

CITY OF VENTURA
AND
VENTURA CITY FIREFIGHTERS' ASSOCIATION
International Association of Fire Fighters, Local 3431

MEMORANDUM OF UNDERSTANDING

July 1, 2016 – December 31, 2018

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF VENTURA AND
THE VENTURA CITY FIREFIGHTERS' ASSOCIATION**

ARTICLE 1 - PARTIES TO MEMORANDUM

This Memorandum of Understanding has been prepared pursuant to the terms of Resolution No. 2001-85 of the City of Ventura, which is hereby incorporated by reference as if fully set forth herein, and has been executed by the City Manager on behalf of the Management Officials of the City of Ventura hereinafter referred to as the "City," and by the Ventura City Firefighters' Association, hereinafter referred to as the "Association," on behalf of the employees occupying the job classifications of Firefighter Trainee, Firefighter/Paramedic Trainee, Firefighter, Firefighter/Paramedic and Fire Engineer (Basic Unit) and Fire Captain (Fire Captain's Unit), hereinafter referred to as "Employees."

ARTICLE 2 – RECOGNIZED EMPLOYEE ORGANIZATION

The Ventura City Firefighters' Association is hereby recognized as the exclusively Recognized Employee Organization of those employees occupying the job classifications as set forth in Article 1 of this Memorandum of Understanding.

ARTICLE 3 - SCOPE OF REPRESENTATION

The scope of representation of the Recognized Employee Organization shall be as defined by the Meyers-Millias-Brown Act (MMBA), including wages, hours and other terms and conditions of employment, subject to the provisions of this Memorandum of Understanding, and specifically Article 7 thereof.

ARTICLE 4 - IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation by the parties, to the City Council, that the Council adopt such resolutions and ordinances in order to effectuate the terms of this Memorandum of Understanding. This Memorandum of Understanding covers the period from July 1, 2016 through December 31, 2018.

ARTICLE 5 - CITY COUNCIL APPROVAL

It is agreed that the provisions of this Memorandum of Understanding are of no force or effect until ratified by the Association and duly adopted by the City Council of the City of Ventura.

ARTICLE 6 – SEVERABILITY CLAUSE

If any section, subsection, subdivision, sentence, clause or phrase of this Memorandum of Understanding is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this Memorandum of Understanding. If such should lessen or increase the compensation of employees, at

the request of either party, the City and the Association shall meet and confer to endeavor to agree to a replacement provision.

ARTICLE 7 - CITY RIGHTS

- A. The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects subject to this Memorandum.
- B. The City Manager and Fire Chief have and will continue to retain exclusive decision-making authority over matters not officially and expressly modified by specific provisions of this Memorandum, and such decision-making shall not be in any way, directly or indirectly, subject to the grievance procedure contained herein.
- C. The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent departments; to set standards of service to be offered to the public, and, through its management officials, to exercise control and discretion over its organization and operations, to establish and effect administrative regulations consistent with law and the specific provisions of this Memorandum, to direct its employees, to take disciplinary action consistent with due process requirements, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the community.

ARTICLE 8 – ASSOCIATION RIGHTS

- A. Except as otherwise provided in this Memorandum of Understanding, the Association retains, whether exercised or not, any and all rights it has under its charter and the laws of the State of California and the United States of America.
- B. Designated representatives of the Association shall be entitled to use up to a combined total of 192 hours of Association leave that requires overtime coverage. This leave time is for the purpose of conducting Association business that is consistent with City Council Policy and this Memorandum, subject to reasonable advance notice to the Fire Chief or his/her designee and departmental organizational needs, with such time to be utilized in units of no less than (4) hours per person. Association hours will be based on a calendar year.

ARTICLE 9 – ASSOCIATION ACCESS TO WORK LOCATION

- A. The Association may designate up to six representatives who shall be authorized to conduct lawful Association business related to employer-employee relations on-duty, outside of work schedule time, to the extent that such business cannot reasonably be handled on off-duty time. The representatives shall have reasonable access to work locations for the purpose of processing grievances of employees who have

made such designation for representation. Such use of on-duty time and access to work locations shall be subject to advance notification to the On-Duty Battalion Chief, and shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.

- B. A duly designated non-employee representative of the Association shall be accorded access to appropriate departmental facilities subject to the limitations set forth in the last sentence of paragraph "A" above.
- C. With the approval of the Fire Chief, the Association may use City facilities to conduct meetings for the purpose of transacting normal and usual Association business that is not contrary to law, the City's Employee-Employer Relations Resolutions, and the terms of this Memorandum when such facilities are available and such use does not interfere with departmental work schedules, nor reduce emergency response capabilities.

ARTICLE 10 - NO DISCRIMINATION POLICY

It is agreed that neither the Association nor the City shall discriminate against any employee because of membership or non-membership in the Association.

ARTICLE 11 – STRIKE / LOCKOUT

The Association agrees that it shall not condone, counsel or participate in a strike, work stoppage or slow-down, "sick-in," refusal to perform work, or other "job actions," nor picketing in support of the taking of such actions; and the City agrees that it will engage in no lockouts.

ARTICLE 12 - SALARY AND WAGES

- A. Eligibility to receive any and all of the increases/enhancements in wages, hours and other terms and conditions of employment set forth in this MOU shall be subject to a condition precedent of the affected employee being an active, fulltime employee of the City of Ventura on the effective date of the increased/enhanced wage, hour and term and condition of employment. Accordingly, it is agreed and acknowledged by the parties that any such increases/enhancements do not represent compensation for services previously rendered, but are in consideration of services to be prospectively rendered on and after the effective date of the below enhancements/improvements set forth in both this Article and elsewhere in the MOU.
- B. New employees will be eligible for a merit increase after satisfactory completion of six (6) months employment and at twelve (12) months after satisfactory completion of the probationary period as specified in the City of Ventura Personnel Rules and Regulations. Thereafter, the employee is eligible for a merit increase at twelve (12) monthly intervals until reaching the top of the applicable pay range. These increases are based on satisfactory job performance and are not automatic seniority raises. Upon promotion, an employee will be eligible for a merit increase upon completion of twelve (12) months satisfactory performance coinciding with the twelve (12) month probationary period.

- C. Effective the first full pay period following adoption of this MOU, salary ranges and base pay for employees shall be increased by 2.25%.
- D. Employees on the payroll as of the adoption of this MOU will receive a one time off-schedule lump sum payment of \$1,500.
- E. Effective the first full pay period in July 2017, the salary ranges and base pay for employees shall be increased by 2.25%.

ARTICLE 13 – RETIREMENT

A. Retirement Benefit Levels

1. “Classic Members” of CalPERS as defined by the Public Employees Pension Reform Act (PEPRA):

- a. Will be provided with the 3%@55 service retirement formula;
- b. The retirement allowance will be computed on the highest one (1) year of final compensation.

2. Employees hired on or after January 1, 2013 who are considered “New Members” within the meaning of PEPRA

- a. Will be provided with the 2.7%@57 service retirement formula;
- b. The retirement allowance will be computed on the average of the employee’s highest three (3) consecutive years of compensation.

B. Retirement Contributions

1. For “Classic Members” of CalPERS as defined by PEPRA:

a. The City will pay 4.5% of each employee’s compensation earnable and the employees will pay the remainder of the member contribution equal to 4.5% of compensation earnable. The City shall continue to report the value of the Employer Paid Member Contribution equal to 4.5% of compensation earnable to CalPERS as pensionable income pursuant to Government Code Section 20636(c).

b. Employees will pay a portion of the required employer contribution to CalPERS equal to 4.5% of compensation earnable pursuant to Government Code Section 20516(f).

2. Employees hired on or after January 1, 2013 who are considered “New Members” within the meaning of PEPRA, will be required to pay at least 50% of the normal cost rate for the retirement formula. The City will not pay any portion of the employee’s contribution. (Government Code Section 7522.30)

C. The City shall provide the following optional retirement benefits:

1. Improved 1959 Survivor Benefit Level III pursuant to the California Government Code.
2. Post Retirement Survivor's Continuance pursuant to the California Government Code.
3. Military Service Credit pursuant to the California Government Code.

ARTICLE 14 – INSURANCE CONTRIBUTIONS

When an employee is initially hired, the employee shall designate how he/she wishes to utilize the City’s insurance contributions (for medical and/or dental insurance). If the employee’s insurance choices exceed the City’s maximum contribution (Sections A and B below), the employee will pay the difference through payroll deduction, on a pre-tax basis to the extent permitted by law.

