



MEMORANDUM OF UNDERSTANDING

BETWEEN THE
CITY OF RIO
VISTA

AND THE

RIO VISTA PROFESSIONAL FIREFIGHTERS'
ASSOCIATION

July 1, 2021 to June 30, 2024

October 19, 2021
Adopted by Resolution 2021-071

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PREAMBLE

This agreement ("Agreement") is entered into by and between the City of Rio Vista ("City") and the Rio Vista Professional Firefighters' Association ("RVPFA," "the Association," or "the Union") as the exclusive representative for all matters relating to terms and conditions of employment pursuant to Government Code Section 3500, *et seq.* and the City's Personnel Rules and Regulations. The parties have met and conferred in good faith, and having reached agreement as set forth herein, it is the parties' intent to set forth their entire agreement regarding wages, hours, and other terms and conditions of employment. Therefore, the parties shall submit this Agreement to the City Council with the joint recommendation that the Council adopts a resolution approving the memorandum and taking such other action as may be necessary to implement its provisions.

ARTICLE I TERMS, RECOGNITION AND RIGHTS

Section 1 Incorporation of Preamble & Effective Date

The terms and statements in the Preamble above are hereby expressly incorporated by reference in this Agreement, which are effective on July 1, 2021.

Section 2 Recognition

The City recognizes the Association as the exclusive representative for all matters relating to terms and conditions of employment pursuant to Government Code Section 3500. *et seq.* The Association is the exclusive representative for those classifications enumerated in Appendix A which are attached hereto and incorporated as part of this Agreement.

Section 3 Term of Agreement

This Agreement shall be effective from July 1, 2021 through June 30, 2024.

Section 4 Employee Rights

- A. Employees of the City shall have the right to join and participate in the activities of the Association for the purposes of representation on matters of employer-employee relations (i.e. wages, hours, and other terms and conditions of employment).
- B. All employees have the right to expect that they will be fully informed as to their duties and responsibilities; that they will be provided with adequate administrative and supervisory direction; that they will be informed as to how well they are performing their duties; that they will be encouraged and helped to improve their level of performance; that promotions will be made in a fair and impartial manner; that incompetence will not be tolerated; and that they will not be dismissed without justification.

Section 5 Association Rights

- A. The Association shall have the exclusive right to payroll deduction of dues for members of this bargaining unit. Bargaining unit member shall be entitled to have dues deducted by filing an authorization form with the City.
- B. An employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions (including health care deductions) have priority over Union dues.
- C. It shall be the sole responsibility of the Union to procure and enforce payroll deduction of dues.
- D. Hold Harmless: The Union shall indemnify, defend, and hold harmless the City, its employees and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, suits, judgements and other forms of liability arising out of the application and enforcement of this Section. In no event shall the City be required to pay from its own funds Union dues which the employee was obligated to pay, but failed to pay regardless of the reasons.
- E. Any Union member who notifies the City of their desire to discontinue dues or otherwise withdraw from Union membership shall be referred back to the Union. The City agrees to continue all dues deductions until notified of a deduction change by the Union.

Section 6 Management Rights & Responsibilities

Except as expressly modified or restricted by a specific provision of this Agreement, or as provided for by rights granted under the Meyers-Milias-Brown Act (MMBA) all statutory and inherent managerial rights, prerogatives, and functions are reserved and vested exclusively in the City, including, but not limited to the following rights: to determine the mission of the City's constituent departments; to set standards of service and productivity; to maintain the efficiency of operations; to determine the personnel, methods, means, facilities, and technology by which operations are conducted; to establish and determine the content of job classifications; to determine the procedures and standards of selection for employment and promotion; to manage, direct, and control employees and their work assignments; to counsel, reprimand, suspend, discharge, or otherwise discipline employees; to determine the number of employees to be employed; to transfer or lay off employees for lack of work or other legitimate reasons, or to recall laid off employees to work; to establish the starting and quitting time and the number of hours and shifts to be worked; to expand, reduce, alter, combine, or cease any job, department, operation or service; to subcontract, contract out, close down, or relocate the City's operations or any part thereof; to adopt, implement, enforce and (from time to time) modify or rescind safety and work rules and regulations; to take all necessary actions to carry out its mission in emergencies; and to take whatever other action is necessary or advisable, in the City's discretion, to determine, manage, and fulfill the mission of the City.

