



Item Number: 15

City Council / Board of Directors

Written Communications

Meeting of: May 17, 2022

Submitted By:

Keith C. Metzler, City Manager
Sophie Smith, Deputy City Manager

Subject:

Resolution No. 22-047 of the City Council of the City of Victorville Approving a Memorandum of Understanding between the City of Victorville and the Victorville Professional Firefighters

Recommendation:

That your Honorable City Council adopt Resolution No. 22-047 thereby approving a Memorandum of Understanding (MOU) between the City of Victorville and the Victorville Professional Firefighters (VPF) and authorize the City Manager to execute said MOU.

Fiscal Impact:

An additional appropriation in the amount of \$115,000 is requested for the remainder of FY 21-22. The MOU provides for Year 1 salary increases of 23.6% for the Firefighter/Paramedic job classification, 14.5% for the Fire Engineer classification and 12.8% for the Fire Captain classification. The fiscal impact associated with Year 1 of the MOU is approximately \$1,815,108.00. The fiscal impact associated with Years 2-5 of the MOU is an increase of 3% each year for the three represented classifications previously identified.

Background:

On January 16, 2018, the Victorville City Council took action to re-establish a City operated Fire Department and directed staff to begin formation. It also approved various job descriptions and authorized certain positions for the department. On December 18, 2018, the City Council adopted Resolution 18-097 which established the rates of compensation and fringe benefits for the members of the Fire Department.

On March 30, 2019, the City officially transitioned its fire service from the San Bernardino County Fire Protection District to its own City Fire Department. On November 5, 2019, the City Council adopted Ordinance No. 2296, which established the parameters for

Employer-Employee Relations and established related policies and procedures. Ordinance No. 2296 was subsequently codified as Victorville Municipal Code, Chapter 2.40.

On April 14, 2020, the Victorville Professional Firefighters ("VPF") submitted a petition for recognition in accordance with Victorville Municipal Code Section 2.40.050. On April 17, 2020, and in accordance with VMC 2.40.060 and 2.40.070, the City gave written notice of its receipt of the request for recognition, thereby starting the 30-day challenge period required in code. Subsequently, on May 18, 2020, the City formally recognized the VPF as the exclusive employee organization for Fire Captains, Fire Engineers and Firefighter/Paramedics of the department.

Discussion:

Once the union was formally recognized, the City commenced negotiations with the VPF with the intent to enter into its first Memorandum of Understanding. The City's negotiating team met and conferred with the VPF representatives on numerous occasions beginning in September 2020, throughout 2021 and into 2022 to discuss terms and conditions of employment and the structure of the MOU. In February of 2022, the City hired a professional firm to conduct a survey of total compensation for all full-time, represented classifications. The survey was completed in March 2022, and this data was utilized for the compensation considerations that are proposed. At the most recent MOU negotiation meeting of April 28, 2022, the City and the VPF agreed to the tentative terms which are included in the attached MOU.

The basic terms of the proposed MOU are as follows:

- 5-year term starting (upon Council's approval) May 17, 2022, through May 16, 2027
- Salary increases as described in the fiscal impact section of this agenda item
- Deferred Compensation will be added at \$150/monthly for the Firefighter/Paramedic classification; however, the existing deferred compensation structure for all represented classifications will be phased out; and will not apply to recruitments started after July 1, 2022. Those represented employees as of July 1, 2022, will be "grandfathered" into the existing deferred compensation structure.
- Increased contribution to health, dental and vision benefit from \$850 per month to \$900 per month. Additionally, the City will subsidize up to 50% of the total out-of-pocket cost for each employee up to \$500 per month
 - For Years 2-5 of the MOU, there is a parity or "me-too" clause where the bargaining unit will receive an increase to the monthly health contribution in the event all City employees receive such an increase.
- The monthly uniform allowance will increase from \$50 monthly to \$75 monthly

RESOLUTION NO. 22-047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF VICTORVILLE AND THE VICTORVILLE PROFESSIONAL FIREFIGHTERS

WHEREAS, on January 16, 2018, the Victorville City Council voted to approve resumption of a city run fire department and directed staff to begin formation; and

WHEREAS, on March 30, 2019, the City officially transitioned its fire service from the San Bernardino County Fire Protection District to its own Fire Department; and

WHEREAS, on April 14, 2020, the Victorville Professional Firefighters ("VPF") submitted a petition for recognition in accordance with Victorville Municipal Code Section 2.40.050; and

WHEREAS, on May 18, 2020, the City formally recognized the VPF and the City commenced negotiations with VPF with the hopes of entering into a Memorandum of Understanding ("MOU"); and

WHEREAS, California Government Code Section 3500, et seq., (the Meyers-Milias-Brown Act) requires that public employers meet and confer regarding wages, hours, and other terms and conditions of employment; and

WHEREAS, the City negotiating team met and conferred with the VPF representatives on numerous occasions to discuss terms and conditions of employment and the structure of a MOU; and

WHEREAS, the City recently conducted a survey of total compensation for all full-time represented classifications, which served as the data upon which compensation considerations were made, comparing salary and other data with twelve other comparable public agencies providing fire services to the public; and

WHEREAS, the City and the VPF have agreed to the terms which are included in the attached MOU attached hereto as "Exhibit A".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF VICTORVILLE DOES HEREBY RESOLVE AS FOLLOWS:

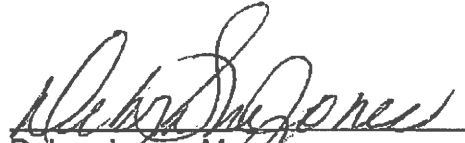
SECTION 1. Exhibit A is approved and adopted by the City Council of the City of Victorville.

