

MEMORANDUM OF UNDERSTANDING  
CONCERNING  
FIRE EMPLOYEES OF THE CITY OF WOODLAND

The City of Woodland and the Woodland Professional Firefighters' Association (IAFF Local 4029, AFL-CIO), representing employees of the City of Woodland in the classifications of Firefighter Recruit, Firefighter, Fire Engineer, Community Risk Reduction Specialist I/II/Senior, and Fire Captain by and through their authorized representatives, hereby ratify as and for a memorandum of understanding the attached Resolution entitled "A Resolution of the City Council of the City of Woodland Approving Certain Terms and Conditions for Fire Employees" and the exhibits appended hereto, and recommend that the same be adopted by the City Council of the City of Woodland. Provisions outlined in this Resolution shall be incorporated into the City's adopted Personnel Rules and thereafter the attached Resolution shall be used for the purpose of interpreting the specific rules and regulations addressed. In resolving questions of interpretation, the Resolution shall in all cases be the primary source.

DATED: \_\_\_\_\_,

\_\_\_\_\_  
Woodland Professional  
Firefighters' Association

\_\_\_\_\_  
The City of Woodland  
by direction of the City Council

Ss: Ryan Morrison, President

Ss: Ken Hiatt, City Manager

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF WOODLAND APPROVING  
CERTAIN TERMS AND CONDITIONS FOR FIRE EMPLOYEES

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## **ARTICLE I**

### **GENERAL PROVISIONS**

#### **1.1 Application**

- 1.1.1 This Resolution applies to the employees employed by the City of Woodland in the classifications of Firefighter Recruit, Firefighter, Fire Engineer, Community Risk Reduction Specialist I, Community Risk Reduction Specialist II, Senior Community Risk Reduction Specialist and Fire Captain all of whom are represented by the Woodland Professional Firefighters' Association (IAFF Local 4029, AFL-CIO).

#### **1.2 Term**

Except where the context otherwise determines or otherwise provides, the provisions of this Resolution shall apply from July 1, 2023 to June 30, 2026, and for such reasonable time thereafter as may be required to ratify, revise and supersede such provisions by action taken by the Woodland City Council after good faith negotiations pursuant to the Meyers-Milias Brown (MMB) Act.

- 1.2.2 The City and Association agree to begin negotiations for the period beginning January 1, 2026, no later than April 1, 2026. During the month of April 2026, the City and Association shall meet for the purpose of facilitating the finding of facts regarding wages and benefits to be included in a salary survey. For purposes of salary comparison, the information listed in Attachment 1 shall be used. When conducting the salary survey, the position of Firefighter shall be used for comparison. Total compensation for comparable agencies shall be based upon an existing contract or MOU and shall account for any adjustments in the total compensation effective on or before July 1, 2026.

#### **1.3 Purpose**

The purpose of this Resolution is to provide certainty in payment of employee compensation over a four period and to provide clarification of employee working conditions.

#### **1.4 Severability**

In the event that any provision of this Resolution shall at any time be declared invalid by a court of competent jurisdiction or by governmental regulations or decrees, such decision shall not invalidate the entire Resolution. It is the expressed intention of both the Association and the City that all other provisions not declared invalid shall remain in full force and effect.

#### **1.5 Peaceful Performance**

- 1.5.1 The Association agrees that during the term of this Memorandum of Understanding neither it nor the employees it represents will engage in, encourage, sanction, support, any: strikes;

mass resignations; mass absenteeism; picketing which would involve suspension of or interference with normal work of this department; or any other similar actions which would involve suspension of or interference with emergency work of this department. This clause will specifically expire on June 30, 2026.

## **ARTICLE II**

### **COMPENSATION**

#### **2.1 Salary**

2.1.1 During the term of this agreement, represented employees shall receive the following increases:

- Effective the first full pay period of July 2023 4.00%
- Effective the first full pay period of July 2024 3.00%
- Effective the first full pay period of July 2025 3.00%

#### **2.2 Deferred Compensation**

2.2.1 The City will make available a Deferred Compensation Plan to all employees.

2.1.1.1 For employees hired after July 1, 2006, the City will provide a two percent (2%) of base salary, pretax contribution to a Deferred Compensation plan of the employee's choice.

2.1.2 To receive the contribution, employee must have completed their initial probationary period.

2.1.3 Employee must enroll in one of the Deferred Compensation plans offer by the City.

2.1.4 There is no vesting requirement. The contribution is immediately vested into the employee's account.

#### **2.3 Recruit Firefighter Salary**

2.3.1 For all newly employed Firefighters, the City shall make all reasonable attempts to coordinate the hire date of recruit Firefighters with a date on or about the beginning date of a basic Firefighters academy. While attending the academy, recruit Firefighters shall be compensated at a rate of ten percent (10%) less than Firefighter step A. A newly employed Firefighter shall be compensated at this rate for the period from the initial date of hire through the academy (if one is attended). The start of the next pay period, and after swearing in, the Firefighter shall be compensated at Firefighter step A.

## **2.4 Educational Incentive Program**

- 2.4.1 Employees shall be eligible for incentive pay upon completion of courses required for the following certifications awarded by the Office of the State Fire Marshal or a diploma awarded by an accredited College/University for fire service and shall receive additional compensation as set forth below:

Chief Fire Officer 2% (pre-2015) or Chief Fire Officer 1% (post 2015)  
Executive Chief Fire (2015) 1%  
Fire Officer or Company Officer 2%  
Fire Apparatus Driver Operator 1A 1 B or Driver Operator Pump 1A, 1B (2015) 1%  
Post 2019 Remainder of Driver Operator series (Fire Apparatus Driver Operator Aerial, Tiller, Wildland, Water Tender (post 2019) 1%  
HAZMAT Tech 2.5%  
Fire Investigator I 1% (pre-2017) Fire Investigator II 1 (Pre 2017) or Fire Investigator (post 2017) 1%  
Firefighter II 1%  
Fire Protection Specialist 1%  
Fire Marshal 1.0%  
Inspector I and II 1%  
Community Risk series (2019) 1%  
Fire Science Certificate 1%  
Associates Degree 2%  
Bachelor's Degree 1%  
Plan Examiner 1% (for Community Risk Reduction Series only)

Amounts payable in this program are cumulative but may not exceed a total of 5%.

Note: Upon completion of all courses required (not including the task books) for the certification the employee will be eligible for Incentive pay. Retroactive pay will be limited to 120 days.

## **2.5 Uniform Allowance**

2.5.1 Each represented employee shall receive an annual uniform allowance of \$1,200, payable in biweekly installments throughout the year. Employees are responsible for purchasing uniforms as per the uniform policy including safety footwear.

2.5.2 All newly hired employees will receive an annual advance of their uniform allowance (\$1,200.00) and will not receive the biweekly allowance until completion of 12 months of employment.

