



**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF VERNON
AND
VERNON FIREMEN'S ASSOCIATION**

July 1, 2016 through June 30, 2019



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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF VERNON
AND
VERNON FIREMEN'S ASSOCIATION, IAFF LOCAL 2312**

Parties to the Memorandum of Understanding

Pursuant to Chapter 10 (section 3500 *et seq*) of Division 4, Title 1 of the Government Code and Resolution No. 4027, the Resolution for the administration of Employer-employee relations, the matters within the scope of representation that are set forth in this Memorandum of Understanding (MOU) have been discussed by and between representatives of the City of Vernon and the representatives of the Vernon Firemen's Association, IAFF Local 2312 (hereinafter "VFA"), and except, as otherwise specifically provided herein shall apply only to those defined in the aforesaid Resolution as "full-time sworn and regular part-time employees in the Fire Department except management and confidential employees," otherwise known as Chief Officers.

This MOU constitutes a joint agreement by the Municipal Employee Relations Representative ("MERR") and the VFA, to be submitted to the City Council of Vernon for its determination and approval by one or more Resolutions or Ordinances as the City Council may deem fit and proper.

The MERR and the Representative of the VFA have agreed that they will jointly urge the City Council of Vernon to adopt one or more Resolutions or Ordinances reflecting the changes in wages, hours, and other conditions of employment agreed upon in this MOU.

If approved, the terms agreed upon by this MOU shall take effect on July 1, 2016, except where other effective dates are specified, and shall expire at midnight on June 30, 2019.

ARTICLE ONE FUNDAMENTALS

IN CONSIDERATION OF THE TERMS AND CONDITIONS HEREIN STATED, the VFA and the City of Vernon agree as follows:

Section 1: Recognition

The City recognizes the Vernon Firemen's Association as the exclusive recognized employee organization on behalf of all full-time sworn, non-management personnel engaged in fire prevention, suppression, administration and paramedic services within the City, including, but not limited to, employees occupying the job classifications of Firefighter, Administrative Firefighter, Firefighter/ Paramedic, Administrative Firefighter/Paramedic, Firefighter/ Paramedic Coordinator, Administrative Firefighter/Paramedic Coordinator, Fire Engineer, Administrative Fire Engineer, Fire Captain, Regional Training Fire Captain, and Administrative Fire Captain.

Section 2: No Discrimination

The City and the Association are committed to working together to support a work environment characterized by fair treatment and access to equal opportunities.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby. Neither the City nor the VFA shall discriminate against any individual, applicant or employee with respect to his compensation, terms, condition, or privileges of employment or because of an individual's race, color, sex, religion, national origin, age, marital status, disability, pregnancy, sexual orientation, political or religious opinions or affiliations, or membership or non-membership in the VFA.

The terms "they" and "their" may be used in this agreement as substitutes for the terms "his," "her," "his/her," "he," "she," or other terms which would indicate masculine or feminine gender. Whenever the male gender is used herein it shall be construed to refer to both male and female employees.

Except as limited by the specific and express terms of this Memorandum of Understanding, the Association hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred on and vested in it by the laws and the Constitution of the State of California and/or the United States of America. The parties specifically agree that neither VFA nor any VFA representative or member shall be discriminated against, intimidated, coerced,

disciplined or retaliated against because of the lawful exercise of its or his rights, including, but not limited to, the right to participate in VFA activities, serve as a VFA officer or director, or otherwise represent the interests of VFA.

Section 3: Mutual Cooperation

The parties recognize the necessity of cooperating on matters of mutual concern and interest and agree to work together to maximize the effectiveness of the Fire Department and the City.

Section 4: Layoffs

In accordance with the Meyers-Milias Brown Act, the City and the Association shall meet and confer on the effect of its actions to layoff. This will occur prior to implementation of layoffs, except in emergency circumstances wherein the City Council declares a fiscal emergency pursuant to Article II, Chapter 2.2 of the City of Vernon City Charter. The agreement to meet and confer over the effect of the exercising of a City right shall not in any way impair the right of the City to exercise and implement any of its rights to layoff.

The City and the Association agree to a re-opener regarding the Association's bumping rights and procedures.

Section 5: No Strikes or Lockouts

During the life of this agreement no work stoppages, strikes, or slowdowns shall be caused or sanctioned by the VFA, and no lockouts shall be made by the City.

Section 6: City/VFA Meetings

Representatives from the VFA and the City shall meet as needed to discuss issues of mutual concern.

Section 7: Association Business

The VFA will have available 240 hours of Association Leave Time at the beginning of each calendar year for conducting Association business. Representatives of the VFA shall be allowed time to conduct their Association business as necessary during work hours. Representatives of the VFA shall have reasonable access to the work sites of unit employees at any time during the working hours to conduct Association business as long as such visits do not unreasonably interfere with the conduct of the City's usual business and the employee's work.

Coordination of such work will be made with the Fire Chief to ensure the availability of staffing levels for such meetings. Representatives of VFA may use any Fire Department facilities free of charge for its Board of Directors and general membership meetings provided such facility is not otherwise booked. VFA shall secure approval

from the Fire Chief for the date and time it wishes to secure use of the facility. The granting of such approval will be made if the City facility is not otherwise scheduled to be used at the time of VFA's request.

Association Leave shall be subject to the following requirements and restrictions:

- A. The VFA President will be responsible for assigning any Leave Time to his board members. Unused hours may not be carried over from one year to the next without the written authorization of the Fire Chief or his designee.
- B. In each case where Leave Time is requested, such request must be in writing to a Battalion Chief or above a minimum of 72 hours before the Leave Time is needed unless authorized in writing by the Fire Chief or his designee.
- C. Association Leave Time will not be granted if it will cause overtime unless it is authorized in writing by the Fire Chief or his designee.
- D. In no case will Association Leave Time be used for political activity and/or action(s) purposes. No unit employee shall engage in political activity while on duty or in uniform.

Section 8: Driver's License Requirement

Firefighters of all ranks from captain and below must maintain at the minimum a Class C driver's license with a firefighter endorsement. New firefighters must attain their license within their probationary period. Exceptions to this requirement must be approved by the Fire Chief.

Section 9: Payroll Deduction

The City shall, during the term of this agreement, effect a payroll deduction for membership dues, service fees and other charges authorized pursuant to an executed form signed by the employee permitting such deductions. Any payroll deductions collected by the City shall be transmitted on a biweekly basis to the treasurer of the Association, or such other party designated in writing by the Association. The City shall not be obligated to put into effect any new, changed, or discontinued deduction until the first pay period commencing not more than thirty (30) days after receiving the request. This provision shall remain operative as long as VFA is the exclusive recognized employee organization of unit employees.

ARTICLE TWO
LEGAL LIMITATIONS, SAVINGS CLAUSE, AND TERM

Section 1: Legal Limitations and Savings Clause

It is understood and agreed that this Memorandum of Understanding (including, but not limited to, the provisions of the Fair Labor Standards Act) and any and all Resolutions or Ordinances adopted in implementation thereof are and shall be subject to all present and future applicable federal and state laws and regulations and shall be effective and implemented only to the extent permitted by such laws and regulations.

