



MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF VERNON

AND

VERNON FIRE MANAGEMENT ASSOCIATION

July 1, 2014 through June 30, 2016



**TABLE OF CONTENTS**

**MEMORANDUM OF UNDERSTANDING**

Parties to the Memorandum of Understanding ..... 5

**ARTICLE ONE: FUNDAMENTALS**

Section 1: Recognition .....6  
Section 2: No Discrimination .....6  
Section 3: Mutual Cooperation .....7  
Section 4: Layoffs .....7  
Section 5: No Strikes or Lockouts .....7  
Section 6: City / VFMA Meetings ..... 7  
Section 7: Association Business .....7  
Section 8: Association Leave.....8  
Section 9: Driver License Requirement..... 8  
Section 10: Payroll Deduction.....8

**ARTICLE TWO: LEGAL LIMITATIONS, SAVINGS CLAUSE & TERM**

Section 1: Legal Limitations and Savings Clause .....9  
Section 2: Maintenance of Existing Conditions.....9  
Section 3: Modification and Waiver .....9  
Section 4: Severability.....10

**ARTICLE THREE: SALARIES**

Section 1: Salaries.....11  
Section 2: Assistant Fire Chief .....11

Section 3:	Battalion Chief/Fire Marshall.....	12
Section 4:	Fire Marshall.....	12
Section 5:	Merit Steps.....	13
Section 6:	Salary Adjustment Increase .....	13
Section 7:	Bilingual Pay .....	13
Section 8:	Educational Incentive Pay.....	13
Section 9:	Chief Officer Certificate – Prior to July 1, 2014.....	14
Section 10:	Chief Officer Certificate – After July 1, 2014.....	14
Section 11:	Hazardous Materials Specialist Pay .....	14
Section 12:	Urban Search and Rescue Specialist Pay.....	15
Section 13:	Physical Fitness/Wellness Program.....	15
Section 14:	Computation of Pay .....	15

ARTICLE FOUR: LONGEVITY

Section 1:	Employees Hired On or Before June 30, 1994.....	17
Section 2:	Employees Hired After June 30, 1994 .....	17

ARTICLE FIVE: OVERTIME

Section 1:	Overtime Authorization .....	18
Section 2:	Compensatory Time.....	19
Section 3:	Compensatory Time Payment upon Termination.....	19
Section 4:	Usage of Compensatory Time Earned.....	19
Section 5:	Leave Inclusion .....	19
Section 6:	Training and Recertification.....	20
Section 7:	Call Backs.....	20
Section 8:	Non-Compensable .....	20

ARTICLE SIX: UNIFORMS

Section 1: Uniform Allowance ..... 22

ARTICLE SEVEN: BENEFITS

Section 1: Public Employees Retirement System ..... 23

Section 2: Supplemental PERS Benefits..... 23

Section 3: Cafeteria Plan..... 24

Section 4: Medical ..... 24

Section 5: Dental ..... 25

Section 6: Vision..... 25

Section 7: Life Insurance..... 25

Section 8: Deferred Compensation..... 26

Section 9: Education Reimbursement..... 26

Section 10: Other Employee Programs..... 26

Section 11: Retiree’s Medical..... 26

ARTICLE EIGHT: VACATION

Section 1: Vacation Time..... 28

ARTICLE NINE: HOLIDAYS

Section 1: “In Lieu” Holiday Time..... 30

Section 2: “In Lieu” Holiday Time – Administrative Personnel..... 30

ARTICLE TEN: SICK LEAVE

Section 1: Sick Leave..... 32

Section 2: Sick Leave Conversion..... 33

ARTICLE ELEVEN – LEAVE BENEFITS

Section 1: Jury Duty..... 34

Section 2: Bereavement Leave..... 34

ARTICLE TWELVE: WORK SCHEDULE AND ABSENCES

Section 1: FLSA Work Period..... 36

Section 2: Work Schedules..... 36

Section 4: Shift Trades..... 36

Section 5: Early Relief..... 37

ARTICLE THIRTEEN: GRIEVANCE PROCEDURE

Grievance Procedure Steps ..... 38

ARTICLE FOURTEEN: DISCIPLINE PROCEDURE

Discipline Procedure ..... 40

ARTICLE FIFTEEN: MANAGEMENT RIGHTS

Management Rights..... 44

SIGNATURE PAGE

Signatures ..... 46

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF VERNON**

**AND**

**VERNON FIRE MANAGEMENT ASSOCIATION**

**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 Fire Management Association, (hereinafter “VFMA”), 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 management and confidential employees,” otherwise known as Chief Officers.