Section 7 Probationary Period

Any candidate appointed to a position in this unit, including promotional appointments, shall be on probation for a period of twelve (12) months from the date of appointment. During this time, the employee's supervisor and the Fire Chief shall appraise the employee's conduct, performance, attitude, adaptability, and job knowledge and shall determine whether the employee is fully qualified for permanent status. The probationary period shall be regarded as part of the testing process and shall be utilized for observing closely the employee's work, for securing the most effective adjustment of new employee to their position and for releasing any probationer whose performance does not meet the required standards of work. The probationary period does not include time served under a temporary appointment. A period of time on leave totaling more than two calendar weeks for any reason is not counted toward completion of the probationary period. The immediate supervisor shall prepare a report at the end of each six (6) month period covering the employee's performance and conduct, and shall review the report with the employee before submitting it to the Fire Chief. The City Manager upon written request by the Fire Chief may grant an extension of the probationary period to a maximum of six (6) months beyond the normal end of the probationary period. An employee serving their initial probationary period (as distinguished from promotional probation) may be released from employment at any time for any reason, with or without cause, and without right of appeal.

Section 8 Reduction in the Work Force

- A. In the event that the City determines layoffs will occur, the City Manager or designee shall meet and confer with RVPFA representatives prior to the implementation of layoffs regarding the impact(s) of such layoffs.
- B. Whenever the City has determined that it is necessary to abolish any position or employment, layoffs shall be implemented according to departmental seniority based upon full-time hire date so that employees with the least seniority within the department shall be laid off first, without regard to rank or classification. In the event that a reduction in force results in the need for a redistribution of employees from superior ranks to lower ranks, such reductions shall be accomplished by reducing in rank those employees with the least tenure in the affected rank counting from the employee's date of promotion. Said employee(s) may be demoted to any position in the department in which they previously held or to any lower classification in which the employee(s) meet the minimum qualifications provided they have more seniority than the incumbents in that classification.
- C. In the event that a layoff or reduction in rank takes place, any affected employees shall have their names placed on a re-employment list for the classification(s) laid off or reduced from in the reverse order of their layoff or reduction. Such list shall be used by the appointing authority to fill vacancies which occur up to two (2) years following the layoff or reduction.
- D. The City shall submit the names of any employees that have been laid-off to the California Fire Fighter Joint Apprenticeship Committee ("CFFJAC") Displaced Firefighter List.

Section 9 No Discrimination

- A. No employee shall be demoted or dismissed, or in any way discriminated against because of race, color, religion, creed, sex, pregnancy, childbirth or related medical condition, ancestry, citizenship, national origin, age, marital status, sexual orientation, physical or mental disability, medical condition, genetic characteristics or any other characteristic protected by federal, state, or local law.
- B. Neither the City nor the RVPFA shall interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercise of their rights to engage or not to engage in any activities pursuant to Section 3500 et seq. of the Government Code.

Section 10 Grievance Procedure

Disputes qualifying as "grievances" under the City's Personnel Rules are subject to the Grievance Procedures specified in the Personnel Rules. (Reference Personnel Rules and Regulations, Rule XVII in effect April 18, 2013.)

ARTICLE II COMPENSATION

Section 11 Salary Adjustments

- A. The 2021 salary adjustment for employees covered by this MOU will be 3% and the effective date will be retroactive to July 1, 2021.
- B. The 2022 salary adjustment for employees covered by this MOU will be 2.0% and the effective date will be July 1, 2022.
- C. The 2023 salary adjustment for employees covered by this MOU will be 2.0% and the effective date will be July 1, 2023.