SECTION 2. The City Clerk of the City of Victorville shall certify to the passage and adoption of this Resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.


PASSED, APPROVED AND ADOPTED ON THIS ___ DAY OF ___ 2022.

Resolution No. 22-047

PASSED, APPROVED, AND ADOPTED this 17th day of MAY 2022.


Debra Jones, Mayor

Attest:


City Clerk

Approved as to form:


City Attorney

I, JENNIFER THOMPSON, City Clerk of the City of Victorville and ex-officio Clerk to the City Council of said City, do hereby certify that the foregoing is a true and correct copy of Resolution No. 22-047 which was adopted at a regular meeting held on the 17th day of May 2022, by the following roll call vote, to wit:

AYES: Mayor Jones, Councilmember Becerra, Councilmember Gomez, and Councilmember Irving

NOES: None

ABSENT: None

ABSTAIN: None

MEMORANDUM OF UNDERSTANDING

Between

The City of Victorville

And

The Victorville Professional Firefighters

May 17, 2022, through May 16, 2027

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ARTICLE 1 FULL UNDERSTANDING, MODIFICATION, AND WAIVER

The City and the Union mutually agree that the terms and conditions set forth in the Articles and provisions of this Agreement represent the full and complete understanding and commitment between the parties on the topics expressly addressed below which may not be altered, changed, added to, deleted from, or modified unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.

The Union and City agree that each has had a full and unrestricted right and opportunity to make, advance, and discuss all matters related to the subjects expressly addressed below and agree during the term of this agreement neither the City nor the Union will be required to meet and negotiate regarding these expressed terms.

ARTICLE 2 MANAGEMENT RIGHTS

The City shall have exclusive rights to determine the mission of its constituent departments, commissions, boards; set standards of service; determine the procedures and standards of selection for employment and promotions; direct its employees; establish and enforce dress and grooming standards; determine the methods and means to relieve its employees from duty because of lack of work, budgetary shortfalls, or other legitimate reasons including, but not limited to, furloughs and reductions in force; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content and intent of job classifications; determine methods of financing; determine style and/or types of City-issued wearing apparel, equipment or technology to be used; determine and/or change the facilities, methods, technology, means organizational structure and size composition of the work force and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all of City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City; the right to contract for or subcontract any work or operations of the City's affiliated or subsidiary agencies; the right to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules, assignments and assignment locations upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause; establish reasonable employee performance standards including, but not limited to, quality, and quantity standards; and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The City Council on its own behalf and on behalf of the City, hereby retain and reserves unto itself all rights, power, authority, duty, responsibility, and obligations confirmed on and vested in it by the laws and Constitution of the State of California and the United States of America.

ARTICLE 3 UNION RIGHTS

The City agrees to follow the rights of employees as enumerated in the Fire Fighter Bill of Rights and will adhere to the provisions of the Myers-Milias Brown Act that states in part, "the matter in question is negotiable if it primarily relates to and has a significant or material relationship to wages, hours, terms and conditions of employment, and is not itself a fundamental management right related to the merits, necessity, or organization of any service or activity provided by law or executive order."

The City shall allow employee representatives of Union to formally meet with representatives of the City on matters within the scope of representation while on-duty subject to such employees remaining available for service calls during such meeting(s).

The Union shall have access to interoffice mail, existing bulletin boards, e-mail, and computers in the department employee work areas, for the purpose of posting, transmitting, or distributing notices or announcements that pertain to Union official business. Such permission is given with the understanding that no political inflammatory or derogative information will be distributed. All usage shall be subject to City Computer and E-mail Usage Policies. Station classrooms may be utilized to conduct association meetings so long as such meetings do not interfere with day-to-day operations.

ARTICLE 4 WAGES

4.1 Wages

For unit employees actively employed as of the date of City Council approval, effective the first full pay period following the effective date of this MOU, the City agrees to monthly base salary increases for all classifications represented by the Union as follows, resulting in the following salary ranges:

Firefighter/Paramedic: 23.6%

Engineer: 14.5%

Captain: 12.8%

	Step 1	Step 2	Step 3	Step 4	Step 5
A. Fire Captain	8,278	8,750	9,221	9,692	10,163
B. Fire Engineer (FE)	7,096	7,499	7,903	8,307	8,711
C. Firefighter/Paramedic (FFPM)	6,850	7,240	7,630	8,021	8,411

Beginning with the first full pay period in July of years 2023, 2024, 2025 and 2026, base salaries at all steps for the above 3 classifications shall increase by 3%.

4.2 Work Schedules and Overtime

All employees will work a 48/96 schedule with FLSA overtime based on actual hours worked over 106 hours in a 14-day work cycle. The FLSA's 14-day period begins on the first Saturday of each FLSA period at 12:00 a.m. and ends on the last Friday of each FLSA period at 11:59 p.m. Only

hours actually worked will be counted when calculating overtime pay. Holidays, vacation, sick leave and other approved paid or unpaid leave shall not be considered as time worked for the purpose of computing the total number of hours worked in the work period. Overtime will be calculated pursuant to federal law. All overtime must be authorized in advance by the Fire Chief or his/her designee.