If any part of this Memorandum of Understanding or of any Resolution or Ordinance adopted in implementation thereof is in conflict or inconsistent with any such applicable provisions of federal and state laws or regulations or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded, and such applicable laws and regulations and the remainder of this Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect. However, should the invalid or illegal provisions relate to the compensation or benefits of unit employees, the City and the Association agree to meet and confer on alternative compensation or benefit that shall be of substantially equal value for both the employee and the City.

Section 2: Waiver of Bargaining and Term

The VFA and City of Vernon hereby agree that no changes in this MOU regarding the wages, hours, or other conditions of employment of employees in the classifications represented by the VFA that would take effect prior to the expiration of the MOU shall occur, unless both parties mutually agree to such changes.

Each of the parties acknowledges that it had a full and unrestricted right to make, advance, and discuss all matters properly within the scope of the meet-and-confer process in accordance with the Meyers-Milias-Brown Act (Cal. Gov't Code 3500, et. seq.). Except as otherwise provided herein during the term of this Memorandum of Understanding, the parties expressly waive and relinquish the right to compel the other to meet and confer except by their mutual consent with respect to any subject or matter, whether referred to or covered by this Memorandum of Understanding or not, even though each subject or matter may or may not have been within that party's knowledge or contemplation at the time they met and conferred or executed this Memorandum of Understanding.

The City reserves the right to add to, delete from, amend or modify the Administrative rules, the City Municipal Code, and the City's Personnel Policies and Procedures manual during the term of the Memorandum of Understanding, subject to the requirements of the Meyers-Milias-Brown Act.

If the VFA or City desires to negotiate a successor MOU, either party may serve upon the other a written request between February 1, 2019, and March 1, 2019.

ARTICLE THREE
SALARIES

Section 1: Salaries

- 1) Effective July 9, 2016 (first full pay period in July), the base salary schedule will be increased by 2%.
- 2) Effective July 9, 2017, the base salary schedule will be increased by an additional 2%.
- 3) Effective July 8, 2018, the base salary schedule will be increased by an additional 2%.

Section 2: Fire Captain

- 1) Effective July 9, 2016, (first full pay period in July), the base monthly salary of a Fire Captain shall be:

Grade 31

Step 1 \$8,121.00

Step 2 \$8,527.00

Step 3 \$8,954.00

Step 4 \$9,400.00

Step 5 \$9,871.00

Section 3: Fire Engineer

- 1) Effective July 9, 2016, (first full pay period in July), the base monthly salary of a Fire Engineer shall be:

Grade 28

Step 1 \$7,015.00

Step 2 \$7,365.00

Step 3 \$7,734.00

Step 4 \$8,121.00

Step 5 \$8,527.00

Section 4: Firefighter/Paramedic Coordinator

1) Effective July 9, 2016, (first full pay period in July), the base monthly salary of a Firefighter/Paramedic Coordinator shall be:

Grade 29

Step 1 \$7,365.00

Step 2 \$7,734.00

Step 3 \$8,121.00

Step 4 \$8,527.00

Step 5 \$8,954.00

Section 5: Firefighter Paramedic

1) Effective July 9, 2016, (first full pay period in July), the base monthly salary of a Firefighter Paramedic shall be:

Grade 28

Step 1 \$7,015.00

Step 2 \$7,365.00

Step 3 \$7,734.00

Step 4 \$8,121.00

Step 5 \$8,527.00

Section 6: Firefighter

1) Effective July 9, 2016, (first full pay period in July), the base monthly salary of a Firefighter shall be:

Grade 25

Step 1 \$6,059.00

Step 2 \$6,363.00

Step 3 \$6,681.00

Step 4 \$7,015.00

Step 5 \$7,365.00

Section 7: Merit Increase

Effective July 9, 2016, employees who are not at the top step of their Classification Compensation Plan and have attained one year of an overall “satisfactory” or higher performance evaluation rating, as of their immediately preceding classification anniversary date, shall receive one merit salary advance. Effective July 2017 and for the remainder of this agreement, employees who are not at the top step of their Classification Compensation Plan and who achieve an overall “exceeds standards” ranking during their annual performance review in accordance with the City’s Performance Evaluation Policy will receive one merit salary advance on the first full pay period in July. Employees shall continue to receive their annual evaluations as scheduled in the City’s Performance Evaluation Policy and employees may receive more than one annual merit salary advance during the term of this Agreement.

The group of 18 Fire Department Employees that were identified will receive a temporary salary adjustment as follows effective July 9, 2016:

- a. Employees currently on Step 2 will advance to Step 3 and receive a 5% temporary salary adjustment. When each individual employee advances to Step 5 based on the terms above regarding merit salary advances, the 5% temporary salary adjustment will be removed.

- b. Employees currently on Step 3 will advance to Step 4 and receive a 5% temporary salary adjustment. When each individual employee advances to Step 5 based on the terms above regarding merit salary advances, the 5% temporary salary adjustment will be removed.

- c. Employees currently on Step 4 will advance to Step 5.

Section 8: Salary Adjustment Increase

In the event there is a salary inequity between ranks or between employees within the Department, the Fire Chief with approval of the City Administrator may incorporate a service adjustment increase up to ten percent (10%) per month of their base salary.

Section 9: Bilingual Pay

A unit employee may be compensated for bilingual skills after the employee demonstrates proficiency in speaking a foreign language, which proficiency would be determined by successful completion of the Cal State Fullerton or other designated foreign language proficiency test designated by the Human Resources Department. Those employees who successfully demonstrate this skill are eligible to receive an additional One Hundred Twenty-Five Dollars (\$125.00) per month for bilingual pay.

Said payment shall not be considered to be part of the employee's base salary when computing incentive pay.

- **Section 10: Education Incentive Pay** Effective July 1, 2016, all unit employees hired before July 1, 2016, who have completed the initial hire probationary period and who hold a fire science certificate or have completed the course equivalent thereto (i.e., 30 units of fire science related courses) shall receive an additional six percent (6%) of their base rate of pay per month, after satisfactory completion of their performance evaluation period. Unit employees hired before July 1, 2016, who have passed their probationary period, and who do not currently hold a fire science certificate or possess the equivalent units as stated above will be given until July 1, 2017, to obtain the fire science certificate or equivalent units. Such employees will be given an additional three percent (3%) of their base rate of pay per month effective July 1, 2016. Should the employee not obtain the necessary fire science certificate or equivalent units by July 1, 2017, they will no longer be eligible to receive the additional three percent (3%). An employee, at the sole discretion of the Fire Chief, may be given an additional six months to obtain the fire science certificate or equivalent units. Upon obtaining the necessary fire science certificate or equivalent units, such employee shall begin to receive the additional six percent (6%) of their base rate of pay per month instead of the three percent (3%) in accordance with the terms stated above.
- All unit employees hired after July 1, 2016, who have completed the initial hire probationary period and who hold a fire science certificate or have completed the course equivalent thereto (i.e. 30 units of fire science related courses) shall receive an additional three percent (3%) of their base rate of pay per month, after satisfactory completion of their performance evaluation period.
- A unit employee who holds an AA or AS Degree in Fire Science or Fire Technology with completion of five (5) years of uninterrupted service with the Fire Department shall receive an additional three percent (3%) per month of their base salary or;
- A unit employee who holds a BA or BS Degree in Fire Science or Fire Technology or closely related field with completion of five (5) years of uninterrupted service with the Fire Department shall receive an additional three percent (3%) per month of base salary or;

- A unit employee who holds a Fire Officer Certificate with completion of five (5) years of uninterrupted service with the Fire Department shall receive an additional three percent (3%) per month of base salary.
- Education incentive pay is cumulative for a maximum of 9%.