Section 12 Longevity Pay

- A. An employee will receive a 2.5% longevity step increase to an employee's base salary when an employee completes his or her 7.5 years of service.
- B. An employee will receive a 2.5% longevity step increase to an employee's base salary when an employee completes his or her 10 years of service.
- C. An employee will receive a 2.5% longevity step increase to an employee's base salary when an employee completes his or her 12.5 years of service.
- D. An employee will receive a 2.5% longevity step increase to an employee's base salary when an employee completes his or her 15 years of service.
- E. Employees will receive a 2.5% longevity step increase to an employee's base salary when an employee completes his or her 17.5 years of service.
- F. Employees will receive a 2.5% longevity step increase to an employee's base salary when an employee completes his or her 20 years of service.

- G. Employees will receive a 2.5% longevity step increase to an employee's base salary when an employee completes his or her 25 years of service.

Section 13 Paramedic Pay

- A. Effective July 1, 2021, Employees who possess a current and valid paramedic certificate for Solano County will receive \$600 per month.
- B. Effective July 1, 2022, Employees who possess a current and valid paramedic certificate for Solano County will receive \$700 per month.
- C. Effective July 1, 2023, Employees who possess a current and valid paramedic certificate for Solano County will receive \$750 per month.
- D. Employees who receive paramedic certification pay will not be eligible for Emergency Medical Technician pay.

Section 14 EMT Pay

Emergency Medical Technician (EMT) Pay: Employees who possess a current and a valid EMT Certificate will receive \$125 per month.

Section 15 Out of Grade Pay

- A. City to pay 5% out of grade pay for Captains acting as Battalion Chief when Fire Chief is unavailable for more than 24 hours, or at the discretion of the Fire Chief or City Manager. Unavailability of the Fire Chief to be determined by the City Manager.
- B. City will pay 5% for engineer who is moved up to acting captain in the interim.
- C. City will pay 5% for firefighter who is moved up to act as Engineer in the interim.

Section 16 Call Back Pay

Employees covered by this Agreement shall receive Call Back Pay whenever they are required to return to work outside of their regularly assigned shift for incident response or special event coverage. The employee shall receive a minimum of two (2) hours of Call Back Pay per call back incident/special event; if the period of the call back extends beyond 2 hours, the employee shall be paid for the hours worked. Call Back Pay shall always be paid at the overtime rate.

Section 17 In-Lieu Holiday Pay

- A. The City's Personnel Rules specify the holidays the City shall observe, except that only Presidents' Day (rather than both Lincoln's and Washington's birthdays) shall be observed in February. In addition, each employee is entitled to a one-day "floating holiday" for his or her birthday, which can be used at any time during the year (subject to appropriate prior approval by a supervisor), but may not be carried over from one year to the next.
- B. Employees in this unit, whose services are needed and required in the interest of the public health, safety or general welfare, shall be paid for the holidays in lieu of accumulating holiday hours. The holiday pay shall be pro-rated to be paid per pay period.
- C. Currently, there are 180 pay hours in the listed holidays. They shall be paid at the rate of four (6.92) hours of straight time pay each pay period. If other holidays are added, these hour figures will be adjusted accordingly.

Section 18 Uniform & Equipment Pay

- A. A uniform allowance shall be paid by the City at the rate of \$1000.00 per employee per year.
- B. The City shall provide safety equipment and boot allowance of \$1000.00 per employee per year.
- C. Employee, after receiving the initial uniforms, boots, and safety allowance upon initial hiring, shall receive the uniform and boot allowance on a prorated basis (1/26 from that point forward. This amount is to be included in each payroll check.
- D. For newly-hired employees who join this bargaining unit, the City will provide the equipment and benefits listed in Sections A-C above upon the date of hire.

