



**RESOLUTION 2016-27**

**FIRE DEPARTMENT  
CITY OF WINTERS  
PERSONNEL RULES AND BENEFITS**

**Effective October 2015**

## INDEX

	<u>PAGE</u>
Article 1 - Definitions	3
Article 2 - Layoff Procedures	4
Article 3 - Wages, Merit Steps, Benefits, and Wage Plan Administration	4
Article 4 - Probation, New Classification, Reclassification, Acting Appointment, and Promotion	8
Article 5 - Personnel Records	9
Article 6 - Hours of Work	10
Article 7 - Compensatory Time	10
Article 8 - Sick Leave	11
Article 9 - Holidays	12
Article 10 - Vacations	13
Article 11 - Training Schools/Fees	14
Article 12 - Workers' Compensation Insurance	14
Article 13 - Leave of Absence	15
Article 14 - Discipline and Discharge	15
Article 15 - Strike Team Assignments and Compensation	20
Article 16 - Outside Employment	20
Article 17 - Non-Discrimination	21

## ARTICLE 1 – DEFINITIONS

- A. ANNIVERSARY DATE: Means the anniversary on an annual basis from the date of hire.
- B. PROMOTION DATE: Means the anniversary on an annual basis from the date appointed to a higher classification.
- C. APPOINTING AUTHORITY: Means the person or group of persons having the lawful power to make appointments to, or to remove persons from, employment. The Appointing Authority for the Winter Fire Dept. is the City Manager or his/her designee.
- D. COMPENSATORY TIME: Means time off with pay to which an employee is entitled in lieu of cash compensation for overtime worked.
- E. ON CALL DUTY: Means the status of an employee who is not required to remain on Fire Department premises, but who shall be required to respond to call of service during their scheduled duty rotation.
- F. OVERTIME: Means the time worked in excess of the regular work period or applicable state or federal law.
- G. PERFORMANCE REPORT: Means the periodic evaluation of an employee's work reflected on forms prescribed by the City.
- H. REGULAR EMPLOYEE: "Regular" employee means full time permanent employees and do not include temporary and/or extra employees.
- I. STEP INCREASE: Means a salary increase, based upon satisfactory performance, recommended by the appointing authority. Step increases shall occur the anniversary date of the appointment to that classification.
- J. SCOPE OF REPRESENTATION: Means wages, hours, and other terms and conditions of employment; except that it excludes merits, necessity of organization of services provided by the City unless such item impacts the wages, hours or other terms and conditions of employment.
- K. SHIFT: Means units of 24 consecutive hours that employees are scheduled to be on duty.
- L. WORK PERIOD: Means calendar days between 7 to 28 days as selected by the City for the purposes of determining overtime as prescribed by the Fair Labor Standards Act.

**ARTICLE 2 - LAYOFF PROCEDURES**

In the event of work force reduction, an employee with the least seniority shall be laid off first. "Least seniority" is determined by date-of-hire with the exception of employees on initial probation.

- A. Employees shall be given at least forty-five (45) days notice prior to layoff. Employees on probation can be laid off without regard to seniority order or noticing.
- B. The order of layoff of employees shall be as follow: Contract or fee employees; Temporary employees; Probationary employees; Permanent employees. Part-time employees shall be laid off before full-time employees.
- C. No new employee shall be hired in the Firefighter, Engineer and Captain Classification until employees on layoff have been given the opportunity to return to work. Such employees shall be rehired or reinstated to the previous position in reverse order of layoff.
- D. Probationary employees may be rehired without regard to seniority order, only agter regular employees have been rehired. Reinstatement must be exercised within twenty (20) workdays after the City deposits written notice from layoff in the United States mail addressed to the employee’s last know address by Certified Mail – Return Receipt Requested.
- E. Employees who ar in the laid off status must maintain all certification for the position they previously held to be considered eligible for rehire. The rehire list shall be maintained for a maximum of 24 months.

**ARTICLE 3 - WAGES, MERIT STEPS, BENEFITS, AND WAGE PLAN ADMINISTRATION**

- A. Base Wages and Merit Steps: The following schedule provides a wage range with five (5) merit steps also know as base wage steps.

