



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, California 95655 • Phone (916) 859-4300 • Fax (916) 859-3700

REGULAR BOARD MEETING AGENDA

THURSDAY, MARCH 10, 2022

4. Labor Negotiations - Memorandums of Understanding, Letter of Understanding, and Unrepresented Resolutions

**** PDF Separate Attachment for items A-D**

- A. Memorandum of Understanding by and between SMFD and the Sacramento Area Firefighters Local 522
- B. Memorandum of Understanding by and between SMFD and the Battalion Chief's Organization
- C. Memorandum of Understanding by and between SMFD and the Administrative Support Personnel (ASP)
- D. Resolution – Letter of Understanding by and between SMFD and the Single Role Paramedic Program (SRP)

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE**

**SACRAMENTO
METROPOLITAN FIRE DISTRICT**

AND

**THE
SACRAMENTO AREA FIRE FIGHTERS
LOCAL 522, I.A.F.F. (AFL-CIO)**

TERM OF AGREEMENT

January 1, 2022 through December 31, 2022

TABLE OF CONTENTS

CHAPTER I – ADMINISTRATION MATTERS.....	4
ARTICLE 1: PREAMBLE AND RECOGNITION.....	4
ARTICLE 2: UNION SECURITY.....	5
ARTICLE 3: JOINT LABOR-MANAGEMENT COMMITTEE	6
ARTICLE 4: UNION BUSINESS LEAVE	7
ARTICLE 5: [RESERVED].....	8
ARTICLE 6: DISTRICT RIGHTS.....	9
ARTICLE 7: POLICIES AND PROCEDURES.....	10
ARTICLE 8: SEPARABILITY AND ECONOMIC REOPENING.....	11
ARTICLE 9: TERMS OF AGREEMENT AND MODIFICATIONS.....	12
CHAPTER II – COMPENSATION	13
ARTICLE 10: WAGES.....	13
ARTICLE 11: INCENTIVES AND ALLOWANCES	16
ARTICLE 12: HAZ-MAT PROGRAM.....	19
ARTICLE 13: DISTRICT OVERTIME	23
ARTICLE 14: EMT CERTIFICATION AND RECERTIFICATION FOR SUPPRESSION PERSONNEL.....	24
ARTICLE 15: UNIFORM ALLOWANCE	26
CHAPTER III – BENEFIT PLANS	27
ARTICLE 16: HEALTH PLANS	27
ARTICLE 17: DENTAL/VISION PLANS.....	29
ARTICLE 18: RETIREMENT PLANS	30
ARTICLE 19: SICK LEAVE.....	32
ARTICLE 20: LONG TERM DISABILITY PLAN	34
ARTICLE 21: WORK-RELATED DISABILITY BENEFITS	35
ARTICLE 22: LIFE INSURANCE.....	37
ARTICLE 23: EMPLOYEE ASSISTANCE PROGRAM.....	38
CHAPTER IV – LEAVES AND HOLIDAYS.....	39
ARTICLE 24: VACATION AND PTO LEAVES.....	39
ARTICLE 25: [RESERVED].....	45
ARTICLE 26: PERSONAL LEAVE	46
ARTICLE 27: JURY DUTY	47
ARTICLE 28: RECOGNIZED HOLIDAYS	48
ARTICLE 29: CONVERSION OF HOURS AND REPORTING OF ACCRUED TIME OFF BENEFITS	50
CHAPTER V – HOURS, SCHEDULES, TRANSFERS AND STAFFING	51
ARTICLE 30: DUTY HOURS AND SCHEDULE	51
ARTICLE 31: FILLING NECESSARY SHIFT VACANCIES	52
ARTICLE 32: REQUESTS FOR TRANSFER AND STATION BIDDING	57
ARTICLE 33: SHIFT TRADES	61
CHAPTER VI – PROBATION, PROMOTION, DISCIPLINE GRIEVANCES	63
ARTICLE 34: PROBATIONARY PERIODS	63
ARTICLE 35: PROMOTIONS	64
ARTICLE 36: DISCIPLINARY ACTIONS	66
ARTICLE 37: GRIEVANCE PROCEDURE	69

CHAPTER VII – MISCELLANEOUS PROVISIONS	72
ARTICLE 38: EXPOSURE TO CONTAGIOUS DISEASE IN THE COURSE AND SCOPE OF EMPLOYMENT	72
ARTICLE 39: DRIVER’S EXAMINATION	73
ARTICLE 40: SAFETY	74
ARTICLE 41: SENIORITY	75
ARTICLE 42: REDUCTIONS IN FORCE AND RECALLS	76
ARTICLE 43: HOUSE FUND	78
ARTICLE 44: MILEAGE REIMBURSEMENT	79
ARTICLE 45: UNION BULLETIN BOARD	80
ARTICLE 46: DEFERRED COMPENSATION	81
ARTICLE 47: PERSONAL PROPERTY	82
ARTICLE 48: PHYSICAL FITNESS	83
ARTICLE 49: PARITY SURVEY	84
ARTICLE 50: LONGEVITY PAY	85
SIGNATURE PAGE	86

CHAPTER I **ADMINISTRATION MATTERS**

ARTICLE 1: PREAMBLE AND RECOGNITION

- A. This Memorandum of Understanding is entered into by and between the Sacramento Metropolitan Fire District, hereinafter referred to as the “District,” and the Sacramento Area Fire Fighters, Local 522, AFL/CIO, hereinafter referred to as the “Union.” It is the purpose of this agreement to achieve and maintain harmonious relations between the District and the Union in accordance with the provisions of the California Government Code Section 3500 et. seq. and the District’s resolution pertaining to employer-employee relations.
- B. This Memorandum of Understanding shall not be binding on either party until accepted on behalf of the District by motion or resolution of the Board of Directors and signed by the District’s Representative and on behalf of Local 522 by majority vote of the members of the Bargaining Unit, as evidenced by the signature of the Unit Representative on the agreement, and by majority vote of the Executive Board of Local 522, as evidenced by the signature of the Union’s President on this agreement.
- C. The agreements contained herein shall pertain only to those employees whose job classifications are included in the Bargaining Unit for which Local 522 had been formally recognized as exclusive representative.
- D. It being the intent of the parties that this Memorandum of Understanding set forth all agreements and understandings between the District and the Union pertaining to matters within the scope of representation, all prior agreements and understandings whether formal or informal, written or unwritten, shall be binding upon the parties only to the extent specifically provided for in this Memorandum of Understanding.
- E. The District hereby recognizes the Union as the exclusive bargaining unit for those employees occupying the classification titles listed in the schedule of wages contained herein. Excluded from representation by the Union shall be members of any other bargaining units exclusively recognized by the District and non-safety, part-time, temporary, resident, volunteer, management, and confidential employees of the District. The District agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to represented employees as authorized by law.

ARTICLE 2: UNION SECURITY

- A. It is recognized that all employees in the bargaining unit may or may not join the Union, at the individual's discretion and that no such employee shall be required to become a member of the Union as a condition of their employment or continued employment by the District.
- B. It is further recognized that the Union, as the recognized bargaining representative, provides through the representation process for the improvement of wages, hours and other terms and conditions of employment for all bargaining unit employees, whether Union members or not. The Union will timely inform the District when employees in the bargaining unit join or leave the Union. The District will thereafter deduct or cease to deduct Union dues as provided by law.
- C. The Union shall promptly refund to the District any amounts paid to the Union in error under this Section. The Union expressly agrees to indemnify and hold the District harmless from any and all claims, demands, costs (including any costs incurred by the District in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the District in the adoption or administration of this Section. This hold harmless and indemnity agreement shall include but not be limited to employee legal actions of any sort or nature against the District based upon or related to this Section. Further, in the event that the District undertakes disciplinary action against an employee pursuant to this Section, this hold harmless and indemnity agreement shall cover all costs and expenses, including any costs incurred by the District in defense of a lawsuit.

ARTICLE 3: JOINT LABOR-MANAGEMENT COMMITTEE

- A. The Union and the District agree to maintain and actively engage in a Labor-Management Relations Committee.
- B. The Committee shall be comprised of a balance of representation from represented employees, which may be from any bargaining unit with employees assigned to the District, and non-represented employees, which shall include the Fire Chief or his/her designee.
- C. The Committee shall be co-chaired by a representative from Labor and a representative from the District Administration.
- D. The purpose of the Committee is to deal with matters of general concern to employees and administrators of the District. The Committee may engage in discussion concerning matters of a Collective Bargaining nature. However, any agreement that may change the interpretation or application of this Agreement shall be subject to the ratification processes of the parties.
- E. The Committee shall meet on a quarterly basis, at a minimum.

ARTICLE 4: UNION BUSINESS LEAVE

- A. Subject to approval by the Fire Chief or his designees, the Union representative and/or designee shall be granted reasonable paid release time to conduct Union business directly related to the District's employer/employee relations.
- B. During a scheduled meet and confer session, a reasonable number of members of the employee's negotiating committee may be granted release time from a regularly scheduled twenty-four (24) hour shift and up to two (2) employees from day shift, without loss of compensation or other benefits for a reasonable period before and after any scheduled meet and confer session for the purpose of a caucus. Such release time shall include reasonable travel time to and from the employee's duty location and the scheduled meeting location.
- C. The Fire Chief does reserve the right to temporarily postpone or even cancel the session if conditions or circumstances are of a nature that adequate staffing of the District's emergency services would be adversely curtailed by the release of the affected personnel.
- D. The Union Officers and Unit Representatives and/or designee shall be granted leave from duty for Union business, provided that such leave does not reasonably interfere with or disrupt the workings of the District.
- E. The District will provide a total of 2000 hours per calendar year for Union Leave for the purpose identified in item D of this Section.
- F. The District shall provide an opportunity for the current Sacramento Metropolitan Fire District Union Vice President to work in a Day assignment. Should the Union waive this option, the District shall provide a total of 2000 hours per calendar year for Union Leave for the purpose identified in item D of this Section.
- G. Unused hours will roll over into the next calendar year. The maximum accrual will be a cap of 5000 hours.
- H. The union may request purchase of additional hours at the appropriate rate of compensation for an employee of like rank. Additionally employees may donate Vacation leave to the union leave account. Donated hours will reside in an independent account and shall not roll-over from year to year.
- I. The Local 522 Vice President will approve the use of Union Business Leave.

ARTICLE 5: [RESERVED]

ARTICLE 6: DISTRICT RIGHTS

The District retains all rights to manage, direct, and control its business in all particulars, except as such rights are expressly and specifically modified by the terms of this Agreement or any subsequent amendment. Those rights include, but are not limited to, the following:

- A. To determine the merits, necessity, nature, extent or organization of any service or activity conducted, as well as the right to determine and implement its public functions and responsibilities.
- B. To direct employees of the District.
- C. To hire, promote, transfer and assign qualified employees in positions within the District.
- D. To reprimand, demote, suspend or discharge employees for proper cause.
- E. To determine the District's budget and number of employees and the methods and technology of performing its work.
- F. To take whatever action may be appropriate to carry out its mission in situations of emergency.
- G. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities. It is not the intent to contract out any services currently provided by District employees.
- H. To make known to the Union and its members other reasonable rules and regulations the District may judge appropriate, prior to enforcing said rules and regulations the District will fulfill the requirements set forth under the Meyers-Milias Brown Act (MMBA).
- I. To establish and maintain performance programs and standards.

ARTICLE 7: POLICIES AND PROCEDURES

- A. The District Policies and Procedures concerning wages, working hours, terms of employment and/or working conditions shall become part of this Agreement. When any changes are proposed by the District or the Union to any of these policies, provided those changes affect wages, hours, or conditions of employment, the Union and the District shall meet and confer on those changes.
- B. Access to copies of the Policies and Procedures shall be made available to each employee, at his/her regular worksite. Additionally, a copy will be provided to the Local via Local 522 email at galvarado@sacramentofirefighters.com, or another designee of Local 522.

ARTICLE 8: SEPARABILITY AND ECONOMIC REOPENING

- A. If any article or provision of this agreement or any portion thereof or the application of such to any person or circumstance is inconsistent with applicable law or is otherwise held to be invalid by a court of a competent jurisdiction, the remainder of this agreement or the application of such portion to persons or circumstances other than those as to which it is held invalid shall not be affected.
- B. If at any time during the term of this Memorandum of Understanding, by reason of government or court action, or other legitimate reason beyond the control of the District, the District's general fund reserve is depleted to 9.0% or less of the total amount budgeted for general fund (also referred to as Fund 212A) expenditures and transfers out in the budget (Preliminary, Final, or Mid Year) of the Current Fiscal Year in effect at the time the District reserves the right to reopen the Memorandum of Understanding and to meet and confer on economic terms of this Understanding. Should the parties be unable to agree within one hundred and eighty (180) days from the date of their first meeting on the subject, the parties will enact District's Employer-Employee Relations Resolution.

ARTICLE 9: TERMS OF AGREEMENT AND MODIFICATIONS

- A. The terms and conditions of this Memorandum of Understanding are effective on January 1, 2022 and shall remain in full force and effect through December 31, 2022.

or

1. Until earlier amended, modified, or superseded by a properly executed and accepted Memorandum of Understanding between the parties;

or

2. In the event of an impasse in negotiations concerning an amendment or modification to the terms and conditions specified herein, by motion or resolution of the Board of Directors of the District.

or

3. In the event of an emergency, by notice from the Fire Chief or the Fire Chief's designee, subject to the right of the Union to subsequently meet and confer on the District's emergency actions;

or

4. In the event the Board of Directors approves any plan which calls for consolidation or reorganization with one or more other fire districts, only those articles of this Agreement impacted by the proposed consolidation or reorganization are subject to the meet and confer process upon written notice from the Union or from the District.

- B. During the life of this agreement any matter relating to the scope of representation pertaining to represented employees as authorized by law that is addressed in this agreement, may be negotiated by the parties BY MUTUAL AGREEMENT. If such negotiations conclude in an agreement ratified by the parties, the agreement will be added to this agreement for its duration. If such negotiations do not result in an agreement, this issue will remain unchanged.

- C. Re-openers

The District and the Union shall meet and confer over changes in the Federal Laws governing health care benefits subject to written mutual agreement.