ARTICLE III HOURS OF WORK AND OVERTIME

Section 19 Designated Work Period/Work Cycle

For employees under this Agreement, the normal work period will be fourteen (14) consecutive days. The normal period of work cycle will be two 96-hour bi-weekly pay periods followed by one 144- hour bi-weekly pay period.

Section 20 Work Scheduling

Employees covered by this Agreement shall be assigned to a 48/96 work schedule. This schedule consists of working two consecutive 24- hour shifts followed by four consecutive days off.

Section 21 Overtime and Overtime Pay

- A. FLSA Overtime. The Association agrees that the City has adopted the 7(K) exemption for purposes of FLSA overtime. As such, the City agrees to pay FLSA overtime at the rate of one and one-half an employee's regular rate of pay for each hour worked in excess of 106 hours in a 14-day work period.
- B. Non-FLSA Overtime. All extra shifts (or time) worked (over and above the either 96 or 144 hours) either pre-scheduled or mandatory in a 14-day work period shall be paid at the overtime rate irrespective if 106 hours were accumulated from normal shifts or not.
- C. Overtime Pay. Overtime may be paid in actual pay or in compensatory time off at the employee's option, subject to Section 22 below.

Section 22 Compensatory Time Off

Compensatory time may be accumulated to a maximum of two hundred forty (240) hours unused compensatory time during a compensatory time year. Once an employee reaches this cap, he or she must take any overtime as pay rather than CTO until he or she uses CTO and falls back below the accrual cap of 240 hours.

ARTICLE IV LEAVES

Section 23 Vacation Leave

- 1. Vacation leave shall be earned in accordance with the following schedule. The reference to "days" means one twenty-four (24) hour shift.
 - a. For the first three years of service, employees shall earn and be credited with vacation leave at the rate of six (6) days per year.
 - b. Commencing with the fourth year employees shall earn and be credited with vacation leave at the rate of seven and one-half (7.5) days per year.
 - c. Commencing with the eighth year employees shall earn and be credited with vacation leave at the rate of nine (9) days per year.
 - d. Commencing with the twelfth year employees shall earn and be credited with vacation leave at the rate of ten (10) days per year.
 - e. Commencing with the sixteenth year employees shall earn and be credited with vacation leave at the rate of eleven and one-half (11.5) days per year.
 - f. Commencing with the twentieth year and beyond, employees shall earn and be credited with vacation leave at the rate of twelve and one-half (12.5) days per year.
- 2. Vacation time shall be accrued and computed on a bi-weekly basis. An employee may accrue vacation up to an amount equal to the employee's entitlement for two (2) years of service.

3. Use of vacation is determined by the Fire Chief with regard for the wishes of the employee and particular regard for the needs of the City. Each employee is encouraged to take at least one (1) week vacation at a time. A vacation may not be granted in excess of that accrued at the time vacation is granted.
4. Time previously charged as vacation leave may be changed to sick leave upon submission of a doctor's certificate that the employee was ill and unable to work.
5. Accrued vacation is a vested benefit. Upon separation from City service, an employee is entitled to be paid for vacation leave earned and accrued as of the effective date of termination. When separation is caused by death, payment equivalent to accrued vacation shall be made to the employee's estate.
6. Accrued Vacation Cash Out. Employees may apply to cash out 50 hours of accrued CTO/vacation on January 2, April 1, July 1, October 1, of each year, subject to City Manager approval based on then-current fiscal conditions, and subject to maintaining a minimum of 100 hours of accrued leave on the books. Employees may submit their cash out request two weeks prior to the dates listed above to allow finance time to process the requests.

Section 24 Sick Leave

1. All employees shall receive up to twelve- (12) day's sick leave credit per year earned at the rate of one (1) days for each calendar month of service. "Days" of sick leave means 12-hour days. Employees hired prior to 3/17/15 may accumulate unlimited sick leave. Any employee hired on or after 3/17/15 may only accrue sick leave up to 2000 hours. Sick leave may only be taken if it has been earned.

Accrual rates for sick leave shall be increased by a factor of 1.4 to reflect the FLSA alternative 28-day work period.