This MOU constitutes a joint agreement by the Municipal Employee Relations Representative (“MERR”) and the VFMA, 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 VFMA 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, 2014, and shall expire at midnight on June 30, 2016.

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

**ARTICLE ONE**  
**FUNDAMENTALS**

**Section 1: Recognition**

The City recognizes the Vernon Fire Management Association as the exclusive recognized employee organization on behalf of all full-time sworn, 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 Assistant Fire Chief, Battalion Chief, and Fire Marshall.

**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 VFMA 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 VFMA.

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 VFMA nor any VFMA 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 VFMA activities, serve as a VFMA officer or director, or otherwise represent the interests of VFMA.

**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 and to accomplish goals in their mutual interest.

**Section 4: Layoffs**

In accordance with the Meyers-Milias Brown Act, the City and the VFMA shall meet and confer on the effect of its actions to layoff any employee represented by the VFMA. This will occur prior to implementation except in emergency circumstances as defined in law. 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.

**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 VFMA, and no lockouts shall be made by the City.

**Section 6: City/VFMA Meetings**

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

**Section 7: Association Business**

Representatives of the VFMA shall be allowed time to conduct their Association business as necessary during work hours. Representatives of the VFMA 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 VFMA 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. VFMA 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 VFMA's request.

No unit employee shall engage in political activity while on duty or in uniform.

**Section 8: Association Leave**

The VFMA President will have available to him/her a total of 240 hours of Association Leave Time at the beginning of each calendar year for conducting Association business off duty during time he and/or any of his Association board members would be regularly scheduled to work.

- A. The VFMA 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 the Fire Chief a minimum of 72 hours before the Leave Time is needed unless the minimum notice period is waived 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 action purposes.

**Section 9: Driver's License Requirement**

Firefighters of all ranks from Assistant Fire Chief and below must maintain at the minimum a Class C driver's license with a firefighter endorsement. Exceptions to this requirement must be approved in writing by the Fire Chief.

**Section 10: 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 designed 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 VFMA 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;

#### **Section 2: Maintenance of Existing Conditions**

Any employment policy, practices and/or benefits, including the alternative workweek schedule and overtime compensation are incorporated into this Memorandum of Understanding, unless otherwise stated herein. In the event of a conflict between the Memorandum of Understanding and an existing policy and/or practice, this Memorandum of Understanding shall govern.

#### **Section 3: Modification and Waiver**

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 and the Firefighters Procedural Bill of Rights Act.

**Section 4: Severability**

In the event that a court finds any provision(s) of this Memorandum of Understanding to be invalid or unenforceable, the parties intend that the remaining provisions remain in effect. The parties further agree to meet and confer for purposes of negotiating an alternative to any provision declared invalid or unenforceable.

**ARTICLE THREE**

**SALARIES**

**Section 1: Salaries**

Effective the beginning of the pay period containing July 1, 2014, the following salary ranges are established for employees represented by the VFMA based upon the results of the City wide classification and compensation study at the 75<sup>th</sup> percentile, and consistent with the proposed grade and step pay plan. Effective July 1, 2014, VFMA employees shall be placed at the grade and step that is closest to, but not lower than their current base salary.

**Section 2: Assistant Fire Chief**

**Effective June 29, 2014, (the beginning of the pay period including July 1, 2014)**

Step 1	\$12,587
Step 2	\$13,217
Step 3	\$13,878
Step 4	\$14,572
Step 5	\$15,300

Effective the beginning of the pay period including January 1, 2015 the base monthly salary of an Assistant Fire Chief shall be increased by 1.5% as follows:

Step 1	\$12,776
Step 2	\$13,415
Step 3	\$14,086
Step 4	\$14,791
Step 5	\$15,530

Effective the beginning of the pay period including July 1, 2015 the base monthly salary of an Assistant Fire Chief shall be increased by 1.5% as follows:

