may be updated and re-adopted on a periodic basis), the city provides a Section 125 Flexible Benefits Plan ("the Plan") that qualifies as a cafeteria plan within the meaning of Section 125 of the Internal Revenue Code (“IRC”). The regular and intended effect of the Plan, under current law, is to enable employees (a) pay monthly premiums for the health benefit plans offered by the City on a pretax basis or (b) a cash benefit which is subject to tax. The details of Plan eligibility and operational requirements are set forth in the Plan documents.

The City is a participating employer in the CalPERS Public Employees’ Medical and Hospital Care Act (“PEMHCA”) pursuant to the City’s PEMHCA resolution and Government Code Section 22892.

1. All eligible employees must enroll in one of the PEMHCA medical plans unless they submit to the City satisfactory proof of alternative medical insurance coverage.
 - (a) Employees who fail to complete this requirement will be enrolled in the lowest cost health insurance policy the City offers through CalPERS.
 - (b) Flexible Benefit Plan contributions for any of the other qualified benefits as provided for in IRC Section 125.
 - (c) Employees may change their health plan participation only during open enrollment or in response to a qualifying event.

15.2 MEDICAL BENEFITS CONTRIBUTION

Effective January 1, 2018, the City contribution to the Plan for medical benefits shall be as follows:

Active Employee Benefit	
Enrollment Category	City Contribution
Employee Only:	Up to 100% of employee only Kaiser premium.
Employee & 1 Dependent:	Up to 100% of employee & 1 dependent Kaiser premium.
Employee & 2+ Dependent:	Up to 100% employee & 2+ dependents Kaiser premium.

For the term of this agreement, the City contribution to the Plan shall be adjusted annually for the January 1 premium payment. In the event of a rate increase, the City contribution shall be increased by a dollar amount equal to 100% of the increased premium for the Kaiser premium, by category. In the

event that an employee subscribes to a plan with a lower monthly premium than that of the above-mentioned Kaiser plan, the City will pay 100% of the premium for that plan.

The Kaiser regional rate used by the City shall be based upon the region to which City of Davis is assigned.

15.3 PEMHCA

City Medical Contributions

For qualifying regular full-time employees enrolled in a CalPERS PEMHCA medical plan, the City is obligated to pay the minimum employer contribution to CalPERS on behalf of qualifying employees pursuant to the City's PEMHCA resolution and Government Code section 22892. The City contribution in Section 15.2 – Medical Benefits Contribution, above includes the minimum employer contribution.

15.4 DENTAL BENEFITS CONTRIBUTION

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 an employee with two or more dependents.

Dependent children are eligible for dental coverage through the month in which the dependent reaches age 26 at which time ineligible dependents will be offered continuation coverage through COBRA.

Employees electing to opt out of dental coverage or enrolling in coverage costing less than the benefit provided, may apply the additional unused value to offset the cost of enrolling in a medical plan that costs more than the amount of benefit provided for medical coverage. Notwithstanding Section 15.4 – Opt Out Payment, any unused dental benefits contribution may not be received as cash.

15.5 OPT OUT PAYMENT

Bargaining unit employees with outside medical coverage, such as through a spouse, domestic partner, or other acceptable alternate group health coverage, upon written verification of such other coverage, who elect to waive both medical and dental coverage will receive a monthly \$500 cash opt out payment in lieu of medical and dental benefits. This amount may be used to offset premium cost(s) of purchasing additional optional benefits. Receipt of the opt out payment is taxable. The annualized opt out payment amount will be paid in equal amounts over 24 pay periods. For purposes of inclusion in the FLSA regular rate calculation, the opt out payment will be considered to be paid in equal amounts over all 26 pay periods.

15.6 LIFE INSURANCE

Effective as soon as administratively practicable subsequent to ratification of this AGREEMENT, and continuing for the term of this AGREEMENT, CITY shall contribute towards each UNION member's cafeteria benefit plan the amount to purchase a \$100,000 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 \$100,000 subject to the terms and conditions of the policy.

15.7 LONG TERM DISABILITY BENEFIT

The CITY shall provide long term disability insurance coverage (LTD) 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 the City of Davis Self-Insured Long Term Disability Plan. Purchase of this policy is mandatory.

15.7.1. 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.

15.7.2. Waiting Period

Benefits shall begin 30 calendar days after occurrence.