Section 11: Hazardous Materials Specialist Pay

Unit employees hired before July 1, 2016, certified as a Hazardous Materials Specialist shall receive special compensation of one hundred and seventy-eight dollars and twenty one cents (\$178.21) per month above their base pay. Said payment shall not be considered to be part of the employee's base salary when computing incentive pay.

For any unit employees hired after July 1, 2016, all personnel assigned to a Hazardous Materials team/station who are performing the duties required of the Hazmat Assignment, and who have completed required training and possess a valid certification, shall receive \$17.82 per shift worked on Hazmat Assignment. Said payment shall not be considered to be part of the employee's base salary when computing incentive pay.

Section 12: Urban Search and Rescue (USAR) Pay

Unit employees hired before July 1, 2016, certified as a USAR Specialist shall receive special compensation of one hundred and seventy-eight dollars and twenty one cents (\$178.21) per month above their base pay. Said payment shall not be considered to be part of the employee's base salary when computing incentive pay.

For any unit employees hired after July 1, 2016, all personnel assigned to a USAR team/station who are performing the duties required of the USAR Assignment, and who have completed required training and possess a valid certification, shall receive \$17.82 per shift worker on USAR Assignment. Said payment shall not be considered part of the employee's base salary when computing incentive pay.

Section 13: Physical Fitness/Wellness Program

This program is mandatory for all fire safety personnel. Any individual who after one (1) year of participation has completed a pre-program fitness evaluation, minimum participation requirements, bi-annual fitness evaluations and verification of participation by the Battalion Chief will receive two hundred fifty dollars (\$250.00) The Physical Fitness/Wellness program is attached hereto as Attachment "A", and incorporated herein.

Section 14: Computation of Pay

A. 40-hour personnel

Unit-employees assigned to a 40-hour work week shall be paid on an hourly basis. The hourly rate shall be the product of dividing the monthly salary by 173.333. Upon being assigned to a 40-hour schedule an employee's accrued leave shall be reduced by a factor of 1.4 and paid to the employee upon use or separation at the employee's 40-hour regular rate of pay. Upon being reassigned to a 56-hour schedule, all such accrued leave shall be increased by a factor of 1.4.

B. 56-hour platoon personnel

All Fire Department employees assigned to a fifty-six (56) hour week would be paid a widely fluctuating amount each pay period if they were paid for hours actually worked; therefore, such employees shall be paid for the average number of hours in a two (2) week period, one hundred and twelve (112) hours. Exceptions for leave without pay hours shall be reported and deducted from the average when pay is computed. The "Exception Report" shall be in a form approved by the City Administrator.

**ARTICLE FOUR
LONGEVITY**

Section 1: Employees Hired On or Before June 30, 1994

Upon attaining 5 years of service with the City of Vernon 5% above base pay
Upon attaining 10 years of service with the City of Vernon. 10% above base pay
Upon attaining 15 years of service with the City of Vernon 15% above base pay
Upon attaining 20 years of service with the City of Vernon 20% above base pay
A Captain upon attaining 30 years of service with the City of Vernon..... ..25% above base pay

Section 2: Employees Hired After June 30,1994 and on or before December 31, 2013

Upon attaining 5 years of service with the City of Vernon 5% above base pay

ARTICLE FIVE OVERTIME

Section 1: Overtime Authorization

All overtime requests must have prior written authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Dispatched calls extending beyond the end of duty time are considered as authorized.

A. Policy

It shall be the policy of the Vernon Fire Department to honor personnel requests for time off when possible, and distribute overtime opportunities in a fair and equitable manner to all members. It shall be the Department's priority to maintain essential staffing levels when arranging coverage.

B. Order of Filling Vacancies

Overtime vacancies will be filled by those who have signed up for overtime availability for that day and/or who have been determined by the Fire Chief pursuant to section 2c below to be qualified to fill the vacancy. The individual in the same rank with the least overtime worked that calendar year will have the first opportunity to work the overtime vacancy.

In the event the vacancy is unfilled, the same process will be used for those personnel who have signed up as available to work overtime that day who are qualified to act in the rank in which the vacancy exists. If that list is also exhausted and the vacancy is not filled, the person that is not presently working and that is of the same rank as the vacancy with the least mandated overtime worked that calendar year shall be mandated to work the overtime shift.

Section 2: Staffing

- A. Unless otherwise specified in this agreement, all vacancy back fills will be governed by the administrative directives mutually agreed upon by the Union and Fire Chief unless and until staffing falls below 21 (20 VFA members and 1 VFMA member)
- B. Actors can be utilized for purposes of vacancy back fills including IOD/Light Duty. If there are no qualified actors for vacancy back fill, it will be back filled with overtime once staffing falls below 21 (20 VFA members and 1 VFMA member)
- C. The Fire Chief and the Vernon Fire Association shall jointly conduct a survey of the twelve comparable cities in the survey market on industry standards used to qualify employees for temporary acting positions in other classifications/ranks.

D. Vacancy Back fill will not be required for training drills that are scheduled to last 12 or fewer hours in duration. The minimum staffing for Engineers will be reduced from 7 to 5.

G. **Section 3: Leave Inclusions**

In determining an employee's eligibility for overtime compensation in a 24-day work period, the following paid leaves of absence will be included in the total number of hours worked for the purposes of calculating overtime. Effective the first full 24-day period in July 2016, vacation will be removed from leave inclusions for overtime.

Paid leaves of absence include:

1. Administrative Leave
2. Compensatory Leave
3. Workers' Compensation Leave (4850 time)
4. Jury Duty
7. Bereavement Leave
8. Military Leave
9. Association Leave Time

Section 4: Training and Recertification Time

Training and/or recertification time that is required by the then current job description on file with the Human Resources Department or approved in advance by the Fire Chief is compensable.

Section 5: Call Backs

Call Back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call Back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift.

An employee called back to duty shall be credited with a minimum of four hours work. Any hours worked in excess of four hours shall be credited on an hour-for-hour basis (at time and one-half compensation) for actual time worked.

If the employee is ordered to return to work immediately, his work time shall be credited commencing immediately after the employee has been directly contacted by the employer.

Section 6: Jury Duty

- A. All regular full-time employees summoned to serve on jury duty shall be provided “Jury Duty Pay” and there shall be no loss of compensation. An employee will be compensated up to two weeks at full pay for jury duty. The employee must provide notice of the expected jury duty to his or her supervisor as soon as possible, but in no case later than 14 calendar days before the expected start date of the jury duty.

- B. An employee on call for jury duty is expected to report to work. An employee who is called in for jury duty will be required to return to work as soon as they are released from jury duty. All employees shall obtain verification of the hours of jury duty performed using verification forms as may be supplied by the court. Employees shall notify their Supervisor as soon as they are released from jury duty. For the purposes of this section, “released from jury duty” shall mean that the employee is relieved from jury duty for the day and not required to report for jury duty the following day.

- C. Except as herein provided, employees shall remit to the City any compensation received from the Court for those days while on jury duty and shall receive regular pay for the time served. Employees shall be reimbursed by the City for the mileage portion of the jury duty compensation. Jury duty performed on an employee’s regular day off shall not be compensated by the city and the employee shall be entitled only to the court’s compensation for duty performed on such employee’s regular day off.