The employee’s insurance designation at the time of hire, or annually during open enrollment, will remain in effect during the plan year. All employees will be required to re-elect their medical and dental plan enrollments, and certify eligible dependents via the City’s benefit website during the City’s annual open enrollment period. Qualifying mid-year life event changes to medical plan enrollment (e.g., birth of child, adoption, marriage, divorce, etc.) can be requested on the City’s benefit website outside of the annual open enrollment period with required documentation. Employees may elect to waive the City’s medical insurance plans, by providing the City, annually, with proof of alternate group insurance coverage (e.g., spouse’s employer group medical insurance plan) as required by the City.

A. **Medical/Dental.** The City shall contribute semi-monthly per active unit member up to the designated amounts listed in the chart below for the City’s group medical and dental insurance coverage. The exact amount of the City contribution per member will depend on the insurance coverage selected by the employee under the medical insurance plan. There is no cash payment for unused medical-dental dollars.

Maximum Medical/Dental	Employee Only		Employee + One		Family	
	Monthly	Semi-Monthly	Monthly	Semi-Monthly	Monthly	Semi-Monthly
Current	\$191.00	\$95.50	\$191.00	\$95.50	\$191.00	\$95.50
First full pay period following MOU adoption or as soon as practicable thereafter	\$191.00	\$95.50	\$319.00	\$159.50	\$544.00	\$272.00
2017 Plan Year	\$191.00	\$95.50	\$496.00	\$248.00	\$833.00	\$416.50
2018 Plan Year	\$191.00	\$95.50	\$601.00	\$300.50	\$1006.00	\$503.00

B. **Optional Benefit.** The City agrees to provide \$256.50 semi-monthly (\$513.00 per month) per employee as part of an optional benefit program. The purpose of the optional benefit program is to provide money toward medical/dental insurance coverage for employees and their eligible dependents to pay for medical/dental premium costs under the City's group insurance program. Any amount accrued and not used to cover insurance premium costs shall be paid as cash (except as indicated in the paragraph below) on a semi-monthly basis (24 pay periods per year). This cash benefit shall not be subject to retirement withholding, nor shall it be used in retirement calculations.

Employees hired after the date of the adoption of this MOU, who elect to waive the City's medical insurance coverage by providing proof of alternate group insurance coverage, shall not be eligible to receive a cash payment of unused optional benefit dollars.

- C. The City agrees to pay the cost of vision insurance for employees and eligible dependents.
- D. The City agrees to provide and pay for a \$10,000 basic term life insurance policy for each employee and dependent life insurance of \$2,000 for each eligible dependent as defined under the City's life insurance contract.
- E. The City agrees to provide a \$40,000 lump sum payment to the employee's beneficiary when an employee's death results from personal injury sustained in the line of duty, which qualifies the employee's beneficiary to Public Safety Officers death benefits under the "Public Safety Officers Benefits Act of 1976."
- F. The City may reopen the issue of medical insurance if there is a reasonable basis to conclude that the City may be subjected to penalties under the Affordable Care Act.

ARTICLE 15 – OPTIONAL BENEFIT PROGRAM

(Article 15 has been incorporated into Article 14)

ARTICLE 16 – DEFERRED COMPENSATION CONTRIBUTION

The City will contribute \$14.00 per month (\$6.46 per pay period) to each employee's deferred compensation account, if the employee has a current active deferred compensation account. This applies only to deferred compensation plans offered through the City.

ARTICLE 17 – FLEXIBLE SPENDING ACCOUNT

Employees will be eligible to participate in the City's I.R.S. Section 125 "salary conversion program" effective plan year 2006, which allows individuals to allocate "pre-tax dollars" to pay for non-reimbursed medical expenses or dependent child care expenses. Employees who wish to participate agree to abide by the City program rules and pay for the administrative fee charged by a third-party administrator contracted by the City to manage these medical/dependent care reimbursements.

ARTICLE 18 – RETIREMENT HEALTH SAVINGS PLAN

The City shall offer part-time and fulltime probationary and regular status employees the opportunity to participate in a Retirement Health Savings Plan. Employee participation is governed by the terms and conditions set forth in this Article. A Retirement Health Savings Plan is designed to permit employees to irrevocably designate on a pre-tax basis, salary and/or leave payouts (which occur upon termination of employment) to be used to help pay for health insurance costs when the employee is no longer working for the City. No City contribution is made toward the cost of this plan. Further terms and conditions of the plan are set forth in the agreement between the City and the City's designated plan administrator.

Employees covered by this Agreement shall contribute to the Retirement Health Savings Plan an amount equal to one percent (1%) of their base salary throughout the employee's tenure with the City, and an amount equal to seventy-five percent (75%) of their leave payouts which occur upon termination of employment (see Article 37, Vacation and Article 36, Sick Leave Payout). Employees will receive a cash payment for the remaining 25% of the leave payout (i.e., 25% of accrued vacation leave plus 25% of the 25% or 50% sick leave credit (6.25% for those eligible to receive 25% or 12.5% for those eligible to receive 50%).

ARTICLE 19 – UNIFORM ALLOWANCE

- A. All employees shall continue to have those uniform items supplied by the City which have been provided in the past or which may be additionally required in the future. Replacement of damaged, worn or otherwise unserviceable uniform items shall occur according to department policy.
1. A uniform maintenance allowance in the amount of four hundred eighty-four and 70/100 dollars (\$484.70) per year shall be provided each employee payable in 26 bi-weekly installments of \$18.65. (See 2.a. below). This allowance shall be for the cleaning, maintaining and repairing of clothing worn on duty.
 2. Impact of the Reduction/Elimination of Certain Specialty Pays/Programs - In accordance with Article 20(A)(4)(a), Article 20(B)(4)(a) and Article 24(B)(1), the uniform allowance set forth above may be increased as a result of the reduction or elimination of the HazMat specialty, USAR-Truck specialty, Ocean Rescue specialty and/or the 40 hour engine company. If the uniform allowance is increased as a result of the reduction or elimination of one or more of those programs, and the program(s) or positions within that program is/are later restored, the uniform allowance will be reduced by a commensurate amount.
 - a. As per Article 24.B.1, effective April 4, 2009, the uniform allowance will be increased to eight hundred fifty-three and 58/100 (\$853.58) per year, payable in 26 bi-weekly installments of \$32.83.

- b. At such time individuals are reassigned to a 40-hour engine company, the uniform allowance will revert back to four hundred eighty-four and 70/100 dollars (\$484.70) per year payable as indicated in A.1 above.

ARTICLE 20 - SPECIALTY PAY

A. Hazardous Materials (Haz-Mat) Specialty Pay

1. Haz-Mat specialty pay equal to 4.5% of base salary will be paid to only those employees who have obtained certification as a Haz-Mat Technician or Haz-Mat Specialist, who are assigned to and serve on the active Haz-Mat company or companies, and will be paid at the time of the assignment. Assigned individuals who do not perform up to program requirements will have their specialty pay discontinued and may be reassigned to another company.
2. Individuals who maintain certification as a Haz-Mat Technician or Haz-Mat Specialist but are not assigned to the primary Haz-Mat company (or companies) and who supplement the program by filling in for absent program employees, or who respond to Haz-Mat emergency events from an off-duty status, or participate in assigned training within the program, shall be entitled to a flat amount of \$45.00 per event in addition to their regular pay or overtime pay. These individuals must participate in all required training exercises necessary to maintain related skills and program knowledge.
3. Individuals who maintain certification as Hazardous Materials Technicians or Hazardous Materials Specialists but are not assigned to the primary Hazardous Materials Company (or Companies) and who are assigned to supplement the program when utilized on duty for those tasks that are clearly above and beyond those of a Hazardous Materials First Responder, are eligible for a flat amount of \$45 (forty-five dollars) per event in addition to their regular pay. This \$45 will be limited to a maximum of \$45 each shift (regardless of the number of hazardous materials responses) and in no event shall exceed a maximum of \$135 (one hundred thirty-five dollars) each calendar month. These individuals must participate in all required training exercises necessary to maintain related skills and program knowledge.
4. In the event of the City's decision to reduce or eliminate the Haz Mat program:
 - a. An amount equal to the dollar amount paid for Hazardous Materials (Haz-Mat) Specialty Pay per pay period for each employee affected by the reduction to or elimination of the Haz-Mat program shall be redistributed equally among all employees in the form of a uniform allowance. For example, if three employees were affected by the reduction or elimination of the Haz-Mat program then an amount equivalent to the actual biweekly dollar amount paid to those three affected employees combined would be divided among the total number of employees at the time and that dollar amount would be added to the biweekly uniform allowance for each employee. Any subsequent program reductions would follow the same formula.