Step 1	\$12,968
Step 2	\$13,616
Step 3	\$14,297
Step 4	\$15,013
Step 5	\$15,764

**Section 3: Battalion Chief**

**Effective June 29, 2014 (the beginning of the pay period including July 1, 2014)**

Step 1	\$10,874
Step 2	\$11,417
Step 3	\$11,988
Step 4	\$12,587
Step 5	\$13,217

Effective the beginning of the pay period including January 1, 2015 the base monthly salary of a Battalion Chief shall be increased by 1.5% as follows:

Step 1	\$11,037
Step 2	\$11,588
Step 3	\$12,168
Step 4	\$12,776
Step 5	\$13,415

Effective the beginning of the pay period including July 1, 2015 the base monthly salary of a Battalion Chief shall be increased by 1.5% as follows:

Step 1	\$11,203
Step 2	\$11,762
Step 3	\$12,351
Step 4	\$12,968
Step 5	\$13,616

**Section 4: Fire Marshal**

**Effective June 29, 2014 (the beginning of the pay period including July 1, 2014)**

Step 1	\$8,520
Step 2	\$8,946
Step 3	\$9,393
Step 4	\$9,863
Step 5	\$10,356

Effective the beginning of the pay period including January 1, 2015, the base monthly salary of a Fire Marshal shall be increased by 1.5% as follows:

Step 1	\$8,648
Step 2	\$9,080
Step 3	\$9,534
Step 4	\$10,011
Step 5	\$10,511

Effective the beginning of the pay period including July 1, 2015, the base monthly salary of a Fire Marshall shall be increased by 1.5% as follows:

Step 1	\$8,778
Step 2	\$9,216
Step 3	\$9,677
Step 4	\$10,161
Step 5	\$10,669

**Section 5: Merit Steps**

Effective the beginning of the pay period including July 1, 2015, employees who in the discretion of the Fire Chief and in accordance with the City's Performance Evaluation Policy, have attained one year of satisfactory service as of their immediately preceding classification anniversary date shall receive a one-time 5% merit increase during the term of this contract. Future promotion or salary increases to any said grade shall remain the sole discretion of the City Council. The July 1, 2015 merit increase shall not alter the employee's actual classification anniversary date.

**Section 6: 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 implement a service adjustment increase up to ten percent (10%) per month of their base salary.

**Section 7: Bilingual Pay**

A unit employee may be compensated for bilingual skills after the employee demonstrates proficiency in speaking a foreign language (the ability to read and write in a foreign language may also be tested, if necessary), which proficiency would be determined by successful completion of a 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 and shall not be considered to be part of the employee's base monthly salary when computing incentive pay.

**Section 8: Education Incentive Pay**

A unit employee who has completed his/her initial hire probationary period and who holds a fire science certificate or has completed course equivalent thereto (i.e., 30 units of fire science related courses) shall

receive an additional three percent (3%) per month of their base salary after satisfactory completion of his/her 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 his/her base salary.

The above education incentive pay is cumulative for a maximum of 6%. Said payment shall not be considered to be part of the employee's base monthly salary when computing education incentives. Should employees represented by the Vernon Firemen's Association (VFA) receive across-the board enhancements to the existing Education Incentive Pay between July 1, 2014 and June 30, 2016, a like enhancement will be provided to employees represented by the VFMA.

**Section 9: Chief Officer Certificate – Employees promoted prior to July 1, 2014**

Effective July 1, 2014, VFMA employees who were promoted to a Fire management position prior to July 1, 2014 and hold a Chief Officer Certificate, or have completed coursework equivalent thereto (i.e., California State Fire Training Professional Certification Track for Chief Officer) shall receive an annual education incentive stipend in the amount of \$2,000, in two equal, semi-annual installments. The first installment of \$1,000 shall be paid with the first paycheck in January, and the second installment of \$1,000 shall be paid with the first paycheck in July.

**Section 10: Chief Officer Certificate –Employees promoted on or after July 1, 2014**

Effective July 1, 2014, VFMA employees who were promoted on or after July 1, 2014 and hold a Chief Officer Certificate shall receive an annual education stipend in the amount of \$2,000, in two equal, semi-annual installments. The first installment of \$1,000 shall be paid with the first paycheck in January, and the second installment of \$1,000 shall be paid with the first paycheck in July.

**Section 11: Hazardous Materials Specialist Pay**

A unit employee certified as a Hazardous Materials Specialist shall receive special compensation of one hundred and twenty-five dollars (\$125.00) per month above their base pay. The City shall, as expeditiously as possible, send each unit employee to all training necessary to achieve accreditation as a Hazardous Materials Specialist. Said payment shall not be considered to be part of the employee's base monthly salary when computing incentive pay.