- D. If an employee is required to serve on a jury for a period longer than two weeks, the employee shall be entitled, at the employees’ option, to use any accrued leave time, other than sick time, during the period of extended jury service. The employee shall continue to receive all paid benefits, and shall continue to accrue eligible leave benefits.

Section 7: Non-Compensable

- A. **City Vehicle Use**—Unit employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for travel time to and from work:

- B. **Clothes/Uniform Changing Time**—Unit employees are not authorized to wear their uniforms or any part thereof that is distinguishable as such unless on duty. Each employee is provided with a locker for his/her personal convenience. Any employee may or may not utilize the locker for storage and changing purposes at his/her own discretion.

Nothing herein prevents an employee from wearing his/her uniform to and/or from his/her residence to work as long as the badge and insignia are covered in a non-unit issue garment such as a windbreaker.

Time spent in changing clothes before or after shift, is not considered hours worked and is not compensable in any manner whatsoever.

An employee shall be allowed to make off duty presentations without compensation in uniform upon the approval of a chief officer.

ARTICLE SIX
UNIFORM ALLOWANCE AND BULLETIN BOARDS

Section 1: Uniform Allowance

On the first pay check in August each year, each unit employee shall be paid the sum of Seven Hundred and Twenty-Five Dollars (\$725.00) for the purchase of uniforms. A unit employee hired by the City shall receive an initial issue of uniforms. Uniform allowance is special compensation that shall be deemed earned when paid and shall be reported to CalPERS as compensation earnable.

The City shall provide all unit employees all required safety equipment, including, but not limited to, work boots.

Section 2: Bulletin Boards

The City shall provide a bulletin board for use by the VFA at each fire station, provided that any documents posted shall be in good taste and shall not reflect adversely upon the City or its employees.

ARTICLE SEVEN BENEFITS

Section 1: Public Employee Retirement System ("PERS")

The City shall maintain its contract with the California Employees Public Retirement System (PERS) that provides VFA unit employees with the three percent (3%) at 50 safety retirement benefit plan.

As a result of the passage of AB 340 Public Employee Pension Reform (PEPRA), new CalPERS members hired on or after January 1, 2013 who meet the definition of new member under PEPRA, shall be provided a 2.7% at 57 PERS retirement benefit plan.

Unit employees hired before July 1, 2014 shall be responsible for paying their PERS nine percent (9%) employee's contribution.

Unit employees hired on or after July 1, 2014 shall be responsible for paying their PERS employee's contribution.

Section 2: Supplemental PERS Retirement Benefits

The City agrees to provide additional supplemental retirement benefits to VFA unit employees under PERS as follows:

- Gov't Code Section: 20042 — One Year Final Compensation:
Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months.
- Gov't Code Section: 20124 - Military Service Credit as Public Service: Employees may elect to purchase up to four (4) years of service credit.
- Gov't Code Section: 21574 — 4th Level of 1959 Survivor Benefits:
- Gov't Code Section: 21624 & 21626 & 21628 - Post Retirement Survivor Allowance: Provides surviving spouse fifty percent (50%) of the amount of retirement allowance, dependent on option choices, that is effect at the time of death of retiree.
- Pre-Retirement Option 2W Death Benefit 21548
- Gov't Code Section: 20965-Credit for Unused Sick Leave

Section 3: Medical.

The City offers various medical plans to employees. The City reserves the right to select, administer, or fund any fringe benefit programs involving insurance that now exist or may exist in the future.

The City shall meet with the Association prior to any change of insurance carrier or method of funding coverage for any fringe benefits listed in this article.

Section 4: Cafeteria Plan

The City and the Association agree to a section 125 cafeteria plan (non-cash out), effective January 1, 2015. The City will adhere to the cafeteria plan requirements in accordance with IRS Section 125 regulations. The City shall provide to each employee in this bargaining unit a monthly allowance toward the cost of his/her medical plan as outlined in Subsections A,B, and C below. In the event an employee does not exhaust nor exceed his/her monthly medical allowance, the employee shall be allowed to apply any unused portion towards the purchase of dental, vision, supplemental or ancillary plans offered through the City and approved by the Director of Human Resources.

- A. During the term of the Agreement, for employees who elect Employee + Family coverage, the City agrees to provide a cafeteria plan contribution equal to the total premium costs of the Employee + Family Low Medical HMO, Employee + Family lowest cost Dental DMO and lowest cost family vision plan. Employees enrolled in the Employee + Family health benefits category that elect a plan higher than the Low HMO medical, dental and/or vision, will be responsible for any applicable premium costs through a pre-tax payroll deduction. The City understands that this amount will vary based on the premium costs that go into effect January 1st of each calendar year of the term of this Agreement. If employees opt out of dental and/or vision, they may use the allotments for those respective coverages toward excess medical premiums.

- B. During the term of the Agreement, for employees who elect Employee-Only, Employee + Spouse and Employee + Children tiers, the City agrees to provide the same flat dollar cafeteria contribution for medical, dental and vision benefits that the City is paying as of June 2016 for these employee health group tiers. That amount is \$1,100 per month. Employees who elect one of these tiers must pay for their dental and vision benefits from this cafeteria contribution. The parties understand and agree that this amount will remain fixed during the term of this Agreement. Provided, however, should the total premium cost of the lowest cost HMO, lowest cost Dental DMO, and lowest cost vision plan exceed the current flat rate

dollar cafeteria contribution for medical, dental, and vision benefits for any of the tiers, then the contribution for that tier will be raised to equal the total premium costs of the Low Cost Medical HMO, lowest cost Dental DMO, and lowest cost vision plan for that tier. Employees that elect a health plan higher than the applicable City contribution will be responsible for any applicable premium costs through a pre-tax payroll deduction. If employees opt out of dental and/or vision, they may use the allotments for these respective coverages toward excess medical premiums.

- C. For unit employees enrolled in the HSA PPO plan, the City shall pay up to the city contribution for their specific tier as set forth in A and B above reduced by an annual amount of \$3,000. In addition, for each employee enrolled in an HSA PPO plan, annually the City shall make lump sum contributions to a health savings account (HSA) as follows: \$1,500 in January, and \$500 each in March, June, and September. The cost of any HSA PPO plan selected by employees that exceeds the City contribution amount shall be paid by the employee through a pre-tax payroll deduction.
- D. During the term of the Agreement, Employees will be allowed to opt in to the Employee + Family plan during any open enrollment period or upon a qualifying event as prescribed by the City's insurance provider.

Section 5: Dental

The City of Vernon provides a dental insurance plan to employees. In the event an employee does not exceed his/her monthly employer medical allowance, the employee shall be allowed to apply any unused portion toward the purchase of dental insurance for himself/herself and eligible dependents. The cost of any plan selected by the employee that exceeds his/her monthly employer medical allowance shall be paid by the employee through a pre-tax payroll deduction.

Section 6: Vision

The City of Vernon provides a vision care plan to employees. The City shall pay 100% of the cost of such a plan for employees only. Employees shall have the option of purchasing vision care for their dependents at a cost of \$6.95 for one dependent or \$13.95 for two or more dependents. In the event an employee does not exceed his/her monthly employer medical allowance, the employee shall be allowed to apply any unused portion towards the purchase of additional provided coverage for vision care. All itemized benefit amounts specified in the City of Vernon Vision Plan (CVVP) that fall below \$150 shall be raised to \$150.