2. Accrual of sick leave for full-time employees begins the first day of the month following the employee's completion of one (1) month of service. An employee earns sick leave with pay. It is not earned by an employee on unpaid leave.
3. A full-time employee or part-time employee who qualifies for sick leave accrual may take paid sick leave after the completion of ninety- (90) day's service.
4. Sick leave is not a right which an employee can use at his or her discretion, but a privilege which is allowed only in the case of illness, death in the family, bodily injury, exposure to contagious disease, medical or dental appointments, or attendance upon seriously ill members of the employee's immediate family. To be paid for sick leave, an employee must notify an on-duty supervisor (or the City Manager in the absence of a supervisor) at least one (1) hour prior to the beginning of his or her assigned shift or duty. The Fire Chief may waive this requirement upon presentation of a reasonable excuse by the employee. The City Manager shall cause to be maintained sick leave records of all City employees.
5. While absent from duty because of sickness or disability, the employee shall remain

at his or her residence or place of confinement unless as follows:

- a. To seek medical aid;
 - b. To pick up medication; or
 - c. To travel to a place authorized by a physician.
6. No employee shall feign sickness or injury or deceive a representative of the City as to his or her real condition.
 7. When an employee returns to duty after a three (3) day absence chargeable to sick leave, the City Manager or the Fire Chief may require a signed statement from a doctor or dentist that the employee was incapacitated and unable to perform his or her duties throughout the entire period of sick leave. If the statement is not filed, the employee is not entitled to be paid for sick leave unless the City Manager grants a waiver. In case of frequent use of sick leave, or a pattern of sick leave abuse is suspected, an employee may be requested to file a physician's statement for each illness regardless of duration. An employee may be required to take an examination by a physician mutually agreed to by the City and the employee, if requested by the City, and/or shall authorize consultation with his or her own physician concerning his or her illness. On the basis of authoritative medical advice, the City Manager shall determine whether an employee is physically incapacitated for the duties of his or her position and may take the action he/she considers appropriate.
 8. An employee may use accumulated sick leave to attend a seriously ill member of his or her immediate family, up to a maximum of six (6) days a year. This includes time off in order to take a member of his or her immediate family to or from the hospital. In addition, accumulated sick leave may be used with prior approval of the Fire Chief for critical illness in the family when death appears to be imminent. Sick leave granted under this subsection shall be indicated on the employee's time sheet and personnel records accordingly.
 9. After three (3) years of service upon separation or retirement employee will be paid 50% of accumulated sick leave not to exceed payment for more than 480 hours.

Section 25 Family and Medical Leave

Pursuant to the City's Personnel Rules and policies, employees shall be entitled to Family and Medical Leave in accordance with federal and state law.

Section 26 Pregnancy Disability Leave

Pursuant to the City's Personnel Rules and policies, employees shall be entitled to Pregnancy Disability Leave in accordance with federal and state law.

Section 27 Bereavement Leave

Pursuant to the City's Personnel Rules, employees are entitled to a bereavement leave following the death of an immediate family member, and shall obtain the Fire Chiefs approval for the period of absence. In determining the period of such leave, the relationship of the deceased to the employee

and the amount of necessary travel involved, if any, shall be considered. In no event shall bereavement leave exceed five (5) working days. "Immediate Family" is defined as wife, husband, domestic partner, son, daughter, mother, father, brother, or sister of employee, parent of a spouse or domestic partner, and close blood relatives or close relatives living in the employee's household.

Section 28 Industrial Accident and Illness Leave

1. An employee suffering an injury for illness arising out of and in the course and scope of their employment shall be entitled to leave pursuant to Labor Code Section 4850.
2. When Labor Code Section 4850 benefits have been exhausted, other accrued paid leave may then be used as provided by the Rio Vista Personnel Rules and Regulations. An employee who is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use that amount of their accumulated and available normal vacation leave and accumulated Compensatory Time Off, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
3. Once an employee on Industrial Accident or Illness leave is able to return to an unrestricted work schedule, as verified by a licensed physician, they shall be reinstated in a nequivalent position without loss of accrued longevity benefits or seniority.