- b. The remaining Haz Mat staffing will be determined first based on rank seniority within the program and then rank seniority within the Department.

B. Urban Search and Rescue (USAR) - Truck Specialty Pay

1. Employees assigned to perform USAR Truck functions shall receive an amount equal to 4.5% of their base salary while so assigned. USAR/Truck specialty pay will be paid only to those employees who are assigned to Station 5 full-time (maximum of 21 employees) and have attained either USAR and/or Truck Certification. Employees are further required to complete certification in the five core Urban Search and Rescue classes (LARRO, RS1, RS2, Trench Rescue, Confined Space Operational) in order to maintain the USAR/Truck specialty pay. Employees who have obtained RSI prior to this contract are not required to have LARRO. Assigned employees who are unable to complete these department provided five core classes within one year of being assigned to perform USAR/Truck functions or who do not perform up to program requirements, will have their specialty pay discontinued and may be reassigned to another company.
2. Employees who maintain a USAR and/or Truck Certification who supplement the program by filling in for absent Truck Company/USAR Program employees, or who respond to USAR emergency events from an off-duty status, or participate in assigned training within the program, shall be entitled to a flat amount of \$45.00 per event in addition to their regular pay or overtime pay. These employees must participate in all required training exercises necessary to maintain related skills and program knowledge.
3. Employees who maintain USAR and/or Truck Certification but are not assigned to the primary USAR/Truck (or Companies) and who are assigned to supplement the program when utilized on-duty for those tasks that are clearly above and beyond those of a USAR FRO, are eligible for a flat amount of \$45 (forty-five dollars) per event in addition to their regular pay. This \$45 will be limited to a maximum of \$45 each shift (regardless of the number of USAR/Truck related responses) and in no event shall exceed a maximum of \$135 (one hundred thirty-five dollars) each calendar month. These employees must participate in all required training exercises necessary to maintain related skills and program knowledge.
4. In the event of the City's decision to reduce or eliminate the USAR-Truck program:
 - a. An amount equal to the dollar amount paid for USAR/Truck Specialty Pay per pay period for each employee affected by the reduction or elimination of the USAR/Truck Program shall be redistributed equally among all unit employees in the form of a uniform allowance. For example, if the reduction to or elimination of the USAR-Truck program affected three employees then an amount equivalent to the actual biweekly dollar amount paid to those three affected employees combined would be divided among the total number of unit employees at the time and that dollar amount would be added to the

biweekly uniform allowance for each unit employee. Any subsequent program reductions would follow the same formula.

- b. The remaining USAR-Truck staffing will be determined first based on rank seniority within the program and then rank seniority within the Department.

C. Ocean Rescue Specialty Pay

1. Employees assigned to perform ocean rescue duties shall receive an amount equal to 2% of their base salary while so assigned. Employees will be required to pass a United States Lifeguard Association (USLA) approved timed swim test of swimming 500 meters in 10 minutes or less, and be selected by an interview process comprised of an interview panel chosen by agreement of labor and management. The individuals selected for Ocean Rescue assignment are required to successfully complete a 40-hour USLA Aquatics Rescue Response Team Course or USLA approved 40-hour open water lifeguard academy prior to commencing water rescue duties and receiving Ocean Rescue Specialty Pay. As an alternative, an Ocean Rescue Task Book that adheres to the training parameters of the United States Lifeguarding Association may be established to create a pool from which future participants may be selected. Members must complete the task book (certified by an ocean rescue training officer) prior to appointment to the Ocean Rescue Program. The swim test and interview process will not be compensable.
2. Assigned employees are required to pass the USLA approved timed swim test annually. Assigned employees unable to pass the annual USLA approved times swim test or who do not perform up to program requirements will have their specialty pay discontinued and may be assigned to another company.
3. Ocean Rescue Specialty Pay will be provided for up to 15 employees. Employees in the Ocean Rescue Program will be assigned to shifts and or stations according to department need.
4. In the event of the City's decision to reduce or eliminate the Ocean Rescue program:
 - a. An amount equal to the dollar amount paid for Ocean Rescue Specialty Pay per pay period for each employee affected by the reduction or elimination of the Ocean Rescue program shall be redistributed equally among all unit employees in the form of a uniform allowance. For example, if three employees were affected by the reduction or elimination of the Ocean Rescue program then an amount equivalent to the actual biweekly dollar amount paid to those three affected employees combined would be divided among the total number of unit employees at the time and that dollar amount would be added to the biweekly uniform allowance for each unit employee. Any subsequent program reductions would follow the same formula.
 - b. The remaining Water Rescue staffing will be determined first based on rank seniority within the program and then rank seniority within the Department.

D. Fire Cause Investigator Specialty Pay

A minimum of three (3) employees, one per shift, may be assigned as a Fire Cause Investigator. Assignment as a Fire Cause Investigator requires completion of classes sponsored by the State Fire Marshal's office in Fire Investigation 1A, 1B, 2A, 2B and PC 832. Employees who apply for and are accepted as Fire Cause Investigators as outlined in the Fire Department's Investigation Program, and are assigned as Fire Cause Investigators will receive specialty pay in an amount equal to 4.5% of his/her base salary.

E. Emergency Medical Technician-Defibrillator Specialty Pay

Each employee who has been certified to perform as an Emergency Medical Technician and use the defibrillator shall receive specialty pay in an amount equal to three percent (3%) of his/her base salary.

F. Fire Staffing Officer Specialty Pay

Effective July 9, 2011, Fire Captains (1) who are assigned to suppression (2) who are routinely and consistently assigned to administrative work (Fire Staffing) during normal hours of employment (3) whose additional duties differ from normal suppression employees, and (4) who are assigned as Fire Staffing Officers, shall be paid an amount equal to 4.5% of the employee's base salary.

A minimum of three Fire Captains will be designated Primary Fire Staffing Officers (FSO), one per shift. The primary (FSO) station shall be a single station designated by Fire Management and fully detailed in Operational Guideline # 1103.00.

ARTICLE 21 - BILINGUAL PAY

Unit employees who demonstrate proficiency in a second language by passing the Department's standardized test and are available for department use shall be paid an additional \$52.00 per pay period (\$112.67/ month).

ARTICLE 22 - PARAMEDIC SPECIALTY PAY

A. Active Paramedic Program

The classification of Firefighter-Paramedic means that possessing a State of California Certified Paramedic License is a condition of employment.

The Fire Department agrees to make every reasonable effort to provide the necessary on-duty continuing education training and classes, excluding field care audits for all Department recognized paramedics who are required to maintain their California Certified Paramedic License.

When an employee must attend these courses off-site during off-duty hours and attendance places the employee in an overtime status, he or she will be

compensated at time and one-half his/her regular rate of pay, up to a maximum of ten (10) hours during the employee's two-year paramedic licensure cycle. The three-hour call-back minimum (Article 33) does not apply to this Article.

The City agrees to pay the biennial costs of the State license and the County accreditation, as well as the tuition costs for mandatory classes required to maintain a State of California Certified Paramedic License. The City will not pay for travel, lodging, per diem, or any overtime payments, other than the overtime outlined above, incurred by an employee in order to maintain his/her State of California Certified Paramedic License.

B. New Employees

The Department, at its discretion, retains the right to designate new positions of Firefighter-Paramedic for any vacancies. All employees hired after January 1, 1999 with State of California Certified Paramedic License, at the Department's discretion, may be placed into the classification of Firefighter-Paramedic or Firefighter-Paramedic Trainee. Employment into the classification of Firefighter-Paramedic or Firefighter-Paramedic Trainee means possessing a State of California Certified Paramedic License is a condition of employment.

When an employee must attend these courses off-site during off-duty hours and attendance places the employee in an overtime status, he or she will be compensated at time and one-half his/her regular rate of pay, up to a maximum of ten (10) hours during the employee's two-year paramedic licensure cycle. The three-hour call-back minimum (Article 33) does not apply to this Article.

The City agrees to pay the biennial costs of the State license and the County accreditation, as well as the tuition costs for mandatory classes required to maintain a State of California Certified Paramedic License. The City will not pay for travel, lodging, per diem, or any overtime payments, other than the overtime outlined above, incurred by an employee in order to maintain his/her State of California Certified Paramedic License.