CHAPTER II COMPENSATION

ARTICLE 10: WAGES

The pay policy is for the represented personnel in the following classifications of:

Firefighter

Fire Engineer

Fire Captain

Fire Inspector I

Fire Inspector II

Supervising Inspector

Deputy Fire Marshal

Fire Investigator I

Fire Investigator II

Supervising Investigator

Public Education Technician

Community Relations Specialist

Community Relations Coordinator

Geographic Information Specialist I and II

Shop Assistant

Parts Buyer

Fire Mechanic

Master Mechanic

All listed individuals will fall within the proposed compensation increase as agreed upon by both the District and the Union.

Base Wage Adjustments – January 1, 2022 through December 31, 2022:

Effective the first full pay period following the Board of Directors' adoption of the successor MOU, Local 522 members will receive a 4.0% base wage increase.

The monthly wage scale below includes the base wage increase.

- A. Represented personnel shall be compensated at the following monthly wage rates, or base hourly equivalent in accordance with the provisions of this Agreement and Fair Labor Standards Act, as amended. The base hourly equivalent is calculated by dividing the monthly rate by one twelfth (1/12) of 2,920 for suppression employees and one twelfth (1/12) of 2,080 for day employees.

Effective the first full pay period following adoption of the MOU

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Firefighter	6,206.02	6,512.48	6,833.84	7,171.42	7,526.45	7,898.90	8,290.06
Fire Engineer	7,555.11	7,928.81	8,321.20	8,733.52	9,165.79		
Fire Captain	8,455.74	8,874.28	9,314.00	9,774.91	10,259.50		
Fire Inspector I	5,605.59	5,880.90	6,171.15	6,475.09	6,793.99		
Fire Inspector II	7,558.83	7,932.56	8,324.94	8,737.26	9,169.51		
Supervising Inspector	8,459.47	8,878.01	9,317.74	9,778.65	10,263.23		
Deputy Fire Marshal	10,063.91	10,562.19	11,085.39	11,634.73	12,211.48		
Fire Investigator I	5,601.86	5,877.16	6,167.40	6,471.34	6,790.25		
Fire Investigator II	7,555.11	7,928.81	8,321.20	8,733.52	9,165.79		
Supervising Investigator	8,455.74	8,874.28	9,314.00	9,774.91	10,259.50		
Public Education Technician	4,980.28	5,224.41	5,481.03	5,751.34	6,034.11		
Community Relations Specialist	5,467.32	5,736.39	6,019.16	6,315.63	6,627.07		
Community Relations Coordinator	5,974.32	6,268.30	6,577.24	6,902.36	7,243.67		
Shop Assistant	3,849.18	4,037.27	4,235.36	4,443.36	4,661.37		
Parts Buyer	5,558.25	5,832.31	6,120.07	6,421.53	6,737.93		
Fire Mechanic	6,897.36	7,237.44	7,594.94	7,969.93	8,363.56		
Master Mechanic	7,672.20	8,050.88	8,449.51	8,868.04	9,306.53		

B. Step progressions will be annually.

C. Upon promotion, personnel shall receive a minimum of five percent (5%) salary increase, inclusive of all incentive pay. If the employee is promoted within sixty (60) days prior to the employee's anniversary date, the employee will be advanced to the next step, if appropriate, within current salary range, then be promoted to the next rank. All step progressions for promotional positions will be annually from date of promotion.

- D. Promotion from one job classification to another shall be contingent upon the existence of a vacancy, satisfactory demonstration of qualifications in a manner to be specified by the District and appointment by the Fire Chief. Persons promoted to a higher paying job classification shall start at the salary step of the new salary range which provides a minimum of five percent (5%) more than their previous base pay.

ARTICLE 11: INCENTIVES AND ALLOWANCES

A. Education Incentives

For an individual to earn the total allowable educational incentive, the individual must have registered, earned and obtained it through a nationally recognized institution of education that falls into the following agency:

1. United States Department of Education

<http://ope.ed.gov/accreditation/>

The same language is applicable for those who submit for an incentive that is “commensurate” with the knowledge and abilities of the job position held. The degree must have been obtained through a nationally recognized institution of education.

The submittals must include a sealed official transcript from the accrediting college. Each submittal will be reviewed on a case by case basis.

- a) Employees who possess an approved State Fire Marshal Certification in Certificate Programs eighty (80) hours or less shall receive an additional one-half of one percent (.5%) of base pay and from all other Certificate Programs one percent (1%) of base pay. FF1 and FF2 Certifications are excluded from the State Fire Marshal Certification Incentive.
- b) Fleet Maintenance employees who complete the requisite course work to be certified as a California Fire Mechanics Association/Emergency Vehicle Technician (EVT) Program Fire Mechanic shall receive an additional one percent (1%) base pay.
- c) In addition, Fleet Maintenance employees who complete the requisite course work to be certified as a California Fire Mechanics Association/EVT Program Fire Mechanic II shall receive an additional one percent (1%) of base pay.
- d) Also, Fleet Maintenance employees who complete the requisite course work to be certified as a California Fire Mechanics Association/EVT Program Fire Mechanic III shall receive an additional one percent (1%) of base bay.
- e) Fleet Maintenance employees who complete ASE certificates, other than those required to obtain the California Fire Mechanics Association/EVT Program Fire Mechanic I, II and III shall receive one-half of one percent (.5%) of base pay.
- f) Employees who possess a certificate in Fire Science or Fire Technology from a Community College shall receive three percent (3%) of base pay.
- g) Employees who possess one or more Associate Degrees shall receive a total of three and one-half percent (3.5%) of base pay for the degree(s). Multiple degrees will not result in more than 3.5%.

- h) Employees who possess an Associate Degree in Fire Science shall receive six and one-half percent (6.5%) of base pay.
- i) All above certificates and degrees, a through h, shall not exceed five percent (5%) for the first three (3) years of employment for new employees hired after April 1, 2011. After three (3) years of employment, all above certificates and degrees, a through h, shall not exceed six and one-half percent (6.5%) of base pay.
- j) Employees who possess a Bachelor of Arts Degree, Bachelor of Science Degree or Bachelor of Vocation Degree from an accredited college or university shall receive seven and one-half percent (7.5%) of base pay. All above certificates and degrees, a through j, shall not exceed seven and one-half percent (7.5%) of base pay unless the employee meets the requirements described in subsection (k) below.
- k) Employees who possess a Bachelor Degree in Fire Science shall receive ten and one-half percent (10.5%) of base pay. All above certificates and degrees, a through k, shall not exceed ten and one-half percent (10.5%) of base pay.

Suppression personnel who have obtained BA/BS degree in any field other than Fire Science and have obtained a Fire Science Certificate shall receive ten and one-half percent (10.5%) of base pay. .

If a non-suppression individual wishes to obtain the 10.5% incentive, they must have BA/BS, plus at least one of the following: a Fire Science Certificate, at least 30 units in Fire Science, or a certificate that requires at least 30 units that is commensurate with the knowledge and abilities of the job position held.

- l) The maximum amount an employee may receive in educational incentives is five percent (5%) for the first three (3) years of employment for new employees hired after April 1, 2011. After three (3) years, the maximum amount an employee may receive in educational incentives is ten and one-half percent (10.5%) of base pay.

B. Allowances

Employees assigned to the following special duty or who possess the following certifications shall have their base compensation supplemented by the amount shown:

- a) All employees who possess a current EMT-1 card will receive five percent (5%) of base pay.
- b) Paramedic Incentive:
 - a. Firefighter's paramedic incentive will calculate at 9.30% of base pay.
 - b. Engineer's paramedic incentive will calculate at 6.75% of base pay.
 - c. Captain's paramedic incentive will calculate at 6.10% of base pay.

- c) Employees in the Haz-Mat Program, as identified in Article 12, will receive five and one-half percent (5.5%) of base pay. Employees will not receive additional pay for certificates or degrees concerning Hazardous Materials.
- d) Vehicle maintenance personnel and Fire Prevention Personnel assigned to be on stand-by shall be paid two hundred dollars (\$200.00) per week or the daily pro-rate in addition to regular compensation and twelve (12) hours of PTO credit for duty on New Years Day, 4th of July, Thanksgiving Day, and Christmas Day. The normal deduction of eight (8) hours PTO for holidays shall not apply.
- e) Employees in the classifications of Master Mechanic, and Fire Mechanic shall have their base compensation supplemented by one hundred twenty-five dollars (\$125.00) per month tool allowance.
- f) Paramedics performing Field Training Officer (FTO) duties shall be compensated an additional Two Dollars (\$2.00) per hour for each hour training a Paramedic candidate.
- g) Fire Staff Premium:
 - a. Each 24 hour shift unit member assigned to a day assignment position for at least thirty (30) consecutive days shall receive a Fire Staff Premium equal to fifteen percent (15%) of their base monthly compensation; they will be entitled to work call-backs on regularly scheduled days off and partial call-backs (i.e., after 5:00 p.m. and before 8:00 a.m.) unless a need arises to change this practice, as determined by the Chief. The change may only occur after consultation with the Unit Representative. In addition, they will receive overtime pay calculated on base monthly compensation pay plus the Fire Staff Premium if hours worked are related to the day assignment, but not if related to a shift assignment (e.g., a call-back).

The hourly rate of pay for day assignments will be adjusted based upon the 2080 hour work year. All overtime worked for day assignments will be compensated at the adjusted rate. Call back for suppression shifts while assigned to days shall be compensated at the suppression hourly rate of pay, which is based upon a 2920-hour work year.

ARTICLE 12: HAZ-MAT PROGRAM

- A. The District retains the right of selection for personnel to be assigned to the Haz-Mat (HM) team subject to selection criteria of business necessity, seniority, and those that volunteer for the program.
- B. All shift assigned HM Specialist certificate holders assigned to the Haz-Mat team shall receive the five and one-half percent (5.5%) of base pay.
- C. The District retains the right to remove participants based upon performance deficiencies and/or medical restrictions.

There shall be a three (3) year commitment of certification to the program. If, during the three (3) year bid, position(s) at HazMat 109 and/or Engine 109 are left unbid, the least senior HM Team Member(s) in their respective rank receiving a full-time incentive will be assigned the unbid position(s) on their current shift. A member who is assigned an unbid position at HazMat 109 and/or Engine 109 will hold no other bid. Bid order shall be by seniority in rank.

HM Team Members assigned to HazMat 109 and/or Engine 109 can only bid out of their position in a trickle bid if another member bids in during the process or a full-time incentivized HM Team Member with less seniority in rank is on their shift. Cross shift bids are allowed pursuant to Article 12, Section J.

Example: Firefighter A was assigned Engine 109 on C-Shift during the 3-year bid. Firefighter B (who has less seniority in rank) is offered and accepts a full-time incentive on C-Shift. Firefighter A vacates the position at HazMat 109 and/or Engine 109 during trickle bids, Firefighter B is assigned to the vacant position (if it is not bid by another HM Team Member) and forfeits any previously held position.

HM Team Members receiving a conditional incentive shall be excluded from Article 12, Section D and may not bid HazMat 109 and/or Engine 109 (as their conditional incentive may be discontinued at any time), but may be temporarily assigned to HazMat 109 and/or Engine 109 according to the needs of the program.

- D. The District will provide ample continuing training for certified personnel; however, it is the responsibility of the program participants to attend the necessary on-going training to keep their certification in good standing and ability to demonstrate proficiency.
- E. The number of HM Team Members shall, as reasonably as possible, be maintained at fifty-five (55) persons assigned to shift, with a maximum of sixteen (16) Captains, sixteen (16) Engineers and twenty-three (23) Firefighters.

In the event that the District establishes a new HM company, the numbers of HM Team Members assigned to shift will be seventy-seven (77), with a maximum of twenty-three (23) Captains, twenty-three (23) Engineers, and thirty-one (31) Firefighters.

- F. Personnel contemplating obtaining HM certification on their own should consult with the

HM Program Manager regarding the District's need for increasing the program's participants prior to obtaining the training.

- G. The District intends to maintain a full complement of certified personnel at Station 109 to affect a Level "A" entry and decontamination activities. That compliment is seven (7). To staff the HM apparatus the District will utilize the following procedure: 1) For the full complement of seven (7) the District will first reposition certified personnel with in rank, by Battalion, within District; 2) If the resource pool to staff from on-duty certified personnel is exhausted, the District will utilize callback with off-duty certificate specific personnel from within rank; 3) If the full complement cannot be achieved with the above referenced process, then the District will drop the Haz-Mat service level from both E109 and HM 109 to just HM 109; 4) If the staffing on HM 109 drops below the specified staffing pursuant to the Contract for Services with Sacramento County Environmental Management Division then the District will callback utilizing off-duty certificate specific personnel within rank first, then off-duty certificate specific personnel of any qualified rank, and lastly mandatory callback within rank needed. The District will not use mandatory callback associated with the HM program to staff Engine 109.
- a. Vacant positions at HazMat 109 and/or Engine 109 will be filled pursuant to Article 12, Section D.
 - b. Temporary vacancies (due to injury, day assignment, leave of absence, etc.) at HazMat 109 and/or Engine 109 in excess of 30 days shall be considered long term.
 - c. After 30 days, the HM Team Member with lowest seniority in that respective rank shall be temporarily moved to fill the position until:
 - i. The member owning the position returns; or
 - ii. Another HM Team Member bids the position conditionally; or
 - iii. A HM Team Member on the same shift with less seniority in the same rank is available to fill the position.
- H. It is the District's intent to have equal-numbers of HM certified personnel across the three (3) shifts for ease of assignment and backfill.
- a. HM Team Members shall not bid from their respective shift and maintain their status and incentive if it creates an imbalance in HM Team Members between shifts.
 - b. The three (3) shifts will be maintained at a minimum of four (4) Captains, four (4) Engineers and six (6) Firefighters.
 - c. If a particular shift is at its minimum number of HM Team Members in their respective rank and a HM Team Member seeks to change shifts, his/her options are:
 - i. Trade with a like qualified full-time incentivized member; or
 - ii. Change their status to Non-Active HM Team Member; and
 - iii. Full-time incentive will be discontinued; and
 - iv. HM team seniority shall be adjusted to reflect the date the member dropped.