Section 7: Life Insurance

The City provides a life insurance plan to employees. The City shall pay 100% of the cost of such plan for employees. The City's agreement to pay full or partial costs of said premiums shall not create or ripen into a vested right for said employee; however, the City shall be obligated to *pay* the cost or provide said medical, dental, vision, and life insurance benefits as described so long as this MOU remains in effect.

Section 8: Retiree Medical

Employees must retire from the City of Vernon under a CalPERS Benefit Formula (i.e. Age 50 or 57 Formula) to be eligible for Retiree Medical/Dental Benefits. The City shall pay up to \$1,100 per month towards the employee's HMO medical and dental insurance premium for the employee and his/her eligible spouse in the classifications represented by the Vernon Firemen's Association who have been employed for a minimum of twenty (20) years of continuous service with the City of Vernon. The maximum \$1,100 City contribution may be applied toward any city provided HMO or PPO buy-up medical and dental premium plan and shall have no cash surrender value. Retiree shall be responsible for any amount that exceeds the City Contribution.

The City's contribution toward the Retiree HMO or PPO Medical/Dental Benefit Plan shall continue for said retired employee and eligible spouse up to the age of sixty-five (65). Upon reaching the age of sixty-five (65), the retiree and/or eligible spouse shall apply for Medicare coverage, whereupon the City's insurance shall become supplemental coverage. The City shall pay up to 100% of the cost to provide any Medicare supplemental medical and dental insurance plan offered by the City of Vernon, not to exceed \$1,100 per month. The City will not be the primary insurance carrier once the retiree and/or employee reaches the age of sixty-five (65). If the retiree or eligible spouse fails to timely obtain and maintain Medicare coverage, the City shall not be required to provide any medical/dental benefits until such Medicare coverage is obtained and maintained. The maximum \$1,100 City contribution shall be applied only towards a City sponsored Medicare supplemental medical and dental premium plan payment and shall have no cash surrender value.

All retired employees with a minimum of ten (10) years of continuous uninterrupted service with the City may pay the City's premium cost for medical and dental insurance up to the age of sixty-five (65) after which time Medicare will become the primary insurance carrier. The retired employee may remain on the City's supplemental insurance to Medicare at his/her cost provided the retiree has timely obtained and maintains Medicare coverage.

Should the retired employee fail to pay his/her required cost of the insurance premium for the City's medical/dental benefit plan for any three (3) consecutive months or, should the coverage otherwise lapse for any reason other than City's non-payment, then the City's obligation to maintain the retiree's medical/dental benefit plan shall automatically terminate without the need for further notice.

Section 9: Vacation Time

A. Annual Accrual For 56-Hour Personnel

- 9 years or less: 13 shifts (12 hours per pay period)
- 10 - 24 years: 15 shifts (13.85 hours per pay period)
- 25 or more: 16 shifts (14.77 hours per pay period)

B. Annual Accrual for 40 Hour Personnel

- 9 years or less: 120 hours (4.62 hours per pay period)
- 10— 24 years: 160 hours (6.16 hours per pay period)
- 25 or more: 170 hours (6.54 hours per pay period)

C. Policy

A Maximum of 9 platoon personnel per shift shall be permitted off on vacation leave consisting of the following:

- Captains - maximum of 2 off per shift.
- Engineers - maximum of 3 off per shift
- Paramedics- maximum of 2 off per shift.
- Firefighters- maximum of 2 off per shift or a maximum of 3 when used in combination with other ranks.

D. Carry Over of Vacation Leave

Employees are permitted to carry-over one year's annual accrual from calendar year to calendar year. At the end of every calendar year, employees who have accrued vacation hours in excess of their permitted carry-over shall be paid their regular rate of pay of all such excess hours.

Vacation Leave Conversion:

At the time an employee is transferred to the administrative work schedule, his or her vacation leave balance shall be converted from the suppression work schedule rate to the administrative work schedule rate by dividing the accrued balances by 2.4 (*example: 90 hours of suppression vacation time ÷ 2.4 = 37.50 hours of administrative vacation time*). Said converted balances shall be available for employee's use while assigned to the administrative work schedule in accordance with applicable policies.

At the time an employee is returned to the suppression work schedule, his or her vacation leave balance shall be converted back to suppression hours by multiplying the hours by 2.4 (*example: 37.50 hours of administrative*

vacation time X 2.4 = 90 hours of suppression vacation time). Said converted balances shall be available for employee's use while assigned to the suppression work schedule in accordance with applicable policies.

Should an employee separate during the time of their administrative assignment, the accrued balance shall be converted back to suppression hours by multiplying the administrative hours by 2.4 and paid out at the suppression hourly rate. (*example: 37.50 hours of administrative vacation time X 2.4 = 90 hours of suppression vacation time*).

Section 10: Sick Leave

Unit employees only receive sick leave accrual while they are in a paid status.

- A. Full-time Platoon personnel accrue sick time at the rate of 5.54 hours per pay period (144 hours annually). Upon reaching the cap of 1440, the employee will continue to accrue sick leave provided, however, in the final pay period in December each year all accrued sick leave in excess of 1440 hours shall be cashed in at fifty percent (50%) of the employee's regular rate of pay. Part-time and temporary VFA employees (excluding CalPERS retired annuitants) working for 30 or more days within a year shall be entitled to accrue paid sick days at the rate of one (1) hour per every 30 hours worked. Employee shall only receive sick leave accrual while they are in a paid status.
- B. Full-time forty-hour (40-hour) personnel accrue sick time at a rate of 3.96 hours per pay period (103 hours annually). Upon reaching the cap of 1029, the employee will continue to accrue sick leave provided, however, in the final pay period in December each year all accrued sick leave in excess of 1029 hours shall be cashed in at fifty percent (50%) of the employee's regular rate of pay. Part-time and temporary VFA employees (excluding CalPERS retired annuitants) working for 30 or more days within a year shall be entitled to accrue paid sick days at the rate of one (1) hour per every 30 hours worked. Employee shall only receive sick leave accrual while they are in a paid status.
- C. If an employee resigns from the City with 20 years or more of continuous service, he/she will be compensated for all unused sick leave hours in his/her sick leave bank at the time of separation at 50% of his/her then current regular hourly rate of pay.
- D. If an employee retires from the City with at least 15 and less than 20 years of continuous service, he/she will be compensated for all unused sick leave hours in his/her sick leave bank at the time of separation at 50% of his/her then current regular hourly rate of pay.

- E. If an employee retires from the City with 20 or more years of continuous service, he/she will be compensated for all unused sick leave hours in his/her sick leave bank at the time of separation at 100% of his/her then current regular hourly rate of pay.
- F. An employee who is absent on sick leave for more than one (1) consecutive shift will be required by his or her supervisor to provide a physician (or Chiropractic/Physician Assistant) note in order to be paid for the sick leave. A note is not required for Kin Care Leave.