Should employees represented by the Vernon Firemen's Association (VFA) receive across-the board enhancements to the existing Hazardous Materials Specialist Pay between July 1, 2014 and June 30, 2016, a like increase will be provided to employees represented by the VFMA.

**Section 12: Urban Search and Rescue (USAR) Pay**

A unit employee certified as a USAR Specialist shall receive special compensation of one hundred and twenty-five dollars (\$125.00) per month above their base pay. The City shall, as expeditiously as possible, send each unit employee to all training necessary to achieve accreditation as a USAR Specialist.

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

Should employees represented by the Vernon Firemen's Association (VFA) receive across-the board enhancements to the existing USAR Pay between July 1, 2014 and June 30, 2016, a like increase will be provided to employees represented by the VFMA.

**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 Fire 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. 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 173.3. 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

Unit employees assigned to a fifty-six (56) hour work 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

Upon attaining 30 years of service with the City of Vernon  
an Assistant Fire Chief, Battalion Chief, or Fire Marshall .....25% above base pay

**Section 2: Employees Hired After June 30, 1994 and 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 on a rank-for-rank basis by first referring to the list of personnel in the same rank as the vacancy who have signed up for overtime availability for that day. The individual in the same rank with the least overtime worked that calendar year will have the first opportunity to work the overtime vacancy.

If that employee does not elect to work the overtime shift, the person in the same rank as the vacancy with the next least amount of overtime worked that calendar year will have the next opportunity. This process will be followed until the overtime vacancy is filled or the list of personnel within the same rank as the vacancy is exhausted.

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.

#### C. What Overtime Vacancies Will Be Filled

- a. Any vacancy in the Battalion Chief rank that is the result of an employee using vacation leave shall be filled first by a Battalion Chief. If a Battalion Chief is unable to fill the position then an Acting Battalion Chief from the established Acting List will fill the position.

- b. A vacancy that is the result of an employee using sick leave may be filled at the discretion of the Fire Chief.

**Section 2: Compensatory Overtime**

- A. For fire suppression employees having an average work week of 56 hours, compensatory time shall accumulate at the premium rate of one and one-half (1 ½) hours of compensatory time for each one (1) hour of overtime actually worked in excess of the employee's regular scheduled working hours for a 24 day work cycle.
- B. For employees having an average work week of forty (40) hours, compensatory time shall be accumulated at the premium rate of one and one-half (1 ½) hours of compensatory time for each one (1) hour of overtime actually worked during the employee's regular work week up to a maximum accrual of 480 hours.

**Section 3: Compensatory Time Payment upon Termination**

Employees shall be entitled to receive payment for all accumulated compensatory time upon their termination.

**Section 4: Usage of Compensatory Time Earned**

Accumulated compensatory time off may be taken by an employee in the same manner as vacation time as described in Article Eight of this MOU.

**Section 5: Leave Inclusions**

- A. In determining an employee's eligibility for overtime compensation in a work period, paid leaves of absence will be included in the total number of hours worked. Paid leaves of absence include, but are not limited to, the following:
  - 1. Vacation
  - 2. Holiday Leave / In-Lieu Leave
  - 4. Administrative Leave
  - 5. Compensatory Leave
  - 6. Workers' Compensation Leave (4850 time)
  - 7. Jury Duty

8. Bereavement Leave

9. Military Leave

- B. Sick Leave - In determining an employee's eligibility for overtime compensation, sick leave *shall not be included* in calculating the total number of overtime hours worked in a 7-day work week. At the time of MOU ratification, the implementation of this provision was still being analyzed. If the City confirms that calculation based on a 7-day work week is enforceable under the Fair Labor Standards Act, this provision will be implemented after the City provides the VFMA written notice of its confirmation, and a date certain on which this provision will take effect. If this provision is found to be unenforceable, the City and the Association agree to a re-opener to discuss the exclusion of sick leave counting towards overtime within a work week.

#### **Section 6: Training and Recertification Time**

**Training** time that is required is compensable.

**Recertification** time that is directly related to an employee's job will be compensable if completed during assigned work hours or authorized for overtime by the Fire Chief.

#### **Section 7: 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 (4) hours work. Any hours worked in excess of four (4) hours shall be credited on an hour-for-hour basis (at time and one-half compensation) for actual time worked.