- I. Two (2) rosters shall be developed and maintained by the HM Program Manager: HM Team Members (HMTM) and Non-active HM Team Member (NA-HMTM). These rosters shall be placed in the P:/Public/Haz-Mat folder in a read-only format.
 - a. All personnel from both rosters will be offered on-duty training to maintain their mandated currency and proficiency.
- J. Personnel serving in a non-shift (days) capacity for a time period of greater than six (6) months shall have their status changed to “Non-active HM Team Member” and their incentives will cease. At the time that the member returns to a shift assignment, providing they have maintained their mandated training and proficiency, their status will revert back to HM Team Member, displacing the member with the lowest seniority in their respective rank receiving a conditional incentive to the Non-active HM Team Member list.
 - a. Non-active HM Team Members shall continue to be medically monitored at the District’s expense.
 - b. Non-active HM Team Members working an overtime shift on the line will be granted the prorated incentive for the duration of the shift providing they are current in their training hours and proficiency.
 - c. Non-active HM Team Members working in an assignment whose job description and/or assigned responsibilities include hazardous materials will be eligible to receive the five and one-half (5.5%) incentive. The Non-Active HM Team Members with potential justification should file a request for incentive in letterform with the Deputy Chief of Operations via the chain-of-command. Non-Active HM Team Members receiving this incentive will be over and above the HM Team Members assigned to shift and receiving the incentive.

If a HM Team Member is assigned a day position resulting in a reduction of team members below the 55 approved positions, a member from the Non-Active HM Team Member roster shall be offered a conditional incentive in order of HM team seniority. The conditional offer will be shift specific in order to fill the vacancy created by the member assigned the day position.

Example: Captain on C-Shift takes a day position as HM Program Manager. This move drops the team below 16 Captains. A Captain from the Non-Active HM Team Member roster shall be offered a conditional incentive on C-Shift.

At the time of offering, if a member chooses to pass on a conditional incentive, he/she shall maintain his/her HM team seniority, maintain his/her place on the Non-Active HM Team Member roster, and the conditional incentive shall be offered to the next Captain on the Non-Active HM Team Member roster in order of HM team seniority.

When the HM Team Member for which the conditional incentive was originally offered returns to shift, his/her incentive will resume. The incentive assigned to the least senior conditional member with the lowest HM team seniority in that respective rank will be discontinued and the member will return to Non-Active HM Team Member status.

- K. When first applying to join the HM program, HM team seniority, including placement on the Non-Active HM Team Member roster shall be determined by the date of the member’s HM Specialist certificate or letter of completion of HM Specialist training. Should two or

more members have the same date for purposes of determining seniority, individuals shall be placed on the Non-Active HM Team Member roster according to seniority in rank.

In the event of a new hire with a pre-existing HM Specialist certificate or letter of completion, HM team seniority shall be the end of the probationary period of the date on which the certificate was submitted to the HM Program Manager following the successful completion of the probationary period. All new appointments to the HM team will be made utilizing the Non-Active HM Team Member roster in order of HM team seniority.

- L. In the case of promotion of a HM Team Member, their retention of their status and incentive is dependent upon a HM Team Member vacancy existing in their new rank. If no vacancy exists the member will be assigned Non-Active HM Team Member status, placed on the Non-active HM Team Member roster in order of HM team seniority, and their incentive discontinued.
 - a. If a HM Team Member fails to complete their twenty-four (24) hours of mandated training and/or fails to complete their annual competency test, they will be placed by HM team seniority onto the Non-Active HM Team Member roster and their HM incentive will be revoked. In the effort to keep the team fully staffed, any team vacancy caused by a lack of training hours or proficiency shall be filled from the Non-active HM Team Member roster.
 - b. The second time that a HM Team Member fails to complete their twenty-four (24) hours of mandated training and/or fails to complete their annual competency test, their HM Team Seniority will be revised, placing them on the bottom of the Non-Active HM Team Member roster.
 - c. The third time that a HM Team Member fails to complete their twenty-four (24) hours of mandated training and/or fails to complete their annual competency test, their HM Team membership will be revoked for a period of three (3) years.
- M. Under extreme circumstances certified personnel may submit requests for resignation from the program for consideration by both the Program Manager and the Human Resources Division.
 - a. In the event of a HM Team Member's resignation (drop) from the team pursuant to Article 12, Section O, a new HM team seniority date shall be assigned, reflecting the date of resignation.
- N. As Non-Active HM Team Members are offered full-time incentives according to their individual HM team seniority, their options are:
 - a. Accept the incentive and assignment to the specific shift offered. Shift specific offers shall be made in accordance with Article 12, Section I, subsection b (cross-shift movement will be offered according to seniority in rank); or
 - b. Refuse the position. The member's HM team seniority will be revised to the date they turned down the full time incentive.
 - c. Conditional offers are not subject to Article 12, Section O, subsections a and b.

ARTICLE 13: DISTRICT OVERTIME

- A. For the purposes of calculating District overtime, all hours worked in excess of the employee's regularly scheduled hours (e.g. hours in excess of 192 hours in a 24 day work cycle for fire suppression / shift personnel) shall be compensated at the rate of one and one-half (1.5) times the employee's normal rate of pay.
- B. Effective each employee's first full FLSA work period beginning on or after September 1, 2019, all paid leave will be considered "hours worked" for purposes of determining overtime owed under this Agreement.
- C. Employees shall be paid at a two (2) hour minimum, for each call back, excluding holdover, received during non-duty hours.

"Holdover" is anything under two (2) hours, when the off-going person for the needed rank in the station remains to fill the vacancy until properly replaced or excused by a chief officer, and is compensated to the nearest quarter hour.
- D. Where the employee is held two (2) hours or more, it shall constitute a mandatory.
- E. For the purpose of calculating FLSA overtime, as distinguished from District overtime defined in subpart A above, the District has adopted an extended work period as authorized under section 207(k) of the FLSA. Specifically, the District declares a 24 day work period, with an FLSA overtime threshold of 182 hours in the 24 day work period for fire suppression / shift personnel, beginning at 8am on the first day of the work period. District employees who work in excess of 182 hours in the 24 day work period shall receive FLSA overtime in the amount of one half time their regular rate of pay, for hours 183 through 192 in their regular duty cycle. Sick leave usage shall not reduce an employee's entitlement to this additional compensation (for hours 183-192), and these payments shall be reported to PERS as compensation earnable.
- F. Day employees shall not be permitted to have accrued more than one hundred seventy-one (171) hours of CTO at any one time.

ARTICLE 14: EMT CERTIFICATION AND RECERTIFICATION FOR SUPPRESSION PERSONNEL

- A. Persons hired as Firefighter/Paramedics with the Sacramento Metropolitan Fire District, must possess an EMT-Paramedic Certificate and maintain said certificates for a minimum of five (5) years from the date they are assigned on the line. Employees hired after July 1, 2000 shall as a condition of continued employment possess and maintain an EMT-1 certificate.
- B. In the event an employee is decertified for cause, as a Firefighter/Paramedic, this may constitute grounds for disciplinary action up to and including termination.
- C. Employees hired after January 1, 2007, all Firefighter/Paramedics must serve as a condition of employment five (5) years based upon the criteria set forth below. The criteria is as follows:
 - 1. Upon completion of serving five (5) years as a Firefighter/Paramedic and an employee desires to voluntarily decertify or remove self from Paramedic duties, the following conditions apply:
 - a. The District identified minimum number of Paramedic Firefighters is 116; however, for every additional ALS engine or medic company, four (4) Paramedic Firefighters shall be added. Should the District not meet the minimum number of Paramedic Firefighters, a request to decertify or to be removed from Paramedic duties shall be denied. However, employees have the right to appeal to the Fire Chief.
 - b. If a vacant Firefighter position exists, the employee can be assigned to that position when a Firefighter/Paramedic position is back-filled, at the District's discretion. The vacant Firefighter position will be frozen until this is accomplished.
 - c. If a vacant Firefighter position does not exist, the employee has no bumping rights, therefore, upon decertification or removal from Paramedic status, the employee will be subject to disciplinary action as stated above;
 - d. Annually the District will determine the number of Firefighter/Paramedic positions and Firefighter/BLS positions. The District agrees to meet and discuss this process with the Union.
 - e. Any employee decertifying from the program must remain out of the program for at least one year, but may appeal to the Fire Chief.
 - f. Re-entry into the Paramedic program shall be at the sole discretion of the District.
- D. All personnel possessing an EMT-1 and EMT-Paramedic certifications must do so on their own time and expense, except:
 - 1. The District shall reimburse the employee the cost of the certificate, upon proof of payment, as follows:

EMT-Paramedic Certificate: State and County Fee

EMT-1 Certificate: State and County Fee

- E. In the event a certification becomes invalid, the incentive payment terminates for applicable certificates.

Example: In order to receive the Paramedic incentive, the person must be EMT-1 certified, possess a valid and EMT-Paramedic certificate. This procedure applies to any other required certificate(s).

- F. Lateral Paramedics and Firefighter Paramedics hired after January 1, 2007 may be assigned to be a field-training officer (FTO). Employees must be qualified by the Emergency Medical Services (EMS) Division. The commitment is for five (5) years from the date they are assigned on the line.

ARTICLE 15: UNIFORM ALLOWANCE

Employees who are required to wear a uniform:

A. Personal Protective Clothing:

As defined in California Code of Regulations, Title 8, Sub-Chapter 7, General Industrial Safety Orders, shall be provided at no cost to the employee.

B. Shoulder Patches:

The District shall issue five (5) shoulder patches upon initial employment of uniformed employees, and exchange unserviceable patches as needed. Additional patches may be purchased.

CHAPTER III **BENEFIT PLANS**

ARTICLE 16: HEALTH PLANS

The District contracts for employee, dependents, retirees and dependents medical insurance benefit plans through the PERS Public Employees Medical and Hospital Care Program. Upon initial employment, eligible employees may enroll in any available medical plan of their choice. Thereafter, employees may change plans only during announced open enrollment periods.

- A. For employees or retirees who are enrolled the Basic or Combination plans, the District shall contribute 92% of the medical premium towards the employees or retirees selected health plan. Employees and retirees will be responsible for the remaining 8% of the premium, and any additional amount above the premium cap. These contribution amounts became effective 7/1/13.

For retirees that are enrolled in the Medicare plan, the District shall contribute an amount equal to 100% of the third highest plan in CalPERS Region 1 at the tier that the employee selects. Retirees will be responsible for any additional amount above the premium cap. For retirees who are Medicare age who were hired prior to March 31, 1986 and are not eligible to enroll in Medicare due to a lack of credits, the District shall provide a stipend that equals an amount equal to 8% of the premium at the tier that the employee selects up to the third highest plan in CalPERS Region 1. These contribution amounts became effective 7/1/13.

The premium cap (effective on 1/1/14) will be the third highest plan in CalPERS Region 1 rates at the tier that the employee selects, i.e. employee, employee plus one, employee plus family.

- B. In the event of the employee's/retiree's death, his/her dependents health coverage will continue subject to:
1. The general rules of eligibility of the plan.
 2. The dependent(s) pay the cost of the plan premiums and all administrative charges of the plan (Employees who remain in the Ranch Cordova Retirement Program).
- C. The District shall maintain the following Flexible Spending Accounts (FSA) as permitted by the Internal Revenue Regulations:
1. Out-of-pocket costs for District-sponsored health and dental insurance premiums;
 2. Un-reimbursed health care expenses up to the statutory limit per plan year effective each January, and
 3. Dependent care reimbursement.
 4. Administrative costs shall be paid by the employees participating in FSA.

5. Employees will be informed about the procedures, rules and the forfeiture of funds left unused in FSA.

D. Retirement Medical

1. Upon Retirement, medical coverage will be paid by the District for both the employee and dependents in accordance with Section 22810 of the Government Code which provides:

“...Any annuitant, who at the time he or she became an annuitant was enrolled in a health benefits plan, may continue his or her enrollments as provided by regulations of the board, without discrimination as to premium rates or benefit coverage.”

2. Except for employees retiring for service connected disability, all new employees hired after December 1, 2011, and retiring from the District will obtain five percent (5%) credit per year towards retiree medical up to one hundred percent (100%) at the completion of twenty (20) years of employment with the District.

- E. Effective July 1, 2013, the savings associated with the 8% employee and retiree premium contributions, and effective January 1, 2014, the savings associated with lowering the premium cap, as outlined above, shall be contributed into the OPEB trust established by the District with CalPERS to prefund retiree medical benefits. In consideration for employee contributions above each existing retiree, future retirees, and their survivors shall have a vested right to receive the maximum retiree health benefits that were provided as of July 1, 2013 and to receive the maximum amount of annual increases in subsidies or reimbursements for retiree health benefits in all subsequent years thereafter. This vested retiree health benefit right is promised to current retirees and future retirees, i.e. active employees when they retire even beyond the term of this MOU.

ARTICLE 17: DENTAL/VISION PLANS

- A. Represented employees may be eligible to enroll in either the District or Union dental plans, based on eligibility requirements of these plans and the benefit provisions applicable to each plan.
 - 1. The District shall, subject to availability, provide full-time employees and dependents with a dental plan.
 - 2. The District pays the premium for the Basic dental plan. Employees who select the Premium dental plan pay the difference between the Premium and Basic monthly premiums.
- B. The District shall, subject to availability, provide full-time employees and dependents with a vision care plan. The District will provide up to \$18.75 per month.
- C. Should any plan selected by an employee cost more than the District's required contribution, each covered employee is required to sign a payroll deduction form and shall pay the monthly difference by payroll deduction.
- D. Upon retirement, subject to the lawful rules of the insurance provider, a retiree may purchase (for themselves and eligible dependents) the dental and/or vision benefits available to active employees. Premiums shall be paid monthly in advance to the District and shall include, if appropriate, any administrative charges levied by the insurance provider.

ARTICLE 18: RETIREMENT PLANS

During the term of this Agreement, the active retirement plan for represented employees is PERS.

A. Primary Plan

The primary plan shall be the Public Employees' Retirement System (PERS), Safety or Miscellaneous Employees Plan, whereby all bargaining unit employees hired after the adoption of this Agreement, shall be required to participate in the PERS plan applicable to their position. The District shall maintain retirement benefits in accordance with its contract with the Public Employees' Retirement System (PERS) for Public Safety and Miscellaneous Employees.

Employees shall make PERS member contributions, as follows:

For safety employees who do not meet the definition of a "new member" under PEPRA ("classic safety members"), the full member's PERS contribution shall be nine percent (9%) of the employee's compensation reported to PERS.

For miscellaneous employees who do not meet the definition of a "new member" under PEPRA ("classic miscellaneous members"), the full member's PERS contribution shall be eight percent (8%) of the employee's compensation reported to PERS.

For employees who meet the definition of a "new member" under PEPRA, the member's PERS contribution shall be 50% of normal cost, as determined by PERS.