15.8 VISION CARE

City shall continue to make vision care coverage available to employees at no cost to the City.

15.9 OPTIONAL BENEFITS

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. Other optional benefits may be added at CITY discretion.

15.9.1. 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.

15.9.2. Flexible Spending Account

The City will continue to make available to employees Flexible Spending Accounts as governed by IRC section 125. These plans allow an employee to voluntarily contribute pre-tax dollars to a Dependent Care Account and/or an Unreimbursed Health Care Account.

SECTION 16 INSURANCE FOR RETIREES

16.1 MEDICAL BENEFITS

16.1.1. Currently Active Employees

Effective September 12, 2016 (the pay period following September 1, 2016), employees shall make mandatory contributions equal to 3.0% of salary toward the City of Davis retiree medical plan to be used to reimburse eligible medical expenses during retirement. The retiree medical plan will be funded through an irrevocable retiree medical trust established under IRC Section 115. Employee contributions will be picked up by the City on a pre-tax basis pursuant to a resolution adopted under federal Internal Revenue Code Section 414(h)(2).

The UNION and CITY agree to make plan design changes to the retiree medical plan consistent with changes made within other bargaining units. The UNION has flexibility to decline any change and instead pay a percentage of salary to offset the CITY's retiree medical costs in accordance with an actuarial study. The January 2017 actuarial study established a cost of 4.9%. In a previous contract (MOU ending June 30, 2012, Section 1, page 4), the UNION agreed to contribute a portion of salary to offset retiree medical costs and the current value of that contribution is 0.4%. In accordance with previous MOU, UNION is credited with this contribution as already being in place. UNION has agreed to changes to the retiree medical program effective January 1, 2018 as described in the section below. The savings attributable to these changes has a current actuarial value of 1.5%.

Actuarial value of retiree medical plan changes as proposed by the City equal 4.9%. After subtracting the credits of 0.4% and 1.5%, the remaining value is 3%. In lieu of making plan changes as proposed by the City, UNION agrees to mandatory contributions equal to 3% of salary to the retiree medical plan.

16.1.2. Employees Retired on or Before December 31, 2017

This section in no way affects the rights and benefits of those who have retired or will retire prior to January 1, 2018. These retirees will maintain a dollar benefit equivalent to the dollar value of the benefits established pursuant to existing authority at time of retirement, as set forth in the applicable MOU.

16.1.3. Employees Retiring on or After January 1, 2018

Effective January 1, 2018, and continuing for the term of this AGREEMENT, CITY shall contribute to a retiree medical plan on behalf of eligible retirees an amount up to 100% of the Kaiser medical insurance premium by enrollment category sponsored by the CITY through the Public Employees Retirement System. The percentage of City contribution available to any retiree is subject to the vesting requirements below (Section 16.1.4). The Kaiser rate used shall be determined by the Kaiser region in which City of Davis falls, as determined by CalPERS.

For current employees who retire under this section on or after January 1, 2018 the City contribution for Retiree Benefit is as follows and as modified by the vesting requirements below:

Retiree Employee Benefit	
Enrollment Category	City Contribution
Retiree Only:	Up to 100% of Retiree only Kaiser premium.
Retiree & 1 Dependent:	Up to 100% of Retiree & 1 dependent Kaiser premium.
Retiree & 2+ Dependent:	Up to 100% Retiree & 2+ dependents Kaiser premium.

16.1.4. Eligibility and Vesting

Pursuant to PEMHCA and relevant PERS regulations, a retired employee will qualify for retiree medical benefits if his or her retirement from the City is effective within 120 days of his or her separation from employment with the City and the retired employee receives a retirement allowance from CalPERS resulting from his or her service with the City (Annuitant). Annuitants are eligible to continue health coverage under PEMHCA. An Annuitant will receive the PEMHCA minimum contribution regardless of retirement date. Retirees are not eligible for any cash in lieu of health benefits. “Retiree” includes both service and disability retirement.

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

Total Years of Credited PERS Service	Percentage of Retiree Benefit
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

16.1.5. Medicare Eligibility

Medicare eligible retirees continue to be responsible for any cost associated with enrollment in Medicare Parts A and/or B.

16.1.6. All contributions shall be made pursuant to the City's PEMHCA resolution and Government Code section 22892. All contributions referenced in the above section include the minimum contribution.