C. Special Paramedic Assignments:

1. Upgraded Paramedics. The Department, at its discretion, retains the right to designate Captains and Engineers as upgraded Paramedics. Fire Engineers or Fire Captains who possess a State of California Certified Paramedic License, a Ventura County Level II status and are assigned by the Department to perform paramedic duties (in addition to their regularly assigned duties) shall receive eight percent (8%) of the employee's base salary while serving in such assignment. Assignment to upgraded paramedic duties requires the Engineer or Captain to possess a State of California Certified Paramedic License.

When an employee must attend these courses off-site during off-duty hours and attendance places the employee in an overtime status, he or she will be compensated at time and one-half his/her regular rate of pay, up to a maximum of ten (10) hours during the employee's two-year paramedic licensure

cycle. The three-hour call-back minimum (Article 33) does not apply to this Article.

The City agrees to pay the biennial costs of the State license and the County accreditation, as well as the tuition costs for mandatory classes required to maintain a State of California Certified Paramedic License. The City will not pay for travel, lodging, per diem, or any overtime payments, other than the overtime outlined above, incurred by an employee in order to maintain his/her State of California Certified Paramedic License.

2. If re-licensing or re-certification becomes necessary while a Fire Engineer or Fire Captain is assigned by the Department to perform paramedic duties under this article, the City agrees to pay the biennial costs of the State license and the County accreditation, as well as the tuition costs for mandatory classes required to maintain a State of California Certified Paramedic License. The City will not pay for travel, lodging, per diem, or any overtime payments, other than the overtime outlined below, incurred by an employee in order to maintain his/her State of California Certified Paramedic License.

When an employee must attend these courses off-site during off-duty hours and attendance places the employee in an overtime status, he or she will be compensated at time and one-half his/her regular rate of pay, up to a maximum of ten (10) hours during the employee's two-year paramedic licensure cycle. The three-hour call-back minimum (Article 33) does not apply to this Article.

- a. When assigned to a 40-hour week as the EMS Coordinator, an upgraded medic shall be paid an additional \$115.38 per pay period (\$250.00 per month).
 - b. If an upgraded paramedic, not assigned as the EMS Coordinator as provided for above, attends meetings representing the EMS Coordinator or serves on PSC subcommittees, he/she shall be paid time and one-half based upon the applicable 40-hour per week hourly rate (1.4 x 1.5 overtime rate) for those meetings. For example, if the applicable hourly rate for a Fire Captain is \$30 per hour, the overtime rate would be (1.4 x 30) x 1.5 or \$63.00 per hour. Meetings that qualify for this special pay rate must have the prior approval of the Fire Chief or his/her designee.
3. Preceptor Pay. If it is determined necessary by the Fire Chief to assign a qualified paramedic to precept a college intern, the individual assigned shall be paid an amount equivalent to an additional 5% of top step Firefighter-Paramedic base salary, while assigned preceptor duties. For example, if top step Firefighter-Paramedic is \$23.5925 per hour base, the biweekly amount will be \$23.5925 x 112 hours x 5% or \$132.12 biweekly. The Fire Chief or his/her designee will select paramedics to act as preceptors.
 4. Probationary Engineers or Captains. When an employee is promoted from Firefighter-Paramedic to Fire Engineer or Fire Captain, and is assigned by the Department to perform paramedic duties under this article, the City agrees to pay

the biennial costs of the State license and the County accreditation, as well as the tuition costs for mandatory classes required to maintain a State of California Certified Paramedic License. The City will not pay for travel, lodging, per diem, or any overtime payments, other than the overtime outlined below, incurred by an employee in order to maintain his/her State of California Certified Paramedic License.

When an employee must attend these courses off-site during off-duty hours and attendance places the employee in an overtime status, he or she will be compensated at time and one-half his/her regular rate of pay, up to a maximum of ten (10) hours during the employee's two-year paramedic licensure cycle. The three-hour call-back minimum (Article 33) does not apply to this Article.

- D. Notwithstanding the above, during the term of this MOU, each employee who was an upgraded paramedic as of July 1, 2006 and has been an upgraded paramedic since that time will continue to receive upgraded specialty pay as described above, provided such employee retains appropriate certifications/licensure and makes himself/herself available for assignment as an upgraded paramedic. Moreover, during the term of this MOU, each employee who became an upgraded paramedic after July 1, 2006, was one as of April 1, 2009, and has been an upgraded paramedic since that time will continue to receive upgraded specialty pay as described above, provided: 1) such employee remains in the rank he/she was in on April 1, 2009; 2) retains appropriate certifications/licensure; and 3) makes himself/herself available for assignment as an upgraded paramedic.

ARTICLE 23 – FIRE CERTIFICATION PAY

A. Fire Officer Certification

An employee who has not received any prior payment for Fire Officer certification and who provides the City with proof of having earned Fire Officer certification through the California State Fire Marshal's Office shall receive a one-time payment of \$1,000.

B. Chief Officer Certification

Fire Captains who have not previously received payment for and who provide the City with proof of having earned Chief Officer certification through the California State Fire Marshal's Office shall receive a one-time payment of \$1,000.

ARTICLE 24 – 40-HOUR ENGINE COMPANY

- A. The Fire Chief may establish a 40-hour engine company to provide an effective resource with the mission of reducing response times and improving operational effectiveness.
- B. Individuals assigned to the 40-hour engine company shall be considered "suppression" personnel and such assignment will not be considered a "staff assignment." A ten percent (10%) shift differential shall be provided to employees

assigned by the Fire Chief to a 40-Hour engine company assignment. This shift differential premium pay shall be reported to CalPERS as pensionable income.

1. If the City reduces or eliminates the 40-Hour Engine Company assignment an amount equal to the dollar amount paid for the assignment per pay period for each employee affected by the reduction or elimination of the program shall be redistributed equally among all unit employees in the form of a uniform allowance. For example, if three employees were affected by the reduction or elimination of the assignment an amount equivalent to the actual biweekly dollar amount paid to those three affected employees combined would be divided among the total number of unit employees at the time and that dollar amount would be added to the biweekly uniform allowance for each unit employee. Any subsequent program reductions would follow the same formula.

C. Suppression/Overtime Coverage

1. The City has claimed the partial overtime exemption provided in Section 7(K) of the FLSA related to the suppression 40-hour engine company. FLSA overtime for those suppression personnel assigned to the 40-hour engine company shall be based on a 28-consecutive day work period.
2. Notwithstanding the provisions of FLSA, employees assigned to the suppression 40-hour engine company shall be paid and one-and-one-half times the hourly rate for all hours worked outside the employee's regularly scheduled, average 40-hour week. 56-hour suppression employees assigned to work overtime on the 40-hour engine shall be paid at the pay rate of 1.4 X 1.5. However, Fire suppression personnel assigned to the 40-hour engine company who accept an assignment to a 24-hour overtime shift, shall be paid one-and-one-half times the hourly rate of a 56-hour suppression employee in the same classification and step.
3. Paid leave time shall not count as hours worked toward the maximum non-overtime hours (212 hours) allowed in a 28-day work period for calculation of FLSA overtime which shall be paid at one-and-one-half times the regular rate of pay.
 - a. Pursuant to Article 39, upon assignment from a 56-hour to the 40-hour engine company, an employee's paid leave balances accrued on a 56-hour work schedule basis shall be adjusted proportionately downward to provide an equal amount of time off. Upon assignment from the 40-hour to a 56-hour engine company an employee's paid leave time accrued on a 40-hour basis shall be adjusted proportionately upward to provide an equal amount of time off. In addition, this adjustment shall include, but not be limited to accrual rates and qualification for sick leave credits.

ARTICLE 25 - STAFF ASSIGNMENT PREMIUM PAY

Employees who are assigned and work a staff assignment for eighty (80) consecutive hours or more shall receive, from the first hour, premium pay of 10% of their base pay.

In addition, employees regularly assigned to a staff position shall adhere to City Administrative Policy 12.35, Cell Phone Use. Assignments may be made at the discretion of the Fire Chief. Paid leave time hours and accrued balances shall be adjusted in accordance with Article 39 (Paid Leave Accrual Administration) for employees working the assignments described in this article.

ARTICLE 26 - OUT-OF-CLASS PAY

- A. An employee who is temporarily assigned and serves in a higher job classification for four (4) complete consecutive 24-hour shifts shall receive out-of-class pay from the first shift so served at a salary which is:
 - 7.5% higher than his/her regular base pay in his/her regular classification, or
 - The "A" step of the salary range of the higher classification, whichever is greater, and
 - In no event less than the base pay of employees supervised, nor
 - Higher than the top of the higher salary range.
- B. All employees promoted into a position shall serve a one-year probationary period within that position without credit for time served in an out-of-class position, irrespective of when served.