When an employee is called back, his/her work time shall be credited commencing upon the time the employer has made direct contact with the employee.

#### **Section 8: 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 utilize or 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 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 the Fire Chief.

## ARTICLE SIX

### UNIFORM ALLOWANCE

#### **Section 1: Uniform Allowance**

On the first pay check in August of each year, each unit employee shall be paid the sum of One Thousand Dollars (\$1000.00) 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.

## ARTICLE SEVEN

### BENEFITS

#### **Section 1: Public Employee Retirement System (“PERS”)**

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

As a result of the recent passage of AB 340 Public Employee Pension Reform Act (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 CalPERS retirement benefit plan.

Unit members identified as CalPERS “*Classic Members*” shall be responsible for paying their CalPERS nine percent (9%) employee’s contribution. Unit members identified as “*New Members*” under the CalPERS definition as a result of PEPRA shall be responsible for paying their applicable CalPERS employee’s contribution.

#### **Section 2: Supplemental PERS Retirement Benefits**

The City agrees to provide additional supplemental retirement benefits to VFMA unit employees under CalPERS 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 in 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: Cafeteria Plan**

The City and Association agree to a section 125 cafeteria plan (non-cashout), effective January 1, 2015. The City will adhere to the cafeteria plan requirements in accordance with IRS Section 125 regulations. In the event an employee does not exceed his/her monthly employer medical allowance, the employee shall be allowed to use any unused monthly allowance toward the purchase of supplemental or ancillary plans offered through the City and approved by the Director of Human Resources.

**Section 4: 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 funding coverage for any fringe benefits listed in this article.

- A. For unit employees enrolled in either the HMO or PPO (non-HSA) medical plans, the City shall pay monthly 100% of the cost of the plan for employees and eligible dependents, not to exceed \$1,100 per month. The cost of any plan selected by the employee that exceeds \$1,100 shall be paid by the employee through a pre-tax deduction.
- B. For unit employees enrolled in the HSA PPO plan, the City shall pay monthly 100% of the cost of the plan for employees and eligible dependents, not to exceed \$850 per month. 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 the employee that exceeds \$850 shall be paid by the employee through a pre-tax payroll deduction
- C. Should employees represented by the Vernon Firemen's Association (VFA) receive across-the board enhancements to the existing medical benefit program between July 1, 2014 and June 30, 2016, a like increase will be provided to employees represented by the VFMA.

**Section 5: Dental**

The City of Vernon offers a dental insurance plan to employees. Employees may apply any unused portion of their monthly medical allowance toward the purchase of dental insurance for themselves 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.

Should employees represented by the Vernon Firemen's Association (VFA) receive across-the board enhancements to the existing dental benefit program between July 1, 2014 and June 30, 2016, a like increase will be provided to employees represented by the VFMA

**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. Employees may purchase dependent coverage through the City by pre-tax payroll deduction and/or applying any unused portion of the City's monthly medical allowance.

Should employees represented by the Vernon Firemen's Association (VFA) receive across-the board enhancements to the existing vision benefit program between July 1, 2014 and June 30, 2016, a like increase will be provided to employees represented by the VFMA

**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: Deferred Compensation**

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

### **Section 9: 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 10: Other City Employee Programs**

VFMA 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 not limited to, the following:

- Buy back 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)
- Flexible Spending Account (FSA)

### **Section 11: Retiree’s 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 Management 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 shall be applied only toward a city provided HMO medical and dental premium plan payment and shall have no cash surrender value. The City will pay the cost of the HMO medical and dental premiums for those retired employees with qualifying years of service and age requirements, and offer the PPO as a “buy-up” option, for which qualifying retired employees shall be responsible for the difference in premium cost.

The City’s contribution toward the Retiree HMO 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.

## ARTICLE EIGHT

### VACATION

#### **Section 1: 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 1 platoon personnel per shift shall be permitted off on vacation leave.

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.

#### **Section 2: Vacation Leave – Administrative Personnel**

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  $\div$  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  $\times$  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*).

## ARTICLE NINE

### HOLIDAYS

#### **Section 1: In Lieu Holidays**

Unit employees shall be credited with three (3) 24-hour holiday “in lieu” shifts (72 hours total) per year. “In lieu” holidays will be credited to each employee on each July 1 in which he/she is on the active payroll of the Department in a classification represented by the VFMA and must be taken prior to the immediately following July 1.