Fire Department Wages effective October 2015

Captain	6183	6492	6817	7158	7516
Engineer	5477	5750	6038	6340	6657
Firefighter	5252	5515	5791	6080	6384

Fire Department Wages effective October 2016

Captain	6338	6655	6987	7337	7704
Engineer	5614	5894	6180	6498	6823
Firefighter	5384	5653	5935	6232	6544

Within the range, all step advancements will be considered on an employee's anniversary date and if an increase is granted, it shall be effective as of the anniversary date. Step increases shall be based on work performance and completion of required length of service in the previous step. New employees will normally be hired at the "A" step. Employees shall spend at least one (1) year in a particular step before being considered for further Step increases; however, the Fire Chief may advance a probationary employee to "B" step at six (6) months, with a corresponding change in anniversary date.

- B. Benefits - The City provides the following benefits pursuant to the terms and conditions noted. Fair Labor Standards Act provisions shall be used to determine which benefits are required to be used in calculating overtime pay.
1. Uniform Allowance- Employees are required to wear uniforms as established by the City. (Side letter of agreement).
  2. Bilingual Pay - An employee who is certified to use both English and Spanish, written and/or spoken, on the job, and the use of such skill is required by the City shall receive \$150.00 (one hundred fifty dollars) per month. Employees must be tested and certified pursuant to department standards. Yolo County provides the certification at no cost.
  3. Insurance - Employees shall receive \$900.00 (nine hundred dollars) per month, or up to \$2259.00 per month for a family plan (depending on size of family and plan) to purchase various health, vision, dental, life, etc., insurance which the City may subscribe. The City will cover any increase so there will be no out of pocket expense to the employee if premium increases during this fiscal year. Money left over after an employee has purchased the insurance coverage desired will be paid to the employee. New employees are required to purchase health, vision (employer pays employee, dependent coverage is the responsibility of the employee) and dental insurance which the City may subscribe. Employee's are not required to have health and dental coverage through the City but must show proof of coverage satisfactory to the City. Employees may be required to purchase other insurance pursuant to terms and conditions established by insurance carriers. Life Insurance in the amount of \$30,000 will be paid by the employer. Long Term Disability with a 180 day waiting period will be paid by the employer.
  4. Public Employees Retirement System (PERS) - Employees shall join the PERS system as a condition of employment. The City subscribes to the 2% at 50 retirement plan. The City shall pay the employer rate and the employee shall pay the employee rate of 9%.

5. Social Security (FICA) - Employees are required to join the Federal Social Security System as a condition of employment. The employee shall pay the employee's contribution to Social Security on the employee's applicable wages. The City shall pay the City's contribution on applicable employee wages.
6. Education Incentive - An employee who provides evidence of having received a degree from a recognized college/university or a post certificate which the City deems appropriate to the needs of the job being performed shall receive incentive pay as indicated.

CERTIFICATE/EDUCATION

WAGE INCREASE

AA/AS Degree  
BA/BS Degree

4% above base wage  
10% above base wage

Employer shall pay up to \$1,000 per semester, per employee, toward continuing college/adult learning education and professional development program

7. Longevity Recognition - An employee who has completed five (5) consecutive years employment is eligible to receive an amount equal to one-half (1/2) month's base wage during the sixth (6th) year and every year of service thereafter until the employee leaves City service. Payment shall be made on the employee's anniversary date. Anniversary date to be January 1<sup>st</sup>. First longevity incentive will be paid to employee January 1, 2011.
8. Jury Duty - Employees may be excused from the regular responsibilities of their position when called for jury duty. Employees called for jury duty shall notify the Fire Chief of the call. If, in the opinion of the City, the absence of the employee would result in undue disruption of work, the City may direct the employee to request an exemption from jury duty. An employee shall not suffer loss of pay or benefits while actually serving on jury duty. All court approved jury pay received by the employee shall be remitted to the City.
9. Deferred Compensation – Deferred compensation is an arrangement in which a portion of an employee's income is paid out at a date after which that income is actually earned. Examples of deferred compensation include pensions, retirement plans, and stock options. The primary benefit of most deferred compensation is the deferral of tax to the date(s) at which the employee actually receives the income.  
  
An employee who has increased their personal deferred compensation contribution in to a deferred compensation plan offered by the city, the City will contribute up to \$500.00 annually. (Frozen at this time)

11. Health Care Benefit – The City will annually deposit \$2,500 in to an account for each employee with California Government Voluntary Employees' Beneficiary Association (CALGOVEBA) July 1<sup>st</sup> of each year.