ARTICLE 27 – PERIODIC PHYSICAL EXAMINATIONS

- A. The parties agree that physical examinations will be required of all employees at the following intervals:

Under age 40	Every 3 years
Age 40 to 55	Every 2 years
Age 55 and over	Annually

- B. Follow-up tests will only be authorized as medically indicated by an examination report, and pre-approved by the City, when the purpose is to determine the employee's continued fitness for duty. For any other follow-up tests or treatment, the employee will be referred to his/her private physician.
- C. In the event new and substantial procedures are added on a mandatory basis to the current Departmental Physical Fitness Program, implementation shall be accompanied by such physical examinations and tests as deemed appropriate in the judgment of the City's physician.
- D. An employee will be advised and required to give written approval to have summary exam results sent to the Fire Chief. Such reports shall reflect the employee's fitness to perform assigned duties and shall remain confidential. The employee shall be entitled to inspect and photocopy his/her personal summary medical reports resulting from such examinations, except that nothing herein shall be construed as waiving any statutory privileges.

ARTICLE 28 - DRIVER'S LICENSE FEE REIMBURSEMENT

All employees shall maintain the required level of California driver's license. The City will reimburse all unit employees the cost of driver's license renewal fees to the extent the fees exceed the cost of a California Class C license.

ARTICLE 29 - TUITION ASSISTANCE PROGRAM

The City will pay the full cost of tuition and books for eligible employees covered by this MOU up to the maximum amount specified in the City Administrative Policy and Procedure 12.7. Administration of the tuition reimbursement program will be in accordance with City Administrative Policy and Procedure (A.P.P.) 12.7

Employees are eligible to participate in the City's tuition reimbursement program in accordance with the City A.P.P. 12.7. The City reserves the right to amend or delete such policy at any time. Prior to any amendments and/or deletions the City will notify the unit and provide an opportunity to meet and discuss such amendments and/or deletions before implementation. No reduction in reimbursable expenses will occur with respect to any employee who incurred reimbursable expenses on or before the effective date of a benefit reduction.

ARTICLE 30 - HOURS OF WORK

A. Fire Suppression – 48/96 Schedule

1. Application: This agreement will apply to Fire Suppression employees subject to a 24-hour shift schedule.
2. Termination of 48/96 Schedule: With 90 days advanced written notice, either the City or the Ventura City Firefighters Association may discontinue the 48/96 work schedule for failure to meet the objectives of the 48/96 work schedule (refer to the items listed in Section 6, "Objectives of 48/96 Schedule," below).
3. Trial Period Effective Dates and Voting: An original vote will be taken by members of the Ventura City Firefighters Association (IAFF Local 3431), decided by simple majority, to implement the trial 48/96 schedule beginning the first full pay period in January, 2017, or as soon thereafter as is practicable. IAFF Local 3431 will conduct another vote, decided by 2/3 majority, to either continue or discontinue the 48/96 schedule beyond the trial period no later than December 31, 2017. If the resulting vote is to return to the previous "4-4-4-6" work schedule, the City will administer the change of schedule within 90 days of notification by the VCFFA.
4. FLSA Work Cycle: The work cycle will be defined as a 24-day work period, as permitted by the current Memorandum of Understanding (MOU) and the Fair Labor Standards Act (FLSA), in order to accommodate the 48/96 schedule. Overtime will be paid in accordance with Article 32 of the MOU.

5. Description of 48/96 Work Schedule: A duty shift will be a single period of 24 consecutive hours, starting at 0800 hours and continuing through 0800 hours the following day. A crew rotation will occur after 2 consecutive duty shifts (48 hours), followed by 96 hours off.
6. Objectives of 48/96 Schedule: It shall be the goal of the 48/96 schedule change to enhance employee morale and job satisfaction, increase productivity and training opportunities, improve continuity in the management of collateral assignments, and reduce commuter trips by 50% for all fire suppression staff without negative impacts on the City including, but not limited to, the following areas:
 - Sick leave use
 - Number of injuries/worker's compensation claims
 - Number of vehicle accidents
 - Training hours completed
 - Employee fatigue
 - Resulting operational difficulties/challenges
 - Compliance with new and existing department policies
 - Overtime costs

B. Staff Assignments

The duty schedule for employees working staff assignments will be as established by the Fire Chief. For the term of this MOU the duty schedule shall consist of eighty (80) hours in a fourteen (14) day work period. The work period will consist of two (2) forty (40) hour workweeks.

Mealtime is excluded from hours worked and shall be no less than thirty (30) minutes each day. Mealtime is to be considered as off-duty time and no work will be required nor will staff employees be required to be in possession of their Department issued radio or telephone pager.

Employees working in staff assignments may be temporarily or permanently assigned to Fire Suppression schedules in order to meet work requirements.

C. Fire Suppression

The regular duty schedule for Fire Suppression employees shall be the current 24-hour shift, 56-hour week, 24-consecutive day work period.

Fire Suppression personnel may be temporarily or permanently assigned to a 40-hour workweek schedule or to different line-assigned schedules in order to meet work requirements (see also Article 24).

ARTICLE 31 - SHIFT TRADE AND EARLY RELIEF PRIVILEGES

- A. Employees shall continue to have the right to trade work shifts in a manner consistent with the Fair Labor Standards Act and department policy.

- B. The City shall accrue no liability for overtime coverage as a result of shift trades.
- C. The Association and Department Administration have agreed to a mutually agreeable shift trade policy. The Association and the City recognize their mutual responsibility to meet and confer over any subsequent changes to that policy.

ARTICLE 32 – SUPPRESSION / OVERTIME

- A. Employees shall be compensated for overtime consistent with the mandates of the Fair Labor Standards Act (FLSA), so long as said Act and its provisions are legally binding on the City.

The City has determined that Fire Captains are exempt from coverage under the FLSA, but nevertheless agrees that Fire Captains shall accrue overtime benefits consistent with the FLSA for the term of the current MOU.

- B. The Association agrees on behalf of itself and its unit members that the City's agreement to provide such benefits to Fire Captains shall not be alleged or otherwise asserted in any proceedings as an admission or waiver by the City as to the status of Fire Captains under the FLSA.
- C. The City elected to claim the partial overtime exemption provided in Section 7(K) of the FLSA. FLSA overtime for suppression personnel shall be based on a 24-consecutive day work period, and for other personnel on a 14-consecutive day work period, as designated by the Fire Chief. Employees shall be assigned hours of work in accordance with Article 30.
- D. Notwithstanding the provisions of the FLSA, employees shall be paid at one-and-one-half times the hourly rate for all hours worked outside an employee's regularly scheduled, average 56-hour week.
- E. Paid leave time shall not count as hours worked toward the maximum non-overtime hours (182 hours) allowed in a 24 day work period for calculation of FLSA overtime which shall be paid at one-and-one half times the regular rate of pay.
- F. Paid leave time for other personnel working an average 40 hours per week shall count as hours worked for purposes of calculating overtime hours subject to compensation.
- G. On the July 4th holiday, fire suppression personnel who are not regularly assigned to duty, but who are called back to Fire Prevention duty, shall be compensated at the rate of time and one-half based on a 40-hour per week wage rate for all hours worked on that holiday. In essence, they shall be considered fire prevention assignments for this one holiday and compensated at time and one-half based on the 40-hour per week work schedule, whether or not such duty time constitutes overtime under the FLSA.

- H. Assignment of Suppression Coverage:

The City reserves the right to call back or assign employees in order to maintain departmental needs.

- I. For purposes of training, suppression employees may be temporarily re-assigned to a 40-hour week consisting of either four days of 10 hours each or five days of 8 hours each. The employee's hourly suppression rate will not be converted to another rate for this period and the employee shall receive the same compensation he/she would have received working his/her regular schedule. No employee will owe the City additional work time due to this change in schedule.
- J. When available staffing permits the assignment of extra personnel above departmentally established staffing levels, these extra personnel shall be designated by shift, station, and position assignment. At the discretion of the Fire Chief, the employee assigned to an extra position may be reassigned or transferred as needed to maintain departmentally established staffing levels in lieu of callbacks or assignments under paragraph (8) above.

