

Finding #1: The contract between the City of Vallejo and IAFF allows for an ambiguous interpretation and possible abuse of Local 1186 business leave.

Response: We agree with this finding.

Recommendation #1: When the City and Local 1186 renegotiate the contract, there should be a clear understanding of “union business leave” between both parties prior to signing.

Response: This recommendation has not yet been fully implemented. The City agrees that once the new contract is negotiated (current contract expires July 1, 2010) there should be clearer language regarding the administration of union business leave. In the meantime, the Fire Chief will meet with the union to ensure procedures are in place for his approval of future leave requests.

Finding #2: During the investigation, documents indicated approximately 90% of Local 1186 business leave taken, required a replacement employee paid at time and a half.

Response: We have not been provided the documentation that is the basis of this finding and, therefore, neither agree nor disagree with the finding.

Recommendation #2: The Vallejo City Manager and Fire Chief should evaluate overtime procedures jointly and agree on procedures to keep all overtime costs within the negotiated budget and continue to monitor and adhere to the contract.

Response: The recommendation requires further analysis. Most of the Fire Department overtime results from minimum staffing levels established in the union contract and insufficient staffing to deal with recurring absences from vacation, sick leave, etc. without calling people in on overtime. The City Manager and the Fire Chief are exploring ways to mitigate the impact of union business leave without violating the current contract and are meeting with the union to discuss alternatives. This process is expected to be concluded by October 1, 2006.

Finding #3: On a regular basis, the Fire Chief does not exercise the contract guidelines of two to five days' notification when granting requests for Local 1186 union business leave. Perpetual use of the waiver clause has caused the two to five days notification requirement to become meaningless.

Response: The City agrees with the finding.

Recommendation #3: The Fire Chiefs use of the waiver of the two to five day notifications should not be the norm, but an exception. Steps need to be taken to enforce the contract.

Response: The recommendation has been implemented. The City agrees that the waiver of the two to five day notifications should not be the norm, but an exception.

Finding #4: Although the time required for Local 1186 union business leave was less than 24 hours, there were many occasions where employees on union business leave did not return to work to complete their 24-hour shift. The employee was paid for 24 hours as well as his/her replacement being paid time and a half out of the city overtime budget.

Response: The City agrees with the finding.

Recommendation #4: The City of Vallejo should negotiate in future contracts that employees only are paid for actual hours that were required to complete union business.

Response: The recommendation has been implemented. The leave should extend to only the period of time the Fire Chief approves as being reasonable for the purpose.

Finding #5: The Assistant Fire Chief is a management-level employee and also serves as the Local 1186 President.

Response: The City agrees with the finding.

Recommendation #5: The City of Vallejo should preclude management-level employees from holding “rank and file” union offices, to eliminate any possible “conflict of interest.”

Response: The recommendation will not be implemented because the City has no legal authority to designate which positions in a bargaining group may or may not hold office in that group.