The CALGOVEBA is a 501(c)(9) which contributions are irrevocable and are protected from creditors. This is an individual health reimbursement account All contributions, interest, and reimbursements are tax free. Employees may make unlimited contributions, and all benefits accumulate year to year. There is no "use it or lose it" policy. Benefits are for both active and retired participants, spouse, and qualified dependent. Expenses such as Long Term Care, unreimbursed medical premiums, co-pays and pharmacy charges are all eligible expenses under a VEBA Trust Arrangement.

#### D. SALARY PLAN ADMINISTRATION

1. Employees shall be paid according to a bi-weekly payroll plan which has twenty-six (26) pay periods in a calendar year.
2. Employees shall normally be paid by twelve noon (12:00 noon) on or before every other Friday.
3. When the normal pay day falls during an employee's annual vacation leave, the employee may receive a vacation advance on the last working day prior to beginning vacation leave provided a written request is submitted to the Administrative Services Department at least five (5) working days in advance and the amount requested is less than the employee's regular paycheck, based on straight time hours.
4. Work performance evaluations shall be completed by the employee's supervisor at least ten (10) working days prior to the employee's anniversary date, unless there is a legitimate reason why the performance evaluation cannot be done at this time. At this time consideration may be given for a merit step advance. If the evaluation is not completed in the time required, the performance of the employee shall be deemed to be acceptable. The evaluation shall include the following elements:
  - a. A written record to be reviewed and acknowledged in writing by the employee. No change will be made after this review and without the acknowledgment of both the supervisor and employee.
  - b. A discussion between the supervisor and employee on the content of the performance evaluation.
  - c. A provision whereby an employee may submit a written response to any statement made on the evaluation which must be filed with the evaluation

and forwarded to the supervisor. Such responses, and any written acknowledgement by a reviewing official, shall become attached to the evaluation. If the evaluation is satisfactory or better the employee can be granted a merit increase provided that an increase does not exceed the established range. If the evaluation is "Unsatisfactory" or "Improvement Needed", a step increase will not be granted, provided however that inadequate work performance has been previously documented, and the employee has been made aware of and given the opportunity to remedy deficiencies. A withheld step increase may be granted following any subsequent review period of satisfactory work performance by the employee. The review period shall be no less than ninety (90) days. A step increase granted after this review shall not be retroactive back to the anniversary date.

#### **ARTICLE 4 - PROBATION, NEW CLASSIFICATION, RECLASSIFICATION, ACTING APPOINTMENT, AND PROMOTION**

- A. Probation - The probationary period is a time to obtain the best fit for an employee in a new job or classification and for terminating the employer/employee relationship if work performance or adjustment to the City does not meet the expectations of the employee or the City.
  - 1. All original appointments shall be tentative and subject to a probationary period of twelve (12) months for an employee.
  - 2. The probationary period may be extended up to six (6) months in two (2) three (3) month increments as a result of an employee's unfavorable job performance as determined by the Fire Chief. The probationary period may be extended for any leave of absence granted.
  - 3. During the probationary period, an employee will be evaluated every four (4) months. If an employee is under an extended probation the evaluations shall be given each month during the extension.
- B. New Classifications - The City may establish new job classifications. Employees desiring to compete for such positions will be evaluated in the same manner as any candidate aspiring to receive appointment.
- C. Reclassification - Reclassification is a change to an existing job class as a result of changes in the function, duties, and/or responsibilities as determined by the City.
- D. Acting Appointments - The City may temporarily appoint an employee to an acting capacity in a higher job classification. The employee shall receive \$200.00 (two hundred dollars) per month for each full month of service. This amount will be prorated for less than a full month's service.

1. Acting appointments will not continue beyond six (6) months except by mutual agreement of the City and employee.
  2. An employee having served in an acting capacity and subsequently promoted to the position shall establish a new anniversary date as of the first date of formal promotion.
- E. Promotion - The City may advance an employee to a job classification having a higher base wage range.
1. A promoted employee shall receive an increase to the next higher wage step above that currently held provided that the increase does not exceed the wage range established for the promoted classification.
  2. A promoted employee shall be subject to a one (1) year probationary period. An employee rejected during this time shall be reinstated to the job classification previously held at the same wage step the employee had prior to the promotion.
  3. Nothing in this section shall be construed as limiting the City to advertise a promotional position to any candidate desiring to apply. Any qualified employee may apply and will be evaluated in the same manner as any candidate aspiring to receive appointment to the position.