ARTICLE 33 - CALLBACK MINIMUM PAY

- A. In the event an employee is required to report to duty after having left his/her duty station, such employee shall be paid a minimum of three (3) hours pay at the appropriate rate as specified in Article 32, provided however that if an employee is called back to duty less than three hours before the start of a scheduled shift, the employee shall be paid the actual additional hours worked.
- B. When an employee is called back to duty for less than 24 consecutive hours and the employee agrees to leave immediately for duty, compensation shall accrue from the time of contact. When the employee called back to duty cannot report immediately, but can report at a later agreed time and Department needs permit, compensation shall accrue from the time the employee reports to duty.

ARTICLE 34 - COURT STANDBY PAY

- A. Employees who are required, in their capacity as employees, to keep themselves on-call and available for immediate callout to court during their scheduled off-duty time shall, when not called out, be compensated thirty-five dollars (\$35.00) per standby day. Off-duty time would include days specified on the Department's duty schedule as off-duty days, including any authorized leave of absence that had been regularly scheduled as such in advance.
- B. Employees are required to notify the Fire Chief's designated representative:
 1. When a subpoena pertaining to matters occurring during the course and scope of employment is received, and
 2. When the authorized court official requires the employee to remain on standby or, if required, to report to court. Notification shall be made in accordance with established Department policies.

ARTICLE 35 - SICK LEAVE

A. Sick Leave Advance to New Hires

New employees shall be granted 134.4 hours of sick leave in-lieu of an accrual for the first year of employment as outlined in section 2 of this article. However, if such employment is terminated during the first year, sick leave accumulations shall be adjusted to the actual amount that would have been accumulated at the rate of 11.2 hours monthly (5.17 hours per pay period). If such employee's use of sick leave during the term of employment exceeds the adjusted accumulation amount, then the employee shall refund to the City an amount equal to the excess of sick leave hours used but not earned. (If possible, such refund will be done by a deduction from the employee's final paycheck).

B. Employees covered by this Memorandum of Understanding shall accrue 134.4 hours per year of full time service (11.2 hours per month/ 5.17 hours per pay period) of paid sick leave. Sick leave hours used shall be accounted for on an hour-for-hour basis such that an individual who is off for a full 24-hour shift will use 24 hours of sick leave accrual.

C. Sick leave may be applied to:

1. Absence caused by non-work related illness or injury of the employee.
2. Medical or dental office calls that cannot be scheduled on the employee's day off and when absence during working hours for this purpose is authorized by the Fire Chief or his/her designee.
3. Unless otherwise authorized by the Fire Chief, a maximum of 67.2 hours of accumulated sick leave credit shall be allowed to an employee within any calendar year for absence from duty because of serious illness or injury of member(s) of an employee's immediate family. For the purpose of this section, "immediate family" shall mean the employee's spouse or domestic partner; children including natural, step, adopted and foster; mother, step-mother, foster mother; father, step-father, foster father; mother-in-law, father-in-law, brother, sister, grandparents and grandchildren including step-grand-children; spouse's or domestic partner's grandparents and all degrees of blood or legal relations not listed above, but living within the household of the employee.
4. Sick leave shall not be used in lieu of vacation, nor shall it be used in addition to vacation without certification by a physician that such usage is medically required.
5. The City will comply with California Labor Code Section 233.

D. The Fire Chief shall be responsible for control and use of sick leave privileges. Employees utilizing sick leave may be required to furnish a certificate issued by a licensed physician or nurse and/or other satisfactory evidence of disabling illness. Any employee absent from work on sick leave shall notify the Chief or his/her

designee on the first day of such leave and as often thereafter as reasonably directed.

- E. Any employee absent for a period of seven (7) consecutive calendar days due to illness or accident may, at the discretion of the Fire Chief or the Human Resources Director, be required to take a physical examination before returning to active duty. Such physical examination shall be performed by a physician designated by the City and shall be on regularly compensated City time and at City expense.
- F. Except as provided in Article 36, termination of continuous service of an employee, except by reason of layoff, shall result in cancellation of all sick leave accrued by the employee at the time of such termination, irrespective of whether or not such person subsequently re-enters City service.

ARTICLE 36 - SICK LEAVE PAYOUT

A. Sick Leave Payout Program

- 1. After 10 years of service, employees shall be eligible to receive an amount equivalent to 25% of their accrued sick leave up to the maximum of 2,016 hours upon retirement, or in case of death, payout shall be made to employee's beneficiary.
- 2. After 20 years of service, employees will be eligible to receive an amount equivalent to 50% of their accrued sick leave up to the maximum of 2,016 hours upon retirement, or in case of death, payout shall be made to employee's beneficiary.

B. Sick Leave Death Benefit.

The City will pay an amount equivalent to 100% of an employee's accrued sick leave, up to a maximum of 84 shifts (2,016 hours), to the employee's beneficiary when an employee's death results from personal injury sustained in the line of duty, which qualifies the employee's beneficiary to Public Safety Officers death benefits under the "Public Safety Officers Benefits Act of 1976."

ARTICLE 37 - VACATION LEAVE

A. Vacation time for employees shall be accrued according to the following schedule:

Completed Years of Service	Hours Accrued Semi-Monthly	Hours (Shifts) Accrued Annually	Maximum Hours Accrual/Year (Maximum Payout)
Less than 4	4.7	112.8 (4.7)	336
4 but less than 9	5.6	134.4 (5.6)	470.4
9 but less than 14	7.0	168.0 (7.0)	504
14 or more	9.33	223.9 (9.33)	560

Eligibility for higher vacation accrual rates shall be based on the employee's anniversary date (date of regular employment), i.e., at the end of employee's 4th, 9th and 14th year of City service.

For each vacation hour taken, one hour of vacation accrual shall be used, i.e., one shift of vacation equals 24 vacation hours used.

- B. Employees shall be compensated for each hour of vacation accrued at the time of termination at an hourly rate equivalent to the hourly rate being earned at the time of termination.
- C. The Fire Chief or his/her designee shall be responsible to schedule vacation periods of bargaining unit employees. Such scheduling shall be performed in a consistent fashion with primary concern for the most effective operation of the department and with due regard for the needs of the employee.
- D. A comprehensive vacation/holiday leave policy shall be published by the Chief to govern all matters regarding vacation/holiday leave.
- E. Employees shall be eligible to receive up to 72 hours of accrued vacation time in the form of a cash payout. Employees must notify the office of the Fire Chief in the form of a signed statement in writing no later than November 1 of each year of their desire to receive the cash payout. Cash payouts shall be made on or about December 10 for that calendar year.

ARTICLE 38 - HOLIDAY LEAVE

- A. Holiday leave hours are granted on a calendar year basis and are to be utilized within the calendar year in which they are granted. There shall be no carryover of any holiday hours to the next calendar year.
- B. Twenty-four Hour Shift Schedule:
 - 1. Twenty-four (24) hour shift employees are eligible to receive 134.4 hours per calendar year of holiday benefit pay. Holiday hour conversion for 40-hour per week employees shall be in accordance with Article 39.
 - 2. Employees may, in lieu of holiday benefit pay, receive up to 134.4 hours as paid time off, if an employee makes such request on or before December of each calendar year, and subject to the approval of the Fire Chief based on operational and scheduling needs. Any portion of the 134.4 hours not taken as paid time off during the calendar year will be paid to the employee in December of each calendar year.
 - 3. Proration of Holiday Hours for New Hires and or Separations. Accrual of holiday hours shall be prorated for employees who were not hired (or eligible for holidays) before the beginning of the calendar year according to the following schedule: Employees shall accrue 11.2 hours of holiday hours for each month of paid status during the calendar year beginning the first of the month following

date of hire or eligibility. Employees who terminate employment during the year will receive 11.2 hours of accrued holiday for each month on paid status during the year; to be eligible for accrual an employee must be on paid status through the 15th of a month.

C. 40-Hour Staff Assignment Schedule:

1. Employees assigned to a 40-hour per week schedule shall receive eight 8 hours of paid holiday leave for the holidays designated below:

New Year's Day
Martin Luther King Holiday
Presidents' Birthday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day and Day after Thanksgiving
Christmas Day

When a holiday falls on a Sunday, the following Monday shall be observed. If the holiday falls on a Saturday, the preceding Friday shall be observed. If a holiday falls on an employee's regularly scheduled time off, equivalent time off shall be granted. Insofar as possible and as scheduling permits, time off should be taken within the same payroll period in which the holiday occurs. Regular holiday time shall be accrued by all employees who work or are on paid leave the day before and the day after the holiday. If an employee is assigned to work a schedule consisting of more than eight (8) hours in a day, he/she may use optional holiday time as needed to receive full pay for the holiday. If an employee has no optional holiday time remaining or has not received enough hours to cover the additional hours by the nature of their hire day, the employee may use vacation leave to supplement the holiday hours to receive full pay for that day.