Section 29 Light Duty

1. Any employee who has previously been off duty due to injuries, illness or other medical reasons, who have been medically released by a doctor for light duty, may be assigned light duty. All light duty must be approved by the City Manager.
2. Light duty will not be approved unless there are specific duties to be performed relative to the qualifications of the affected employee.

Section 30 Jury Duty

Pursuant to the City's Personnel Rules, employees shall be granted leave of absence in order to serve jury duty without loss of pay for the time the employee is required to perform such duties. If the terms of such jury duty permits, the employee is expected to work a partial day. Employees are required to remit to the City any monies earned as a juror, excepting mileage reimbursement.

Section 31 Civil Subpoena Leave

A leave of absence shall be granted to an employee who has been served a subpoena to appear as a witness in a court case. Requests for leave of absence to serve as a witness shall be made by presenting the official court summons to the employee's immediate supervisor. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to the City. The witness fee assigned to the City does not include the Court's reimbursement to the employee for transportation expense.

Section 32 Military Leave

Pursuant to the City's Personnel Rules, employees shall be granted military leave in accordance with federal law and the California Military and Veterans Code. Request for military leave shall be submitted to the Fire Chief in writing, with a copy to the City Manager's office, accompanied by military leave orders two (2) weeks prior to the leave starting date except in the case of state or national emergency.

Section 33 Authorized Leave of Absence without Pay; Days Off Without Pay

- A. Employees may seek an authorized leave of absence without pay in accordance with City's Personnel Rules. An authorized leave of absence without pay is defined as five (5) or more consecutive days. Such leave shall not be construed as a break in service or employment, but vacation and sick leave credits, health and retirement benefits, salary increases and similar benefits shall not accrue to an employee on leave without pay. Any personal health or life insurance carried by the employee through the City may, with the carrier's and the City's approval, be continued at the expense of the employee on personal leave.
- B. An employee seeking an authorized leave of absence without pay must make a written request to the Fire Chief for such leave, stating the date of the leave and the reason. Leave may be granted or denied based upon the needs of the City and the employee.
- C. No employee shall be granted more than one leave of absence without pay in any calendar year without the express written permission of the City Manager.
- D. Employees who have exhausted their sick leave, vacation leave and compensatory time accrued shall be allowed, at the discretion of the Fire Chief and with approval of the City Manager, to take up to a maximum of five (5) days per year off without pay. This shall not be considered the same as an authorized leave of absence without pay.

Section 34 Unauthorized Leave of Absence

Pursuant to the City's Personnel Rules, an unauthorized leave of absence is treated as time not worked and is grounds for disciplinary action, including dismissal, unless the employee furnishes reason satisfactory to the Fire Chief and the City Manager for not having obtained an authorized leave of absence.

ARTICLE V INSURANCE

Section 35 Medical Insurance/Prescription Plan

- A. The City currently provides a health insurance/prescription plan with the City paying 90% of the medical premiums and the employee paying 10% of the medical premiums. Effective January 1, 2020, the City will continue to pay 90% of the medical premiums for employee only with a cap of \$1000 per month and 90% of the medical premiums for employee plus 1 dependent with a cap of \$1750 and 90% of the medical premiums for employee plus 2 or more dependents with a cap of \$2500.
- B. Any employee waiving medical insurance coverage from the City shall receive a cash

back monthly benefit in lieu maximum of \$750. Any employee waiving the employee healthcare coverage must show evidence of insurance coverage.

Section 36 Dental Insurance

The City currently provides a dental insurance plan at City expense. The City will continue to provide such benefits through the same (or substantially equivalent) plan during the term of this Agreement.

Section 37 Vision Insurance

The City currently provides a vision insurance plan at City expense. The City will continue to provide such benefits through the same (or substantially equivalent) plan during the term of this Agreement.