## **ARTICLE 5 - PERSONNEL RECORDS**

Personnel records, except payroll records, are confidential. Access to personnel records shall be limited to the City Manager, Administrative Services Director, and the Fire Chief, or their designated employees. An employee and/or their representative, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours (8:00 A.M. - 5:00 P.M., Monday through Friday). An employee shall receive, upon written request, a copy of any document placed in the employee's personnel file. Records of fire personnel which are kept by the Administrative Services Department shall have access restricted as provided by law.

## **ARTICLE 6 - HOURS OF WORK**

- A. Fire Suppression personnel shall work 48/96 schedule.
- B. The 24 – hour shift shall normally commence at 0800 hours and continues through to 2000 hours. Work schedules could be modified.
- C. Fire Suppression personnel may be required to continue to be available to respond to the station for calls for service after duty hours.
- D. Duty Schedule & Rotation – Employees assigned to On Call Duty status will be on a

12 hour, or 24 hour duty schedule on a weekly basis as scheduled by the Fire Chief.

## **ARTICLE 7 – COMPENSATORY TIME**

- A. Due to the fact that the firefighters are exempt of the FLSA coverage at this time all parties have come up with this fair and equitable resolve
- B. The represented employees shall be compensated with compensatory time accrual at the rate of one hour for each hour of call back for calls during off duty hours. The City expects each employee to use reasonable discretion when responding back to duty. Not more than one hundred and twenty (140) hours of compensatory time off may be accumulated. Employees may only cash out one hundred (120) hours. Unused compensatory time on the books shall be paid at termination of employment. Compensatory time off may be taken at the request of the employee, upon the authorization of the Fire Chief or his/her designee and such time shall not cause undo hardship upon the City. Work period, or modified work period established by the City in accordance with the 207k exemption set forth in the Federal regulations interpreting the Fair Labor Standards Act (FLSA).
- C. Staff assigned to call duty that are called out after normal work hours shall receive one hour of compensatory time off for each and every hour on said call. The scheduling of this time off as needed with approval from the Chief and/or designee and scheduled so that it shall not cause undo hardship upon the City.

In lieu of paying overtime for monthly training, the employees shall receive one additional day of compensatory time off per month added to the compensatory time bank of hour.

## **ARTICLE 8 - SICK LEAVE**

- A. Employees shall receive sick leave at the rate of 11.2 hours per month for each calendar month of service. Sick leave time shall accrue on a monthly basis. Sick leave shall not accrue during the first six (6) months of initial probation. At the end of that time, the hours which would have accrued will be credited to the employee's sick leave balance.
- B. Each employee has one (1) hour deducted from the employee's accrued sick leave time for each hour of sick leave taken. There shall be no limit to the amount of sick leave accrued
- C. Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.
- D. Employees granted a leave of absence or absent from duty when not authorized by the City shall not accrue sick leave. Sick leave shall not be accrued by an employee

absent from duty after separation from City service.

- E. After three (3) consecutive sick days, a physician's certificate or otherwise may be required to determine the adequacy of reasons for the sick leave absence.
- F. Bereavement Leave - Up to three (3) consecutive sick leave days may be granted per incident for death or illness involving members of an employee's family defined as: spouse, mother, father, sister, brother, children, grandparents, grandchildren, mother or father-in-law, and aunt or uncle. Evidence of family relationship may be required before such sick leave is granted. Use of Bereavement Leave shall not be counted as part of the sixty-seven (67) hours Incentive Sick Leave Bonus, but will be subtracted from accrued sick leave.
- G. If an employee dies in the line of duty, that is carrying out their duties and responsibilities during a work shift, then the employee's designated beneficiary shall receive fifty (50) percent of the employee's accumulated sick leave in straight time pay. The formula for such a payment is:

$$\frac{\text{Accumulated Leave}}{2} \times \text{Base Hourly Wage} = \text{Sum Total of Payout}$$

- H. Employees having ten (10) years or more of service with the City, upon retirement shall receive straight time pay for one third (1/3) of their accumulated sick leave hours.
- I. Upon request of an employee and upon approval of the Fire Chief, sick leave credits may be transferred from one or more employees to another employee due to a catastrophic illness, under the following conditions:
  - 1. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse or child,
  - 2. The receiving employee has exhausted all leave credits,
  - 3. The donations must be a minimum of eight (8) hours and in additional eight (8) hour increments.
- J. Sick Leave Incentive - An employee who has used sixty-seven (67) hours or less of sick leave in a one (1) year period from December 1 until November 30 shall receive one percent (1%) of their base yearly salary in a separate check payable to the employee during the first week of December of that year.