Sick Leave Conversion

At the time an employee is transferred to the administrative work schedule, his or her sick leave balance shall be converted from the suppression work schedule rate to the administrative work schedule rate by dividing the accrued balance by 1.4 (*example: 112 hours of suppression sick leave ÷ 1.4 = 80 hours of administrative sick time*). Said converted balances shall be available for employee’s use while assigned to the administrative work schedule in accordance with applicable policies.

At the time an employee is returned to the suppression work schedule, his or her sick leave balance shall be converted back to suppression hours by multiplying the hours by 1.4 (*example: 80 hours of administrative sick time X 1.4 = 112 hours of suppression vacation time*). Said converted balances shall be available for employee’s use while assigned to the suppression work schedule in accordance with applicable policies.

Should an employee separate during the time of their administrative assignment, the accrued balance shall be converted back to suppression hours by multiplying the administrative hours by 1.4 and paid out at the suppression hourly rate. (*example: 80 hours of administrative sick time X 1.4 = 112 hours of suppression sick time*).

Section 11: Bereavement Leave

- A. Permanent full-time employees, regardless of period of service, may in the event of death or if death appears imminent, of any “immediate family member” as defined below, including that equivalent relatives of a registered domestic partner, be allowed up to forty-eight (48) hours over two shifts of bereavement leave without loss of salary.

Relative	All Regular Employees
Spouse	48 hours

Child	48 hours
Registered Domestic Partner	48 hours
Step-Child	48 hours
Parent	48 hours
Step-Parent	48 hours
Mother-in-law	48 hours
Father-in-law	48 hours
Grandchild	48 hours
Step-Grandchild	48 hours
Grandparent	48 hours
Grandparent-in-law	48 hours
Brother	48 hours
Sister	48 hours
Step-Sister	48 hours
Step-Brother	48 hours
Daughter-in-law	48 hours
Son-in-law	48 hours
Brother-in-law*	48 hours
Sister-in-law*	48 hours

**Brother-in-law and sister-in-law are defined as the spouse of the employee's sibling or the sibling of the employee's spouse.*

- B. The bereavement leave begins on the first regularly scheduled workday as requested by the employee. If the employee learns of the death while at work, he or she is entitled to leave work immediately; this partial day leave will not be counted toward the bereavement leave.
- C. Bereavement leave must be authorized by the Department head and must be utilized within fifteen (15) days of employee learning of the death, or of the date of foreseen imminent death of the immediate family member, unless special circumstances require that the leave begin at a later date. Such requests to the Department head shall be made within 15 days of the employee learning of the death or of the date of foreseen imminent death and shall not be unreasonably denied.

D. Representatives may be selected by the Department head to attend with pay the funeral of a co-worker in said department on behalf of the City if the funeral of the deceased co-worker occurs during working hours; provided the funeral is held within a reasonable distance of City limits.

Section 12: Deferred Compensation

The City shall continue to administer the existing 457 deferred compensation program for all unit employees.

Section 13: Education Reimbursement

The educational reimbursement program is a financial assistance program that offers reimbursements for tuition, fees and books up to a maximum of \$2,200 per fiscal year. The fiscal year is July 1 through June 30. Employees are eligible for this assistance after 12 months of uninterrupted employment with the City of Vernon.

A grade of "C" or better (or "pass" if on a pass/fail basis) is required for reimbursement. A request for reimbursement must be made within 60 days of receipt of grades and should include the following: a copy of the final grade report, a copy of expenses for tuition, fees, and books; and a completed and signed tuition reimbursement form.

Section 14: Other City Employee Programs

VFA unit employees are eligible to participate in all City-sponsored programs passed by City Council Resolutions that are intended to benefit all employees in the areas of, but are not limited to, the following:

- Buyback of military leave for PERS retirement time — Gov't Code 21024
- Computer loan purchase plan — Resolution-2011-67
- Life insurance
- Corrective eye surgery plan — Resolution 2011-65
- Hearing aid device plan — Resolution 2011-66
- Family Medical Leave Act (FMLA)

ARTICLE EIGHT WORK SCHEDULE

Section 1: FLSA Work Period

The FLSA work period for unit employees assigned to a daily work schedule of twenty four (24) hours shall be a fixed and regularly recurring work period of twenty-four consecutive days (576 hours).

Section 2: Work Schedules

A. Platoon Personnel

Unit employees assigned to a 56-hour work week shall work a 48/96 work schedule that consists of two consecutive 24-hour shifts followed by 96 consecutive hours off, on a rotating three platoon basis (A, B & C Platoon). Employees that work such schedule average 56 hours a week and 112 hours per pay period.

Unit employees assigned to work a 48/96 schedule shall begin work at 0700 hours and terminate at 0700 hours following two 24-hour periods.

B. 40-Hour Personnel

Unit employees assigned to work a 40-hour work week shall be assigned to a 4/10 schedule that consists of four (4) consecutive work days of ten (10) consecutive work hours each, inclusive of paid breaks and an unpaid 30-minute meal period, followed three consecutive days off, each week. Unit employees on such schedule shall be assigned to work Monday through Thursday from 0600 to 1630 hours, unless an alternate schedule is approved in writing by the Fire Chief and VFA.

Section 3: Shift Trades

The practice of shift trading shall be voluntary on behalf of each employee involved in the trade. A shift trade must be pre-approved by a supervisor. The trade must be due to the employee's desire or need to attend to a personal matter and not due to the department's operations. The employee providing the trade shall not have his/her compensable hours increased as a result of the trade; nor shall the employee receiving the trade have his/her compensable hours decreased as a result of the trade.

If one individual fails to appear for the other (regardless of the reason), the person who was scheduled as a result of the shift trade will be listed as absent without leave and may be subject to discipline.

Any premium pay or other extra compensation shall continue to accrue only to the person originally entitled to the premium pay or extra compensation. Any hours worked beyond the normal work day will be credited to the

individual actually doing the work. "Paybacks" of shift trade are the obligation of the two employees involved in the trade. Pay-backs are to be completed within one (1) calendar year of the date of the initial shift trade.

Any dispute as to the paybacks is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties. A record of all initial shift trades and "paybacks" shall be maintained by the involved employees on forms or computers provided by the Department.

Section 4: Early Relief

The practice of early shift relief shall be voluntary on behalf of each employee involved in the relief. The employee providing the early relief shall not have his/her compensable hours increased as a result of the early relief; nor shall the employee relieved early have his/her compensable hours decreased as a result of the early relief.

"Paybacks" of early relief hours are the sole obligation of the two employees involved in the early relief. Any dispute is to be resolved by the involved employees, and under no circumstances will the Department be obligated for any further compensation whatsoever to any of the involved employees. The Department is not responsible in any manner for hours owed to employees by other employees who leave the employment of the City or are assigned other duties.

ARTICLE NINE

GRIEVANCE PROCEDURE

GRIEVANCE DEFINITION

A grievance shall be defined as an allegation by an employee or the Association of a misinterpretation, misapplication or violation of a particular provision of this MOU, City policy, rule or past practice. The grievance procedure shall not be used in connection with an impasse in collective bargaining, nor with disciplinary actions or other matters for which appeal procedures exist under the Discipline and Disciplinary Actions article herein, or pursuant to statute.

DAYS

Days shall be defined for the purposes of this Article as any day in which the City Hall is open to the public for the general conduct of business.

GRIEVANCE PRESENTATION AND PROCEDURES

Employees shall have the right to present their own grievance or do so through their Association representative.