16.1.7. All City contributions in excess of the minimum employer contribution shall be done on a reimbursement basis pursuant to IRS regulations.

16.1.8. As clarification of past and current retiree medical plan, the following is added:
The retiree benefit for which the employee is eligible as described above, is to be paid towards enrollment in CalPERS retiree medical plan. A retiree may not receive the benefit value to apply towards coverage through a spouse, other purchased plan, or medicare (plan a, b, or other).

16.2 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 for active employees. At the time of retirement, retirees are eligible to elect to continue dental coverage for themselves and their current eligible dependents. Retiree dental may be dropped during open enrollment or based on a qualifying event; however, enrollment may not be added (for retiree or dependents) after initial enrollment.

SECTION 17
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 Retirement Corporation (ICMA-RC) now doing business as “MissionSquare”, and the PERS 457 Plan. Nothing contained herein shall obligate CITY to make any contribution to the program on behalf of any individual.

SECTION 18 EDUCATIONAL REIMBURSEMENT PROGRAM

18.1 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 their careers outside of work hours. This section is clarification regarding how City Tuition Reimbursement Program applies to the UNION and is not “in addition to” City program.

18.2 ELIGIBILITY

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

18.3 PROCESS

- 18.3.1. 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, 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.
- 18.3.2. 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.
- 18.3.3. Eligible employees may be reimbursed for 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 Marshal Certification or related certificate and degree.

18.4 REIMBURSEMENT

CITY agrees to reimburse cost of tuition and books upon due verification that the employee has completed approved coursework 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.

18.5 EDUCATIONAL LEAVE

City agrees that any member participating in the educational reimbursement program shall be allowed time away from work without use of vacation or shift trades as long as the member 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 does not relieve the city from payment for time for classes members may be sent to by the department.

SECTION 19
PAYROLL DEDUCTIONS/DEPOSITS/UNION HOUR BANK

19.1 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:

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

19.2 PAYCHECK DEPOSIT

19.2.1. 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.

19.2.2. CITY agrees to deposit UNION membership dues in the bank or credit union of UNION'S choice.

19.3 CONDITIONS

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

19.3.1. Such deductions shall be made pursuant to the terms and conditions in a payroll division approved form.

- i. 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 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.

19.3.2. 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.

19.3.3. 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.

19.3.4. UNION agrees to furnish CITY, on request, information on each employee's enrollment in UNION sponsored insurance plans. Such information may include, but is 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.

19.4 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 by way of email to Fire Chief and to Shift Chief Officer impacted by absence. 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 20
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 21 REIMBURSEMENT FOR LOSS/DAMAGE OF PERSONAL PROPERTY

21.1 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.

21.2 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.

21.3 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, 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.

21.4 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.

21.5 MISREPRESENTATION

The provisions of this program shall not apply if the individual has concealed or misrepresented any fact or circumstance 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.

21.6 COST LIMITS FOR REPAIR OR REPLACEMENT

- 21.6.1 Upon acceptance of the claim, CITY shall not be liable above the actual cash value of the individual's 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.

21.6.2. In no event shall CITY be liable for more than TWO HUNDRED DOLLARS (\$200.00) for any individual item nor more than FOUR HUNDRED DOLLARS (\$400.00) for all loss arising out of a single incident.

21.7 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 in any 24-month period.

SECTION 22 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 3 (Uniform Allowance and Specifications) 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 3.5 and this section.

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 23
FIREFIGHTER TRAINEE CRITERIA

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

23.1 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).

23.2 PROBATIONARY PERIOD

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

23.3 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.

23.4 DAVIS FIRE DEPARTMENT ACADEMY PERIOD

The Davis Fire Department Academy period shall be eight (8) 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.

- 24.1 It is the intent of this criteria to ensure that individuals who drive and operate fire apparatus are properly trained for this task.
- 24.2 The Standards and Criteria for Firefighter II are contained in the Department Training Manual, Section 2. The Standards and Criteria may be revised only after the CITY and UNION have met and conferred regarding any changes or revisions.
- 24.3 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, are being met.
- 24.4 All training toward Firefighter II certification shall be conducted in accordance with Department Policy and Procedure using Department standards and training manuals.
- 24.5 Individuals shall be promoted to Firefighter II upon:
 - 24.5.1. 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
 - 24.5.2. Completion of the necessary training and evaluation as required by Firefighter II Standards contained in Davis Fire Department Policy and Davis Fire Department Training Manual, Section 2.