2. In addition to the ten (10) designated holidays listed previously, each eligible employee shall be granted 16 hours of "optional holiday" time at the beginning of the calendar year to use any time throughout the year. These optional holidays may be scheduled off by requesting time off in advance and is subject to prior approval by the Fire Chief or his/her designee. An employee may elect to be paid for up to two (2) days or sixteen (16) hours of "optional holiday" time each calendar year. Such payment is to be made in December of each calendar year.
3. Accrual of the "optional" time shall be prorated for employees who were not hired (or eligible for holidays) before the beginning of the calendar year according to the following schedule:

<u>Hire Dates</u>	<u>Number of Hours</u>
January 1 – February 29	16 hours
March 1 – April 30	14 hours
May 1 – June 30	11 hours
July 1- August 31	8 hours
September 1 – October 31	5 hours
November 1 – November 30	2 hours
December 1 – December 31	0 hours

4. An employee assigned to a 40-hour per week staff assignment who is required to work on a legally designated holiday as noted above shall be compensated at one-and-one-half times the employee's regular rate of pay and shall be given equivalent time off up to a maximum of eight (8) hours. Time off shall be scheduled at the discretion of the Fire Chief or designee, but in any case must be taken prior to December 31 each year and may not be carried over to the next calendar year.

ARTICLE 39 – PAID LEAVE ACCRUAL ADMINISTRATION

Upon reassignment from a 56-hour workweek to a 40-hour workweek status an employee's paid leave time accrued on a 56-hour work week basis shall be adjusted proportionately downward to provide an equal amount of time off. Upon reassignment from a 40-hour workweek to a 56-hour workweek status an employee's paid leave time accrued on a 40-hour work week basis shall be adjusted proportionately upward to provide an equal amount of time off.

To convert paid leave time accruals from a 56-hour workweek to a 40-hour workweek a conversion factor of 0.7143 shall be used.

To convert paid leave time accruals from a 40-hour workweek to a 56-hour workweek a conversion factor of 1.4 shall be used.

ARTICLE 40 – STATION ASSIGNMENT POLICY

The Association and Department Administration have agreed to a comprehensive policy that will govern assignments and transfers to worksites, programs, and similar activities. This policy is intended to maximize departmental effectiveness while considering individual needs. The Association and the City recognize their mutual responsibility to meet and confer over any subsequent changes to that policy.

ARTICLE 41 – RESIDENCY REQUIREMENTS

- A. Employees shall be required to maintain as their permanent residence, and to regularly reside at a residence that is located within 2 hours travel time from the Fire Department Administrative Office, 1425 Dowell Drive, Ventura.
- B. Travel time shall be measured using two different established GPS mapping programs, such as Google Maps and MapQuest, estimating travel time not

incorporating traffic conditions or time of day. The agreed upon travel time shall be the average of the two established sources used.

ARTICLE 42 - ALCOHOL AND DRUG ABUSE POLICY

All employees covered by this MOU are covered by Administrative Policy and Procedure 12.19, Alcohol and Drug Abuse.

ARTICLE 43 – PAYROLL DUES DEDUCTIONS AND PERSONNEL FILES

During the term of this Memorandum the City will deduct dues and remit such dues to the Association, as authorized by employee payroll deduction authorization, in accordance with present policy and practices on an annual 24-deduction payment basis.

- A. Each employee shall provide the City with payroll direct deposit information and authorization in order to have his/her biweekly paycheck automatically deposited to the employee's account(s) by electronic transfer each payday.
- B. Employees can review their City personnel files in the Human Resources Department during regular business hours. Prior reasonable notification is required.

ARTICLE 44 - REDUCTION IN FORCE POLICY

A. DEFINITIONS.

- 1. Appointing Authority. Appointing Authority shall mean Department Head.
- 2. City Length of Service is defined as the total continuous service in regular City employment, including all positions held in the City work force, which require a retirement contribution.
- 3. Classification Length of Service is defined as the total period of time an employee has been in a particular classification (e.g., Firefighter, Fire Captain, etc.).
- 4. Displacement Rights Those rights accruing to regular City employees only. These rights, commonly referred to as "bumping rights," allow a laid off employee to displace another employee in a lower classification in the manner specified under "Displacement Rights" contained in this Policy.

B. PROCEDURE (In order of occurrence)

- 1. The City may, after consultation with employees and/or formally recognized City employee organizations as required by law, consider alternative action in order to minimize layoffs.
- 2. Identification of Classifications. The appointing authority will identify those classifications which will be reduced which will minimize the impact on the

continued effectiveness of the Department and will meet the necessary reduction in force requirements as required by the City.

C. NOTIFICATION

1. Not less than ten (10) working days before the effective date of the layoff, the appointing authority will notify the Human Resources Office of the classification(s) to be reduced and the reason(s) for reduction.
2. All regular City employees to be laid off will be given written notice from the Human Resources Department of the effective date not less than ten (10) calendar days before the effective day of the layoff. Such notice will be hand delivered or sent by certified mail.
3. The written notice shall inform the employee of his/her displacement and priority employment rights.

D. REDUCTION IN FORCE. Once the classifications to be reduced have been identified,

1. Temporary extra-help employees in the identified classifications shall be terminated.
2. Temporary limited-term employees in the identified classifications shall be terminated.
3. Employees serving an initial probationary period in the identified classifications shall be terminated.

E. The Human Resources Director shall determine the employee(s) to be laid off in the following order:

1. Regular employees with the least continuous classification service.
2. If there are two or more employees to be laid off who have identical length of classification service, the order of layoff shall be by total length of continuous City service. If such City length of service is also identical, layoff shall be by random selection made by the Human Resources Director.

F. DISPLACEMENT RIGHTS (Bumping).

Regular employees who are designated to be laid off and have held regular status in a lower classification in the Department may displace employees in the classification provided that the employee exercising the displacement privilege has greater departmental length of service than the incumbent in the class in which the employee is bumping. If the employee in the higher classification has not held regular status in a lower classification, then no displacement rights accrue to that individual. Conditions which affect displacement rights are as follows:

1. The employee exercising the displacement privilege will displace employees in lower classifications in the same order as specified in Section D and E above.
 2. All employees must exercise displacement privileges within five (5) working days after receipt of the Notice of Layoff, by written notice to the Human Resources Director. If these privileges are not exercised within the specified time period, they are automatically forfeited.
- G. DEMOTIONS. Upon request of the employee, and with approval of the appointing authority, an employee who has not held status in a lower classification may be allowed to demote to a vacant authorized position in the same Department if he/she meets all the requirements of the lower position as determined by the appointing authority.
- H. All employees who are demoted will be paid at the same rate of pay as prior to demotion if, and only if, the rate of pay is within the range of the lower position. If this is not the case, the rate of pay shall be within the salary range of the lower position which is closest to the rate of pay prior to demotion.
- I. TRANSFERS. The appointing authority may transfer an employee to a vacant authorized position if the employee is qualified and technically capable of performing the duties as determined by the appointing authority.
- J. Employees who are transferred will be paid at a rate of pay equal to the rate of pay prior to transfer. Any employee who does not accept a transfer within five (5) working days after Notice of Transfer is given will have automatically forfeited his/her ability to transfer.
- K. If the transfer involves a change from one Department to another, both Department Heads must consent unless the City Manager orders the transfer for purposes of economy or efficiency.
- L. REINSTATEMENT OF EMPLOYEES DEMOTED AS A RESULT OF REDUCTION IN FORCE. Employees who are demoted as a result of a reduction in force shall have their names placed on a classification reinstatement list in the order of their classification seniority. Vacant positions within a classification series shall be first offered to employees on this list.
- M. RE-EMPLOYMENT OF EMPLOYEES LAID OFF AS A RESULT OF REDUCTION IN FORCE. Employees who are laid off and who held regular status at the time of layoff shall have their name placed on a re-employment list for classifications in which they previously held status and for classifications at the same or lower salary range for which they qualified in the order of their classification seniority. Vacant positions in such classifications will be offered to eligibles on the re-employment list who qualify for such vacancies after Section I, above - Reinstatements, and prior to an open or promotional recruitment.
- N. DURATION OF REINSTATEMENT AND RE-EMPLOYMENT LISTS. The eligibility of the individual on the Reinstatement and Re-Employment List shall extend for a

period of two (2) years from the date of demotion or layoff. Eligibles not responding to written notification of an opening within five (5) working days shall have their names removed from either the Re-Employment or Reinstatement List.