4.3 Acting Pay

Acting pay shall be earned when personnel are temporarily assigned to act in a higher job classification by the Fire Chief or his/her designee. Employees shall be compensated by earning 5% over their base hourly rate. Personnel fulfilling an acting position can only do so for a period of six (6) months per fiscal year.

In order to qualify for acting pay, employees must:

- a. Meet the minimum qualifications for the higher classification; and
- b. Be assigned with the approval of the Fire Chief, or his/her designee.

Time spent in acting assignments may be considered during promotional recruitment for experience requirements.

4.4 Fair Labor Standards Act (FLSA)

The City shall comply with the Fair Labor Standards Act. All unit members are hourly, non-exempt employees. All wages are paid on an "actual hours worked" basis, both as to straight time and overtime (if any), in each pay period. This status/pay arrangement is declarative of existing status.

ARTICLE 5 VACATION

All full-time employees shall earn annual vacation credits accrued bi-weekly in the beginning of the years listed below and are authorized to accumulate vacation leave in the following amounts per pay period (26 per year):

- 0 to 5 years of City service: 4.31 hours
- 6 to 10 years of City service: 6.47 hours
- 11 to 15 years of City service: 8.61 hours
- 16 or more years of City service: 10.77 hours

Maximum vacation accrual hours shall be:

- 0 to 5 years of City service: 224 hours
- 6 to 10 years of City service: 336 hours
- 11 to 15 years of City service: 448 hours
- 16 or more years of City service: 560 hours

Full-time employees are eligible to use vacation time as it accrues, and accruals will be earned every pay period. Vacation shall be scheduled in accordance with the department policy and operations manual, and in accordance with the City's Rules and Regulations.

ARTICLE 6 PUBLIC EMPLOYEES' RETIREMENT SYSTEM

6.1 Retirement Terminology

Retirement benefits shall be provided to eligible employees in accordance with the applicable existing, contract(s) between the City and the California Public Employees Retirement System (CalPERS). The use of terms "Classic Member" and "New Member" shall be as defined by CalPERS and the Public Employee Pension Reform Act of 2013 (PEPRA). For ease of reference, a summary of these definitions is provided below, however, the definitions set forth in the CalPERS statutes and regulations, as applied by CalPERS, shall control.

"Classic Members" are those members who entered into membership with a qualifying public retirement system on or before December 31, 2012, and who do not meet the definition of "New Member" in Government Code section 7522.04(f).

A "New Member" is defined in Government Code section 7522.04(f) as any of the following:

- a. An individual who becomes a member of a qualifying public retirement system for the first time on or after January 1, 2013, and has no prior membership in any other qualifying public retirement system; or
- b. An individual who becomes a member of a qualifying public retirement system for the first time on or after January 1, 2013, and is not eligible for reciprocity with another qualifying public retirement system; or
- c. An individual who established prior membership in a qualifying public retirement system and after a break in service of more than six months, returns to active membership in that system with a new employer.

6.2 Member Retirement Formulas

- a. "Classic Member" public safety category employees shall be provided the 2% at 50 CalPERS formula.
- b. "New Member" public safety category employees shall be provided the 2.7% at 57 CalPERS formula.

6.3 Employee Contribution

- a. "Classic Member" public safety employees shall pay 9% of salary as an employee contribution towards the employee statutory share of CalPERS retirement.
- b. "New Member" public safety employees shall pay the employee contribution required by CalPERS, currently calculated at fifty percent (50%) of the total normal costs as determined annually by CalPERS.

- c. All applicable contributions identified above shall be made through payroll deduction on a pre-tax basis as permitted by law.

6.4 Employer Contribution

The City agrees to continue to pay the employer contribution for the City's CalPERS retirement benefit.

6.5 Deferred Compensation

Employer contributions will not be offered in any new recruitments effective July 1, 2022. Employees receiving employer contributions toward deferred compensation prior to July 1, 2022, will be grandfathered in and will continue to receive the employer contribution offered for the following classifications: Fire Captain - \$600 per month, Fire Engineer - \$250 per month, Firefighter/Paramedic - \$150 per month. The Firefighter/Paramedic employer contributions will commence on the pay period following the execution of this MOU.

ARTICLE 7 HEALTH, DENTAL, VISION AND LIFE INSURANCE

7.1 Health Plan Contributions

The amount of \$900 per month is provided by the City for health, dental, and vision coverage for full-time employees. Married couples who are both full-time employees with the City may utilize the full contribution of \$900 each for family medical, dental and vision. If eligible family members are enrolled, they must be enrolled in the same coverage as elected by the employee.

Additionally, full-time employees who enroll in medical, dental and vision plans and are paying out-of-pocket, the City will subsidize 50% of the total out-of-pocket cost up to \$500 per month.

In the event that all employees of the City receive an increase of the amount the City provides full-time employees to purchase medical insurance (health, dental and vision), during the term of this MOU, this bargaining unit will receive the same increase.

7.2 Employee Contributions

Employee contributions are on a pre-tax basis.

7.3 Cash-in-Lieu

All employees must enroll in an available City health program unless they opt out. An employee may receive cash in lieu for opting out of the City's health program if he/she provides the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or

within 30 days after the start of the plan year. The opt-out payment cannot be made, and the City will not in fact make payment if the employer knows or has reason to know that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

The maximum cash back benefit for employees waiving medical benefits is \$400 per month. Employees may purchase dental and vision coverage with this amount. Any remaining balance may be deposited into a flexible spending account or included as taxable income on their paychecks. Flexible spending accounts are provided for pre-tax deposits to cover expenses for health care and/or dependent day care.