Section 38 Life Insurance

The City provides, at its cost, a minimum \$25,000 life insurance policy for all employees in this bargaining unit. Employees also have the option to acquire, through the City, additional life insurance coverage in an amount up to one year's salary at their own cost.

Section 39 Health Savings Account

- A. The City will work with the Association to establish a Health Savings Account (HSA). This HSA will be funded as follows:
 - 1. Effective upon approval of the MOU and implementation of the HSA, the City will contribute \$500 per Association member into the HSA.
 - 2. Effective January 1, 2022, all Association members will have the option of using up to 40 hours of accrued sick leave to fund the HSA.
 - 3. Effective July 1, 2022, the City will contribute \$1,500 per Association member into the HSA.
 - 4. Effective January 1, 2023 all Association members will have the option of using up to 40 hours of accrued sick leave to fund the HSA.
 - 5. Effective January 1, 2024 all Association members will have the option of using up to 40 hours of accrued sick leave to fund the HSA.

Section 40 Retiree Medical Insurance/Prescription Plan

- A. Employees who have completed ten or more years of service with the City of Rio Vista Fire Department and retire from the City of Rio Vista Fire Department shall earn two percent (2%) for each year of service not to exceed fifty percent (50%) of the value for the employee only retiree healthcare selected by the employee.
- B. The caps will be set at 50% of the highest monthly premium using Kaiser.

C. There will be no monies available for members who elect to not participate in the City sponsored healthcare.

D. This benefit shall expire when the employee reaches Medicare age.

ARTICLE VI RETIREMENT

Section 41 Classic Employees

Employees hired on or before 12/31/12 and deemed a "Classic" member by CalPERS receive a retirement based on 2% at 50 years old.

Section 42 PEPRA Employees

Employees hired on or after 1/1/13 and deemed a "PEPRA" member by CalPERS receive a retirement formula based on 2.7% at 57 years old.

ARTICLE VII MISCELLANEOUS PROVISIONS

Article 43 Business Cards

The City agrees to have business cards printed for each Captain or Company Manager and to re-order cards when the Captain or Company Manager's supply is sufficiently low. Said cards will be of uniform style determined by the City Manager.

Article 44 Severability

If any provision of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with enforcement of any provision shall be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

Article 45 Conflict with Personnel Rules/Policies

In case of any material conflict between this Agreement and approved policies and procedures the provisions of this Agreement shall govern.

The parties agree that the terms and conditions of this Agreement are intended to supersede any prior negotiations or contractual provisions. It is recognized that there may be circumstances which could render certain provisions of this Agreement inoperable or create conflicts among the provisions of this Agreement and which (a) were not contemplated at the time of executing this Agreement, or (b) arise beyond the control of the parties, such as requirements of federal or state law, city voter initiatives, or similar matters. In the event of such circumstances, the parties shall meet and confer in good faith to harmonize any conflicts or address any provisions rendered inoperable.

DATED: 1/13/2020

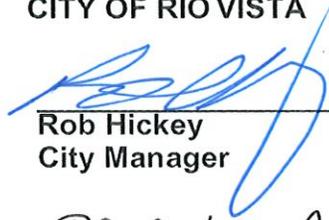
RIO VISTA PROFESSIONAL
FIREFIGHTERS'
ASSOCIATION



Brandon Wilson
Rio Vista Professional Firefighters'
Association

DATED: 10/28/2021

CITY OF RIO VISTA



Rob Hickey
City Manager



Philip A. Wright
Chief Negotiator

APPENDIX "A"

The following classifications of full-time employees are covered by this Agreement as positions within the Fire Employees' Bargaining Unit ("Unit"). This Appendix shall be updated as classifications are amended, reclassified or in the event that the City Council adopts a new classification and allocates that position to this Unit.

- Fire Captain
- Paramedic/Firefighter
- Firefighter/Engineer