In lieu” holidays may be taken on dates desired by the employee subject to the needs of the Vernon Fire Department.

Any accrued, unused hours shall be paid at the employee’s regular rate of pay, computed in accordance with the applicable Salary Resolution of Vernon, in the pay period inclusive of June 30<sup>th</sup>. An employee who quits or is terminated shall not be entitled to any compensation for “in lieu” holidays not taken unless previously denied.

Should employees represented by the Vernon Firemen’s Association (VFA) receive across-the board enhancements to the existing In-Lieu Holidays between July 1, 2014 and June 30, 2016, a like enhancement will be provided to employees represented by the VFMA.

#### **Section 2: In-Lieu Holiday Time – Administrative Personnel**

At the time an employee is transferred to the administrative work schedule, his or her balance of In-Lieu Time shall be suspended and unavailable for use or cash out.

While an employee is assigned to the administrative work schedule (40-hour work week):

- 1) His or her In-Lieu Holiday Time balance shall remain unavailable for use or cash out until such time as he or she returns to the suppression work schedule (56-hour work week).
- 2) He or she shall not receive In-Lieu Holiday Time
- 3) He or she shall be entitled to the City’s holiday pay for each holiday he or she is regularly scheduled to work as authorized by the City Council.

At the time an employee is returned to the suppression work schedule, his or her suspended In-Lieu Holiday Time shall be reinstated for use or cash out in accordance with the memorandum of understanding.

In accordance with Resolution No. 2012-212, Section 13: In Lieu Holidays, an employee who quits or is terminated shall not be entitled to any compensation for “in lieu” holidays not taken unless previously denied.

If the City Council, during the fiscal year, provides one or more additional holidays to the miscellaneous employees, that shall not affect the number of “in lieu” holidays for the employees represented by the VFMA.

**ARTICLE TEN**  
**SICK LEAVE**

**Section 1: Sick Leave**

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

- A. Platoon personnel accrue sick time at the rate of 5.54 hours per pay period (144 hours annually). Upon reaching the cap, employees 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.
- B. 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, employees 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.
- C. If an employee separates or terminates employment with the City, they shall be compensated for any accrued sick leave hours at the time of separation up to the cap. Employees that separate from service with more than 20 years of service credit will be compensated at 100% of their current pay rate applied to the first 672 sick leave hours (480 hours for 40-hour personnel) and 50% for sick leave hours after that up to the cap. Employees with less than 20 years of service will be compensated at 50% of their then current pay rate. Employees shall have the option of obtaining service credit for their accrued, unused sick leave hours instead of a cash payment pursuant to California Government Code Section 20965.
- D. An employee who is absent on sick leave for more than two (2) consecutive shifts may be required by his or her supervisor to provide a doctor's note in order to be paid for the sick leave.

Should employees represented by the Vernon Firemen's Association (VFA) amend their MOU contract language regarding Sick Leave between July 1, 2014 and June 30, 2016, the City and the VFMA agree to amend the VFMA MOU to incorporate such changes.

## **Section 2: 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  $\div$  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  $\times$  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  $\times$  1.4 = 112 hours of suppression sick time*).

**ARTICLE ELEVEN**  
**LEAVE BENEFITS**

**Section 1: 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.
  
- C. Except as herein provided, employees shall remit to the City any compensation received 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 2: Bereavement Leave**

When an employee is compelled to be absent from duty by reason of death or critical illness (where death appears imminent) of a member of the employee’s immediate family (father, mother, brother, sister, spouse, domestic partner, children, mother-in-law, father-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchildren), such person will be permitted, subject to the Fire Chief’s approval, to a leave of absence with pay of up to forty-eight (48) hours over two shifts, which need not be

consecutive. An employee shall not be granted paid Bereavement Leave for more than 48 hours in any six-month period for the same family member.

Employees will be allowed to utilize their vacation time, any compensatory time, or any “in lieu” holiday time that is due to the employee, in order to lengthen such bereavement time.

The employee shall furnish satisfactory evidence of such death or critical illness to the Fire Chief, if requested.

## **ARTICLE TWELVE**

### **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 by three consecutive days off, each week. Unit employees on such schedule shall be assigned to work Monday through Thursday between the hours of 0600 to 1730 hours, unless an alternate schedule is approved in writing by the Fire Chief and VFMA.