**ARTICLE 9 - HOLIDAYS**

- A. Employees shall receive the following holidays on a straight time basis:
- |  |                               |
|--|-------------------------------|
| 1. New Year's Day                                      | 7. Independence Day           |
| 2. Martin Luther King's Day                            | 8. Labor Day                  |
| 3. President's Day                                     | 9. Veteran's Day              |
| 4. Caesar Chavez Day                                   | 10. Thanksgiving Day          |
| (Recognized Only – Monday through Friday)              | 11. Day After Thanksgiving    |
| (No additional day off if falls on Saturday or Sunday) | 12. December 24th             |
| 5. Half Day Good Friday                                | 13. December 25 <sup>th</sup> |
| 6. Memorial Day  |                               |
- B. Every employee shall receive two (2) floating holidays per year. Employees shall receive credit for one floating holiday on July 1, and the other floating holiday on January 1 of each year. If an employee fails to take their floating holidays off, between July 1 and June 30 of the following year, the employee will forfeit their floating holiday credit.
- C. If a holiday falls on an employee's scheduled work day, and the employee is required to work, in addition to the holiday pay at straight time, the employee shall be compensated with overtime at the rate of one and one-half the base hourly wage. (Side letter of agreement).

An employee who works a shift that begins on New Year's Eve and extends to New Years Day will be compensated at the overtime rate of one and one-half the base hourly wage for the entire shift.

**ARTICLE 10 – VACATIONS**

- A. Employees shall earn paid vacation leave on a monthly basis at each pay period during the month. Employees will earn vacation based upon length of government service years as full-time employees.

<u>40 hour week employee</u>		<u>24 hour shift employee</u>	
0 – 3 years	96 hours	0 – 3 years	134 hours
4 – 6 years	120 hours	4 – 6 years	168 hours
7 – 9 years	136 hours	7 – 9 years	190 hours
10 – 12 years	160 hours	10 – 12 years	224 hours
13 – 16 years	176 hours	13 – 16 years	246 hours
17 – 22 years	200 hours	17 – 22 years	280 hours
23 + years	216 hours	23 + years	302 hours

- B. Vacations shall be scheduled by the employees with the approval of the Fire Chief, and with regards to the needs of the City. Preference in scheduling shall be based on seniority.
- C. Vacation leave shall not be granted during the first six (6) months of an employee's original probationary period. At the end of that time, the hours which would have accrued will be credited to the employee's vacation balance.
- D. Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation balance. Vacation leave shall not be granted to an employee after separation from City service.
- E. Employees granted a leave of absence or absent from duty when not authorized by the City shall not earn vacation leave.
- F. In the event that a holiday occurs during an employee's scheduled vacation leave, that holiday shall not be considered as vacation leave.
- G. Employees may cash in up to 80 hours of their accrued vacation hours on approval of the City.
- H. An employee separated from City service shall be compensated for vacation hours on the books.
- I. All employees shall take at least one (1) week (five (5) consecutive working days) away from the job each year, which can be a combination of vacation, CTO, holiday, and floating holiday.

#### **ARTICLE 11 - TRAINING SCHOOLS/FEEES**

- A. If, as a condition for continued employment, the City requires attendance at a school or training establishment and fees are charged, such fees shall be paid by the City.
- B. Travel time to and from a mandatory training school will be compensated by the City.

#### **ARTICLE 12 - WORKERS' COMPENSATION INSURANCE**

Worker's compensation Benefits shall be provided in accordance with State law, Yolo County Public Agency Risk Management Insurance Authority and any other applicable rules and regulations.

- A. Industrial Injuries and Accidents.