7.4 Administration

The City is responsible for the monthly administrative fee associated with the health care and dependent day care plans.

7.5 Life Insurance

The City will pay for group term life insurance and accidental death and dismemberment insurance at the rate of .162 per thousand dollars of base salary, rounded to the nearest \$1,000. The benefit is one times annual salary, to a maximum of \$250,000.

7.6 Employee Assistance Program

A confidential counseling program shall be provided to City employees and eligible dependents.

7.7 Retirement Health Benefits

The City shall be responsible for retirees' (beginning with eight years of service) medical insurance premium as follows:

Years of Service	25 +	20-24	15-19	8-14
City Paid	100%	75%	50%	25%

Retirees must have been previously enrolled in medical coverage, for twelve consecutive months in the City's medical insurance plan at time of retirement to be eligible to receive the medical reimbursement based on the above table.

For early retirees under age 65 - Payment is based on the single-party rate of the medical options available through the City's insurance plan, not to exceed \$900 per month.

For retirees age 65 and over — Payment is based on available Medicare Supplemental options single-party rate, available through the City's insurance plan, not to exceed \$900 per month. Retirees age 65 and over must be enrolled with Medicare Part A (Hospital) and Part B (Medical) in order to be eligible for a retiree medical plan offered through the City.

Retirees may continue dental and vision insurance coverage at their own expense.

7.8 One-Time Retirement Pay-Off Option

Retirees that have been previously enrolled in medical coverage, for twelve consecutive months, in the City's medical insurance plan at time of retirement are eligible to receive the one time pay-off option.

An employee may opt for a one time pay-off, at the time of retirement, in lieu of monthly medical retirement benefits. This shall be paid on a pro-rated basis, contingent upon years of service as described in the chart below:

Years of Service	25 +	20-24	15-19	8-14
City Paid	100%	75%	50%	25%
Pay-off Amount	\$17,091	\$13,672	\$10,253	\$6,838

These amounts may change annually, based on the CPI applied to the City employees' wages.

7.9 Medicare

Employees hired after April 1, 1986, shall contribute 1.45% of their base salary as a matching share of contribution to provide Medicare coverage, available upon retirement, based on Social Security Administration guidelines.

7.10 Wellness Program

The City and VPF shall work together in good faith to develop a wellness program for the benefit of fire personnel for implementation in the 22-23 Fiscal Year. The health and wellness program shall consist of annual medical exams by a physician (in accordance with NPFA 1582 recommendations), blood work, cancer screening, full-body scans and on-going individualized health and physical fitness recommendations to staff. The health and wellness program shall be voluntary and non-punitive.

ARTICLE 8 CERTIFICATIONS

The City shall pay the costs associated with obtaining and maintaining special certificates that are required by the State of California, the City, or any governmental agency to obtain and maintain as a condition of employment.

The California State Driver Operator 1A and 1B course will be fully sponsored by the City. Classes must be scheduled with and approved by the Fire Chief and within 60 miles driving distance of the City. No overnight travel or lodging is permitted without prior approval by the Fire Chief.

ARTICLE 9 HOLIDAYS

9.1 Holidays

The City shall provide the following holidays:

Day	Holiday
	Independence Day
	Labor Day
	Veterans Day
	Thanksgiving Day
	Day after Thanksgiving Day
	Christmas Eve
	Christmas
	New Year's Eve
	New Year's Day
	Martin Luther King, Jr. Day
	President's Day
	Memorial Day
	Juneteenth National Independence Day

Actual holiday dates may vary each year. Employees will be paid twelve and one-half (12.5) hours of regular pay for each of the above holidays on the pay period in which the holiday occurs. Additionally, the three (3) permanent COLA reduction days recognized for non-represented employees shall be treated as paid holidays for the represented group.

9.2 Floating Holiday

In addition to the holidays listed in 9.1 above, full-time employees shall be entitled to one (1) floating holiday per fiscal year. Floating Holidays may not be taken until after six months of service. Employees shall be paid twelve and one-half (12.5) hours of regular pay for a floating holiday taken. The floating holiday will be paid during the pay period of the employee's choice. Employee shall obtain approval from the Fire Chief or designee prior to using a floating holiday.

ARTICLE 10 DISABILITY INSURANCE

10.1 Short-Term Disability (STD) Insurance

Full-time employees shall contribute .61% per \$100 of monthly salary toward the City provided short-term disability (STD) insurance. Employee premiums are post-tax; therefore, benefits will not be taxed upon receipt of payment. Employees may be eligible to receive disability payments after 7 days of missed work, and benefits shall continue for 13 weeks for a qualifying illness or injury. STD pays 60% of employees' weekly base pay, with a minimum of \$50 per week, up to a maximum of \$1,600 per week. (See, City of Victorville Personnel Rules, Rule X, Section 12.) (Also see, Family and Medical Leave Act Policy No. B-25).

10.2 Long-Term Disability (LTD) Insurance

The City will provide full-time employees with employer paid long-term disability (LTD) insurance after 90 days of disability. The City's premium is \$.70 per \$100 of monthly salary and covers 66.67% of employees' monthly salary. Minimum of \$50 per month to a maximum of \$5,000 per month.