#### **Section 3: Shift Trades**

The practice of shift trading shall be voluntary on behalf of each employee involved in the trade. 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 to work 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 5: 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 THIRTEEN**  
**GRIEVANCE PROCEDURE**

Vernon has adopted a grievance procedure applicable to all Firefighters containing the following principles:

A grievance shall be defined as an allegation by an employee or the Association of 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” as used herein shall be defined for the purposes of the Article as any day in which City Hall of the City of Vernon is open to the public for the general conduct of business.

**Step 1 – Department Head**

The aggrieved employee shall present orally or in writing his grievances to the Fire Chief within ten (10) days of the date the employee(s) knew or reasonably should have known of the incident giving rise to the grievance. 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. Within ten days, the Fire Chief, or the designee of the Fire Chief, shall meet with the Association and employee(s) to hear the grievance. Within five (5) 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 Resources Director and the City Administrator.

**Step Two - City Administrator/Advisory Arbitration**

If the Association or employee(s) is not satisfied with the result of the meeting with the Fire Chief, within five (5) days the grievant may request 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 ten (10) 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 five (5)

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.

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. Upon receipt of the list, the parties shall alternately strike names from the list until a final name is selected as the hearing officer, with the Association striking first. 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 ten (10) 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.

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

Should employees represented by the Vernon Firemen's Association (VFA) amend their MOU contract language regarding Grievance Procedures between July 1, 2014 and June 30, 2016, the City and the VFMA agree to amend the VFMA MOU to incorporate such changes.

## **ARTICLE TEN**

### **DISCIPLINE PROCEDURE**

#### **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 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 without pay for up to five (5) days pending the processing of the notices required in Section B of this article or may be suspended with pay pending the completion of such investigations or hearings as may be required to determine if disciplinary action is to be taken. If the charges and/or allegations are not sustained, the employee suspended without pay shall be entitled to reinstatement with full back pay and benefits. All back pay awards related to suspension, demotions and discharges shall include interest as set by Civil Code §§ 3287 et. seq.

### **C. DISCIPLINARY APPEAL PROCEDURES**

The appeal process shall not be applicable to newly hired 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 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 (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.

Should employees represented by the Vernon Firemen's Association (VFA) amend their MOU contract language regarding Discipline Procedures between July 1, 2014 and June 30, 2016, the City and the VFMA agree to amend the VFMA MOU to incorporate such changes.

**ARTICLE ELEVEN**  
**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:

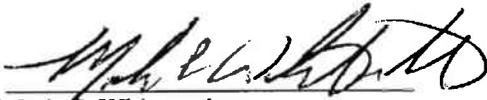
- A. The exclusive right to determine the mission of its constituent departments, commissions, and boards.
- B. Set standards and levels of service.
- C. Determine the procedures and standards of selection for employment and promotions.
- D. Direct employees.
- E. Establish and enforce dress and grooming 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.

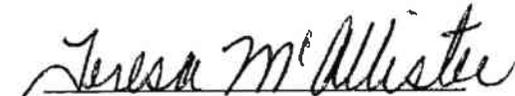
SIGNATURES

CITY OF VERNON

VERNON FIRE MANAGEMENT ASSOCIATION

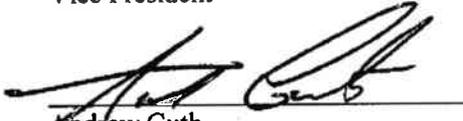
  
Mark C. Whitworth  
City Administrator/"MERR"

  
David Lazar  
President

  
Teresa McAllister  
Director of Human Resources

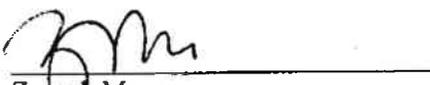
  
David Kimes  
Vice President

  
Kristen Enomoto  
Deputy City Administrator

  
Andrew Guth  
Secretary/Treasurer

  
Alex Kung  
Economic Development Manager

APPROVED AS TO FORM:

  
Zaynah Moussa  
Deputy City Attorney

Dated: 7/15/14, 2014

APPROVED AND ADOPTED BY CITY COUNCIL ON JULY 15, 2014 PER  
RESOLUTION NO. 2014-47

ATTEST:

  
Ana Barcia, Deputy City Clerk

Dated: 8/4/14