Grievances shall be processed on standard forms provided by the Department of Human Resources and shall contain information which (a) identifies the aggrieved, (b) contains the specific nature of the grievance, (c) indicates the time or place of its occurrence, if known, (d) states the article(s) of the MOU, City policy, rule or past practice which have been violated, misinterpreted or misapplied, (e) indicates the persons contacted at the informal stage, if applicable, and (f) states the corrective action desired. Grievances may be submitted via email, so long as the employee attaches the grievance form to the email by the required time line. If an employee includes attachments to the grievance form and those attachments are not included in the email or in-person submission, the City shall notify the employee that all attachments were not included and that the deadline for the City to respond to the grievance will not begin to run until all the attachments are received.

Failure by management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level. Failure by management to respond shall be reported to the Human Resources Director by either the aggrieved employee or Association Representative. If an employee fails to appeal from one level to the next within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subject to further appeal or reconsideration.

All time periods specified in this procedure may be extended by mutual written (including email) consent of the aggrieved employee(e), Association representative and the Human Resources Director.

INFORMAL PROCEDURE

Within twelve (12) days of the date the employee(s) knew or reasonably should have known of the incident giving rise to the grievance, the employee may discuss the complaint with his/her

immediate supervisor. Employees are encouraged to discuss complaints with their immediate supervisor in an attempt to resolve the grievance at the lowest possible step.

An employee, at his or her sole discretion, may opt to skip the Informal Procedure resolution process and instead go directly to Step One. If an employee chooses to proceed with the Informal Procedure, he/she or their Association representative shall inform the Human Resources Director, within one day of initiating the Informal Procedure, that he/she has initiated the Informal Procedure and the date the informal grievance was first discussed with his/her supervisor.

Within twelve (12) days of the discussion with the employee, the supervisor shall respond in writing to the employee's complaint. If the employee is dissatisfied or if the supervisor fails to respond, the employee shall have access to the formal grievance process described below:

Step One – Battalion Chief

Within the time period referenced above or, if the employee chooses to skip the Informal Procedure, within twelve (12) days of the date the employee(s) knew or reasonably should have known of the incident giving rise to the grievance, the employee(s) or the Association shall initiate the grievance procedure by explaining the situation in writing to the Battalion Chief of the affected employee(s). The Association and/or employee(s) waives the right to proceed with the grievance if the grievant does not initiate the procedure by this deadline. After the presentation of the grievance to the Battalion Chief, the Battalion Chief shall make a decision and present his/her decision, in writing, to the Association and employee(s) within twelve (12) days, with copies to the Fire Chief and the Human Resources Director.

Step Two - Fire Chief

If the Association or employee(s) is not satisfied with the decision of the Battalion Chief, or if the Battalion Chief does not provide a decision within the 12-day timeframe, the grievant(s) shall present the grievance, in writing, to the Fire Chief within twelve (12) days of the decision of the Battalion Chief, or twelve (12) days from the date the response was otherwise due. The Association and/or employee(s) waives the right to proceed with the grievance if the grievant(s) does not act by this deadline. Within twelve (12) days, the Fire Chief, or the designee of the Fire Chief, shall meet with the Association and employee(s) to hear the grievance. Within twelve (12) days of hearing the grievance, the Fire Chief or designee shall present his/her decision, in writing, to the Association and employee(s), with copies to the Human Resource Director and the City Administrator.

Step Three - City Administrator/Advisory Arbitration

If the Association or employee(s) is not satisfied with the result of the meeting with the Fire Chief, the grievant may submit a written request, within twelve (12) days of the written decision of the Fire Chief, that the matter be heard by the City Administrator or designee, or the Association may choose to have the matter heard by an impartial hearing officer (arbitrator).

Should the matter be submitted directly to the City Administrator or designee, he/she shall meet with the Association and/or employee(s) within twelve (12) days of receipt of the grievant's written notice. If the Association and/or employee(s) elects to have the matter heard by the City Administrator or designee, the

Association and/or employee(s) waives the right to have the matter heard by an arbitrator. Within twelve (12) days of hearing the grievance, the City Administrator shall provide his/her decision, in writing, to the Association and employee(s). The decision of the City Administrator shall be final and binding, subject to the option of the employee to bring a proceeding pursuant to Code of Civil Procedure sections 1094.5 and 1094.6.

If the Association elects arbitration, costs of the arbitration shall be shared equally between the Association and the City. A court reporter shall be retained only by mutual consent of the parties. The costs of the arbitration, including the court reporter, shall be divided in half (i.e. 50/50) by the parties. Attorney fees, staff time and witness fees shall not be shared between the parties and shall be paid by the party that incurred the cost.

If the Association elects arbitration, the City shall request a list of five (5) arbitrators registered with the American Arbitration Association, California State Conciliation Service or some other mutually agreed upon source within ten (10) days of the Association's request. If the parties are unable to agree on an arbitrator from that list, an arbitrator will be selected by the parties alternately striking names from the list until only one (1) name remains. The selected arbitrator shall serve as the hearing officer. All arbitration proceedings arising under the Grievance procedure shall be governed by the provisions of Title 9, Part 3, of the Code of Civil Procedure of the State of California.

Within twelve (12) days of receipt of the arbitrator's recommendation, the City Administrator shall provide his/her decision, in writing, to the Association and employee(s). The recommendation of an arbitrator shall be advisory to the City Administrator or designee. The decision of the City Administrator shall be final and binding, subject to the option of the employee to bring a proceeding pursuant to Code of Civil Procedure sections 1094.5 and 1094.6.

All time limits specified in the foregoing procedure may be waived only by mutual written agreement.

ARTICLE TEN
DISCIPLINE

A. DISCIPLINARY ACTIONS

1. The tenure of every City employee shall be based on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action, which shall be commensurate with the seriousness of the offense and with consideration of the employee's personnel file. Progressive discipline will be used; however, this does not preclude the City from taking disciplinary action, up to and including termination, for an incident for which there is no prior documentation as long as the disciplinary action is warranted and is based on just cause.
2. The following procedures shall be followed when, in the judgment of the Department Director, an employee has committed an act or omission that justifies discipline. The Department Director or his/her designee shall advise employees of contemplated disciplinary actions in writing and allow the employee an opportunity to respond to such charges prior to taking final action.
 - a. Disciplinary actions should be documented in the employee's official personnel file. Performance deficiencies documented in the employee's performance evaluation as "does not meet standards" may be the basis for disciplinary action if the employee fails to correct those performance deficiencies within the time period designated by his/her supervisor. To the extent possible, performance deficiencies or other causes for discipline will be documented in the employee's personnel file.
 - b. Upon the City receiving authorization from the employee, the City will provide the Association with all written notices of discipline given to employees represented by Association. The written notice of discipline will also inform the employee that he/she has the right to consult with the Association with regard to the disciplinary action being taken.
 - c. Nothing in this article shall preclude the Fire Chief or his/her designee from ordering an employee to cooperate with other agencies involved in criminal investigations. If an employee fails to comply with such an order, the employee may be officially charged with insubordination.

B. PRE-DISCIPLINARY PROCEDURES

Prior to the discipline of any permanent employee, the following procedures shall be followed. This process shall not be applicable to performance evaluations or verbal counseling/reprimands.