ARTICLE 11 UNIFORM ALLOWANCE

Each Fire Captain, Fire Engineer and Firefighter/Paramedic shall receive \$75.00 per month as a uniform allowance. The uniform allowance is provided so members may maintain, repair, or replace uniforms as needed due to normal wear and tear. Should a member's uniform or boots be damaged as a result of performing their job duties, the City will replace the damaged uniform and/or boots. Initial Department Issued Uniforms shall be provided pursuant to the Department's Wearing of the Uniform policy, as may be amended from time to time.

The uniform allowance is not pensionable for CalPERS new members, as defined by CalPERS.

ARTICLE 12 TUITION REIMBURSEMENT

Available to full-time regular employees, after one year of full-time service. All courses taken for reimbursement must be approved by the City Manager, Fire Chief, and the Human Resources Officer prior to the beginning of the course. Courses eligible for reimbursement must be job related and toward a related degree. Tuition reimbursement will include any associated costs including books, permits and other required fees (excluding shipping costs) up to a maximum of \$3,000 per fiscal year. The Tuition Reimbursement program may be suspended if allocated funds are exhausted and/or if the City Council chooses not to allocate the funds necessary to continue the program in any particular fiscal year due to budget constraints. (See Tuition Reimbursement Administrative Policy No: B-31)

ARTICLE 13 SHIFT EXCHANGE (Time Trade)

Employees may be allowed to exchange shifts, or trade time, when done so pursuant to the Department's Staffing Policy and Procedures, as may be amended from time to time.

ARTICLE 14 SHIFT BIDDING & STAFFING

Purpose: To establish and conduct a station bid for the members of the Victorville Fire Department.

14.1 Bid Process:

Shift bid will be conducted as a joint effort between the management team and the labor group. Bid will be conducted annually with station movement to coincide with an FLSA cycle; however, for those employees assigned to the ladder truck, shift bidding will be conducted every two years.

Outcome:

After bid is complete the results will be sent to the Fire Chief or his/her designee for approval prior to any movement taking place. The Fire Chief or his/her designee can adjust the bid as needed, as he/she sees fit and ultimately making sure that staffing is in line with the mission of the department.

14.2 Staffing:

The number of units to be staffed and personnel requirements for each unit shall be as determined by the City. The following shall be non-mandatory goals for minimum staffing for all front-line apparatus by type. The distribution and station assignment of apparatus, and the manning of said equipment, shall be as determined by the Fire Chief.

ENGINE COMPANIES	3 personnel
TRUCK COMPANIES	3 personnel
MEDIC SQUADS	2 personnel

14.3 Transfers

After the Shift Bid is complete, employees wishing to transfer to a different fire station and/or shift after being assigned may do so provided they: (1) Find an employee of equal rank at another fire station or on another shift who agrees to the transfer, (2) the transfer opportunity is first offered to all members in the same rank, and offered according to the seniority established in the bid process, and (3) obtain concurrence from the Fire Chief or his/her designee.

14.4 Management Discretion

Although City will endeavor to assign all employees to fire stations and shifts as requested by an employee during the bidding process described above, assignment of an employee to any particular fire station or shift is at the discretion of the Fire Chief. Employees may be assigned to any fire station or shift at any time to meet Department needs.

ARTICLE 15 ADDITIONAL COMPENSATION

15.1 Hazardous Materials (Hazmat) Specialist

Personnel with California State Fire Training Hazmat 1A-1G certification will be entitled to \$100 per month of additional pay for maintaining that specialty.

15.2 Haz-Mat Specialist Qualifications and Designated Haz-Mat Team Member

Personnel who are routinely and consistently exposed to toxic, radioactive, explosive, or other hazardous substances or perform hazardous activities to implement health or safety procedures and possess a California State Fire Training Haz-Mat 1A-1G certification and are assigned to the Department's Haz-Mat Response Team will be entitled to an additional \$375 per month while maintaining placement on the Team and specialty.

15.3 Urban Search and Rescue (USAR) Specialist Qualifications

Personnel with California State Fire Training Low-Angle Rescue, Rescue 1 and 2, Confined Space Rescue, and Water Rescue qualifications will be entitled to \$100 per month additional pay for maintaining that specialty.

15.4 USAR Specialist Qualifications and Designated USAR Team Member

Personnel who are routinely and consistently involved in search and rescue involving extrication and initial medical stabilization of individuals trapped in confined spaces, including transportation accidents, mines and collapsed trenches will be entitled to an additional \$375 per month while maintaining placement on the Team and specialty. Personnel who maintain multi-hazard disciplines such as earthquakes, hurricanes, storms, floods, terrorist activities and hazardous materials will also be entitled to the additional compensation as will personnel with California State Fire Training Low-Angle Rescue, Rescue 1 and 2, Confined Space Rescue, and Water Rescue, and assigned to the Department's USAR Response Team.

15.5 Paramedic Pay

Fire Captains and Engineers who maintain a Paramedic License and are available to function as Paramedics in case of need, will be entitled to an additional \$200 per month while license and ability are maintained.

15.6 Fire Instructor I Certification

Fire Captains with California State Fire Training Fire Instructor 1 and task book completion will be entitled to \$100 per month of additional pay for maintaining that specialty and being available as a lead instructor.

15.7 Company Officer Pay

Engineers with California State Fire Training Company Officer 2A-E course completion and task book completion will be entitled to \$100 per month of additional pay for maintaining that specialty and being available to work out-of-class as a Fire Captain based on Department need.