2.5.2.1 Employees who leave during probation, may, at the City's option, be required to return purchased uniform items.

## **2.6 Extra Duty**

- 2.6.1 Overtime is all extra duty required by the Department of off duty personnel, including but not limited to call back for emergencies, extra shifts of duty, continuation of shift, training and meetings, special assignments, and all overtime not otherwise provided herein.
- 2.6.2 Employees authorized or ordered by the Fire Chief, or his representative, to work on call back to duty or extra shifts or duty, whether emergency or non-emergency, shall be compensated for such work at one- and one-half times (1.5) their individual rate of pay (IRP). Employees who are not continuing a shift or who are not due to commence a shift eminently shall be compensated for a minimum of two (2) hours of overtime. Exception: employees shall be compensated for a minimum of four (4) hours of overtime for emergency callbacks.
- 2.6.3 Employees authorized or ordered by the Fire Chief, or his representative, to work on continuation of shift, training, meetings, special assignments, and all overtime not otherwise provided herein, shall be compensated for such work on an hour for hour basis at the rate of one- and one-half times (1.5) their individual rate of pay (IRP). Continuation of shift shall not exceed one hour per occurrence.
- 2.6.4 A rotation list shall be established by the Fire Chief, or his representative, to assure impartiality in extra duty assignments.
- 2.6.5 Gear Movement. Employees will be compensated 0.5 hour at the applicable overtime rate for moving their equipment from one station to another.
- 2.6.6 Hold Over. If an employee is held over on their shift, employee will be compensated for a minimum of 1 hour of pay at the applicable overtime rate. This hour does not include the 0.5 hour of applicable overtime for Gear Movement.
- 2.6.7 Court Time. All represented employees called back to duty or required to appear in court for hours not contiguous to their shift shall be compensated at one and one-half (1.5) times their regular hourly rate of pay for four (4) hours or the number of hours actually spent on duty or in court, whichever is greater.
- 2.6.8 Employees who are served a subpoena for a criminal matter will call their individual voice mail box to determine if the appearance has been canceled or continued to another date and time. The call must be made before the scheduled appearance. For the morning calendar, the employee must call by 1700 the prior day for a 9:00 a.m. appearance. For hearings scheduled in the afternoon, the employee must call at 12:00 noon. Afternoon cancellations and continuances will be made by 12:00 noon.

If canceled or continued to another day or another time, the Court Liaison, the District Attorney, or Department representative will leave a message to that effect on your individual voice mailbox. If the employee is not canceled, the employee is required to make the appearance as directed on the subpoena.

The Court Liaison Unit is required to maintain accurate records of all subpoenas issued. These records include subpoenas canceled and continued. These records are presumed to be accurate based on the track record of the Court Liaison Unit. These records will be used to verify claims for compensation for all court appearances. Employees who dispute Court Liaison



records may rebut the presumption with proper proof to the Battalion Chief. The Battalion Chief's findings are final.

If an employee makes an appearance for a case which has been canceled or continued and the message was delivered by the Court Liaison, the District Attorney or the Department representative to the employee's primary contact number in the time frames described above, there is no compensation for that appearance.

## **2.7 Compensating Time Off**

- 2.7.1 The Fire Chief shall maintain a compensating time-off program for represented employees. The program shall enable Fire Operations Shift employees to accumulate a bank of up to ninety-six (96) hours of overtime hours which the employee does not wish to receive in the form of pay. CTO shall be accrued at the same rate, whether hour for hour or one and one half-hours for one hour, as the employee would have earned had the employee been compensated by pay. Employees on Fire Staff Shift (40-hour per week shifts) shall be able to accumulate up to eighty (80) hours in their compensating time-off bank. Once the maximum amount of compensatory time off is accrued, all additional overtime must be requested for payment. Nothing in this section shall prevent a represented employee from choosing to take pay for overtime or to have overtime hours placed in his/her compensating time off bank unless the maximum accumulation is reached. Upon request by the employee, the employee shall have the option of converting up to 288 hours (two hundred eighty-eight) hours per fiscal year to cash.
- 2.7.2 For reimbursable deployment or training wherein reimbursing entity requires compensation in the form of pay be received by the employee, the employee must be paid overtime and may not elect to bank CTO hours earned.

## **2.8 Longevity Pay**

- 2.8.1 The City shall pay longevity pay according to the following schedule, payable biweekly once the employee has reached the appropriate years of service. Payment begins the pay period after obtaining the years of service.

10 years of service	\$225 per year
15 years of service	\$275 per year
20 years of service	\$325 per year

Effective the first full pay period in July 2025, longevity pay will be calculated as follows:

10 years of service	1.0% of Base Pay
15 years of service	2.0% of Base Pay
20 years of service	3.0% of Base Pay

NOTE: Percentages of base pay are not cumulative; maximum allowable pay of 3% of base pay.

## **2.9 Acting Pay**

2.9.1 Employees assigned by their supervisor to perform substantially all duties in the next higher-level classification shall receive an additional five (5%) percent of their individual rate of pay (IRP) as Acting Pay compensation. For example, a Fire Engineer acting as a Fire Captain.

2.9.2 Employees assigned by their supervisor to perform substantially all the duties in a classification above the next higher classification (e.g., two classifications higher), shall receive an additional seven and a half (7.5%) percent of their individual rate of pay (IRP) as Acting Pay compensation. For example, a Firefighter acting as a Fire Captain.

## **2.10 Bilingual Pay**

2.10.1 Bilingual employees, as designated in the City's bilingual policy, shall receive additional compensation above their regular salary at the rate of two hundred dollars (\$200) per month.

## **2.11 New Technology**

2.11.1 The City agrees to meet and confer with the Association upon the proposed introduction of new technology into the work performed by represented members and to negotiate the affect such technology may have on the members if it significantly impacts matters within the scope of representation.

## **2.12 Hazardous Materials**

2.12.1 For the term of this agreement, the employees agree to participate in Hazardous Materials Operations. These operations include Level One incidents and the primary responsibility of management and participation in the Decontamination corridor, as part of Yolo County Hazardous Materials Response Team. These operations involve those people in the Woodland Fire Department trained to the Operational Decon level. For those trained to the Technician Level additional duties may be required at the overall Hazmat Scene. It is understood the University of California - Davis Fire Department has the primary responsibility of Entry into the hazardous materials scene in level two and above incidents, that require the activation of the Yolo County HMRT.

## **2.13 Comparison Agencies**

2.13.1 The City and Association agree to use the following agencies for compensation comparison purposes: Davis, Lincoln, Lodi, Manteca, Rocklin, West Sacramento and Yuba City.

## **2.14 Squad Pay**

- 2.14.1 While assigned to the squad, the Firefighter shall be compensated at one percent (1%) above base pay. While assigned to the squad, the Engineer shall be compensated two- and one-half percent (2.5%) above base salary for the hours worked. This compensation is to acknowledge the increased supervisory, administrative and tactical decision making. Acting Engineers will be compensated five percent (5%) as acting pay, consistent with section 2.9.2, and an additional two- and one-half percent (2.5%) for squad pay.

### **ARTICLE III**

#### **EDUCATIONAL INCENTIVE**

##### **3.1 Educational Reimbursement**

- 3.1.1 It is the policy of the City to encourage the educational accomplishment of represented employees.
- 3.1.2 City/Department Required Courses. The City shall incur all costs of any education, including conference fees, tuition, travel, meals and lodging, for such education that the City requires a represented employee to attend. For such Department mandated training, the City's "Travel and Travel Reimbursement Policy" shall apply. Normally, career advancement education courses are NOT mandated courses.
- 3.1.3 Education Reimbursement. Represented employees may request up to \$625 reimbursement per fiscal year for job related course work, or course work toward a job-related certificate, or course work toward an AA, BA or advanced degree related to the fire service. General education courses, required to receive such a degree shall be eligible for reimbursement. Reimbursement shall be made in accordance with the City's education reimbursement policy.
- 3.1.4 Generally, attendance of courses certified by the California State Fire Marshal's Office (CSFMO), California Specialized Training Institute (CSTI), and the National Wildland Coordinating Group (NWCG) fall under the provisions of the City's education reimbursement policy (see 3.1.3 above). Other courses may be approved by the program director (i.e., Training Chief for Operations, Fire Marshal for Prevention) and the Fire Chief, or his representative, if the course improves current job skills and abilities or prepares the employee for career advancement. It is understood and agreed that many of these courses come available in short notice, and require payment in advance, therefore the City agrees to provide an exception for represented employees accepted for these courses. The City will permit advance payment of the \$625 education reimbursement benefit for represented employees approved by the program director and the Fire Chief. No more than \$625 per fiscal year shall be paid or reimbursed to any employee under these provisions. Any advance payments received that are not used, shall be returned to the City. Likewise, failure to successfully complete the course or failure to attend the course will require the employee to pay the City back for any advanced payments received.
- 3.1.5 Travel, Meal and Lodging Reimbursements. In addition to tuition, books and fees associated with education reimbursement provided for in paragraphs 3.1.3 and 3.1.4 above, travel meal and lodging costs may be reimbursed. Amounts of reimbursements shall be governed by the City's travel policy. Amounts of all reimbursements per fiscal year shall not exceed \$625.