1. Employees shall report any work related injury or illness which requires medical treatment to the appropriate department supervisor as soon as physically possible. Supervisors must complete, by law, an OSHA Form 301 incident report and turn it in to the Administrative Services Department.
  2. Employees shall report any work related injury or illness which does not require medical treatment to the appropriate department supervisor as soon as possible, in any event by the end of the employee's shift during which the injury or illness occurred. Supervisors must complete, by law, an OSHA Form 301 incident report and turn it in to the Administrative Services Department.
- B. **Accident Reporting.** Employees shall report any accident which results in any injury or property damage to other parties to the appropriate department supervisor as soon as physically possible.
- C. **Medical Treatment.** Any employee suffering from any work related injury or illness which requires emergency medical treatment shall immediately seek such treatment from a City designated physician or medical facility.
- D. **Leave of Absence for Industrial Disability Qualification.** An employee suffering a work related injury or illness which disables that employee from the performance of regular job duties, may request a leave of absence for industrial disability. Such a request may be submitted in the form of a worker's compensation claim. Any dispute regarding such claim shall be resolved in the appropriate jurisdiction as defined by statute or policy.
- E. **Compensation for any employee on a leave of absence pursuant to the worker's compensation sections of the California Labor code may have accumulated sick leave, vacation, and compensatory hours prorated to supplement temporary disability compensation payments provided that the total amount does not exceed the employee's base monthly salary.**
- F. **Temporary light duty.** The City may make jobs available for the employee who can perform light duty assignments approved by the employee's physician and the City.

### **ARTICLE 13 - LEAVE OF ABSENCE**

A leave of absence is time away from work at the request of the employee. As used in this Article, leave of absence does not include vacation, compensatory time off, sick leave, industrial disability, holiday, or administrative leave.

- A. An employee who has successfully completed the original probationary period may

request, and the City may grant, a leave of absence. Requests for leave in excess of thirty (30) days must be approved by the City Manager (Inability to return to work after an employee's sick leave has been exhausted shall be considered an urgent and substantial reason for the granting of a leave of absence).

- B. Employee use of leave of absence for purpose other than that requested shall be considered as an employee's automatic resignation from City service.
- C. The City shall have sole discretion in approving or disapproving any employee request for a leave of absence or in granting any pay or benefits.
- D. An authorized leave of absence shall not be deemed a break in City service.
- E. As approved by the Fire Chief an employee may return to work prior to the expiration of a leave of absence.
- F. Military leave shall be granted in accordance with the provision of appropriate law. The City shall be allowed the opportunity, within the limits of law and military regulations, to determine when such leave shall be taken.

#### **ARTICLE 14 – DISCIPLINE AND DISCHARGE**

No employee shall be disciplined or discharged without just cause.

##### **A. Purpose.**

1. To provide regular permanent employees subject to disciplinary actions with all rights to which they are entitled under the Constitution of the United States, the Constitution of the State of California and State and Federal Law including California Government Code and the Firefighters Bill of Rights.
2. To provide an orderly procedure for notice, pre-action response meetings (Skelly), administrative review of minor disciplinary action and formal hearing on appeal of major disciplinary action.

##### **B. Definitions.**

1. **Major Disciplinary Actions:** Actions taken against a regular permanent employee by the appointing authority for just cause which include discharge, demotion, reduction in pay or suspension without pay for more than sixteen (16) hours for the same cause within any twelve (12) month period, or other discipline for which the law mandates notice and an opportunity for a hearing.
2. **Minor Disciplinary Actions:** Actions taken against a regular permanent employee by the appointing authority for just cause which include written reprimand, disciplinary transfer, disciplinary suspension with pay, or suspension without pay

up to and including sixteen (16) hours for the same cause within any twelve (12) month period.

3. **Parties:** The affected employee, the appointing authority or other members of supervision and management.
4. **Response (Skelly) Meeting:** An informal meeting in which the employee has the opportunity to respond to proposed charges prior to action. (The response normally is to a person with authority to resend the proposed actions.)
5. **Hearing:** A formal hearing held following an appeal of an employee of disciplinary action taken by the appointing authority.
6. **Notice:** Notice shall be given by personal delivery or by certified mail or, upon mutual agreement of the parties, by fax followed by regular mail.
7. **Service/Receipt of Notices/Orders.** The date of service/receipt of notices/orders shall be that date when the notice/order is actually received by the employee or that date when the last good faith effort at delivery is made and confirmed. Avoidance of service shall not waive time limits within this section.
8. **Day.** All days are calendar days unless otherwise specified.