SECTION 25
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.

25.1 In addition to A.B.I, the Department has established Fire Investigator Team.

25.2 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 26
EMT/DEFIBRILLATION POLICY

26.1 PURPOSE

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

26.2 WHO SHALL POSSESS

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

26.3 RECERTIFICATION

The CITY shall provide EMT 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 shall be scheduled at least three (3) months prior to expiration of current certification. CITY shall schedule continual training and recertification classes with as much advance notice as possible.

26.4 SCHEDULES

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

26.5 FAILURE TO RECERTIFY

Individuals failing to successfully recertify for EMT 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.

26.6 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 26.3, 26.4, 26.5 above.

SECTION 27
REFERENCES TO PERSONNEL RESOLUTION

27.1 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.

27.2 LAY-OFF PROCEDURES

Refer to the City of Davis Personnel Rules.

SECTION 28 GRIEVANCE PROCEDURE

28.1 PURPOSE

The purpose of the Grievance Procedure is to promote improved employer-employee relations by affording the employee individually, or through the representative of their choice, a systematic means for obtaining further consideration of problems after reasonable efforts to resolve them through discussion have failed. This procedure is designed to expedite the settlement of grievances as near the point of origin as possible.

28.2 PROCESS

An employee, group of employees, or the Union may submit a grievance through the grievance procedure as provided in this Section. Alternatively, employee or Union may submit a grievance through the process outlined in the City of Davis Personnel Rules, Article VIII.

28.3 GRIEVANCE DEFINED

A grievance is a claim by an employee, a group of employees, or the Union on behalf of an employee(s) (each a "grievant"), concerning the interpretation, application, or alleged violation of this Memorandum of Understanding (MOU) and the following articles of the City of Davis Personnel Rules: Articles IX, X, XII (Layoff Procedures, but only as to the procedures and not the decision to implement layoffs; Non-Disciplinary Personnel Actions; and Termination Based on Medical Condition). All other claims are specifically excluded from the grievance procedure, including but not limited to claims which arise from the following: all disciplinary actions for which appeal procedures are provided either in this MOU or the personnel rules; performance evaluations or denial of a merit increase; challenges to reclassifications, layoffs, transfers, denial of reinstatement, working out of class; challenges to recruitment examinations or appointments; provisions of the Fair Labor Standards Act or other statutes not expressly referenced in this MOU; matters covered by City Council Resolutions No. 1303 and 1762 and specifically the City rights set forth in Article V of Resolution No. 1303; safety-related issues; and any provision of this MOU specifically identified as not grievable.

28.4 GRIEVANCE PROCEDURE FIRST LEVEL OF REVIEW

A grievant who has a grievance which remains unresolved after discussion with their supervisor may file a grievance in writing on the approved grievance form. The grievant shall file a written grievance with the Department Head. The Department Head may refer the grievance to the grievant's direct supervisor for resolution, if the Department Head is not the grievant's direct supervisor. The supervisor shall meet with the grievant and other individuals they deem appropriate and respond in writing to the grievant within ten (10) calendar days of the receipt of the grievance. The decision of the supervisor shall be final unless the grievant refiles the grievance with the Department Head not later than ten (10) calendar days after receiving a written decision from the supervisor, or if no answer has been received, not later than ten (10) calendar days following the date on which the response would otherwise be due.

28.5 GRIEVANCE PROCEDURE: SECOND LEVEL OF REVIEW.

Upon initial receipt of a grievance a Department Head may unilaterally waive the first level of review and respond to the grievance directly. Regardless of whether the first level of review is waived or whether the Department Head is responding to a refile of a grievance at the second level, the Department Head shall meet with the grievant and other individuals they deem appropriate and respond in writing to the grievant not later than ten (10) calendar days of receipt of the grievance. The decision of the Department Head shall be final unless the grievant refiles the grievance with the City Manager not later than ten (10) calendar days after receiving a written decision from the Department Head, or if no answer has been received, not later than ten (10) calendar days following the date on which the response would otherwise be due.