3.1.6 Professional Growth Incentive Program. Employees covered by this Resolution are eligible to participate in the Professional Growth Incentive Program. Employees may receive a reimbursement for professional memberships, subscriptions, professional training (including travel, lodging and parking fees), attainment of academic degrees, and equipment limited to desktop computers or components (memory, hard drives, video cards, power supplies, mother boards), keyboards, monitors, computer mouse(s)/pointing devices, laptop/notebook/tablet computers, printers, City standard suite of office productivity software (currently Microsoft Office Suite), and personal digital assistants (PDA) and accessories, unless considered used mostly for personal entertainment. All such requests require advance approval by the City. Maximum reimbursement per fiscal year per employee shall be \$625.00.

3.1.7 The \$625 maximum applies to both Professional Growth and Education Reimbursement. In no instance will an employee be reimbursed more than a total \$625 per fiscal year for Professional Growth Incentive Program or Education Reimbursement.

Education Leave of up to 96 hours per year shall be granted for all approved courses/classes. Education leave will be administered as concurrent schedule leave in Section 6.5.1

## **3.2 Certification Board**

3.2.1 A Certification Board shall be maintained as a standing committee within the Department. The Board shall recommend training and educational requirements required for promotion to the rank of Engineer and Captain. The Board shall further recommend training and educational requirements for all Firefighters, Engineers, and Captains necessary to maintain certification and proficiency at the employee's present rank. It shall further be the duty of the Board to monitor the training and performance of probationary employees and to provide advice and recommendations to the Chief regarding appointment to or rejection of appointment to permanent status of probationary employees.

3.2.2 The Certification Board shall be comprised of two Firefighters, two Engineers, and two Captains appointed by the Association and the Fire Battalion Chiefs.

## **ARTICLE IV**

### **MEDICAL AND RELATED BENEFITS**

#### **4.1 Medical Insurance**

4.1.1 The City shall make available to all unit employees, the medical insurance program. Employees shall have the option of enrolling in any of the medical plans provided by the City.

4.1.2 For Employees **hired before July 1, 2006**, the City provides a two-tier medical benefits program:

- Tier One: Employee Only and Employee plus One
- Tier Two: Employee plus Family

4.1.2.1 Employees hired on or before July 1, 2006 who provide proof of dual coverage under any other group medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of \$405 per month.

4.1.3 Employees hired on or before July 1, 2006, who have opted out of City provided medical coverage as of November 1, 2019 would continue to receive \$565 per month. Should the employee elect coverage later, and then again decline coverage, the \$405 monthly payment would be applicable.

4.1.3.1 Employees hired on or before July 1, 2006 who are enrolled in medical insurance programs shall be entitled to receive payment of the difference between the cost of the medical plan and the monthly amount listed below based on the tier in which the employee is enrolled; however, in no case shall the differences paid exceed the amounts provided below:

- Tier One: Employee Only and Employee Plus One \$810
- Tier Two: Employee plus Family \$1060

The City will pay a flat amount for medical coverage based on the chart below:

Effective	Employee Only	Employee Plus One	Family
January 1, 2024	\$2,036.21	\$2,036.21	2,647.27
January 1, 2025*	\$2,117.65	\$2,117.65	\$2,752.96
January 1, 2026**	\$2,202.36	\$2,202.36	\$2,863.08

\* If the CalPERS Kaiser Rate for health premiums increases by **more than 20%** from January 2024 to January 2025, then the City Contribution toward health insurance premiums will increase **by 8.0%** from 2024 to 2025. If the CalPERS Kaiser Rate for health premiums increases by **more than 25%** from January 2024 to January 2025, then the City Contribution toward health insurance premiums will increase **by 10.0%** from 2024 to 2025.

\*\*If the CalPERS Kaiser Rate for health premiums increases by more than 20% from January 2025 to January 2026, then the City Contribution toward health insurance premiums will increase by 8.0% from 2025 to 2026. If the CalPERS Kaiser Rate for health premiums increases by **more than 25%** from January 2025 to January 2026 then the City Contribution toward health insurance premiums will increase **by 10.0%** from 2025 to 2026.

4.1.4 For Employees **hired on or after July 1, 2006**, the City provides a **three-tier** medical benefits program:

- Tier One: Employee Only

- Tier Two: Employee plus One
- Tier Three: Employee plus Family

Employees hired on or after July 1, 2006 who provide proof of dual coverage under any other group medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of \$405 per month.

4.1.4.1 Employees hired on or after July 1, 2006 who are enrolled in medical insurance programs shall be entitled to receive payment of the difference between the cost of the medical plan and the monthly amount listed below based on the tier in which the employee is enrolled; however, in no case shall the differences paid exceed the amounts provided below:

- Tier One: Employee Only \$405
- Tier Two: Employee plus One \$810
- Tier Three: Employee plus Family \$1060

The City will pay a flat amount for medical coverage based on the chart below:

Effective	Employee Only	Employee Plus One	Family
January 1, 2024	\$1,018.12	\$2,036.21	\$2,647.27
January 1, 2025*	\$1,058.84	\$2,117.65	\$2,752.96
January 1, 2026**	\$1,101.20	\$2,202.36	\$2,863.08

\*If the CalPERS Kaiser Rate for health premiums increases by **more than 20%** from January 2024 to January 2025, then the City Contribution toward health insurance premiums will increase **by 8.0%** from 2024 to 2025. If the CalPERS Kaiser Rate for health premiums increases by **more than 25%** from 2024 to January 2025, then the City Contribution toward health insurance premiums will increase **by 10.0%** from 2024 to 2025.

\*\*If the CalPERS Kaiser Rate for health premiums increases by more than 20% from January 2025 to January 2026, then the City Contribution toward health insurance premiums will increase by 8.0% from 2025 to 2026. If the CalPERS Kaiser Rate for health premiums increases by **more than 25%** from January 2025 to January 2026 then the City Contribution toward health insurance premiums will increase **by 10.0%** from 2025 to 2026.

Notwithstanding any stated provisions, the City's contribution to health benefits, as of January 1, 2024 shall not exceed:

4.1.5 The City shall contribute up to the following amounts towards employee medical insurance coverage and cafeteria plan benefit:

Effective **July 1, 2023 through December 31, 2023**, the City shall contribute the following amounts towards employee medical insurance coverage and cafeteria plan benefit:

<b>Tier</b>	<b>Medical Benefit</b>	<b>Cafeteria Plan Benefit</b>	<b>Total Benefit</b>
Employee only	\$151.00	Note 3	\$855.12
Employee plus one	\$151.00	Note 3	\$1,873.21
Employee plus family	\$151.00	Note 3	\$2,484.08

Note 1: Per paragraph 4.1.2 above, employees hired before July 1, 2006 who qualify for the "Employee Only" tier shall receive medical insurance coverage and cafeteria plan benefit equal to the "Employee plus One" tier.