**C. Time Limits**

1. Time limits specified throughout this procedure shall be strictly observed. Time limits may be modified only by mutual agreement of the parties in writing.

**D. Exclusive Procedure.**

1. This procedure shall be the exclusive procedure for taking disciplinary actions and appealing disciplinary actions against regular permanent employees.
2. The provisions of this disciplinary procedure shall supersede the procedures of the City ordinances or policies.
3. Disciplinary actions shall be subject to appeal only as outlined in section (h) of this article.

**E. Notice of Proposed Discipline.**

1. The employee shall be given written notice of a proposed disciplinary action, exclusive of a written reprimand, not less than five (5) days in advance of the date the action is proposed to be taken.
2. In an emergency situation, an employee may be suspended with pay or

temporarily reassigned without loss of pay for the period between the date notice is given and the date that action is taken (subject to the provisions of applicable law).

3. The notice shall contain:

- a. The reasons for the proposed action, including the rule(s) or regulations(s) or ordinance(s) violated and a complete explanation of the reasons.
- b. A copy of the charges and the recommended action.
- c. Notice that the employee is entitled to an opportunity to respond to the charges orally or in writing, or both, personally or by or with a representative, which may be an attorney, at the meeting with the appointing authority (or his/her designee).
- d. The date and the time of the response meeting with the appointing authority during which the employee and his/her representative shall have an opportunity to refute the charges or present facts which may not be known to management. The stated time and date herein may be moved to accommodate the employee's representative and agreed to by both parties.
- e. If the employee chooses not to participate in the response meeting and prefers to advance to appeal, he/she shall notify the appointing authority of his/her decision in writing. If no written response or request to advance to an appeal is received by the appointing authority by the time scheduled for the response meeting and the employee fails to participate in the response meeting, the appointing authority may proceed to order action and the employee shall be deemed to have waived all rights to hearing or appeal from any action taken. Failure to request an opportunity to respond shall constitute a failure to exhaust administrative remedies.
- f. Accompanying material. Copies of material on which the charges and recommendations are based shall accompany the notice.
- g. The employee may copy and inspect his/her personnel file.

F. Scheduling.

The date and time for the response meeting with the appointing authority may be rescheduled for good cause upon mutual agreement of the parties. If a response meeting is rescheduled after the proposed date of the imposition of the disciplinary action, the appointing authority shall not take the proposed action until

after full consideration of the information presented at the response meeting.

**G. Response (Skelly) Meeting.**

1. At the time and place set for the meeting giving the employee opportunity to respond, the employee may respond either orally and/or in writing, personally, or with a representative.
2. Neither the appointing authority nor the employee shall be entitled to call witnesses or take testimony.
3. At the meeting, the appointing authority may consider information contained in the charges and recommendations and other information, as well as information presented by the employee or his/her representative. If new information relating to new charges or recommendations is introduced or, if a theory constituting a new ground or occurrence as basis for discipline is alleged, the employee shall be entitled to a reasonable continuance to copy materials and respond to these new matters.
4. At the conclusion of the response meeting or within ten (10) days, the appointing authority shall issue an order, taking, amending, or determining not to take the action, and shall give written notice thereof to the employee, which shall include:
  - a. An explanation of the basis for the action;
  - b. The charges upheld or not upheld;
  - c. The effective date(s) of the imposed discipline if any;
  - d. A list of items upon which action is based or new documents, if appropriate; and
  - e. Notice of the employee's right to appeal.

**H. Appeal of Minor Disciplinary Suspension.**

1. If an employee has requested and participated in a response meeting with the Appointing Authority as set forth above, or notified the appointing authority of his/her desire to advance to appeal, the employee shall have the right to appeal the Appointing Authority's minor disciplinary suspension to the City. Such appeal may include the severity of the penalty imposed.
2. Nothing in this subsection shall prohibit a firefighter from exercising his/her rights under applicable law and/or the Firefighter Bill of Rights.
3. Filing of an appeal shall not stay the effective date of the order of disciplinary action.
4. A written demand for an appeal and hearing must be served on the Appointing Authority by the employee or his/her representative within ten (10) days of receipt

of the Appointing Authority's order affirming, reversing or modifying the proposed minor disciplinary suspension.