15.8 Chief Fire Officer Pay

Fire Captains with California State Fire Training Chief Fire Officer 3A-D course completion and task book completion will be entitled to \$200 per month of additional pay for maintaining that specialty and being available to work out-of-class as Battalion Chief based on Department need.

15.9 Fire Apparatus Driver/Operator Pay

Firefighter/Paramedics with California State Fire Training Fire Apparatus Driver/Operator 1A-B, and the appropriate California Driver's License endorsement and department task book completion will be entitled to \$100 per month of additional pay for maintaining that specialty and being available to operate apparatus based on Department need. Existing personnel will have one year from this MOU's effective date to complete the task book to continue to receive the additional compensation.

15.10 Paramedic Preceptor Pay

All personnel with a current California Paramedic license who routinely and consistently are assigned to supervise paramedic students will be entitled to \$100 per month of additional pay during the time they are assigned a student.

15.11 Bilingual Pay

All employees who are proficient in speaking a qualified foreign language shall receive \$50.00 per month of additional pay as a bilingual pay incentive. To be eligible, personnel must pass the City's written and oral exam. Currently the qualified foreign language is Spanish.

ARTICLE 16 SICK LEAVE

Safety Shift Personnel (56-hour per week) accrued at the rate of 4.69 hours per pay period for all probationary and full-time employees, for a total of 122 hours per year.

Upon completion of five (5) years of continuous service, sick leave payout upon termination is calculated according to the following formula, pursuant to Resolution 09-103:

Sick Leave Accrued as of Date of Termination	Cash Payment of hours of Accrued Sick Leave
240 hours or less	35%
241 to 320 hours	40%
321 to 400 hours	45%
401 to 480 hours	50%
481 to 560 hours	55%
561 to 640 hours	60%
641 to 720 hours	65%
721 to 800 hours	70%
801 to 880 hours	75%
881 to 960 hours	80%
961 to 1,040 hours	85%
1,041 to 1,120 hours	90%
1,121 to 1,200 hours	95%
1,201 hours and above	100%

ARTICLE 17 REVIEW OF PERFORMANCE EVALUATION

In general, performance related issues, which have been previously documented in a performance evaluation, but which have not been repeated in subsequent evaluation periods should not be included in later performance evaluation reports. However, review of overall performance during the entire probationary period may include such items in making a final recommendation to pass or fail an employee on probationary status. In no event, shall any matter of performance evaluation, including reference to this section, be subject to appeal through the grievance procedure. However, employees may request that the Human Resources Officer review a performance evaluation that contains reference to performance related issues which the employee believes are inconsistent with this section.

ARTICLE 18 GRIEVANCE PROCEDURE

18.1 Matters Subject to the Grievance Procedure

An alleged violation, misinterpretation or misapplication of the City's Personnel Rules and Regulations, or this MOU, is to be addressed through the grievance procedure. Disciplinary

actions, layoffs, the content of performance evaluations, rejection from probation and merit increases are not subject to the grievance procedure.

18.2 Grievance Procedure

a. A grievance must be presented in writing to the Fire Chief, with an additional copy given to the City's Human Resources Officer. The written grievance shall include a citation to the section of the Personnel Rules and Regulations or MOU that is alleged to have been violated, the date(s) and time(s) of the violation and the remedy sought by the employee. The Fire Chief or his/her designee will begin whatever investigation and/or fact finding process the Fire Chief deems necessary to allow fair consideration of the grievance immediately upon receipt of the grievance. This may include a meeting with a concerned party or parties. The Fire Chief or his/her designee shall provide a written reply to the employee within ten (10) working days after completion of the investigation and/or fact finding. A copy of the reply shall be forwarded to the Human Resources Officer.

b. If the employee is not satisfied with the decision of the Fire Chief or his/her designee, he/she may file a written appeal to the City Manager within ten (10) working days after having received the reply of the Fire Chief or his/her designee. The grievance is terminated at that time if the written appeal is not submitted within the timeframe specified. The City Manager will conduct whatever investigation he or she deems necessary, which may include a meeting with the concerned party or parties. The City Manager shall issue a written decision within ten (10) working days after submission of the grievance or completion of any investigation, whichever occurs later. The City Manager may affirm, modify, reverse, or otherwise resolve the grievance. The City Manager's decision shall be final and binding on all parties.

18.3 General Provisions

- a. All written materials pertaining to grievances will be filed separately from personnel files.
- b. Grievances may be initiated only by the concerned employee.
- c. The time limits specified at any step in this procedure may be extended by mutual written agreement of all parties.
- d. Reasonable time off without loss of pay shall be given to an employee who has filed a grievance and to his/her representative in order to participate in meetings with management that are part of the grievance procedures.
- e. No retribution or prejudice shall be suffered by employees making use of this procedure.

ARTICLE 19 Discipline

19.1 Improper Employee Conduct

The term "improper conduct" means not only an improper action by an employee in the employee's official capacity, but also actions incompatible with or offensive to the image or the goals of the City, or which affect the employee's ability to perform his/her duties officially, or any

improper use of the position as an employee for personal advantage. Improper conduct may be cause for disciplinary action, up to and including termination. The level of the disciplinary penalty shall be commensurate with the offense; however, the prior employment history of the employee may also be considered pertinent.