Note 2: The Medical Benefit will be equal to the minimum established by the CalPERS Board (currently \$151.00 from the January 2023 table). It is anticipated that this amount will be adjusted annually based on changes to the medical component of the CPI.

Note 3: Cafeteria Plan benefit will be equal to the difference between the Medical Benefit and the Total Benefit.

4.1.4.5 Employees enrolled in medical insurance programs shall be entitled to receive payment of the difference between the cost of a medical plan and the monthly allowances provided in paragraph 4.1.4 above for the respective tier in which they are enrolled. However, in no case shall the differences paid exceed the amounts provided in paragraph 4.1.4.1 above.

## **4.2 Long Term Disability Insurance**

4.2.1 The Association shall provide a long-term disability (LTD) program for Unit members. Amounts designated as LTD premiums by the Association shall be paid to the Association by the City through payroll deduction. The City's sole responsibility in the operation of the long-term disability insurance program shall be to deduct the amounts specified by the Association. The Association shall hold harmless and indemnify the City for any liability as a result of implementation of this long-term disability insurance program.

Should the Association's LTD plan become unavailable, the City and Association agree to reopen negotiations on this section.

The Association and City will gain a greater understanding the LTD benefits provided by the Association. After that meeting, the City may explore offering a Short-Term Disability policy to the members of the Association.

### **4.3 Dental Insurance**

- 4.3.1 The City shall continue in effect its self-insurance group dental plan for all represented employees. The maximum annual reimbursement shall be two thousand (\$2,000) per covered person.
- 4.3.2 City shall continue to provide employees identified in Section 1.1 of this Resolution and any eligible dependents, coverage in the City's dental insurance plan provided to other employees. The benefit shall be paid by the City except where the plan requires the employee to pay a deductible or co-payment.

### **4.4 Vision/Optical Insurance**

- 4.4.1 The City agrees to maintain in effect the vision insurance program for all unit employees. The plan shall have a Fifteen (\$15) Dollar co-pay for an in-network vision provider for eye exam.

### **4.5 Life Insurance**

- 4.5.1 The City shall maintain in effect life insurance for all unit employees at fifty thousand (\$50,000) dollars.

### **4.6 Medical Insurance Upon Retirement**

- 4.6.1 Employees who retire from the City may be eligible for Medical Insurance in accordance with the CalPERS Medical Plan (or designated Plan). Dental, Vision and Long-Term Disability Insurance is not provided to retirees.
- 4.6.2 For employees who were **hired before July 1, 2006**, with ten (10) or more years of service who either retire and are eligible to receive benefits under the City's PERS plan or retire for disability under PERS shall be eligible for continued health and life insurance coverage subject to the following terms and conditions:
  - 4.6.2.1 Employees 50 years old or older who separate from City service but postpone application to receive PERS retirement benefits must pay the premiums for any continued insurance coverage until the application for benefits is approved;
  - 4.6.2.2 Insurance benefits levels to retirees will be equal to the schedule reflected in paragraph 4.1.4 above. Retirees who were hired on or before July 1, 2006, will receive a benefit equal to the "Total Benefit" reflected in 4.1.4 above; however, provisions of paragraphs 4.1.B.1 and 4.1.3.2 do not apply to retired employees.
    - 4.6.2.2.1 Retirees who were hired prior to July 1, 2006 have a vested right to receive full medical insurance benefits in retirement equal to the total medical benefit provided to active employees. In the immediate case, such retirees shall receive the combined value of the medical benefit and the cafeteria plan benefit to equal the total benefit. In future cases, should the City again restructure its health care benefits, such retirees shall



continue to receive the full value provided to active employees for health benefits irrespective of how they may subsequently be structured.

- 4.6.2.3 Life Insurance will be continued with the same benefit level and conditions as active employees except as adjusted according to the schedule outlined in the City's "Life Insurance Outline of Benefits" or in any modifications or other plans that replace the current plan;
  - 4.6.2.4 Health Insurance coverage will be coordinated with Medicare when retirees become eligible; and
  - 4.6.2.5 Dental, Vision and Long-Term Disability Benefits will not be offered or provided to retirees.
- 4.6.3 Employees who were **hired on or after July 1, 2006**, will receive medical insurance benefits in retirement as follows:
- 4.6.3.1 Insurance benefits levels to retirees who were hired after July 1, 2006, will receive a benefit equal only to the "Medical Benefit" reflected in 4.1.4 above; however, provisions of paragraphs 4.1.2.1 and 4.1.2.2 do not apply to retired employees.
  - 4.6.3.2 Retirement Health Savings Plan. The City of Woodland has established a program in which employees participate to save, on a tax deferred basis, money to help pay the cost of healthcare once an individual retires. The Retirement Health Savings Plan (RHSP) may be used for medical, dental and vision care as well as other healthcare expenses.
    - 4.6.3.2.1 For employees hired on or after July 1, 2006, participation in the City's RHSP is mandatory.
    - 4.6.3.2.2 Contributions: The City shall contribute \$100 per month to the employee's RHSP account; the employee shall contribute \$50 per month to their RHSP account. These contributions shall start after an employee has successfully completed their initial probationary period. However, upon successful completion of probation, the City shall contribute a lump sum of \$100 per month for each month served in the employee's initial probation.
    - 4.6.3.2.3 Initial Probationary Period. During an employee's initial probationary period with the City, neither the employee nor the City shall contribute to the employee's RHSP account. The initial probationary period is that probationary period when an employee is first hired. A probationary period is also in effect when an individual changes classification or is promoted to a higher classification; City and employee contributions to RHSP accounts will continue during such promotional probationary periods.
    - 4.6.3.2.4 Conversion of Sick Leave. Once an employee has accrued 500 hours of sick leave, the City shall convert 50% of additional sick leave earned to a cash contribution to an employee's RHSP account. This results in all sick leave earned above 500 hours being changed to 6 hours per month

(versus 12 hours) with the value of 6 hours of salary being contributed to the employee's RHSP account.

- 4.6.3.2.5 The parties agree to meet and explore the city contribution to Medicare eligible retirees over the age of 65 to 80% of the Medicare eligible premium, with a 5% increase per year (consistent with active employees).

## **4.7 Tobacco Products**

- 4.7.1 Employees hired after October 2005 shall refrain from the use of all tobacco products during the term of their employment with the City. This section also applies to smokeless tobacco products.

## **ARTICLE V**

### **HOLIDAYS**

## **5.1 Holidays**

- 5.1.1 Represented employees who are scheduled to the 56-hour work-week (Fire Operations Shift) shall be paid for 134.4 hours per year in lieu of holidays payable at the rate of eleven and two tenths (11.2) hours per month. Holiday-In-Lieu payment shall be made at the employees' individual rate of pay (IRP).
- 5.1.2 Represented employees who are scheduled to work a regular 40-hour week shall observe the following holidays:

- January 1st
- Third Monday in January (Martin Luther King's Birthday)
- Third Monday in February (Presidents Day)
- Fourth Monday in May (Memorial Day)
- July 4th
- First Monday in September (Labor Day)
- November 11th (Veteran's Day)
- Thanksgiving Day
- The Day after Thanksgiving Day
- Christmas Eve – ½ day (observed last work day before Christmas)
- December 25th (Christmas Day)

- 5.1.2.1 In addition, each represented employee who is scheduled to work a regular 40-hour week shall have 16 hours added to his/her vacation leave total in the first full pay period of July each year.