28.6 GRIEVANCE PROCEDURE: THIRD LEVEL OF REVIEW.

If the grievant does not agree with the decision made by the Department Head, the grievant may submit the grievance in writing to the City Manager. The City Manager or their designee shall meet with the grievant and other individuals they deem appropriate and respond in writing to the grievant not later than ten (10) days following receipt of the grievance. For grievants who are individual employees or a group of employees other than the Union, the decision of the City Manager shall be final. Notwithstanding the foregoing sentence, the Union, and only the Union, not later than ten (10) calendar days after receiving a written decision from the City Manager, or if no decision has been received, not later than ten (10) calendar days following the date on which the response would otherwise be due, may submit the decision of the City Manager to binding arbitration as set forth in Section 28.7. In the event the Union declines to submit the matter to arbitration as provided herein, the City Manager's decision shall be final.

28.7 GRIEVANCE PROCEDURE: BINDING ARBITRATION.

If the grievance is not resolved under Section 28.6, the grievance may be appealed by the Union, and only the Union, to a three-person arbitration panel consisting of one (1) representative appointed by the City, one (1) representative appointed by the Union, and one (1) representative of the California State Mediation and Conciliation Service (SMCS) or an impartial third party selected by the City and Union panel members. If the other two (2) panel members are unable to mutually agree upon an impartial third party, the parties shall request a list of five (5) arbitrators from SMCS, and the parties shall alternatively strike a name until one (1) name remains, who shall be selected. The first strike shall be determined by a coin flip with the Union making the call of the coin. The cost of employing any third-party arbitrator selected by the City representative and Union representative shall be borne equally by the parties to the arbitration. All other costs such as, but not limited to, attorneys' fees and witness fees shall be borne only by the party incurring that cost unless the parties otherwise agree to a division of costs. The arbitration hearing shall be held within the City.

The parties shall, not less than ten (10) calendar days prior to the arbitration hearing, submit to the arbitration panel and exchange with each other written statements of the question or questions submitted

for arbitration, copies of all arbitration hearing exhibits and a list of witnesses to be used by each party at the arbitration hearing. No exhibits or witnesses shall be introduced during the arbitration hearing that were not provided to the other party prior to the arbitration hearing, except for purposes of rebuttal or on a determination of good cause by the arbitration panel. If either the City or the Union so requests, the arbitration panel shall hear the merits of any issue raised regarding the arbitrability of a grievance first; no hearing on the merits of the grievance may be conducted until the issue of arbitrability has been decided. No grievance submitted to binding arbitration pursuant to this section 28.7 shall be the subject of an unfair labor practice charge filed with the Public Employment Relations Board.

The arbitration panel shall have no power to add to, detract from, or modify the language of the memorandum of understanding or modify the language of City rules and regulations in rendering a decision. The arbitration panel's award shall be limited to the precise issues raised by the grievance and submitted by the parties. The arbitration panel shall have no authority to consider any other issue not submitted by the parties. Furthermore, the arbitration panel shall have no power to compel the City to enact a legislative act, or to require the appropriation of funds by the City Council to carry out the arbitration panel's decision.

Unless the parties agree otherwise, the arbitration panel shall render its decision in writing within thirty (30) calendar days following the hearing. If requested by either party prior to the close of the hearing, the decision shall be accompanied by findings of fact and conclusions of law. Any award issued by the arbitration panel in favor of the grievant(s) shall be limited to a maximum amount of \$250,000.00, and under no circumstances may the arbitration panel award either punitive damages or attorneys' fees against either party. The arbitration panel's award shall be final and binding except as otherwise provided in Code of Civil Procedure Sections 1285 et seq.

28.8 EXTENDING TIME

The time limits specified in sections 28.4, 28.5 and 28.6 may be extended at by mutual agreement between the City and the union prior to expiration of said time limits. Failure by a grievant to pursue a grievance to the next step of the Grievance Procedure within the timelines set forth at each step of the Grievance Procedure shall be deemed a waiver of the right to further pursue the grievance, and the grievance shall be deemed resolved at the last-completed step of the Grievance Procedure.

28.9 REPRESENTATION

The grievant may have the assistance of another person of their own choosing in preparing and presenting the grievance at any level of review. Except for good cause shown, the grievant must be personally present during any meeting or hearing under this Grievance Procedure.

28.10 USE OF WORK TIME FOR GRIEVANCE

A reasonable amount of work time during the regular shift will be allowed in processing the grievance, provided it does not interfere with emergency response.