19.2 Causes for Disciplinary Action

In addition to the above statements, improper conduct includes, but is not limited to, the following:

- a. Fraud in securing appointment.
- b. Incompetence, inefficiency, or neglect of duty.
- c. Insubordination, willful disobedience.
- d. Dishonesty, fraud, or moral turpitude.
- e. Violation of the City Council approved alcohol and drug policies.
- f. Unauthorized leave of absence or excessive tardiness.
- g. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea of guilty or no lo contendere is deemed to be a conviction for purposes of this section.
- h. Discourteous treatment of or failure to maintain satisfactory and harmonious working relationships with the public or other officers or employees of the City.
- i. Abuse of sick leave or any other paid or unpaid leave.
- j. Unauthorized use or misuse, abuse, or misappropriation, theft, or embezzlement of City property and/or funds.
- k. Failure to maintain minimum qualifications for a position, including required licenses or certificates.
- l. Violation of any of the provisions of these Rules and Regulations, official City policies, or Departmental Rules and Regulations.
- m. Actions incompatible with or offensive to the image or the goals of the City.
- n. Failure to meet the standards or performance of the employee's position (e.g., neglect of duty, recurring errors and mistakes, inefficiency, incompetence, carelessness, or negligence in the performance of duties).
- o. Unauthorized absence from work without leave.

- p. Possession or use of dangerous weapons, including but not limited to firearms or knives, on City property or while on duty.
- q. Using an official position or office for personal gain or advantage. This includes on and off duty.
- r. Disclosing confidential City information.
- s. Reprisal or retaliation because of an employee's filing of a grievance or other lawful action.
- t. Falsifying or otherwise tampering with urine, blood breath, or other such sample taken to determine the level of drugs or alcohol in the blood.
- u. Operating City equipment or vehicles unsafely or carelessly.
- v. Playing tricks or jokes, or engaging in horseplay on the job which may lead to physical injury to employees or others, or damage to equipment or property
- w. Exhibiting bullying behavior.
- x. Political activity prohibited by state or federal law.
- y. Failure to follow safe working practices.
- z. Failure to report an injury or accident promptly.
- aa. Failure to report significant unsafe working practices or conditions to supervisor.
- bb. Harassment or discrimination in any form.

19.3 Types of Disciplinary Action

Types of disciplinary action which may be taken, in order of descending severity, are; dismissal, disciplinary demotion, reduction in pay, disciplinary suspension without pay, written reprimand, verbal reprimand. Any appropriate combination of these disciplinary actions can also be taken. The aforementioned types of disciplinary action are defined as follows:

a. Discharge

The involuntary separation of an employee from employment with the City service.

b. Disciplinary Demotion

A permanent change in classification of an employee to a position of lower responsibility and pay for unsatisfactory performance or disciplinary reasons.

c. Reduction in Pay

A temporary reduction of an employee's salary to a lower salary step for a maximum period of time not to exceed one (1) calendar year.

d. Disciplinary Suspension Without Pay

A temporary suspension of an employee from City service, without compensation, not to exceed thirty (30) calendar days.

e. Written Reprimand

Notification in writing to the employee that there is a cause for dissatisfaction with the employee's services and that further disciplinary measures may be taken if the cause is not corrected. The employee shall sign the written reprimand as acknowledgement of his/her receipt.

f. Verbal Reprimand

An unwritten warning given to an employee in order to provide verbal notice of the employee's unsatisfactory behavior.

19.4 Persons By Whom Disciplinary Action May be Taken

The Fire Chief may take disciplinary action for one or more of the causes for discipline specified above. The City Manager or his/her designee may also place an employee on paid Administrative Leave or suspend an employee from his or her position with pay at any time for reasons pending investigation and/or disciplinary action.

19.5 Formal Disciplinary Procedures

Verbal reprimands shall not be defined as "major" and may be imposed immediately. No appeal rights shall exist for verbal reprimands.

Major disciplinary actions shall include the following: a written reprimand, a suspension, a reduction of pay, demotion and discharge. Imposition and appeals of major disciplinary actions shall follow the process as outlined below except as to written reprimands as the employee being so disciplined shall not be entitled to a "Pre-Disciplinary (Skelly) Meeting" as described below prior to the written reprimand being implemented.

a. Written Notice of Proposed Major Disciplinary Action

Before major discipline is imposed, except for a written reprimand, written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include a statement of the proposed action, the charge(s) on which the proposed action is based, a summary of the facts supporting the charges, and notification that the employee is entitled to respond to the charges. Attached to the notice will be copies of any written documents relied upon for the proposed disciplinary action. The City has the option of making such documents available for review by the employee, rather than attaching them to the notice. Delivery in person or the depositing of a postage paid, return/receipt, first class letter in the United States mail addressed to the employee's last known place of residence, shall be notice.

b. Pre-Disciplinary (Skelly) Meeting

Prior to implementation of the proposed major disciplinary action, except for written reprimands, the employee shall have a right to file a written response to the above charges and/or make an oral response to the Fire Chief within the time described in the written notice of proposed disciplinary action. The employee is entitled to representation during this meeting. Either party may record the meeting.

c. Notice of Decision

Following receipt and consideration of the written response and/or facts stated at the pre-disciplinary meeting, or following no response by the required date, the Fire Chief shall prepare a notice of the disciplinary action to be taken and the effective date. The notice shall be delivered to the employee and a copy filed with the Personnel Officer before the effective date.

d. Right of Appeal

For major disciplinary actions, the employee shall have the right to appeal the decision of the Fire Chief to the City Manager. The appeal shall be presented to the City Manager within ten (10) working days following the employee's receipt of the written notice of discipline action described in paragraph "c" above. All disciplinary appeals shall be in writing and signed by the employee. Failure to appeal by the employee or his/her representative within ten (10) working days will make the disciplinary action final and conclusive.