## ARTICLE VI

### VACATION

#### 6.1 Vacation Leave

6.1.1 Each represented employee assigned to the Fire Operations Shift shall accumulate vacation leave according to the following table:

<u>Months of Service</u>	<u>Leave Earned Per Month</u>
1-36	11 hours
37-60	13 hours
61-120	15 hours
121-180	18 hours
over 180	21 hours

6.1.2 Each represented employee assigned to the Fire Staff Shift (40-hour work week) shall accumulate vacation leave according to the table below:

<u>Years of Service</u>	<u>Vacation Earned Per Month</u>
0 to 3 years	7.7 hours
4 to 5 years	9.7 hours
6 to 10 years	11 hours
11 to 15 years	13 hours
16 years and over	15 hours

#### 6.2 Maximum Accumulation - Vacation Buy-Back

6.2.1 Fire Operations Shift employees shall be allowed a maximum accumulation of vacation leave of 624 hours past January 1 of each year. Should an employee request vacation leave within sixty (60) days of reaching the maximum accumulation allowed, and due to staffing needs, the department is unable to grant the vacation time off, the employee shall be granted a sixty (60) day extension within which to take the vacation leave. Fire Staff who are non-operational employees and work an administrative shift may carry an unused balance of vacation leave of no more than 56 days (448 hours) past January 1 of each year. Provided an employee has submitted a timely vacation request pursuant to this MOU, no employee shall lose accumulated vacation time because of lack of departmental staffing.

6.2.2 Fire Operations Shift employees may buy back a maximum of ninety-six (96) hours of vacation per fiscal year provided that the employee has taken/scheduled at least seventy-two (72) hours of vacation during that fiscal year. Fire Staff Shift employees may buy back forty (40) hours per fiscal year provided they have taken/scheduled at least an equal number of vacation hours during the fiscal year.

### **6.3 Minimum and Maximum Vacation Periods**

6.3.1 Fire Operations Shift employees shall be limited to fifteen (15) separate vacation periods per year with four (4) hours being the minimum vacation period allowed. A multiple shift vacation will be counted as a single vacation. Note: Education Leave will not count towards the fifteen (15) occurrences.

### **6.4 Annual Vacation Selection Procedure**

6.4.1 Annual vacation shall be opened for bid starting on November 1 and closing on December 31 of each year for vacation requests for the following calendar year.

6.4.2 Departmental seniority governs where more than one employee on the same shift bids the same vacation.

6.4.3 Annual vacation bids shall be certified as approved in staffing scheduling software by the City no later than December 31 of each year.

6.4.4 Annual vacation applied for on or after January 1 of each year shall be granted on first-come basis and shall be confirmed in staffing scheduling software

6.4.5 All vacations shall be subject to the minimum staffing. The Fire Chief must approve all vacations in staffing scheduling software.

### **6.5 Concurrent Scheduled Leaves**

6.5.1 Concurrent Scheduled Leaves for Fire Operations Shift. Two (2) employees on the same shift may take concurrent scheduled leave. Scheduled leave consists of all employee-initiated absences including: vacation, compensatory time, education leave, FMLA, scheduled sick leave, etc. Any leave or light duty associated with a pregnancy will not be considered an employee-initiated absence. Any City-initiated absences will not be counted against the two-person scheduled leave provision; City-initiated absences include: workers' compensation, 4850-time, vacant positions, etc. A third (3) employee shall be allowed to take concurrent leave so long as no overtime costs accrue with the exception of Comp time. When Comp time is used as Third Person leave, the Comp time must be used in a minimum of 12-hour increments and will not be allowed to create a force hire.

## **ARTICLE VII**

### **LEAVE**

#### **7.1 Sick Leave**

7.1.1 Sick leave may be used only for non-service-connected illness or injury or until entering disability retirement after receipt of Labor Code Section 4850 benefits to the extent of Legal entitlement, as provided in sub-section 8.1.5 of this agreement, titled "Disability Retirement."

## **7.2 Accumulation and Deduction**

- 7.2.1 Each represented employee working the Fire Operations Shift shall accumulate sick leave at the rate of 12 hours per month. Each represented employee assigned to the Fire Staff Shift shall accumulate at the rate of 8 hours per month.
- 7.2.2 Time on sick leave shall be deducted from accumulated sick leave in hourly increments as used.
- 7.2.3 There shall be no limitation on the amount of sick leave which may be accumulated.
- 7.2.4 No lump sum payment shall be made for sick leave upon retirement, resignation, or discharge from employment with the City. Upon service retirement, however, accumulated sick leave shall be added to the length of time served for purposes of determining retirement benefits and shall include sick leave which accumulates during leave for non-service-connected illness or injury.

## **7.3 Bereavement Leave**

- 7.3.1 Bereavement leave is to be utilized under the provisions for sick leave.

## **7.4 Family Medical Leave Act (FMLA)**

- 7.4.1 The City has updated their Family Medical Leave Policy, (FMLA), Paid Sick Leave Policy (PSL) and Pregnant Workers Fairness Act (PWFA) to comply with the current regulations.
- 7.4.2 Prior to the City changing the FMLA, PSL or PWFA policy, the City agrees to meet and discuss with the Association on any changes.

# **ARTICLE VIII**

## **PERS RETIREMENT**

### **8.1 Retirement**

- 8.1.1 3% @ 50 CalPERS Retirement Formula (Tier 1) for City of Woodland Employees hired on or before December 31, 2012 or are Legacy/Classic members as defined by CalPERS. The formula in effect for eligible represented employees hired on or before December 31, 2012 or are new hires to the City of Woodland who are "Legacy/Classic" members as determined by CalPERS is the 3% @ 50 formula with one-year final compensation (i.e., highest one-year average pensionable "compensation earnable").

2.7% @ 57 Retirement CalPERS Retirement Formula (PEPRA) for City of Woodland Employees hired on or after January 1, 2013. As mandated by CalPERS, the formula in effect

for represented employees hired to the City of Woodland on or after January 1, 2013, and are considered new members as defined by CalPERS is 2.7% @ 57 with average three-year compensation.

## **8.2 Employee Contribution towards Employee Share**

8.2.1 Employee Contribution for employees on the 3 % @ 50 CalPERS Retirement Formula (Tier 1) for City of Woodland Employees hired on or before December 31, 2012 or are Legacy/Classic members as defined by CalPERS.

- Employees under this formula shall pay the full 9% of pensionable compensation of the employee's share of CalPERS pension.

8.2.2 Employee Contribution for employees under the 2.7% @ 57 Retirement CalPERS Retirement Formula (PEPRA) for City of Woodland Employees hired on or after January 1, 2013. Employees under this formula shall pay 50% of the normal cost towards CalPERS Pension as required and determined by CalPERS.

8.2.3 Additional Employee Contribution towards Employer share per PERS Section 20516 contract amendment by all employees under the 3% @50 Retirement Formula. All employees under the 3% @ 50 retirement formula (Tier 1) shall contribute 4% of pensionable compensation towards the employer share of PERS retirement pursuant to PERS Code Section 20516 contract amendment.

8.2.4 Employee contributions will be paid on a pre-tax basis as allowed by IRS Code Section 414(h)(2).

8.2.5 Disability Retirement. After receipt of Labor Code Section 4850 benefits to the extent of legal entitlement, an employee eligible for disability retirement under the Public Employees Retirement System (PERS) rules shall retire on the date set forth in the City's written request to the Public Employees' Retirement System without further use of accumulated sick leave. An employee eligible for both service and disability retirement may choose one or the other.