In addition to paying the member contributions identified above, classic safety members shall engage in cost-sharing, pursuant to Government Code section 20516 (a), by contributing an additional three percent (3%) of the employee's compensation reported to PERS towards the employer's PERS cost.

- B. At the employee's option, upon service retirement or disability retirement, the District will compensate up to forty percent (40%) of the employee's accumulated "A" Bank sick leave.
- C. The employee must notify the District no later than 30 days from their employment separation of their intention to be paid for sick leave. Failure to notify the District within thirty (30) days will result in all unused sick leave being reported to the Public Employees' Retirement System as additional service credit.

The total compensation to be made is that accrued sick leave in the employee's account at the employee's "regular hourly rate" which includes the employee's base salary and inclusive of all incentives.

All remaining accumulated sick leave in the employee's account will, upon retirement, be applied for retirement credit under the provisions of 20965 of the public Employee's Retirement System (PERS) which reads as follows:

Credit-for-unused Sick Leave (Section 20965) Unused accumulated sick leave at time of

retirement, for which there is no compensation or remuneration at all to the employee, would be converted to additional service credit at the rate of 0.004 year of credit for each day (250 days of sick leave for one additional year of service credit).

D. Benefit Levels:

1. Classic Safety members shall be three percent (3%) at age fifty (50) and
2. Classic Miscellaneous members shall be three percent (3%) at age sixty (60).
3. Safety Employees who qualify as new members under PEPRA shall be 2.7% at age 57.
4. Miscellaneous Employees who qualify as new members under PEPRA shall be 2.0% at age 62.

E. The District shall in accordance with Internal Revenue Code Section 414 (h) (2) pass the necessary Resolution(s), which allow for employee retirement contributions (both member contributions and cost-sharing) to be paid on a tax deferred basis.

F. The District will provide 1959 Survivor's Benefit at Level 4, with the employees paying the two dollars (\$2.00) employee contribution.

ARTICLE 19: SICK LEAVE

Definition

Accrued Sick Leave as used in this article shall be defined as absence from work without loss of pay due to a non-service connected illness or injury to the employee, family member, or birth/adoption of an employee's child. For purposes of this section the term "family member" shall include Spouse, children or any other person domiciled as a member of the employee's household.

A. Accumulation and Use

1. Full-time employees shall accumulate and may use sick leave at the following rates:
 - a. Shift personnel shall accumulate sick leave at the rate of 288 hours per calendar year (24 hours per month).
 - b. Day personnel shall accumulate sick leave at the rate of 206.64 hours per calendar year (17.22 hours per month).
2. Sick leave shall be accrued and recorded at the end of each month. Sick leave shall be accrued on an unlimited basis.
3. In the event that an employee exhausts his/her sick leave accrual, other leave banks will be exhausted in the following order: 1. Vacation accrual, 2. CTO accrual, 3. Donated leave pursuant to District policy, 4. Unpaid leave status.

B. Reporting

No sick leave will be allowed unless the employee uses due diligence in reporting his/her/family member's illness/injury and contemplated absence per the established policy.

C. Medical Certification

1. Any absence due to non-work related illness/injury in excess of 72 consecutive hours for suppression personnel, and 40 consecutive hours for day personnel shall require a statement from a physician or nurse practitioner that the employee is fit to return to duty.
2. Any absence due to care for a family member illness/injury in excess of 72 consecutive hours for suppression personnel, and 40 consecutive hours for day personnel shall require a statement from the family member's physician, nurse practitioner, or mental health professional.
3. Failure to provide the required medical documentation to the District following the absence and prior to return to duty shall result in the disallowance of that

employee's return to duty until he/she produces the required certification, and may result in disciplinary action. Additionally, any, and all time that the employee is off duty as a result of failure to produce the required medical certificate in the time frame prescribed herein shall be deducted from the employees vacation accrual.

D. Annual Sick Leave Buy-Back

Subject to the following conditions, the District shall compensate any requesting employee for accrued sick leave:

1. First, no employee shall be eligible to receive compensation for accrued sick leave unless they have "banked" the required number of hours in their "A" bank. The "A" Bank must contain at least 1000 hours for all shift personnel, and at least 741 hours for all day shift personnel, with measurement made as of each June 30 and notification to the employee no later than July 15.
2. The employee at his/her sole option, must notify the District no later than October 31 of their election to be compensated, including the total number of hours the employee wishes to sell. The notice shall be on a form provided by the District. Failure to submit a form by the deadline constitutes waiver of the right to sell sick leave hours for the calendar year.
3. An employee who has satisfied the requirements identified above may request to be compensated once per year, in aggregate, up to fifty percent (50%) of the hours accrued in the previous year (July 1 - June 30) at one hundred percent (100%) of the employee's base monthly compensation, inclusive of all incentives, on November 30.
4. Any hours used in the previous year (July 1 - June 30) shall reduce the number of hours which the employee may relinquish.
5. Relinquishment shall be at the employee's sole option.
6. If an employee elects to sell any hours, all remaining hours from the year's accrual are placed in the employee's "B" Bank. Such hours may only be used either in the event of a catastrophic illness after exhaustion of the employee's "A" Bank and/or for additional service credit at retirement.
7. If an employee elects to sell no hours, all remaining hours shall be placed in the employee's "A" Bank. Such hours may be used for normal sick leave and may also be sold at retirement pursuant to Article 18 of this Memorandum of Understanding.

ARTICLE 20: LONG TERM DISABILITY PLAN

The District shall continue to provide each miscellaneous employee participating in the PERS retirement plan a paid long term disability benefit plan at least equal to the current plan. Specific provisions and conditions of such benefits are contained in, and available to applicable employees, in the plan document (Policy and Benefit Booklet).

ARTICLE 21: WORK-RELATED DISABILITY BENEFITS

Represented employees who are disabled from performance of their normal duties as a result of a work related injury or illness shall have their wages and benefits provided exclusively through state law pertaining to worker's compensation.

A. Eligibility

Employees become eligible for District paid, automatic coverage on their first day of employment. Eligibility may discontinue or be interrupted by employment separation, lay-off, or any time an employee is on unpaid leave.

B. Benefits

1. Public Safety Employees, as defined by applicable state law, are entitled to a maximum of one (1) year of full pay and employment benefits for disability. If an employee's disability is not "permanent and stationary" at the end of one (1) year, the employee may use accrued paid leave on a coordinated basis with any remaining worker's compensation benefits up to full pay. When this option is used, any benefits from worker's compensation shall be assigned to the District with the leave use charged on a pro rata share. Employment benefits will be maintained for employees while receiving worker's compensation benefits whether or not such benefits are supplemented by other District leave benefits.
2. An employee who is classified as a Miscellaneous (non-public safety) Employee and who is injured or disabled in the performance of his or her duties shall be entitled to injury leave with full pay and benefits for up to three (3) months from the date that injury leave commences should disability continue for that period. If an employee's disability is not permanent and stationary at the end of the three (3) months employee may use accrued paid leave on a coordinated basis with any remaining worker's compensation benefits up to full pay. When this option is used, any benefits from worker's compensation shall be assigned to the District with the leave use charged on a pro rata share. Employment benefits will be maintained for such employees while receiving worker's compensation benefits whether or not such benefits are supplemented by other District leave benefits.
3. Miscellaneous Employees shall have their worker's compensation benefits determined by state law based on circumstances related to the nature of their disabling injury or illness. Employees who may be entitled to benefits may discuss their case and lawful benefits with the Public Information Officer at the Worker's Compensation Appeals Board, or the District's Human Resources office.

C. Exhaustion of Other Paid Leaves

Employees who continue to be medically disabled following a discontinuation of worker's compensation benefits, and who subsequently exhaust their available accrued paid leave , will henceforth pay the District the entire premium amount for continuation of any insurance benefits, unless the employee is terminated, retired, or their position is no longer available.

D. **District Notice Return to Work Physical:**

Employees absent due to a work-related disability shall keep the District informed of their condition, treatment, improvement, and expected date of return to duty.

- E. When employees are physically able to resume normal duties, they shall be required to provide the District with their treating physician's verification, subject to confirmation by a District paid medical examination.

ARTICLE 22: LIFE INSURANCE

- A. The District agrees to pay the premium cost to provide a twenty thousand dollar (\$20,000.00) life insurance benefit policy commencing the first of the month after hire and continuing until employee has completed one (1) year of continuous employment.
- B. The District agrees to pay the premium cost to provide a one hundred thousand dollar (\$100,000.00) life insurance benefit policy for each full time employee at the conclusion of one (1) year of continuous employment.

ARTICLE 23: EMPLOYEE ASSISTANCE PROGRAM

The District shall make available to employees covered by this Agreement, an Employee Assistance Program. Such program shall be at least equivalent to the program presently in effect for current District employees.

CHAPTER IV

LEAVES AND HOLIDAYS

ARTICLE 24: VACATION AND PTO LEAVES

A. Vacation Leave

1. Definition

Vacation Leave is a “suppression” employee benefit program designed to compensate employees for time not worked due to scheduled vacation. Vacation requests must be submitted twenty-four (24) hours before the beginning of a shift in which the requested vacation is to be used. Such application shall be made in accordance with District procedures twenty-four (24) hours before the beginning of the shift.

2. Vacation Bidding

a. Percentage of Staff on Vacation: The District shall allow a number of Captains off equal to 17.7% of the total line suppression Captain position, Engineers off equal to 17.7% of the total line suppression Engineer positions, and Firefighters off equal to 14.0% of the total line suppression Firefighters positions.

b. Bidding Schedule: The Union and the District shall coordinate to hold the vacation bidding during November of every year. Employees will select vacation days by November 30th of each year and the District will post the selected vacation days by December 15th for the following calendar year. Employees will bid on a seniority basis using the District combined (date of hire) seniority list. This process shall be limited to three (3) rounds of bidding. The percentages in Article 24(A)(2) above apply to the three (3) rounds of vacation bids.

Each employee may select one or more consecutively available shifts with each round of bidding. Employees may not bid for vacation time that they have not accrued as of the time of the bidding process and will not have accrued on the date that the vacation would occur. The maximum hours that can be bid shall be limited to one year of Vacation accrual.

Once the bid is complete the District will enter all of the bids into Tele-Staff. The District will then notify the Union, and Tele-Staff will be opened up for vacation selection on a first-come, first-serve basis no later than December 15th. During the open bid process the District will allow up to the combined total of all employees listed above in Section A. off, without regard to rank.

c. Individual Bidding Opportunities: In the event additional VL is available due to a new company or retirement (person retires and had VL added) the

Union shift representatives will notify personnel of available dates. For two (2) weeks, members may choose to submit their names to their respective shift representative for available positions. The available position(s) will be filled based upon seniority of total time within the District. After these two (2) weeks have passed, any of these unfilled vacation slots will be filled on a first-come, first-served basis.

- d. District Vacation Cancellation: Under extreme circumstances the District reserves the right to cancel all leaves due to emergency conditions.

In the event the District cancels an employee's Vacation, the District guarantees that the employee will not lose canceled time due to any restrictions, and that the employee has one (1) calendar year in which time to take the canceled time. In the event that the canceled Vacation time is not taken that year, the employee shall have first selection for Vacation in the next bid period. The first selection would be to choose the canceled Vacation only.

- e. Employee Vacation Cancellation: Employees may not cancel vacation that they selected during the first round of the bidding process. For other vacation, an employee may cancel a vacation request if the vacancy created from Vacation Leave has not been filled. Cancellation of Vacation Leave must be submitted per policy.
- f. Mandatory Call-Back: Employees on vacation leave full (VLF) shall not be subject to mandatory callback for any regularly scheduled days off before or after their scheduled VLF time.
- g. Holidays: No suppression employee at any rank in this unit shall be allowed to bid or manually take vacation leave on Independence Day, Thanksgiving, Christmas Eve or Christmas Day.

The District shall allow employees scheduled to work on these holidays to voluntarily swap with other employees.

- h. Partial Shift Vacation

12 Hours or More: Vacation may be taken in segments of not less than twelve (12) hours on a given duty shift. This time must be requested or canceled with a minimum twenty-four (24) hour notice. Vacation Partial can be cancelled if the vacancy has not been filled. There shall be a limit of one (1) hourly leave per person per shift/day. Any vacation leave that ends after 2300 hours shall be for the balance of the shift.

Less than 12 Hours : Vacation may be taken in segments of one (1) to twelve (12) hours under the following criteria:

- 1) The employee must obtain his/her own replacement for the partial of

less than twelve (12) hours. Replacement will be paid at one and one-half (1 ½) times the base pay rate.

- 2) The total number of personnel allowable off will not exceed the maximum number of people allowed off as identified in this Section.

3. Vacation Accrual

Accrual of Vacation is on a monthly basis. If an employee is hired at a time other than the first of the month the vacation accrual shall be pro-rated for that month. The vacation accrual shall be in accordance with the following schedule, and is posted to each employee's account at the end of each pay period.

Months of Service	Shift Personnel
1 to 60	144 hours/year 6 shifts/year (12 hours/month) 240 hour maximum balance
61 to 120	216 hours/year 9 shifts/year (18 hours/month) 360 hour maximum balance
121 to 180	264 hours/year 11 shifts/year (22 hours/month) 440 hour maximum balance
181 to 240	288 hours/year 12 shifts/year (24 hours/month) 480 hour maximum balance
241 or more	312 hours/year 13 shifts/year (26 hours/month) 520 hour maximum balance

The maximum accrual shall be limited to no more than twenty (20) months of accrual time, at which time employee will not accrue/earn additional vacation leave time until employee balance is below the twenty (20) month maximum. In no event shall the District be required to pay any employee more than the maximum accrual.

4. Vacation Sell-Back

Suppression employees may sell back up to a maximum of one hundred and twenty (120) hours of vacation leave each April. Payments will be made at a rate of one hundred percent (100%) of each employee's base wage plus incentive pays.

B. PTO Leave

1. Definition

Paid Time Off (PTO) is an employee benefit program designed to compensate Non-Suppression/Day Shift employees for time not worked due to vacation, or holidays. A PTO request must be submitted eight (8) hours in advance to the respective Division Manager on a Leave Request Form, and approved by the completion of the last scheduled day worked prior to the leave commencing, unless waived by the Division Manager.

2. PTO Bidding

a. Bidding Schedule

The District and the Union shall coordinate to hold the PTO bidding during November of every year. Employee will select PTO days by November 30th of each year and the District will post the selected PTO days by December 15th for the following calendar year. Employees will bid on a seniority basis using the District combined (date of hire) seniority list. This process shall be limited to three (3) rounds.