The City Manager may hear the appeal personally or refer the appeal to a Hearing Officer for hearing and advisory recommendation. If the matter is referred to a Hearing Officer, only issues relating to whether the events that form the basis of the disciplinary action took place will be at issue. The Hearing Officer will not consider whether the appropriate discipline has been imposed. At the hearing either before the City Manager or the Hearing Officer, the employee and the City shall have the right to present documentary evidence and oral testimony under oath and to cross-examine witnesses. A written record of the hearing shall be prepared. The costs of the Hearing Officer shall be borne by the City. The City and the employee shall each bear their own expenses in presenting the appeal. If the employee wishes to obtain a copy of the hearing transcript, he/she must share the costs of the preparation of the transcript.

If the appeal is heard by the City Manager, after due consideration, the City Manager shall give his/her written final decision to the employee within a reasonable period after the hearing. The final decision will be accompanied by a proof of service to the employee's last address. If a Hearing Officer hears the matter, he/she shall provide the City Manager, with an advisory recommendation. The advisory recommendation shall set forth which charges, if any, the Hearing Officer believes are sustained and the reasons therefore. After receiving the recommendation of the Hearing Officer, the City Manager may sustain or reject any or all of the charges filed against the employee. The City Manager may also sustain, reject, or modify the disciplinary action invoked against the employee.

19.6 Effect of Certain Disciplinary Action

a. Suspension

An employee suspended from City service shall forfeit all rights, privileges, and salary for the term of the suspension, except his/her health plan, pension, long-term disability, and life insurance.

Suspension without pay shall not exceed thirty (30) calendar days, nor shall any employee be penalized by suspension for disciplinary reasons for more than thirty (30) calendar days in any fiscal year.

b. Discharge

An employee who has been discharged from the City service shall be paid salary accumulated to the effective date of termination and for all accrued vacation leave at the employee's final rate of pay.

c. Demotion

An employee may be reduced from a position in one class to a position in a lower class having lesser duties and responsibilities and a lower maximum rate of pay for disciplinary purposes.

d. Written Reprimand

A written reprimand shall be in the form of a written notice to the employee and a copy shall be placed in the employee's personnel file. The employee shall sign an acknowledgement that he/she has received a copy of the written notice.

The employee shall have the right to submit a written response to the written reprimand for inclusion in his/her personnel file. Any such written response shall be provided to the Fire Chief within thirty (30) days after service of the written reprimand or the exhaustion of all administrative appeals.

ARTICLE 20 UNION INFORMATION SHEET

The Union may supply at its own expense, an informational sheet to be included in new employee orientation packets.

ARTICLE 21 AMERICAN DISABILITIES ACT COMPLIANCE

21.1 Accommodation

The parties acknowledge the City's obligations pursuant to the ADA to provide reasonable accommodation to qualified individuals with disabilities. State and Federal Law will take precedence over the provisions this MOU and the City's Personnel Rules when determining whether a particular accommodation is reasonable and may be provided to a particular employee represented by the Union.

21.2 Protection

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

ARTICLE 22 NOTICE

The City shall notify the Union prior to the implementation of any management right or management decision that materially impacts or affects matters within the scope of representation for bargaining unit employees. The City may take action only after satisfying its meet and confer obligations under the Meyers-Milias-Brown Act with respect to such matters.

During the term of this Agreement, the City shall notify the Union of any proposed additions, deletions, or modifications to work rules. The City shall provide the Union with copies of such proposals at least thirty (30) days prior to implementation. Within fifteen (15) days following the Union's receipt of the proposed additions, deletions or modifications, the Union shall have the right to bargain with the City over identifiable impacts of the proposals on matters within the scope of representation.

Employees shall be provided with electronic copies of all new or modified operational policies, procedures, and work rules at least seven (7) days prior to implementation.

ARTICLE 23 CITY RULES, POLICIES AND PROCEDURES

The City has established Rules and Regulations, City administrative rules and Fire Department Policies and Procedures. The rules and regulations, City administrative rules and Fire Department Policies and Procedures shall be binding on all employees, provided they do not conflict with this MOU. The City agrees to work with the Union to ensure that copies of all relevant policies, rules and procedures are accessible by the Union.

ARTICLE 24 TERM OF AGREEMENT

The City agrees to conduct a Salary and Compensation Study for Fire Captain, Fire Engineer and Firefighter/Paramedic, one (1) year prior to the end of this MOU. The results of such study are to be used as a tool for MOU negotiations for the next term.

The term of this agreement shall be for five years, from May 17, 2022, through May 16, 2027.

////SIGNATURE PAGE TO FOLLOW////

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date aforesaid.

THE CITY OF VICTORVILLE

VICTORVILLE PROFESSIONAL FIREFIGHTERS

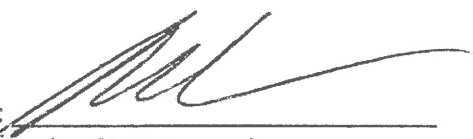
By: 
Keith C. Mettler
City Manager

By: 
Marcus Lynch
Victorville Professional Firefighters President

Dated: May 18, 2022

Dated: 5/18/22

APPROVED AS TO STANDARD FORM:

By: 
Andre de Bortnowsky
City Attorney

Dated: 5/18/22