8.2.6 Optional Benefits. The City shall continue its contract with PERS to compute employee's retirement on the highest one (1) years' salary, for Legacy/Classic members. For all members, the City shall continue its contract with PERS to provide for the Fourth Level 1959 Survivors Benefit (Section 21382.5) and the Pre-Retirement Optional Settlement 2 Death Benefit.

## **ARTICLE IX**

### **WORKING CONDITIONS**

#### **9.1 Substitution of Shift**

- 9.1.1 Each represented employee assigned to the Fire Operations Shift shall be granted a substitution of shift with pay for any hour(s) or days(s) on which he/she is able to secure another employee to work in his/her place subject to the following provisions:

Substituting of shift(s) must be made in writing and signed by both parties involved in the exchange and their company officers. Requests for exchange of time are subject to the approval of the company officer for Firefighters and Engineers and the Shift Battalion Chief for Captains. Acting status shall not apply for the purposes of this section.

- 9.1.2 The payment of cash or other compensation by one employee to another in exchange for time worked is prohibited.
- 9.1.3 Neither the City nor the superior officer is held responsible for enforcing any agreement made between employees. It is understood that the employee's first responsibility is to his/her position with the City.
- 9.1.4 An Employee will not exceed seventy-two (72) hours of consecutive duty. However, by mutual consent, (the employee and the Fire Chief) employees may work up to one hundred ninety-two (192) hours of consecutive duty. Any out of the County assignment, either as part of a strike team or single resource, falls outside of the maximum hours of consecutive duty worked provision in this section.
- 9.1.5 The person signing the request as the substitute shall assume the responsibility for the requested time. Any failure on the part of the substitute to fulfill his/her obligations shall result in forfeiture of any cost incurred by the City to fill that position. An exception shall be granted for persons scheduled to work a shift trade whose absence due to illness causes a vacancy requiring overtime replacement. Employees shall not be responsible for costs to the City for this replacement; provided, however, unit members may not cancel shift exchanges in favor of sick leave payment.

#### **9.2 Probationary Period**

- 9.2.1 To enable the City to exercise sound discretion in filling positions within the Fire Department, no appointment to a position in the Fire Department shall be deemed final and permanent until after the expiration of a period of one year's service post academy if one is attended. At the discretion of the City Manager, on the recommendation of the Fire Chief, or representative, said one-year period may be shortened.
- 9.2.2 During the probationary period the employee may be rejected at any time by the City Manager, on the recommendation of the Fire Chief, or representative without cause and

without right of appeal. Notification of rejection in writing shall be served on the probationary employee and a copy filed in the Human Resources Office.

- 9.2.3 Any employee promoted during the probationary period after an original appointment, is not eligible for consideration of his/her first merit salary step increase until he/she has completed his/her probationary period. Employees serving a probationary period as a result of a promotional appointment are eligible for the consideration of their first merit salary step increase six (6) months after the promotional appointment is made.

### **9.3 Shift Changes and Hours**

- 9.3.1 Each represented employee assigned to the Fire Operations Shift, shall work a fifty-six (56) hour week, on a 48/96 work schedule with shift changes to be made at 7:00 a.m.

9.3.1.1 The City of Woodland has adopted an FLSA 7k work cycle of 27 days, creating an FLSA overtime threshold of 204 hours each 27 days.

- 9.3.2 The normal work hours for represented employees working the Fire Operations Shift shall be from 7:30 a.m. to 12:00 noon and 1:00 p.m. to 4:30 p.m. during each shift with the exception of City holidays.

9.3.2.1 Other Shifts for Fire Staff Shifts.

9.3.2.2 Alternate Work Week - A biweekly work schedule consisting of eighty (80) hours of work (over a 14-day period) in no fewer than eight (8) work days, and with no more than ten (10) hours scheduled on any work day.

9.3.2.3 Flex Time Schedule - A weekly work schedule consisting of forty (40) work hours during a seven-day work period at other than traditionally scheduled hours for the assigned shift.

9.3.2.5 Other schedules approved by the Fire Chief or designee.

9.3.2.6 Alternative work schedules may be discontinued by the Fire Chief or designee at any time if it is determined that such schedules inhibit the efficiency or maintenance of City operations and/or services. At the request of affected employees, or the Association the Fire Chief or their designee shall meet and discuss the discontinuance of an alternative work schedule prior to terminating the schedule. The City may eliminate the schedule with advance notice. However, upon mutual agreement; the advance notice can be waived.

- 9.3.3 City Holidays are: January 1 (New Year's Day); Third Monday in January (Martin Luther King's Birthday); Third Monday in February (Washington's Birthday); Fourth Monday in May (Memorial Day); July 4 (Independence Day); First Monday in September (Labor Day); November 11 (Veteran's Day); Thanksgiving Day, the day after Thanksgiving; and December 25 (Christmas Day).

- 9.3.4 An emergency situation or pre-scheduled activities may require additional activities outside the normal work day.



- 9.3.5 Fire Staff Shift employees shall work a forty (40) hour work week. Normal work hours shall be 8:00 a.m. to 5:00 p.m.

#### **9.4 Filling Vacant Shift Positions**

- 9.4.1 When temporarily filling vacancies on a shift, the call-in procedure in the Department's Operations and Procedures Manual shall be used. However, in situations where there are more Fire Operations Shift Staff on duty than minimum staffing requires, and an acting assignment is necessary, that assignment will be made from the current certification list. If no certified employees are available on that shift, the Fire Chief or their designee will resolve the situation.
- 9.4.2 Represented employees shall not be required to perform duties in a lower job classification unless such a requirement is necessary during firefighting or medical aid situations or by mutual agreement.
- 9.4.3 The City will continue its practice of allowing bidding for permanent shift vacancies occurring outside of the normal bid cycle.

#### **9.5 Modified Duty for Work Related Injuries**

Subject to the requirements of the physician's release and the discretionary modified duty assigned by and the Fire Chief or designee, modified duty may be accommodated. Employees assigned to a 24-hour shift schedule who are placed on modified duty which is expected to last equal to or less than ten (10) of the employee's consecutive shifts will be offered a 24-hour operational shift for the first ten (10) shifts from date of release to modified duty pending that the physician's release supports a 24-hour shift work assignment consistent with workers' compensation rules and regulations. For work related modified duty assignments expected to extend beyond ten (10) shifts, reasonable efforts shall be made between the employee and the Fire Chief or designee to reach a mutually agreed upon modified duty assignment at the discretion of the Fire Chief, or designee, including a 24-hour shift work schedule (based on 48/96 shift schedule), or a 40-hour work week (i.e., Monday-Friday) or alternative schedule. In the event that an agreement cannot be reached, between the employee and the Fire Chief or designee, the final decision will be made by the Fire Chief or designee.

#### **9.6 Safety and Sanitation**

The City shall continue to provide for the safety of employees during the hours of their employment. In this regard, the City agrees that it will receive and consider written recommendations with respect to unsafe working conditions or other safety ideas in the area of working conditions from any employee or the Association; and the employees and the Association agree that they will direct their safety recommendations and ideas to the City. To facilitate this process, a Safety Advisory Committee consisting of representatives of the Fire Chief and the Association, said Association representatives to be employees of the City of Woodland Fire Department, shall meet every three months to consult on such safety matters.

Up to one Association representative may attend such meetings without loss of pay or benefits.