Each employee may select one or more consecutively available shifts with each round of bidding. Employees may not bid for PTO time that they have not accrued as of the time of the bidding process and will not have accrued on the date that the time-off would occur. The maximum hours that can be bid shall be limited to one year of PTO accrual.

Once the bid is complete the District will enter all of the bids into TeleStaff or the successor system. The District will then notify the Union, and TeleStaff or the successor system will be opened up for PTO selection on a first-come, first-serve basis no later than December 15th. During the open bid process the District will allow up to the combined total of all employees listed in Article 31 off.

- b. Individual Bidding Opportunities: After the PTO list is posted, further days may be selected on a first come basis without regard to rank or seniority.
- c. District PTO Cancellation: Under extreme circumstances the District reserves the right to cancel all leaves due to emergency conditions.

- d. Employee PTO Cancellation: Employees may not cancel PTO that they selected during the first round of the bidding process. For other PTO, an employee may cancel a PTO request if the vacancy created from PTO has not been filled. Cancellation of PTO must be submitted per policy.
- e. Day personnel: Separate PTO sign-up lists for the following Divisions: CRRD, Community Relations, and Fleet Maintenance will begin circulation in November of the year prior to the year in which the PTO is being applied for. All PTO selected in the first round, or the first forty (40) hours selected, whichever is greater, may not be canceled. All other requests for cancellations will not be granted unless five (5) days notice is given on a time off request form.

3. PTO Accrual

Accrual of PTO is on a monthly basis. If an employee is hired at a time other than the first of the month the vacation accrual shall be pro-rated for that month. The PTO accrual shall be in accordance with the following schedule, and is posted to each employee's account at the end of each pay period.

Months of Service	Day Personnel
1 to 60	228 hours/year (19 hours/month) 380 hour maximum balance
61 to 120	276 hours/year (23 hours/month) 460 hour maximum balance
121 to 180	288 hours/year (24 hours/month) 480 hour maximum balance
181 to 240	336 hours/year (28 hours/month) 560 hour maximum balance
241 or more	360 hours/year (30 hours/month) 600 hour maximum balance

The maximum accrual shall be limited to no more than twenty (20) months of

accrual time, at which time employee will not accrue/earn additional vacation leave time until employee balance is below the twenty (20) month maximum. In no event shall the District be required to pay any employee more than the maximum accrual.

B. PTO Sell Back

Non-suppression/day shift employees may sell back up to a maximum of one hundred and twenty (120) hours of PTO leave each April. Employees will be paid for no more than one hundred and twenty (120) hours, at a rate equal to one hundred percent (100%) of their base wage plus incentive pays, except that no employee may have more than these hours converted to pay in the current fiscal year.

ARTICLE 25: [RESERVED]

ARTICLE 26: PERSONAL LEAVE

A. Bereavement Leave

Employees shall be eligible for up to five (5) consecutive workdays of leave for day shift personnel, and three (3) consecutive 24-hour shifts off, without loss of pay or benefit for the purpose of arranging for and attending the funeral of a member of the immediate family and/or for the purpose of coping with the emotional consequences of death in the immediate family. For purposes of this section, immediate family includes spouse, child, mother, father, grandchild, grandmother, grandfather, mother-in-law, father-in-law, grandmother-in-law, grandfather-in-law, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or any person domiciled in the employee's household. PTO/Vacation/Holiday/CTO benefits and/or leaves of absence may also be available if additional time away is required and can be accommodated by the District. For purposes of this section, a step relative of any of the relatives listed above shall be treated in the same manner as the listed relatives.

At the Fire Chief's discretion, bereavement leave for other persons not listed above may be approved without loss of pay or benefit.

B. Emergency Leave

Definition

An emergency is an unforeseen circumstance, or its result, requiring the immediate response of an on-duty employee for emergencies arising after the start of shift. Any absence due to an emergency shall only continue for the reasonably required time to adequately respond to the situation. Such leave must be requested of, and granted with pay by the Chief, or his designee, who shall assure that the granting of such leave does not leave the District severely understaffed.

1. Time Allowances

Employees may receive up to a maximum of 72 hours per calendar year for purposes of attending bona fide emergencies. Each incident of emergency leave use exceeding four (4) hours shall have the excess hours charged to vacation. In all cases of emergency leave, the Chief, or his designee, shall have the sole discretion as to what is a reasonable period of time. In no case shall the use of Emergency Leave result in expense to the District.

- 2.** In the event that the leave is taken prior to the beginning of the shift, said leave shall be charged to vacation; however, provided that the staffing Battalion Chief was notified prior to the beginning of the shift, the emergency leave may be exercised due to special circumstance.
- 3.** The Fire Chief reserves the right to reduce this leave to 48 hours if there are abuses of the system.

C. Child Birth Disability Leave

An employee who gives birth to a child may use up to a maximum of six weeks of paid leave after the birth of the child during the disability period. This paid leave is independent of other District accrued leave (SL, VL, PTO) and will run concurrently with

protected leaves (FMLA/CFRA/PDL). The District shall require written confirmation of an employee's eligibility for this leave from the employee's health care provider. The Child Birth Disability Leave will commence on the date of the childbirth and extend only so long as the employee is actually disabled by childbirth up to the six week maximum.

ARTICLE 27: JURY DUTY

- A. Employees summoned for jury service will be released from scheduled duty without loss of pay for those periods they are required to be present at the courthouse provided they have requested “telephone standby.” Employees summoned for jury service shall request “telephone standby” where available and appropriate, in writing either on the summons questionnaire or by separate letter and forward a copy of the request to Administration.
- B. Employees who are assigned to “telephone standby” by the Jury Commissioner shall notify their supervisor of this fact and report to work as scheduled. The District shall arrange suitable work assignments for employees on telephone standby so that they may be relieved of duty upon receiving notice to report for jury duty.
- C. To receive pay for work time lost, the employee must provide the District with a statement signed by an official of the court, certifying the employee’s service as a juror or appearance in court for that purpose, the date or dates of attendance, and the time released from attendance.
- D. Day Shift Personnel
If the employee is on jury duty less than four (4) hours, he/she will be required to work the remainder of the day.
- E. Twenty-four (24) Hour Shift Personnel
 - 1. If a shift employee is required to return to jury duty the following day, then they do not need to return to work. If the jury duty is complete, then they need to return to work. If jury duty starts again on Monday after closing on Friday, then the employee needs to report to work on Friday, Saturday, and/or Sunday if their assigned shift is working any of those shifts. During the Sunday shift, the employee shall be released at 2000 hours, so they will be rested for the Monday morning jury duty assignment.
 - 2. If the employee is required to report for jury duty on the day following his/her assigned duty shift, employee shall be released from duty twelve (12) hours prior to the end of his/her assigned duty shift for the purpose of assuring rest and alertness in the performance of jury duty.
 - 3. The supervisor shall arrange for replacement personnel, as required.

ARTICLE 28: RECOGNIZED HOLIDAYS

- A. All full-time suppression/shift employees, or suppression/shift employees assigned to days on a limited basis, shall receive as compensation for working on Holidays, twelve hours of “holiday-in-lieu” pay per month at the hourly rate of “base + incentives,” for any month in which such suppression/shift employees are employed by the District during that month for at least one full day. Full-time suppression/shift employees who work less than one month shall receive a pro-rated amount of the twelve hours based on the number of days worked in the month. The District shall observe official holidays in accordance with the following designated holiday schedule. The District’s office may be closed on observed days for designated holidays and non-suppression/day shift employees who would otherwise have worked on such days shall utilize PTO, unless otherwise mutually agreed to by the employee(s) and the Fire Chief or his designated representative. The designated holidays shall be posted annually and shall be as follows:
1. New Year’s Day
 2. Martin Luther King’s Birthday
 3. Lincoln’s Birthday
 4. Washington’s Birthday
 5. Memorial Day
 6. Independence Day
 7. Labor Day
 8. Veteran’s Day
 9. Thanksgiving Day
 10. Day after Thanksgiving Day
 11. Christmas Eve
 12. Christmas Day
- B. Suppression employees reassigned to Day shift assignments shall not accrue Holiday Leave while assigned to days. Additionally, said employees shall be given the above referenced holidays off, without reduction to their compensation or Vacation accounts. Holiday accruals will be prorated in the event that an employee is not assigned to day shift for the entire year.
- C. Unless otherwise directed by the Fire Chief based on the essential operational needs of the District, a modified work schedule consisting of routine equipment and station maintenance, apparatus and equipment readiness, public education programs, and emergency work will be in effect on designated holidays.
- D. If an employee’s scheduled day off is either Friday, or Monday, during a standard District workweek in which a recognized holiday falls, the following shall apply: If the holiday falls on a Friday, the preceding day may be recognized; if the holiday falls on a Monday, the following day may be observed.
- E. If the recognized holiday falls on a Saturday, the preceding Friday may be considered the employee’s holiday.
- F. If the recognized holiday falls on a Sunday, the following Monday may be considered the

employee's holiday.

- G. This schedule may be deviated from with the approval of the Fire Chief or his designee.

ARTICLE 29: CONVERSION OF HOURS AND REPORTING OF ACCRUED TIME OFF BENEFITS

A. Conversion from 24 Hour Shift to Day Shift

In order to provide equivalent period of time off regardless of shift schedule, accrued Vacation for employees who are re-assigned from a twenty-four (24) hour shift to a Day Shift schedule will be reduced (i.e., divided) by a factor of 1.4 which is the fraction between a fifty-six (56) hour week and a forty (40) hour week. Conversion will apply to shift personnel who are assigned to Day Shift for thirty (30) days or more.

B. Conversion from Day Shift to 24 Hour Shift

In order to provide equivalent periods of time off regardless of shift schedule, accrued Vacation for employees who are re-assigned from a Day Shift assignment to a twenty-four (24) hour shift schedule will be increased (i.e., multiplied) by a factor of 1.4, which is the ratio between a fifty-six (56) hour week and a forty (40) hour week.

C. Reporting Time-Off Benefits

The District shall keep accurate records of the accrual and approved use of time-off. Employees may review their accrual and use records with one to two business days' notice to the District.

CHAPTER V **HOURS, SCHEDULES, TRANSFERS AND STAFFING**

ARTICLE 30: DUTY HOURS AND SCHEDULE

A. Fire Suppression Personnel Work Schedule:

Employees assigned to a twenty-four (24) hour work schedule in fire suppression shall work one-hundred and ninety-two (192) hours every twenty-four (24) day duty cycle. The duty cycle shall be scheduled as follows:

XXOOOO
Where: X = Twenty-four (24) consecutive hours on duty
 O = Twenty-four (24) consecutive hours off duty

Shift personnel start their shift at 0800 and continuing for a period of forty eight (48) hours.

B. Day Shift Personnel Work Schedule:

Day shift personnel shall have the option of working 9/80, 4/10 or other agreed to flex schedule within a fourteen (14) day cycle with the approval of the Fire Chief or his designee. The 9/80 work cycle is four (4) consecutive nine (9) hour days and three (3) consecutive days off, then four (4) nine (9) hour days and one (1) eight (8) hour day in succession with two (2) days off. The cycle then repeats itself. The lunch hour is excluded from counting as hours worked. The workweek for a 9/80 work cycle begins four hours after the start time of the employee's eight hour day, and the employee's day off must be on the same day of the week in the following week. All other day personnel shall generally work a schedule consisting of 0800 to 1200 and 1300 to 1700, five (5) days per week, except designated holidays, unless otherwise mutually agreed to by the employee(s) and the Fire Chief. Other alternate work schedules may be made available at the sole discretion of the Fire Chief.

C. An employee shall not work more than 96 consecutive hours without a 10 hour break, except for emergency responses outside of the District's jurisdiction.

D. Employees returning to work on the employee's regularly scheduled duty day from a strike team assignment that lasted seven (7) calendar days or more will receive Strike Team Return Leave for the remainder of that work day. If the employee returns on the first day of the 48 hour work period, the employee will either return to work at the beginning of day two of that work period or will use appropriate accrued paid leave.

ARTICLE 31: FILLING NECESSARY SHIFT VACANCIES

A. General Line Staffing

The District agrees that it shall maintain the following staffing patterns on a daily basis for each of the following in service apparatus;

Engine Company: a minimum of three (3) persons (one [1] captain, one [1] engineer, and [1] one firefighter), one of which must be ALS

Engine 359: Same as Engine Company above although Firefighter must be ALS

Fire Department Medic (FDM): two (2) Firefighters, one of which must be ALS (M59 is excluded from this staffing).

Truck/Rescue/Haz-Mat: a minimum of four (4) persons (one [1] captain, one [1] engineer and two [2] firefighters, one of which must be ALS). This requirement does not apply to temporary reductions within a twenty-four (24) hour shift, caused by such operational needs as a crew member transporting with an ambulance to the hospital; attending a business meeting; the cross-staffing of auxiliary apparatus such as Type 3 Engines or In Service Reserve Medics; participating in special training assignment; or when excused from duty by a chief officer.

B. Captain Staffing

Captain staffing shall be maintained by placing personnel in out-of-class positions, from the established Captain's promotional list in rank order from the list. No more than three (3) of the on duty Captains shall be replaced by out-of-class assignment. See G.4.

C. Engineer Staffing

Engineer staffing shall be maintained by placing personnel in out-of-class positions, from the established Engineer's promotional list in rank order from the list. No more than three (3) of the on duty Engineers shall be replaced by out-of-class assignment. See G.4.

D. Firefighter Staffing

1. Firefighter staffing shall be maintained by using on-duty Firefighters in excess of the minimum number per shift set forth in Section A of this Article. The excess Firefighters shall be known as the Detail Pool. The Detail Pool shall be set at a ratio of five percent (5%) of the total line Firefighter positions per shift, plus an additional nine percent (9%) of the total line Firefighter positions per shift for out-of-class positions.

2. Firefighter staffing is represented by one (1) Firefighter for each engine, two (2) Firefighters for each Truck, and two (2) Firefighters for each Fire Department Medic (FDM). This constant staffing will be defined by the current number of staffed apparatus plus the overages of five percent (5%) plus nine percent (9%), with the number of positions rounded to the nearest whole number, identified in D.1. above to cover Sick Leave, Administrative Duty, Workers Compensation, Light Duty, and Out-of-Class assignments.

3. In the event that the constant staffing goes above the specified levels for a period in excess of ninety (90) days the District and the Union shall agree to meet and confer on the overage causes, and possible remedies.