5. The failure to serve written demand for hearing within the prescribed period shall be deemed a waiver of the right to a hearing and the order of disciplinary action shall be final. Said failure constitutes a failure to exhaust administrative remedies.
6. The demand for hearing shall include:  
  
The specific grounds for appeal; and copies of materials on which the appeal is based.
7. Upon receipt of the written request for a hearing, the City shall schedule the matter for hearing. The employee and Appointing Authority shall have the opportunity to present evidence and argument related to the disciplinary suspension.
8. The hearing shall be conducted as a full evidentiary hearing, with full due process rights, including the right to present witnesses, present evidence, and cross examine opposing witnesses, the right to counsel, and findings to support the decision.
9. The City shall conduct a hearing and shall, within fifteen (15) calendar days of the conclusion of the hearing (and submission of briefs, if any), render a written decision and/or order.
10. Any decision of the City shall be final and binding on the parties and shall not be subject to appeal.

## **ARTICLE 15 – STRIKE TEAM ASSIGNMENTS AND COMPENSATION**

Employees assigned to an engine or a strike team within the State Mutual Aid or Officer of Emergency Services Mutual Aid system shall receive full salary as if he/she is at work at the station. The remaining personnel shall be required to pick up the On Call Duty Schedule while the emergency exists.

## **ARTICLE 16 - OUTSIDE EMPLOYMENT**

- (A) The intention, construction and application of this Section shall be to provide guidelines for employees who wish to secure outside employment so that such outside employment does not create the appearance and/or existence of a conflict of interest and/or incompatible activities involving an employee's obligations and responsibilities to the City. Each situation will be determined based upon all factors relevant to that particular situation.

(B) Outside employment is defined as any paid employment performed by an employee in addition to his/her job with the City.

(C) An employee contemplating outside employment shall notify his/her appointing authority in writing in advance of commencing such employment. Any employee currently holding outside employment shall so notify the appointing authority. The notification shall contain the name of the employer (or statement of self-employment), the hours worked, the nature and duration of employment.

The appointing authority shall disapprove outside employment if the employment is in violation of any provisions of this section. In all other instances, the appointing authority shall approve or disapprove outside employment in accordance with this Section.

(D) The appointing authority shall consider all relevant factors, including but not necessarily limited to the following:

(1) Whether such employment would interfere with or be inimitable to the efficient performance of the employee's duties with this City.

(2) Whether such employment would involve a conflict of interest or conflict with the employee's duties with the City.

(3) Whether such employment would involve the performance of duties that the employee could or should perform as part of his/her employment with the City.

(4) Whether such employment would occur during the employee's regular or assigned working hours.

(5) Whether such employment would interfere with satisfactory service because of time away from the job or cause physical or mental fatigue, which impairs regular service.

(6) Whether such employment would be compatible with the proper discharge of City duties, and shall not tend to impair judgment or action in the performance of such duties.

(E) An employee shall not utilize in such employment any City tools, equipment, manuals, or other materials, nor shall the employee utilize any documents, reports or other information obtained in the course of his/her employment with the City or otherwise using City tools, equipment, manuals or other materials, which are not made available by the City to the general public upon request

(F) The outside employment of full-time personnel whose duties are not readily

confined to a standard workday and/or workweek may necessarily be restricted. Because of the nature of job duties, flexibility of hours and potential for conflict of interest, certain employees may be restricted from accepting outside employment.

- (G) Employees not following the above provisions are subject to disciplinary action including, but not limited to, written reprimand, suspension without pay, and termination of employment.

#### **ARTICLE 17 - NON-DISCRIMINATION**

The City or the Association shall discriminate against any employee or applicant for employment because of race, color, creed, age, sex, or national origin.

Accepted for submittal to the City Council on the 1st day of June, 2016.

BY:   
John W. Donlevy, Jr., City Manager

Approved by the members of the Fire Department on the Two day of June, 2016.

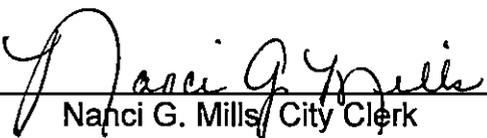
BY:   
Association Representative

BY: \_\_\_\_\_  
Association Representative

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the 7<sup>th</sup> day of June, 2016

  
Cecilia Aguiar-Curry, Mayor

ATTEST:

  
Nanci G. Mills, City Clerk