## **9.7 Repair or Replacement of Damaged Personal Property**

9.7.1 Personal property which is destroyed or damaged in the course of employment shall be repaired or replaced.

9.7.1.1 Personal property are those items necessary during job-related activities. Items include uniforms, eyeglasses, false teeth and watches.

9.7.1.2 Personal property shall not include those items not required for job related activities. Items not included are necklaces or chains; earrings, bracelets, and other jewelry.

9.7.1.3 The total payable claims for eyeglasses shall be \$175 per occurrence. The total payable claims for watches shall be \$50 per occurrence.

9.7.1.4 The procedure for the repair or replacement of damaged personal property shall be the same for City property as described in the Department's Operations and Procedures Manual.

## **9.8 Special Services**

9.8.1 A washing machine and clothes dryer will be provided at all the station locations.

9.8.2 Represented employees agree to be responsible for cleaning sheets, pillowcases, bedspreads, towels and all protective clothing. The City shall supply all necessary soap and detergent, furniture, major appliances, cooking and eating utensils at the reasonable discretion of the Fire Chief or representative. The City shall also supply and replace, as necessary, such items as televisions sets, exercise equipment, or other equipment normally associated with leisure time activities; subject to budgeted amounts and the reasonable discretion of the Fire Chief or representative.

## **9.9 Accident Reports**

9.9.1 The City shall require any employee who is involved in an accident during the course and scope of their employment, or who witnesses an accident while on duty, to submit an accident report. An employee shall not be required to prepare an accident report on their own time, and they shall be given a copy of any such report prepared by them.

## **9.10 Seniority**

9.10.1 The City shall establish a seniority list of permanent employees of the Fire Department, which shall be brought up to date by the City on November 1 of each year. This seniority list shall be immediately posted in each station for a period of not less than ninety (90) days and a

copy of same shall be mailed to the Secretary of the Association. Unless an objection to the seniority list as posted is made to the City by an employee within ninety (90) days from the date such list is posted, the list will be final.

## **9.11 Department Personnel Records**

9.11.1 Employee personnel records shall be subject to inspection only to the employee concerned or his/her designated representative in the employee's presence and the City's presence. A log shall be maintained in the front of each individual departmental personnel file and shall indicate each person, including the employee, the date and purpose of all additions, deletions, entries, reviews, inquiries or other examinations of the personnel file. A copy of all information relating to commendations or discipline placed in an employee's personnel file shall be given to the employee.

At the employee's request, after one year from the date of discipline, any disciplinary actions or letter will be purged from the employee's personnel file.

9.11.2 Whenever the City receives a complimentary letter, report, or other written communication concerning a particular employee, it shall send a copy thereof to the concerned employee and place the original in the personnel file of that employee.

## **9.12 Employee Mail Boxes**

9.12.1 The City shall provide to the Association materials to construct mailboxes for employees at each station. Mailboxes shall be available to each person assigned to a station for purposes of receiving intra-City and Association mail.

## **9.13 Residency Requirement**

9.13.1 The City of Woodland prefers that represented employees reside within one (1) hour normal driving time of Station 1. Represented employees are not obligated to do so. Employees residing beyond the one (1) hour normal driving time limit shall be subject to the following conditions:

1. Employees may not be eligible for certain types of overtime call-back as determined by the Department (for example, sick leave relief, emergency call-back, strike team activities, etc.)
2. No unusual modifications to employees work schedule will be allowed. For example, excessive shift trades, missed training, extended periods of time without working (not caused by vacation, sick leave, etc.) will not be allowed.

#### **9.14 Catastrophic Illness or Injury**

- 9.14.1 Represented employees may donate portions of their vacation or CTO accumulations to other employees who have suffered catastrophic illness or injury. Employees receiving donation of time from other employee must first exhaust all available vacation, compensatory time and sick leave.

#### **9.15 Flexible Spending Account**

- 9.15.1 The City agrees to maintain in effect provisions allowed by Section 125 of the Internal Revenue Code. Such account shall provide for pre-tax treatment of employee obligations for medical and dependent care costs.

#### **9.16 Shift Bidding**

- 9.16.1 Represented employees may bid for Station Assignments within their shifts during the fourth quarter of each calendar year. This process shall be completed prior to November 30<sup>th</sup> of each year. The bidding process shall be done by seniority and by rank on a rotating basis beginning year 2001. Employees wishing to transfer to a different shift may do so providing they: 1. Find a member of equal rank on another shift that agrees to the transfer. 2. Obtain concurrence by their immediate supervisors and approval from the Operations Division. Administrative Staff reserves the right to place employees in specific billets, which will enhance the mission of the department.

#### **9.17 Firefighters Bill of Rights**

This section applies to all members of this Association. The City agrees to apply the rights and protections described in the Firefighters' Bill of Rights to those employees covered by the Firefighters' Bill of Rights during events and circumstances involving the performance of his or her official or duties and/or during events not involving the performance of his or her official duties excluding those rights set forth in Government Code Section 3253(e). The rights in said excluded section shall only apply in investigations involving investigations into acts and/or omissions occurring in the performance of official duties in accordance with the Act.

In addition to the confidentiality provided to union representatives by Government Code Section 3253 (i), union representatives shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, in any administrative context, any information received from members under investigation for any noncriminal matters regardless of whether the nature of the allegations cover events and circumstances involving the performance of a firefighters' official duties.

Nothing in this agreement is intended to limit and/or reduce those rights afforded by the Firefighters' Bill of Rights. This agreement is intended to establish rights which at a minimum comply with the Act or provide rights in addition to the Act. Rights provided by that Act

shall take precedence in the event that anything in this agreement provides lesser protection than the rights guaranteed by the Act."

## **ARTICLE X**

### **GRIEVANCE/ARBITRATION PROCEDURE**

#### **10.1 Grievance and Arbitration Procedure**

10.1.1 Grievance and arbitration shall be conducted pursuant to City Council Resolution 4278, Rule 15, except that upon request of the City employee and/or Association, the California Conciliation Service shall be utilized instead of the provisions stated in Step Five. Under such circumstances both the City and the employee shall be bound by said services' opinion.

## **ARTICLE XI**

### **RULES AND REGULATIONS MANUAL**

#### **11.1 Rules and Regulations**

11.1.1 The Association and the City shall meet and confer from time to time in reference to the rules and regulations and operations manuals on all matters affecting wages, hours and other terms and conditions of employment. Copies of Memorandums of Understanding resulting therefrom and/or rules and regulations or operations manual shall be available in all City fire stations. In addition, two copies shall be given to the Association representative.

11.1.2 Promotional Exam Notice. All employees will receive a minimum of 30-days advance notice along with the study reference list for all department recruitments.

11.1.3 The City shall conduct promotional examinations for the classification of Fire Engineer and Fire Captain on an alternating bi-annual basis. As a result of these examinations, the City shall establish and maintain a promotional list for the above classifications for the two (2) year period between the examinations.

## **ARTICLE XII**

### **ASSOCIATION RIGHTS**

#### **12.1 Association Dues**

12.1.1 The Association agrees to create and maintain an Association membership list and executed written authorizations of its members for Association-related payroll deductions. Association further agrees to submit its written membership list and deduction information to the City at

least one time annually, as well as within five (5) business days of the City's request for an updated list. The Association agrees to notify the City of changes to its member list or deduction information will be provided to the City within five (5) business days of the effective date of the change. The City shall on a monthly basis, deduct Association dues and insurance premiums from the earned wages of each employee on the Association-provided list and to remit promptly such deducted amounts to the Association treasurer. The City further agrees to direct any employee wishing to alter the employee's Association membership status or Association-related deductions to the Association for the completion of any applicable paperwork, and the City will not change such employee's Association-related payroll deductions until directed to do so by the Association in writing. The Association agrees to defend, indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken by the City under the provisions of this Article.