E. Fire Inspector Staffing

The maximum number of Fire Inspectors that may be off on PTO/CTO on any business day shall be the number of Fire Inspectors equivalent to sixty percent (60%) of staff (including the supervisor) with the following exception: a maximum equivalent to forty percent (40%) June 27 through July 5 to cover the activities associated with the Fourth of July.

1. Mandatory Callback Conditions:

If needed, mandatory callbacks will be conducted on the basis of inverse seniority, which is established by an employees' initial hire date with the District. Mandatory callbacks needed in Fire Prevention services shall come from the ranks of Fire Inspector I, Fire Inspector II and Supervising Inspectors. There will be no "opt-out" clause applicable to mandatory callback events.

F. Community Relations Specialist Staffing

There shall be at least one (1) Community Relations personnel on duty each business day unless approved by the Community Relations Division Manager:

1. Mandatory Callback Conditions:

If needed, mandatory callbacks will be conducted on the basis of inverse seniority, which is established by an employees' initial hire date with the District. Mandatory callbacks needed in Community Relations shall come from the ranks of Community Relations Educators, Community Relations Specialist, and Community Relations Coordinators. There will be no "opt-out" clause applicable to mandatory callback events.

G. Out-of-Class Assignment(s) - Suppression

1. When permissible as defined by the parameters set forth in Sections B. and C. of this Article, the District shall utilize the top candidates on the promotional list per shift, in rank order from the promotional list to fill out-of-class positions. If the vacancy is four (4) hours or less the District may fill the position at the discretion of the Battalion Chief.
2. An employee serving in a higher classification shall receive premium pay from the time the employee commenced the out-of-class assignment. The individual so assigned shall be responsible for the duties and assignments of the position the employee fills. Premium pay for out of class assignments shall be as follows:
3. Out-of-class premium pay ranges shall be at the step which provides a minimum five percent (5%) salary increase.
4. Temporary long-term Battalion Chief, Captain, and Engineer vacancies that exceed thirty (30) days, or are expected to exceed thirty (30) days, may be filled by an out-of-class assignment from the on duty personnel on the promotional list for the rank requiring a temporary employee. One (1) long term out-of-class position is allowed per rank in excess of the three (3) position limit identified in sections B. and C.

above. Additionally, if the long term out-of-class person is off-duty (sick leave, VL, WC, etc.), then the replacement will be filled by a callback in that rank.

H. Filling Shift Vacancies

Unless otherwise provided herein, the District shall observe the following procedure in sequential order when filling vacancies created by leave time taken within each rank. The District will make every effort to complete staffing and begin the callback process at least ten (10) days prior to the vacancy.

1. Out-of-class assignments from among on-duty personnel, in the order they appear on the applicable promotional list in accordance with Sections B through E of this Article.
2. Voluntary Callback of off-duty personnel shall be by the District's callback system as identified by District policy.
3. Mandatory Recall by a chief officer, of off-duty personnel of the needed rank, utilizing the roster of Operations-assigned line personnel, in inverse order of seniority by time in-grade. Personnel subject to mandatory recall for duty shall be moved to the bottom of the respective recall list.
4. Mandatory "Hold-Over" of the off-going person for the needed rank in the station with the vacancy. All employees have the obligation to remain at their assignments until properly replaced, unless excused by a chief officer. If more than one person of the needed rank is going off-duty from the same station, this mandatory obligation falls upon the person with least seniority, by time in-grade, unless a person with greater seniority volunteers.
5. Where the employee is held two (2) hours or more in a holdover, it shall constitute a mandatory.

I. Filling Partial Shift Vacancies Caused by District Business

The filling of temporary shift vacancies, as a result of District business (training, office meetings, District business, etc.,) of four (4) hours or less, will be covered utilizing the following criteria provided that minimum staffing levels are on-duty:

1. Of those companies whose minimum staffing is four (4) persons the District has the option to reduce the staffing to three (3) persons for a period of up to four (4) hours during any twenty-four (24) hour shift in meeting its business, operational and emergency needs.
2. Out-of-class assignments may be made from qualified on-duty personnel upon the approval of the battalion chief (or higher ranking Operations chief).
3. Compensation for out-of-class assignments will be at the step which provides a minimum of five percent (5%) salary increase provided that the duration of the assignment is a minimum of two (2) hours.

4. Should callback be required, it shall be accomplished as set forth above in this Article.

J. Overtime Opt-Out

1. On or about the time of vacation picks each calendar year, every suppression employee regardless of assignment will make known to the District his or her desire to work, or not to work suppression overtime in the year to follow beginning January 1 and ending December 31. If any individual regardless of District assignment chooses to work line overtime in the upcoming year between January 1 and December 31, that same individual will also be expected to work mandatory overtime as the need arises for that year. If, on the other hand, an individual chooses not to work any suppression overtime for the entire calendar year of January 1 through December 31 neither will that individual be expected work any mandatory overtime throughout the same time period.
2. If the opting out of working suppression overtime at any point in time becomes an undue burden on the District, in that the District cannot meet minimum staffing requirements due to excessive utilization of this provision, the District reserves the right to cancel this provision and require personnel to work to meet the District's mission.

K. Additional Staffing Policies/Procedures

The District reserves the right to develop, publish and utilize other staffing protocols, policies and procedures, as it deems necessary to implement the intent of this agreement under the framework set forth in this Article, after first meeting with the Union as to the content of the document(s).

- L. The District and Union agree to meet and assess this Article on a bi-annual basis. The number of out of class positions and the size of the detail pool will be evaluated and adjusted according to the rules set forth in sections B., C. and D. of this Article during the assessment. If either the District or Union identifies significant problem(s) with the changes to this Article, both parties agree to meet and confer on a solution(s).

- M. Telestaff rules and staffing dynamics shall be placed in the District computer in the public file.

N. Out-of-Class Assignment(s) – Non-suppression

- a. If the need arises, the District shall appoint an employee to work an out-of-class assignment at the approval of the Fire Chief, or the Fire Chief's designee.
- b. A non-suppression employee serving in a higher classification shall be paid at the step which provides a minimum five percent (5%) salary increase. The individual so assigned shall be responsible for the duties and assignments of the position filled.

O. Economic Impact

Should the District determine that the system of staffing described in this Article creates a

significant adverse economic impact, the District shall meet and confer with the Union concerning the effect of its intended manner of altering District staffing operations.

ARTICLE 32: REQUESTS FOR TRANSFER AND STATION BIDDING

- A. The bid process shall occur every three (3) years on the first week of April, with the transfers to commence on the first rotation of May.
- B. Personnel shall bid for assignment on a strict seniority in rank basis as determined by the District's seniority roster. Personnel shall be allowed to bid for apparatus (Engine, Truck, and Medic) within shift. Personnel shall be required to move should apparatus to which they are assigned be relocated to another station. Personnel assigned to medic units shall rotate to a suppression assignment. The District reserves the right to override the bid process for District business needs (equal amount of upgrades on all shifts, in battalion, performance/personnel issues, unanticipated changes, changes in ALS program, etc.).
- C. Station Transfer Process: Open Transfer Period
 - 1. The District shall, prior to the bid, meet with the Union to identify the following:
 - 1) Skills required in order to qualify to bid for each station; 2) The medic toggle; and 3) Anticipated equipment movement/station closures.
 - 2. The District and the Union will be responsible to coordinate conducting the station assignment bid process in a manner that is mutually agreeable to both parties. This process shall be conducted under the parameters set forth in Section A above.
- D. Station Transfer Selection Process: Vacancy
 - 1. With respect to a vacancy caused by retirement, death, removal, resignation, promotion, opening of a new station(s)station closures of sixty (60) days or more, or brown-outs a notice of any such vacancy shall be posted on employee bulletin boards at all stations and work locations at least two (2) weeks before such vacancy shall be regularly filled. Employees qualified for such vacancy may then make a request through the chain-of-command to the Chief or designee to be assigned to such vacancy. Seniority in rank shall be a factor in transfer assignments. The Chief, or designee, shall advise in writing on the transfer request (form) those employees who had requested but not received the assignment.
 - 2. Subsequent vacancies resulting from an assignment made pursuant to the above shall be filled in the same manner as prescribed above.
 - 3. Employees changing stations via request or bid, forfeit previously scheduled leave bids or requests should the schedule on their new assignment not permit a similar leave availability (i.e., Shift Change).
 - 4. Once each year an employee may change stations. Said employee shall submit a written request through the chain-of-command to the Chief or his designee requesting a station change, and place his or her assignment open for bid for all employees of like rank to bid on in accordance with the Staffing Manual.

Employees of like rank may swap one (1) time per year as long as the following criteria are met. If either one of the participants involved in the swap bid another

position (cross shift or trickle), promote, retire, terminate, or otherwise vacate the swapped position within nine (9) months from the date of the initial swap, the swap becomes null and void. The remaining employee reverts back to their original bid station.

E. Fire Investigator – 24-hour Shift

1. Incentives and Allowances

There shall be no shift differential given to those assigned on day schedule, as outlined in the Article 11: Incentives and Allowances.

2. Overtime Pay

Overtime shall be calculated at time and half of the employee's normal hourly rate.

3. Duty Hours and Schedule

a. Three (3) Investigators shall be assigned to a 56-hour shift schedule, assigning one to each shift (A, B, and C).

b. The Supervising Investigator and the rest of the Investigators may be assigned to work a day shift assignment.

c. Day Shift Investigators shall have the option of working 9/80, 4/10 or other agreed to flex schedule within fourteen (14) day cycle with approval of the Fire Chief or designee. The 9/80 work cycle is four (4) consecutive nine (9) hour days and three (3) consecutive days off, then four (4) nine (9) hour days and one (1) eight (8) hour day in succession with two (2) days off. The cycle then repeats itself. The lunch hour is excluded from counting as hours worked. All other day personnel shall generally work a schedule consisting of 0800 to 1200 and 1300 to 1700, five (5) days per week, except designated holidays, unless otherwise mutually agreed to by the employee(s) and the Fire Chief. Other alternate work schedules may be made available at the sole discretion of the Fire Chief.

d. Shift change for the shift Investigator shall be at 0700 hours.

4. Filling Necessary Shift Vacancies

a. Investigator Staffing: The District agrees that it shall maintain, on a daily basis, a minimum of one (1) qualified Investigator on-duty at all times.

b. Callbacks for shift overtime will be made first from the available investigation staff including the Supervising Investigator, if all the Fire Investigation Unit (FIU) staff is unable to work, then the District may callback from District employee(s) who are trained and qualified as Investigators and who are in good standing with the District. The District employee(s) who are trained and qualified Investigator that are not part of the FIU will not be subject to mandatory callback.

- c. Callbacks will be made using the same Telestaff system that is used for the flex medic overtime system for both voluntary and mandatory callbacks.
- d. Mandatory recall by a chief officer, of off-duty personnel of the needed rank, utilizing the roster of Operations-assigned Investigators and/or Supervising Investigator, in inverse order of seniority by time-in-grade. Personnel subject to mandatory recall for duty shall be moved to the bottom of the respective recall list.
- e. Probationary Investigators shall not be eligible to work scheduled overtime until the Supervising Investigator deems that the employee is qualified and recommends that the employee be allowed to work overtime. The Chief having oversight of the Division will have the final oversight and approval of the recommendation.
- f. It is within the discretion of the Chief having oversight of the Division as to the number of Investigators allowed to bid for a scheduled time off (i.e., VL). Refer to Section F: 4, a.
- g. In the event that staffing a shift schedule is not feasible, the Chief having oversight of the Division may request a meeting with the FIU to discuss shutting down the shift schedule temporarily. The two parties may be in agreement to shut down the shift schedule operation. If there is no agreement, the shift schedule shall continue its operation.

5. Request for Transfer

Open Transfer Period for Shift and Day staffing for the Fire Investigation Unit:

- a. Qualified Investigators shall bid annually for assignments, and will be granted assignments on a strict seniority in rank basis as determined by the District's seniority roster. Bidding shall be in writing, with the bidding period beginning the first Monday in the month of November and ending the end of the workday on the third Friday in the month of November.
- b. The assignment period shall be on a (12) twelve-month period beginning the first day of January each year.
- c. Qualified Investigators during the open bid period shall be allowed to bid for their desired shift and/or day shift.
- d. The assignment period for day and/or shift will be from the beginning of the calendar year, ending at the same calendar year. Approval to rotate in or out of shift/day assignments, aside from the normal bid process will be at the sole discretion of the Fire Chief or designee on a case-by-case basis.
- e. The District reserves the right to over-ride the bid process for District business needs.

- f. Once each year an employee may change area/assignments. Said employee shall submit a written request through the chain-of-command to the Chief having oversight of the Division or their designee requesting an area/assignment change, and place their assignment open for bid for all employees of like rank to bid on. Said opening shall be posted via e-mail to all of like rank for thirty (30) days. After said thirty (30) days, the employee of the same rank with the highest seniority shall be reassigned as soon as practicable.
6. Shift Trades
- a. Qualified shift Investigators shall be allowed to trade unlimited hours per month that are mutually arranged and agreed to between the trading shift employees, which does not obligate the District to additional cost liability (any exception must be authorized by the Chief having oversight of the Division).
 - b. The definition of a qualified Investigator is a full-time District employee who is currently recognized as a District peace officer, and has met all of the requirements for the position of Investigator II and/or Supervising Investigator.