O. RESTORATION OF BENEFITS UPON RE-EMPLOYMENT FOLLOWING A REDUCTION IN FORCE. Upon re-employment following a reduction in force, an individual will have the following benefits restored:

1. Prior sick leave accruals, less any payouts, which may have been paid at time of separation.
2. Seniority at time of layoffs for purposes of determining merit increases, vacation accruals, and future reduction in force.
3. The salary paid to an employee who is re-employed into the same classification he/she held at time of layoff shall be the salary then in effect for the salary range step the employee held at the time of layoff. If the employee chooses to be re-employed in a classification which has a salary range lower than the classification from which he/she was laid off, then salary placement will be made at the step in the lower range that is closest to his/her salary immediately prior to layoff, except that if the maximum of the salary range of the classification into which the employee is to be re-employed is lower than the salary received immediately prior to layoff, then the employee shall receive the maximum salary provided in such range.

P. Due Process Procedures

1. Pre-Layoff Procedural Due Process

- a. In addition to the procedures that may apply under Rule XVII, Section 2(c)(3) of the Personnel Rules and Regulations, a regular employee as defined in the Personnel Rules and Regulations, will be provided the following safeguards prior to the implementation of a layoff:
 - A written notice of the proposed layoff;
 - The reasons for the proposed layoff;
 - The right to respond to the proposed layoff orally, in writing, or both to the applicable department head within seven (7) calendar days from the date of the written notice.
- b. The department head shall consider the employee's oral and/or written response and will render a reply with comments in writing within seven (7) calendar days after receiving the employee's response.

2. Post-Layoff Procedural Due Process

In addition to the procedures that may apply under Rule XVII, Section 2(c)(3) of the Personnel Rules and Regulations, if a regular employee as defined in section 1 above, believes the layoff is a pretext for discipline or in retaliation for protected

activity, the employee shall have the right to request an appeal hearing under the procedures set forth in Rule XIV of the Personnel Rules and Regulations. The issue to be decided in the appeal hearing is limited to whether or not the layoff is a pretext for discipline or in retaliation for protected activity and not based upon grounds described by Rule II, Section 27 of the City's Personnel Rules and Regulations. The employee shall have the burden of proof on that issue.

ARTICLE 45 – GRIEVANCE PROCEDURE

- A. The purpose of grievance procedures is:
1. To promote improved Employer-Employee Relations by establishing procedures on matters for which appeal is not provided by other regulations.
 2. To provide that grievances shall be settled as near as possible to the point of origin.
 3. To provide that the grievance procedures shall be as informal as possible.
- B. A "grievance" shall be defined as controversy between the City and an employee or employees covered by this Memorandum regarding the interpretation of any provision of this Memorandum, and those provisions of the City's Personnel "Policies, Rules and Regulations" that are within the scope of representation other than those relating to promotions, discipline, classification and performance evaluation.
- C. There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below:
1. STEP 1 (Informal): An employee's grievance must be discussed with his/her first line supervisor in charge of the aggrieved employee promptly after the event giving rise to the grievance. The supervisor will give his/her decision orally to the employee within no more than five (5) calendar days following the discussion of the grievance.
 2. STEP 2: If the grievance is not settled informally at Step 1, the grievance will be reduced to writing by the employee fully stating the facts surrounding the grievance and detailing (a) the specific provisions of this Memorandum, or the Personnel Rules and Regulations, alleged to have been violated, and (b) the specific remedy or remedies sought. The grievance must be signed and dated by the employee and presented to the next level supervisor within fifteen (15) working days after the event giving rise to the grievance. A meeting between the employee and the next level supervisor will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within five (5) work days from the date the grievance is received by the next level supervisor. The next level supervisor will give a written reply by the end of the fifth work day following the date of the meeting, and the giving of such reply will terminate Step 2.

3. STEP 3: If the grievance is not settled in Step 2, the employee shall process the grievance by referring it to the Fire Chief or his/her designee within five (5) working days after termination of Step 2. A meeting shall be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) working days from the date the grievance is referred to Step 3. A written decision shall be rendered by the Fire Chief or his/her designee within five (5) working days from the date of such meeting.
 4. STEP 4: If the grievance is not settled in Step 3, the employee shall present the grievance to the City Manager within five (5) working days after the termination of Step 3. The City Manager or his/her designee shall arrange for a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) working days from the date the grievance is referred to Step 4. A decision shall be rendered in writing within five (5) working days from the date of such meeting.
- D. The time limits as set forth above may be extended by mutual agreement between the parties but neither party shall be required to so agree.
 - E. Failure to comply with time limits by the City shall entitle the grievant to appeal the grievance to the next step; failure to comply with time limits by the grievant and/or the grievant's representative shall constitute an abandonment of the grievance.
 - F. For grievances resulting in a monetary award in favor of unidentifiable employees (e.g., loss of callback pay), reimbursement will be provided to all individuals within the affected job classification(s).
 - G. It is not intended that the grievance procedure be used to effect changes in established terms and conditions of employment.

ARTICLE 46 – GRIEVANCE ARBITRATION

- A. Grievances which are not settled pursuant to the grievance procedure herein and which either party desires to contest further shall be submitted to arbitration as provided in this Article, provided that the contesting party notifies the other in writing within ten (10) working days from the termination of Step 4 of the preceding grievance procedure.
- B. As soon as possible, and in any event not later than ten (10) work days after either party received written notice from the other of the desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) days, an arbitrator shall be selected from a list of seven (7) arbitrators submitted by the California State Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.
- C. Either the City or the Association may call any employee as a witness, and the employer agrees to release said witness from work if he/she is on duty. If an

employee is called by the City, the City will reimburse him/her for lost time; if called by the Association, the Association will pay the expense.

- D. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Memorandum of Understanding or the City's Personnel Rules and Regulations. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other.
- E. The decision of the arbitrator within the limits herein prescribed shall be final and binding upon the parties to the dispute.
- F. The arbitrator may hear and determine only one grievance at a time without the express agreement of the City and the Association, unless more than one pending grievance raises the same issue or issues.
- G. The parties shall share equally the expense of the cost of arbitration with the exception of counsel's fees.

ARTICLE 47 – STATION DUES AND MEAL CONTRIBUTION

Employees are required to contribute financially to station dues and meals in the Fire Station at a charge equal to the value of the meal, irrespective of whether the employee chooses to eat the meal. Employees shall be solely responsible for any financial or tax liability regarding this provision. Accordingly, the City shall be held harmless from any such liability. The City also shall not be responsible for maintaining any records or providing administration regarding this provision.

ARTICLE 48 - FIREFIGHTERS' PROCEDURAL BILL OF RIGHTS

The City will comply with all the requirements of the Firefighters' Procedural Bill of Rights (Govt. Code Section 3250 et seq.)

ARTICLE 49 - TERM AND EFFECT OF AGREEMENT

- A. This Memorandum shall remain in full force and effect commencing July 1, 2016 through December 31, 2018.
- B. This Memorandum constitutes the total and entire agreement between the parties, and no verbal statement shall supersede any of its provisions.
- C. The provisions of this Memorandum shall be construed to be consistent with the rights and duties which are vested in the City Council, the City Manager and other City officials under the City Charter, and State and Federal law.
- D. Employees shall not, by virtue of the adoption of this Memorandum, suffer a reduction in wages, hours, and other terms and conditions of employment, except as provided for in this Memorandum of Understanding.

E. The parties recognize that they have fully met their obligations to meet and confer in good faith for the term hereof in regard to matters under the control of the City Council, City Manager, and Fire Chief, and neither party shall be obligated to meet and confer regarding any such matters covered by this Memorandum or that were considered in the negotiations leading to this Memorandum.

FOR THE ASSOCIATION:

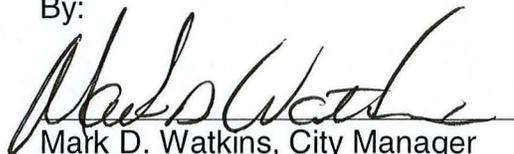
By:



Shawn Hughes, President
Ventura City Firefighters' Association

FOR THE CITY:

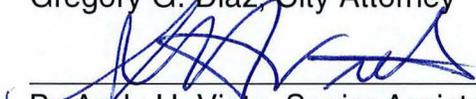
By:



Mark D. Watkins, City Manager
City of Ventura

APPROVED AS TO FORM:

Gregory G. Diaz, City Attorney



By Andy H. Viets, Senior Assistant City Attorney