## **12.2 Association Business Leave**

12.2.1 Members designated by the Association, shall be granted leave of absence from duty with full benefits accruing not to exceed a cumulative total among all Association members of five (5) calendar days (72 shift hours or 40 staff hours) per year within the terms of this Resolution, for the purpose of participating in Association business, including but not limited to labor conventions and educational conferences, provided that such leave is approved by the Fire Chief.

## **12.3 Association Release Time Bank**

12.3.1 Association members may donate vacation time, holiday time, and compensatory time off to an Association "time bank" under the following guidelines:

12.3.1.1 Only Association officers or bargaining team members may draw from the bank.

12.3.1.2 Requests to use time from the bank must be made reasonably in advance of the use and approval is subject to the operational necessity of the department. Further, the City is not required to grant time bank usage if to do so would result in overtime.

12.3.1.3 Time may be used for:

- a. Bargaining preparation.
- b. Association meetings.
- c. Association training/conferences
- d. Releasing an employee representative to assist a member at the formal steps of the disciplinary and grievance procedures.

12.3.1.4 Except for disciplinary and grievance appeal meeting, the maximum hours of time bank use shall be five (5) calendar days (72 shift hours or 40 staff hours) per calendar year, per individual.

## **12.4 Pay Periods**

- 12.4.1 Beginning in January 2023, the City changed its payroll process from a monthly payroll to biweekly. Any sections in the Agreement that refer to “monthly” amounts for payments or accruals will be converted to work within the biweekly process.

## **ARTICLE XIII**

### **MANAGEMENT RIGHTS**

## **13.1 Management Rights**

- 13.1.1 The City reserves all rights with respect to matters of general legislative and managerial policy including, among others, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of election for employment; direct its employees; take disciplinary action; relieve its employees of duties because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; require overtime, take all necessary actions to carry out its mission in emergencies; and exercise reasonable control and discretion over its organization and the technology of performing its work. These rights shall be limited only as specified in this Agreement.

## **ARTICLE XIV**

### **OTHER ITEMS AND CONDITIONS**

## **14.1 Other Compensable Items Not Set Forth Herein**

- 14.1.1 Other items not set forth herein which are compensable as terms or conditions of employment of the employees covered by this Resolution shall continue to be compensated by the City of Woodland at the rate applicable on June 30, 2023, unless determined otherwise by the Woodland City Council in accordance with law or required otherwise by law.

## **14.2 Other Working Conditions Not Set Forth Herein**

- 14.2.1 Other working conditions not set forth herein for employees covered by this Resolution shall continue as applicable on June 30, 2023 unless determined otherwise by the Woodland City Council in accordance with law or required otherwise by law.
- 14.2.2 Confined Space Rescue, Trench Rescue, and Rescue Task Force  
Parties agree to immediately incorporate into the job descriptions of the classifications of Firefighter, Fire Engineer and Fire Captain the full duties connected to confined space rescue,

trench rescue, and task force. Appropriate personal protective equipment and training shall be provided to the employee.





Passed this date: \_\_\_\_\_, 2023

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

\_\_\_\_\_  
Mayor

STATE OF CALIFORNIA

COUNTY OF YOLO

I, Ana Gonzalez, City Clerk of the City of Woodland in Yolo County, California, hereby certify this Resolution to be a full, true and correct copy of the record of the action taken by the City Council of the City of Woodland, by the vote of the members present, as the same appears in the official minutes of said Council at its meeting.

DATED: \_\_\_\_\_, 2023

Ss: Ana Gonzalez, Woodland City Clerk

## **ATTACHMENT I**

For purposes of salary comparisons, as provided by this Agreement, the parties looked at total compensation in a variety of jurisdictions. Prior Agreements have listed Districts and jurisdictions, however, because of some consolidations and changes, some of these Districts ceased to exist during the term of the Agreement. Therefore, the parties reserve the right to examine the jurisdictions that were utilized, in the negotiations, for this Agreement and to change them as necessary because of consolidations or modifications of Departments in various jurisdictions.

Total compensation as used in this Agreement is defined as amounts paid by the City to or on behalf of a present employee for base salary (Firefighter E Step) PERS contribution, medical insurance, dental insurance, optical insurance, other insurance's such as long-term disability and life, uniform allowance, special pay (re: EMT), tuition/education reimbursement, and other certification pays (i.e., Hazmat Tech).

**Exhibit A**

**CITY OF WOODLAND  
 WOODLAND PROFESSIONAL FIREFIGHTERS' ASSOCIATION**

**SALARY RANGE**

Effective First Full Pay Period in July 2023  
 4% increase

	Step A	Step B	Step C	Step D	Step E
Community Risk Reduction Specialist I	\$5,203.47	\$5,463.88	\$5,737.06	\$6,023.92	\$6,325.10
Community Risk Reduction Specialist II	\$5,595.44	\$5,875.23	\$6,168.98	\$6,477.44	\$6,801.32
Community Risk Reduction Specialist Senior	\$6,195.55	\$6,505.34	\$6,830.61	\$7,172.14	\$7,530.76
Fire Captain	\$8,248.38	\$8,660.79	\$9,093.83	\$9,548.53	\$10,025.95
Fire Engineer	\$7,158.69	\$7,516.63	\$7,892.47	\$8,287.10	\$8,701.43
Firefighter	\$6,307.72	\$6,623.10	\$6,954.25	\$7,301.98	\$7,667.06
Firefighter Recruit	\$5,676.95				

Effective First Full Pay Period in July 2024  
 3% increase

	Step A	Step B	Step C	Step D	Step E
Community Risk Reduction Specialist I	\$5,359.57	\$5,627.80	\$5,909.17	\$6,204.64	\$6,514.85
Community Risk Reduction Specialist II	\$5,763.30	\$6,051.48	\$6,354.05	\$6,671.76	\$7,005.36
Community Risk Reduction Specialist Senior	\$6,381.42	\$6,700.50	\$7,035.53	\$7,387.30	\$7,756.68
Fire Captain	\$8,495.83	\$8,920.61	\$9,366.64	\$9,834.99	\$10,326.72
Fire Engineer	\$7,373.46	\$7,742.13	\$8,129.24	\$8,535.71	\$8,962.47
Firefighter	\$6,496.95	\$6,821.80	\$7,162.88	\$7,521.04	\$7,897.07
Firefighter Recruit	\$5,847.26				

Effective First Full Pay Period in July 2025

3% increase

	Step A	Step B	Step C	Step D	Step E
Community Risk Reduction Specialist I	\$5,520.36	\$5,796.63	\$6,086.45	\$6,390.77	\$6,710.29
Community Risk Reduction Specialist II	\$5,936.20	\$6,233.03	\$6,544.68	\$6,871.91	\$7,215.52
Community Risk Reduction Specialist Senior	\$6,572.86	\$6,901.52	\$7,246.60	\$7,608.92	\$7,989.38
Fire Captain	\$8,750.70	\$9,188.23	\$9,647.64	\$10,130.03	\$10,636.53
Fire Engineer	\$7,594.66	\$7,974.39	\$8,373.12	\$8,791.78	\$9,231.35
Firefighter	\$6,691.86	\$7,026.45	\$7,377.76	\$7,746.67	\$8,133.98
Firefighter Recruit	\$6,022.68				