ARTICLE 33: SHIFT TRADES

- A. Shift employees other than Probationary firefighters shall be allowed to swap unlimited hours per month that are mutually arranged and agreed to between the trading employees, which does not obligate the District to additional cost liability (any exception must be authorized by the Battalion Chief).
- B. Firefighters in their probationary period shall be allowed to request shift trades from or provide stand-ins for other Probationary firefighters. The maximum hours allowed shall be forty-eight (48) hours per month.
- C. Other conditions are:
 - 1. Neither the District nor the officer shall be held responsible for enforcing any agreement made between employees.
 - 2.
 - a) In the event an employee fails to meet their commitment to shift trade, the employee receives a Swap No Show and their sick leave accrual shall be charged at the rate of time and one-half for the employee's absence.
 - b) In the event an employee is hospitalized, or an outpatient procedure is performed under anesthesia (general, local, spinal), the deduction to the employee's sick leave account shall be at the straight-time rate after Sick Leave documentation is provided to the District. If the obligation to work a swap is not met as the result of calling in sick, the conditions set forth in ARTICLE 19: SICK LEAVE shall apply. The employee receives a Swap No Show and their sick leave accrual shall be charged at the rate of time and one-half for the period of the employee's absence.
 - c) If the commitment to work a trade is broken, as a result of a 4850 injury, within forty-eight (48) hours of the shift to be worked, there shall be no deduction from the employee's leave bank.
 - d) In the event that there is no verifiable medical issue that caused the failure to meet the swap obligation, the employee receives a Swap No Show and the employee's sick leave account shall be charged by the rate of time and one-half for the amount of time obligated in the trade.
 - e) An employee may use Vacation Leave during a Swap On as long as VL requirements are met as listed in Article 24.
 - f) While shift trades are between the parties, failure to meet the obligation involves the District and is a violation of the contract and may therefore subject the employee to progressive discipline. The District, at its' sole discretion, reserves the right to offer the employee the opportunity to work for the District at a predetermined time in the future, so as to mitigate the use of sick leave. The District will notice the employee of a minimum of three (3) dates in the future that are available to work a Swap Make Up. When a Swap Make Up is worked, SL hours from the Swap No Show are credited to SL accrual banks. This right does not remove the possibility of progressive discipline for the violation of the MOU.

- g) In the event that an employee fails to meet their commitment to shift swap due to bereavement leave, the employee will be excused and will be allowed to fulfill the swap obligation to the District at a predetermined time in the future. The Swap no Show and Swap Make Up codes and process are utilized.
 - h) In the event of a Worker's Compensation injury outside of forty-eight (48) hours of the shift to be worked, disability, retirement, termination, or death, the employee is obligated to cover their own scheduled shift of the shift trade, or the employee's sick leave account shall be charged by the rate of time and one-half for the amount of time obligated in the trade. The Swap no Show and Swap Make Up codes and process are utilized.
 - 3. The Captain, or Out-of-Class Captain, shall be responsible for meeting all District requirements pertaining to staffing, adequate staffing for specialized equipment, trained personnel familiar with response areas.
 - 4. Employees trading with Captain and Engineer classifications must be on the current respective promotional lists. If on the date of swap repay no Captain or Engineer spots are available, the employee will be utilized wherever necessary.
- D. If an employee has two (2) Swap No Shows, the employee's swap opportunity shall be revoked for a period of six (6) months starting from the date of the second Swap No Show.
- E. Employees who are working a shift swap shall not be moved from their shift swap assignment/position, unless there is a business need (i.e., paramedic need, upgrade need to an Engineer/Captain/Battalion Chief).
- 1. The intent of this language is applicable to all employees who swap with another employee of "like" skills. If the shift swap is made with another individual who may not possess "like" skills (i.e. paramedic, haz-mat etc.) then the SON individual may be moved to accommodate District needs.

CHAPTER VI

PROBATION, PROMOTION, DISCIPLINE GRIEVANCES

ARTICLE 34: PROBATIONARY PERIODS

A. Length of New Hire Probationary Period

To enable the Fire Chief to exercise sound discretion in filling positions within the District, no appointment for employment in any position in the District shall be deemed final until after the expiration of a period of twelve (12) calendar months probationary service in full duty status.

Absences, light duty, modified duty, day assignments (for suppression personnel) and any other assignment other than full duty status shall not count towards this twelve (12) month period of time. The twelve (12) month probationary period for employees in suppression classifications shall commence upon successful completion of the fire recruit academy.

During this probationary period, the Fire Chief may cancel the employment or appointment without right of appeal with respect to the reasons for cancellation.

B. Length of Promotional Probationary Period

Employees promoted in classification shall not be deemed final until after the expiration of a period of six (6) calendar months probationary service, with the Fire Chief's discretion to extend up to an additional six (6) months.

Absences, light duty, modified duty, day assignments (for suppression personnel) and any other assignment other than full duty status shall not count towards the initial six (6) month probationary period or an extension ordered at the Fire Chief's discretion.

During this probationary period, the Fire Chief may cancel the employment or appointment without right of appeal with respect to the reasons for cancellation.

C. Disposition of Probationer

Continuous service in the position after the expiration of the probationary shall constitute a regular appointment. Any employee demoted during his or her probationary period following a promotional appointment shall be reinstated in the position from which promoted.

ARTICLE 35: PROMOTIONS

A. The District agrees to give promotional exams for Battalion Chief, Captain, Supervising Investigator, Supervising Inspector, Deputy Fire Marshal and Engineer at least every two (2) years. The examinations are to be scheduled in the period of February through April with the Engineer/Deputy Fire Marshal/Supervising Investigator/Supervising Inspector examination given in the even years and the Battalion Chief/ Captain examination in the odd years.

When promotional vacancies become available reasonable efforts will be made to fill these positions within ninety (90) calendar days.

B. The announcement of the examination shall be posted in each work location at least thirty (30) days prior to the final filing date. The announcement shall consist of, but not be limited to, the following:

1. Title of position being tested
2. Final filing date
3. Minimum qualifications required
4. Scope of the examination
5. Methods of testing
6. Value placed on the methods of testing
7. Minimum passing score
8. Anticipated life of the list
9. List of reference materials used to compile test, when available.
10. Union will be allowed to have an observer

Additionally, the District shall establish and update, when available, an up-to-date library as a reference source, containing the information necessary to complete the test and the subsequent probationary period.

C. The successful completion of the testing process will place an employee on a promotional list. The appointing authority shall:

1. Conduct interviews with the top three (3) individuals on the promotional list and select one (1) of the three (3) for appointment. When more than one appointment is to be made, the number of candidates shall be increased to maintain a ratio of one (1) to three (3). Example: Two (2) appointments, would interview four (4), three (3) appointments would interview five (5).
2. Any candidate not appointed to fill the vacancy shall have the opportunity to discuss their interview and career goals with the personnel officer.

D. There will be a joint labor/management promotional committee in place for promotional postings covered under this labor agreement.

E. Longevity Points

Longevity points shall be added to the overall score of the candidates who successfully

pass all phases of the promotional examination. The longevity points shall be cumulative.

10 years of service = 1.5 percentage points

15 years of service = 1.5 percentage points

20 years of service = 2.0 percentage points

ARTICLE 36: DISCIPLINARY ACTIONS

- A. Supervisory employees at the rank of Battalion Chief and above may initiate disciplinary actions against an employee for cause. Company officers are required to report fully on any infraction of District rules or similar incidents, which might legitimately be the basis for disciplinary action. Counseling of employee with respect to performance deficiencies and similar matters shall not constitute disciplinary action.
- B. Discipline may consist of discharge, demotion, reduction in pay step in class, denial of pay step increase in class, suspension or written reprimand.
- C. Should the District, in its discretion, determine that the conduct of the employee is sufficiently severe to warrant immediate suspension, the District may suspend the employee pending resolution of the notice of proposed disciplinary action. If District suspends the employee without pay, employee will be entitled to reimbursement of lost wages for periods of the suspension that were determined to be inappropriate or excessive discipline.
- D. The illustrations of unacceptable conduct cited below are to provide specific and exemplary reasons for initiating disciplinary action, and to alert employees to the more common types of employment conduct violations. However, because conditions of human conduct are unpredictable, no attempt has been made here to establish a complete list. Should there arise instances of unacceptable conduct not included in the following list, the District may find it necessary and appropriate to initiate disciplinary action in accordance with the policies and procedures contained herein.
 - 1. Fraud
 - 2. Incompetence
 - 3. Inefficiency
 - 4. Inexcusable neglect of duty
 - 5. Insubordination during working hours, or outside of working hours, but related to employment.
 - 6. Dishonesty
 - 7. Intoxication or influence of alcohol or drugs while on duty
 - 8. Manufacture, possession, sale or use of controlled substances.
 - 9. Inexcusable absence without leave.
 - 10. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, conviction, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this Section.
 - 11. Inexcusable discourteous treatment of the public while on duty, or while off duty and identified as an employee of the District, or inexcusable discourteous treatment of other officer or employees of the District while either or both parties is on duty, or while off duty and identified as an employee of the District.
 - 12. Illegal political activity.
 - 13. Willful violation of any of the rules set forth in operating manuals used by the District.
 - 14. Willful disobedience of an order or direction

15. Other failure of good behavior during or outside of duty hours which is of such a nature that it causes discredit to the District or his/her employment.
 16. Physical altercations
 17. Theft
 18. Willful misrepresentation of the District.
 19. Refusal or inability to perform assigned duties within the scope of the classification assignment which results in performance lower than that which is typically required of a similar employee in a similar position.
 20. Any act or conduct that is discriminatory toward another person's race, color, national origin, sex (including sexual harassment, marital status, or pregnancy condition), religious beliefs.
- E. Notice of any proposed disciplinary action shall be provided to the employee in writing and shall include:
1. A statement of the nature of the proposed disciplinary action
 2. The effective date of the proposed action
 3. A statement of the reasons therefore; and
 4. A statement advising the employee of the time and place at which he/she may respond to the Notice of Proposed Disciplinary Action
- F. In the event the employee who is the subject of the proposed disciplinary action presents evidence which results in the withdrawal of the Notice of Proposed Disciplinary Action, all reference to said Notice shall be removed from the employee's personnel file.
- G. Recommendations for Disciplinary Action shall not be entered in the employee's personnel file except when attached to and made a part of a Counseling Memo or actual Disciplinary Action. Records contained in an individual employee's personnel file shall be removed in accordance with the following schedule:

Disciplinary Actions:

Written Reprimands and Suspensions of one (1) shift
After 24 months, and are not subject to arbitration.

Written Reprimands and Suspensions of one (1) shift may be appealed to a three-member hearing board. One member of the board shall be selected by the District and one member shall be selected by the employee or the union. The third member shall be selected jointly by the District and the employee or the union. In the event that the third member cannot be agreed upon, a joint request shall be made to the Mediation and Conciliation Service of the State of California, for a list of five (5) qualified arbitrators. Each party shall alternately strike one name from the list and the last remaining name shall serve as arbitrator. The first party to strike a name shall be determined by the toss of a coin. The cost of any arbitrator utilized shall be borne equally by the parties.

Any appeal to the three-member hearing board must be submitted in writing to the District's Human Resources Manager within 20 calendar days of the employee's receipt of the final order imposing a Written Reprimand or Suspensions of one (1) shift. The hearing shall be expedited. The hearing shall be evidentiary, but formal rules of evidence shall not

apply. Upon close of the hearing, oral arguments shall be made and the three-member hearing board shall render its' decision at the conclusion of deliberations. Finalized deliberations are required to take place on the same date as the hearing date. No extensions will be allowed. The parties agree that decision of the hearing Board shall be final and binding upon the parties. The parties expressly acknowledge that any employee choosing to utilize this hearing process waives any right he or she may have to utilize the alternative OAH process set forth in Article 36 (I).

Suspensions of two (2) shifts or an equivalent reduction in salary step
After 2 years

Suspensions of more than three (3) shifts or an equivalent reduction in salary step
After 4 years

All other Disciplinary Actions
After 4 years

H. Counseling Memos

Counseling memos shall be filed in the Operations Division office and shall be purged from the file after twelve (12) months.

I. Disciplinary Appeals:

Any person who is a “firefighter” as defined in Government Code Section 3251(a) may alternatively appeal any “punitive action” as defined in Section 3251(c) to an appeal hearing before the Office of Administrative Hearings as provided under Section 3254.5. The administrative appeal instituted by a firefighter under this Section shall be conducted in accordance with Chapter 5 (commencing with Government Code Section 11500) of Part 1 of Division 3 of Title 2, known as the Administrative Procedures Act.

The parties expressly acknowledge that any employee choosing to utilize this hearing process waives any right he or she may have to utilize the three-member hearing board set forth in Article 36(G) or the grievance process set forth in Article 37. The parties expressly acknowledge that any employee who elects arbitration under Article 37 or the three-member hearing board set forth in Article 36(G) to appeal any punitive action, in so doing waives any right they may have to appeal the punitive action through this OAH process.

Any eligible appeal to the Office of Administrative Hearings under this Article must be submitted in writing to the District’s Human Resources Manager within 20 calendar days of the employee’s receipt of the final order of “punitive action.”

ARTICLE 37: GRIEVANCE PROCEDURE

A. Definitions:

“Grievance” is a dispute between one or more employees and the Fire District or a complaint by one or more employees or Union, against the District. Such a dispute or complaint must relate to the interpretation, application, or enforcement of this MOU or an action of the District which relates to the benefits or working conditions of the employees of the District. Disciplinary actions taken by the District against an employee are included within the meaning of grievance. The exercise of management prerogatives which relate to the implementation of District policy in effectuating the mission of the District are not included within the meaning of grievance.

“Days” means calendar days exclusive of Saturdays, Sunday, and Holidays.

B. Time Limits:

Grievances not presented within the time limits established for each step of this procedure shall not be considered.

C. Presentation:

An employee and/or the Union representative may present a grievance while on duty, provided such presentations and discussions do not disrupt District operations and are kept to a reasonable minimum.

D. Procedure:

All grievances as defined herein shall be processed in accordance with this procedure. The Union may refuse to represent a grievant and the District may refuse to consider a grievance in those circumstances where the aggrieved party has not followed this procedure.

STEP 1: Within twenty (20) days of the acts and/or omissions giving rise to the grievance or within twenty (20) days of the time the employee or the Union should reasonably have been aware of said acts and/or omissions, the grievance shall be discussed informally with the officer or officers most directly responsible for the circumstances which gave rise to the grievance. If the grievance is not resolved within twenty (20) days of the date on which it is first presented at Step 1, the grievant may proceed to Step 2.

STEP 2: The grievance may be presented to the District’s Human Resources Manager on the form provided for this purpose and incorporated herein by reference as Appendix A within ten (10) days of the conclusion at Step 1. If the H.R. Manager misses the timeline, the Local has the right to proceed to the next step of the process.

The Human Resources Manager shall conduct such investigation as deemed appropriate and shall issue a written determination within twenty (20) days of the date which the grievance is first presented at Step 2. If the determination is not satisfactory to the grievant, the Union may request that the matter be submitted to binding arbitration.