28.11 FREEDOM FROM REPRISAL

The grievant shall be free from reprisal for using the Grievance Procedure.

SECTION 29 DISCIPLINE PROCEDURE

29.1 PURPOSE

The purpose of the Disciplinary Appeal Procedure is to promote improved employer-employee relations by affording the employee a systematic means for obtaining further consideration of disciplinary action in accordance with applicable law.

29.2 PROCESS

An employee who has received “major discipline” shall be entitled to appeal such discipline as provided in this section. Notwithstanding anything to the contrary in Section 7.6 of the Personnel Rules, for the purposes of this Section, “major discipline” shall mean only the following: a suspension without pay for two 24 hour shifts (48 hours) or more, a merit decrease, a demotion imposed for disciplinary purposes, or a dismissal.

The procedure set forth in this Section shall provide an alternative disciplinary appeal procedure for major discipline. Employee may still opt to for the procedure contained in the City’s personnel rules.

29.3 DISCIPLINARY APPEAL PROCEDURE: BINDING EFFECT

As an alternative to the definitions and process laid out in the Personnel Rules, an employee subjected to major discipline, as defined in 29.2, may appeal the disciplinary action to a three-person appeal panel. The employee shall submit the notice of appeal to the City Manager in writing not later than ten (10) calendar days after the date of imposition of discipline. In the event the employee fails to timely submit the notice of appeal, the employee shall be deemed to have waived the right to appeal, and the disciplinary action shall be imposed as set forth in the notice of discipline. The panel shall consist of one (1) representative appointed by the City, one (1) representative appointed by the Union, and one (1) representative of the California State Mediation and Conciliation Service (SMCS) or an impartial third party selected by the City and Union panel members. If the other two (2) panel members are unable to mutually agree upon an impartial third party, the parties shall request a list of five (5) hearing officers from SMCS, and the parties shall alternatively strike a name until one (1) name remains, who shall be selected. The first strike shall be determined by a coin flip with the Union making the call of the coin. The cost of employing the third-party hearing officer selected by the City representative and Union representative shall split equally by the employee and the City. All other costs such as, but not limited to, attorneys’ fees and witness fees shall be borne only by the party incurring that cost unless the parties otherwise agree to a division of costs. The appeal hearing shall be held within the City.

The appeal hearing shall commence not later than sixty (60) days after receipt of the notice of appeal. Notwithstanding the foregoing sentence, the employee and the City Manager or designee may agree that the date of hearing be extended to a date certain. The City Manager or designee shall provide to the employee at least seven (7) calendar days written notice of the date, time, and place of hearing. The hearing shall be closed to the public.

Pursuant to Government Code Sections 37104 and 37105, the mayor, vice mayor, or if neither is available, any member of the City Council, may execute on behalf of the City a subpoena commanding a witness to appear during the appeal hearing and bring with him/her such tangible items as are pertinent to the subject matter of the hearing. The costs of witness fees and service fees for witnesses subpoenaed by the City in this manner shall be borne by the party seeking the subpoena.

Not less than ten (10) calendar days prior to the appeal hearing, the parties shall exchange copies of all appeal hearing exhibits and a list of witnesses to be used by each party at the appeal hearing. No exhibits or witnesses shall be introduced during the appeal hearing that were not provided to the other party prior to the appeal hearing, except for purposes of rebuttal or on a determination of good cause by the appeal panel. Technical rules of evidence need not be followed during the hearing. Any evidence that reasonable persons may rely on in the conduct of serious affairs shall be admissible, as determined by the appeal panel; provided, however, that hearsay, properly objected to, and standing alone, shall not constitute a sufficient basis for a factual finding. Witnesses shall be examined under oath. The proceedings shall be audio recorded and/or stenographically reported. If the hearing is stenographically reported, a party seeking transcription of the hearing shall be responsible for the cost of such transcription.

The City shall be required to sustain the burden of proving the factual circumstances leading to the disciplinary action, and the propriety of the level of discipline, by a preponderance of evidence. The employee shall be required to sustain the burden of proof for any affirmative defenses raised by the employee. The appeal panel may sustain, reduce or overturn the discipline imposed by the City; if the panel recommends a reduction or overturning of the discipline, then reasoning should be that the underlying facts giving rise to the discipline are not proven by a preponderance of the evidence.