Written Notice of Proposed Action

Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include the proposed effective date of the discipline, a statement of the reason(s) for the proposed action, including the rule or standard of conduct allegedly violated, the proposed discipline and the charge(s) being considered.

Employee Review

The employee shall be supplied with a copy of the documents or materials upon which the proposed disciplinary action is based.

Employee Response/Pre-Disciplinary Conference

The notice of proposed action shall state the date by which the employee must exercise the right to respond orally, in writing or both orally and in writing. This represents the pre-disciplinary opportunity for the employee to state any reasons that he/she believes the proposed action to be inappropriate. The employee shall have a reasonable amount of time to respond, which shall not be fewer than five (5) days. This date may be adjusted by mutual agreement. Failure to respond by the assigned date will constitute a waiver of the right to respond. Any response will be fully considered before any final action is decided upon.

The Pre-Disciplinary Conference does not need to be an evidentiary hearing. An employee has the right to have a representative of his or her own choosing at the conference. The City may conduct further investigation if the employee's version of the facts or new information raises doubts as to the accuracy of the City's information leading to the discipline proposal.

Written Notice of Final Action

After consideration of the employee's response, or in the absence of a response, written notice of the final disciplinary action shall be given to the employee. Such notice shall include essentially the same information contained in the notice of proposed action, except that the employee's formal appeal rights shall be stated.

Emergencies

When, in the opinion of the City, immediate disciplinary action is required to protect the health, safety or welfare of the public, other employees or the employee himself, the employee may be suspended with pay pending the processing of the notices required in Section B of this article, and pending the completion of such investigations or hearings as may be required to determine if disciplinary action is to be taken.

C. DISCIPLINARY APPEAL PROCEDURES

The appeal process shall not be applicable to probationary employees. The appeal process shall not be applicable to performance evaluations, or verbal reprimands.

An employee desiring to appeal the discipline shall have ten (10) days after receipt of final notice of discipline. The employee's request for appeal must be addressed to the City Administrator and received in the Human Resources Department. The Human Resources Department shall date stamp the employee's appeal to verify the timeliness of the appeal.

If, by the expiration of the (ten) 10 day appeal period, the employee does not file the appeal, unless good cause for the failure is shown, the discipline shall be considered conclusive and the right of appeal to have been waived. If the employee files a timely appeal, an appeal hearing shall be established as follows:

1. The employee and the City shall jointly request the State Office of Administrative Hearings to appoint an Administrative Law Judge (ALJ) to hear the appeal and to render a decision advisory to the City Administrator. The City and Association will share equally share (i.e. 50/50) the hearing-related expenses such as ALJ fees and court reporter fees, but excluding attorney fees, expert witness(es) and staff time.
2. All appeal proceedings arising under this procedure shall be governed by the provisions of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

3. All time limits specified in the procedure may be waived by mutual written agreement.
4. At the conclusion of the hearing, the ALJ will submit his/her findings to the City and the employee. Within ten (10) days of receiving the ALJ's findings, the City Administrator shall provide his/her decision, in writing, to the employee. The City Administrator's decisions shall set forth which charges, if any, are sustained and the reasons therefor. The opinion shall set forth findings of fact and conclusions. The City Administrator's decision is final, subject to the option of the employee to bring a proceeding pursuant to Code of Civil Procedure sections 1094.5 and 1094.6.

ARTICLE TWELVE

MANAGEMENT RIGHTS

Except as limited by the specific and express terms of this Memorandum of Understanding, the City hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred on and vested in it by the laws and the Constitution of the State of California and/or the United States of America; provided, however, if the City's decision to exercise such rights, powers, authority, duties and responsibilities impacts the wages, hours and other terms and conditions of employment of unit employees, the City shall be required to first meet and confer on the impact and effect of such decision.

The City retains all its exclusive rights and authority under State and Federal law and expressly and exclusively retains its management rights, which include, but are not limited to:

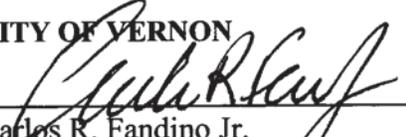
- A. The exclusive right to determine the mission of its constituent departments, commissions, and boards.
- B. Set standards and levels of service.
- C. Determine the procedures and standards of selection for employment and promotions.
- D. Direct employees.
- E. Establish and enforce dress and grooming standards.
- F. Determine the methods and means to relieve its employees from duty for lawful reasons.
- G. Maintain the efficiency of governmental operations.
- H. Determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted.
- I. Determine the content and intent of the job classifications.
- J. Determine methods of financing.
- K. Determine style and/or types of city-issued wearing apparel, equipment or technology to be used.
- L. Determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate

and assign work by which the City operations are to be conducted.

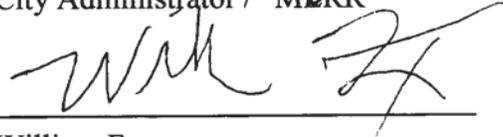
- M. Determine and change the number of locations, relocations and type of operations processes and materials to be used in carrying out all city functions, including, but not limited to, the right to contract for or subcontract any work or operations of the City.
- N. Assign work to employees in accordance with requirements as determined by the City.
- O. Establish and modify productivity and performance programs and standards.
- P. For just cause only, discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable state law.
- Q. Establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith.
- R. Take all necessary actions to carry out its mission in emergencies.
- S. Exercise complete control and discretion over its organization and the technology of performing its work.

SIGNATURE PAGE

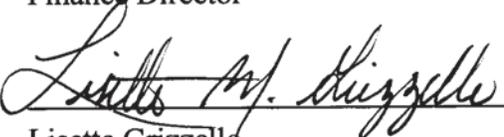
CITY OF VERNON



Carlos R. Fandino Jr.
City Administrator / "MERR"



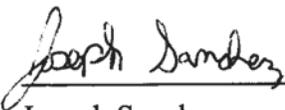
William Fox
Finance Director



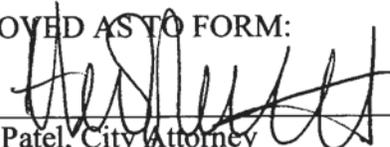
Lisette Grizzelle
Senior Human Resources Analyst



Ana Karina Rueda
Human Resources Analyst



Joseph Sanchez
Chief Negotiator

APPROVED AS TO FORM:


Hema Patel, City Attorney

APPROVED AND ADOPTED BY CITY COUNCIL ON JULY 12, 2016 PER
RESOLUTION NO. 2016-36

ATTEST:

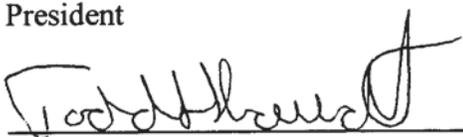


Maria Ayala, City Clerk

VERNON FIREMEN'S ASSOC.



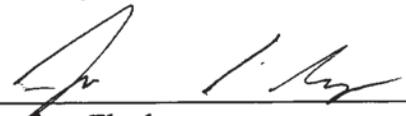
Dean Richens
President



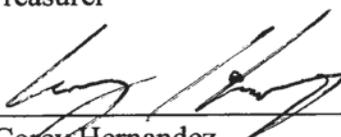
Todd Hewett
Vice-President



Bryan Dome
Secretary



Jonathan Flagler
Treasurer



Corey Hernandez
VFA Director

Dated: 07/21/2016