Unless the parties agree otherwise, the appeal panel shall render its decision in writing within thirty (30) calendar days following the hearing. If requested by either party prior to the close of the hearing, the decision shall be accompanied by findings of fact and conclusions of law. Any award issued by the appeal panel in favor of the employee shall be limited to a maximum amount of One Year of Annual Base Salary for the affected employee, and under no circumstances may the appeal panel award either punitive damages or attorneys' fees against either party. The appeal panel shall have no power to add to, detract from, or modify the language of the memorandum of understanding or modify the language of City ordinances, resolutions, or rules and regulations in rendering a decision. The appeal panel shall have no power to compel the City to enact a legislative act, or to require the appropriation of funds by the City Council to carry out the appeal panel's decision. The appeal panel shall have no authority to reinstate a dismissed employee if the employee, after the effective date of the dismissal, no longer meets the minimum qualifications for the position they previously held except if the reason employee no longer meets minimum qualifications, is due to certification(s) lapsing from failure to maintain continuing education credits, or other certification renewal requirements. If the arbitration panel decision is to reinstate employee under this exception, the City will allow necessary and reasonable time for reinstated employee to complete training and become re-certified to meet minimum qualifications, as soon as possible. The City will pay for any required training to restore the certification(s). The appeal panel's award shall be final and binding except as otherwise provided in Code of Civil Procedure Sections 1094.6 et seq.

29.4 REPRESENTATION

The employee may have the assistance of another person or persons of his/her own choosing in preparing and presenting the appeal at hearing. Except for good cause shown, the employee must be personally present during any appeal hearing under this Disciplinary Appeal Procedure.

**SECTION 30
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 31
RESIDENCY REQUIREMENT**

CITY and UNION agree that there is no residency requirement.

**SECTION 32
PERSONAL EXPOSURE REPORTING SYSTEM**

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

**SECTION 33
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 34
CITY FACILITY USE FEE WAIVER**

The City provides a facility use fee waiver to Local 3494 for up to 3 occurrences per calendar year for charitable events. Local 3494 will still be responsible applicable fixed costs such as required facility attendants or other City staffing needed for the event.

DATED: 5/7/2024

EMPLOYEE RELATIONS OFFICER
OF THE CITY OF DAVIS

DAVIS FIREFIGHTERS LOCAL 3494

By: /s/ Michael Webb
Michael Webb, City Manager

By: /s/ Bobby Weist
Bobby Weist

EXHIBIT A

SALARY TABLE AS OF JULY 8, 2024

Position	Step	Hourly Rate (56-hour work week)
FIREFIGHTER TRAINEE	1	28.3113
FIREFIGHTER I	1	31.1423
FIREFIGHTER I	2	32.6994
FIREFIGHTER I	3	34.3344
FIREFIGHTER I	4	36.0512
FIREFIGHTER I	5	37.8535
FIREFIGHTER II	1	34.2564
FIREFIGHTER II	2	35.9694
FIREFIGHTER II	3	37.7679
FIREFIGHTER II	4	39.6562
FIREFIGHTER II	5	41.6389
FIRE CAPTAIN	1	39.3950
FIRE CAPTAIN	2	41.3647
FIRE CAPTAIN	3	43.4330
FIRE CAPTAIN	4	45.6048
FIRE CAPTAIN	5	47.8850

EXHIBIT B
VACATION ACCRUAL CHART

SERVICE	DAYS	HRS ¹	HOL HRS ₂	TOTAL HOURS	MONTHLY ACCRUAL	BI-WEEKLY ACCRUAL
Thru 5 yrs	10	112.0	134.4	246.4	20.53	9.44
6 th thru 10 yrs	15	168.0	134.4	302.4	25.20	11.59
During 11 th yr	16	179.2	134.4	313.6	26.13	12.02
During 12 th yr	17	190.4	134.4	324.8	27.07	12.44
During 13 th yr	18	201.6	134.4	336.0	28.00	12.87
During 14 th yr	19	212.8	134.4	347.2	28.83	13.30
During 15 th yr onward	20	224.0	134.4	358.4	29.87	13.73

¹ 1/5th of 56 hours = 11.2 hours

² ***** refer to holiday section which is currently a Section 8.2 “Holiday
In Lieu”