STEP 3: A request for binding arbitration at Step 3 of this procedure shall be made

in writing by the Union to the Human Resources Manager within 15 days of the date of which the grievant received a copy of the written determination at Step 2. An arbitrator may be selected by mutual agreement between the parties. Should the parties fail to agree upon an arbitrator, they shall make a joint request to the Mediation and Conciliation Service of the State of California, for a list of five (5) qualified arbitrators. Each party shall alternately strike one name from the list and the last remaining name shall serve as arbitrator. The first party to strike a name shall be determined by the toss of a coin. It shall be understood in disputes involving interpretation of the MOU, that the arbitrator will only interpret this Memorandum of Understanding and will not have the power to add to, delete from, or amend any part of this agreement. The arbitrator's decision shall be final and binding on the District, the Union and the grievant. All fees and costs of the arbitrator and court reporter, if any, will be borne by the losing party. The union has the authority to settle grievances at any step in the process on behalf of members of the bargaining unit.

APPENDIX A.**GRIEVANCE FORM**

SACRAMENTO METROPOLITAN FIRE DISTRICT

**GRIEVANCE FORM
STEP 2**

TO: Human Resources Manager

FROM:

1. Statement of grievance and all claims and facts upon which it is based, including dates and time where applicable (Attach extra sheets if needed):

2. Articles of the Memorandum of Understanding or other District document which pertains to this grievance:

3. Remedy or correction requested of the District:

Print Employee Name

Employee Number

Employee Signature

Date

CHAPTER VII
MISCELLANEOUS PROVISIONS

ARTICLE 38: EXPOSURE TO CONTAGIOUS DISEASE IN THE COURSE AND SCOPE OF EMPLOYMENT

- A. When an employee has been exposed to a suspected contagious disease or hazardous material during the course and scope of employment, the nature and circumstances of such exposure shall be promptly reported through the Company Officer to the Battalion Chief, who after such medical investigation as he deems appropriate, shall advise the shift officer whether the employee will be required to remain off-duty for an appropriate period of quarantine. In the event the employee is required to remain off-duty for these purposes, he/she shall be compensated in accordance with the provisions of Section 4850 of the California Labor Code.
- B. The District will pay the cost of any co-payment incurred by an employee who received baseline screening for AIDS through the employee's primary health care plan, if the baseline screenings are available. The District agrees to provide baseline screening for both Hepatitis B and Tuberculosis on an annual basis at District expense.

ARTICLE 39: DRIVER'S EXAMINATION

All suppression employees shall possess and maintain, as a condition of continued employment, a California Class C driver's license with the Firefighter Endorsement. The District will pay for the Physician's Report (DL546A) exam associated with the license that is required every four (4) years. The exam is not eligible for overtime and shall be completed off duty. Further licensure, Class A or B commercial with the Firefighter Endorsement, will be reviewed on a case by case basis or by District need. At the District's discretion, this condition of employment may be waived.

ARTICLE 40: SAFETY

- A. The District has established and will maintain an Injury and Illness Prevention Program (IIPP) for the purpose of the prevention of occupational related injuries and illnesses. It is the goal of the District to provide, not only a safe work environment and reduce the number of accidents and illnesses to a minimum, but also to create an atmosphere that promotes safety.
- B. The District has implemented a Central Health and Safety Committee. This committee is a joint labor-management committee, on which the Union shall appoint six (6) seats.
- C. The purpose of the Central Health and Safety Committee is to oversee all occupational health and safety issues and concerns of all District employees and to ensure that each and every employee, as most reasonably possible, is provided a safe and healthful workplace. The committee will meet monthly.
- D. The role of the Central Health and Safety Committee is to monitor the District's Injury and Illness Prevention Program. Responsibilities of the committee are described in the Sacramento Metropolitan Fire District Injury and Illness Prevention Program (IIPP) binder.
- E. The District shall continue to provide for the safety of employees during the hours of their employment. In this regard, the District agrees that it will receive and consider written recommendation with respect to unsafe working conditions from any employee or the Union; and the employees and the Union agree that they will forward their safety recommendations and ideas to the Central Health and Safety Committee and the District.
- F. The District shall take all reasonable and readily available precautions when employee's assigned duties are performed under generally known extraordinarily life endangering conditions not normally associated with fire fighting and fire safety and prevention activities.
- G. To the extent reasonably ascertainable by the District, equipment provided and maintained by the District shall be reasonably safe and adequate for its normal and intended use. Provided, however, that nothing herein is to be construed to mean that the District assumes the liability of any other party, or waives any rights, defenses to liability or cause of action that it may have in law or equity.

ARTICLE 41: SENIORITY

A. The District shall establish a seniority list of regular status employees, which shall be updated as needed by the District. The seniority list is available on the District's P Drive.

B. District seniority shall be based on total unbroken service in the District, as a full-time regular employee. The actual date of hire shall be used for this determination. For the suppression rank refer to Section G. below.

For reinstated employees, who left for over twelve (12) months, their reinstatement date shall be used as their seniority date for the purposes of the following, but not limited to: station bids, VL bid, reduction in force.

C. In the event two or more persons are hired on the same calendar date, seniority in the District shall be determined in accordance with their respective standing on the entry level hiring list. The employee attaining the highest numerical standing shall be the more senior.

D. Rank classification seniority will be determined by the effective date of promotion to a rank or position. In cases where more than one employee has been promoted to a rank or position with the same effective date, the employee's seniority in that rank will be determined by his/her position on the promotion list with the employees highest on the list having seniority.

E. In all cases, employees with the earliest date of employment shall have department seniority over employee with later dates of employment, and in all cases of employees promoted to a rank or position, the employees with the earliest dates of promotion shall have seniority over employees with later dates of promotion to the rank or positions.

F. Employees of the same rank and/or hire date, for the purpose of blending any existing seniority lists between the districts that comprise the Sacramento Metropolitan Fire District, shall determine seniority by drawing of lots.

G. For the suppression rank of full-time Firefighter, the start date of the Fire Academy that they successfully completed will be utilized for the purposes of, but not limited to, station bid, vacation bid, and all accruals. However, upon promotion, apparatus/station selection will be based on seniority in rank. Their respective standing in the Fire Academy shall be used as a basis of their seniority ranking.

For example: Academy Class 03-01 start date is January 1, 2003. Recruit Smith (78.30%), Recruit Jones (81.40%), Recruit Johnson (77.50%), Recruit Doe (91.00%). Their ranking shall be as follows: (1) Recruit Doe, (2) Recruit Jones, (3) Recruit Smith, and (4) Recruit Johnson.

ARTICLE 42: REDUCTIONS IN FORCE AND RECALLS

- A. The Union and the District shall make every reasonable effort to cooperate so as to avoid economic, or other circumstances, which would require a reduction in District staffing. This mutual obligation shall include the obligation to reopen to the meet and confer process any provision of this Memorandum of Understanding which relates to the circumstances which threatened to cause a reduction in force. If during its term the parties hereto should mutually agree to modify, amend or alter the provisions of this agreement in any respect, such changes shall be effective only when reduced to writing and executed by the authorized representatives of the District and the Union. Any such changes validly made shall become part of the Agreement and subject to its terms.
- B. In the event the Board of Directors, in its exclusive judgment, ultimately decides that a reduction in force shall be implemented, the Board shall specify the number of positions to be authorized within each job classification. Any lay-off of personnel initiated will be made on the inverse order of seniority as provided in the Fire District Seniority List.
- C. Procedure
 - 1. The Fire Chief shall then designate those employees to be laid off in accordance with the Board's specified number of authorized positions in each job classification and in accordance with the following procedures:
 - 2. Employees shall be laid off in inverse order of seniority by job classification, except that an employee in a higher paying job classification shall have the right to "bump" employees in lower paying job classifications in which the higher paid employee was previously employed. With the exception of sick leave benefits, all employees being laid off who are eligible for leave benefits shall be compensated for those benefits at time of lay-off. Such compensation shall be paid at the employee's current rate of pay.
 - 3. An employee who "bumps" to a lower paying job classification will be placed on the applicable seniority list for that classification according to the employee's prior District service (promotion date) in that rank.
 - 4. Employee(s) cannot "bump" into a lower paying job classification that they were not previously employed and successfully completed probation, unless while during probation in the lower paying job classification the employee was promoted into the higher paying job classification.
 - 5. Employees to be laid off will commence with the highest job classification. Those employees will "bump" and be integrated into the appropriate lower paying job classification prior to any employee being laid off in the lower paying job classification.
 - 6. In the event that an employee "bumps" to lower paying job classification in accordance with the provisions of this Article, his or her salary shall be immediately reduced to the step of the lower salary range which would have applied had the employee never been promoted to the higher paying position.

7. Prior to an employee being released, said employee may be required to submit to a physical examination with a District paid physician. Said examination shall be based on present District physical standards, taking into consideration employee's age at the time of said examination. If said examination determines an employee to be physically disabled, and impair his or her ability to be recalled, said employee to be physically disabled, and impair his or her ability to be recalled, said employee may apply for disability benefits provided by the District. A disability shall not remove an employee's name from the recall list, unless said employee is determined to be totally disabled. Physical examinations shall be at the District's expense.
 8. When vacancies occur within three (3) years after the date an employee is laid off under this Article, the employee shall be given the opportunity to be rehired or advanced to their former classification provided a vacancy exists in the classification, in accordance with seniority and prior to the employment of any new employee in that classification. Employees will be given a physical examination before being laid off to determine his/her physical condition. Upon being rehired, an employee will be subject to a physical ability examination and must meet the same physical condition as existed upon the date of lay off. The examination will be at the District's expense. If any such reduced or laid-off fails to report for duty within thirty (30) days after the mailing to him or her of a written notice by registered mail to the last known address, he or she shall have lost the right to be rehired or advanced hereunder. Employees being rehired after lay-off shall have those sick leave hours accrued, reinstated. Persons re-employed through use of this provision shall retain all seniority accrued while working and lay-off shall not be considered a break in employment for purposes of vacation accrual rate.
 9. In the event that an employee is advanced from one job classification to another job classification in accordance with the provisions of paragraph 5 above, his or her salary shall revert to the step of the higher range that would have applied had there not been a reduction in job classification as a result of a general layoff.
- D. The District will not hire part-time or grant funded employees to the positions where lay-off have occurred to supplement the loss of the District's permanent work force.
- E. If at any point in time during the three (3) year reinstatement period (as identified in Section "C" paragraph 8), the District reclassifies the job descriptions, but maintains similar job functions, the employees who were directly affected by the initial lay-off from their previously held positions, will be granted re-hiring rights under the new job description/classification. This will remain in effect for the entire duration of three (3) years.

ARTICLE 43: HOUSE FUND

- A. All members of the Bargaining Unit shall be enrolled as members of the House Fund and have a monthly fee for such fund deducted from their payroll. Employees shall hold the District harmless for House Fund provisions.
- B. Employees temporarily assigned to day assignment shall continue to contribute their Bargaining Unit's House Fund amount but the Day House Fund amount shall be deducted from that amount.

For example, if the Station House Fund amount is \$25.00 and the Administration House Fund amount is \$5.00 then \$20.00 shall go to the Station House Fund and the \$5.00 shall go to the Administration House Fund.

- C. For the duration of this contract, there shall be an inflation rate of one dollar (\$1.00) per year to be collected on a monthly basis.

For example:

1 st Year:	$\$25.00 + \$1.00 = \$26.00$
2 nd Year:	$\$26.00 + \$1.00 = \$27.00$

ARTICLE 44: MILEAGE REIMBURSEMENT

In the event an employee is required to use their personal automobile on District business, including intra-District travel, they shall be reimbursed at the IRS approved rate. Employees are to submit such reimbursement requests at the end of each month in which required travel occurred. The request shall minimally contain the date of travel, travel locations, reasons and mileage for each complete trip.

ARTICLE 45: UNION BULLETIN BOARD

The District shall provide at all work places adequate bulletin boards for the posting of notices that relate to the Union or Union activities. The Union shall maintain the bulletin board in a neat and appropriate manner. Notices which are derogatory in nature or which would be offensive to reasonable persons shall not be posted.

ARTICLE 46: DEFERRED COMPENSATION

The District will maintain a deferred compensation program, which may be accessed by payroll deduction; however, the District will not contribute to any employee's account.

ARTICLE 47: PERSONAL PROPERTY

- A. Employees shall be reimbursed for the repair or replacement of personal property damaged in the course and scope of employment. The option to repair or replace damaged items, and whether replaced property will be returned to the employee, will be at the sole discretion of the District. It is the intent of this policy to provide payment reimbursement for the repair or replacement of an employee's personal property if necessarily worn or carried in the employee's course and scope of employment such as, or related to, watches, eyeglasses, hearing aids, and dental devices.
- B. The policy shall not apply to:
 - 1. Precious or semi-precious gems, metals or settings
 - 2. Vehicles of any type or kind
 - 3. Property in the care and control of another person
 - 4. Money, notes of monetary value, or facsimile
 - 5. Property damage due to negligence, deliberate destruction, carelessness, or ordinary wear and tear
 - 6. Cost incurred for replacement or repair of personal property in excess of one hundred dollars (\$100.00).
- C. Employees applying for repair or replacement of damaged personal property shall be required to report specific circumstances surrounding the incident that resulted in damage to personal property.
- D. The amount reimbursed by the District may not be recovered by any other means.
- E. The provisions of this policy shall not apply if the employee has concealed or misrepresented any material fact or circumstance, or in the case of fraud or false statements by the employee in relation to such claim.

ARTICLE 48: PHYSICAL FITNESS

Voluntary Physical Fitness Program

A. Suppression Employees

An hour shall be allowed during the 24-hour shift for voluntary participation in a physical fitness program. Those not participating shall continue routine duties at his/her station. Designated clothing as stipulated by the District shall be worn by all participants in physical fitness. Each station Captain or his/her designee shall supervise the activity of this program at his/her station.

B. Day Employees

Thirty (30) minutes shall be allowed three (3) times a week during regularly scheduled work hours for voluntary participation in a physical fitness program. Those not participating shall continue routine duties at his/her assigned work location.

ARTICLE 49: PARITY SURVEY

- A) It is the intent of the District and the Union to maintain compensation parity for all personnel represented by the Union. The District and the Union agree to the utilization of the designated "Metro" agencies. The "Metro" agencies identified are to be utilized for the purposes of establishing a "parity survey" based on the classification of Fire Captains at the top step. The compensational items utilized for comparison will be base monthly salary, longevity, EMT, paramedic, bilingual, uniform, education, holiday, and subtracting employee paid medical and pension contributions.
- B) The "parity survey" of the identified fire agencies will take place approximately six (6) months prior to the expiration of this MOU. The survey will identify a numerical list of the agencies within the total "Metro" parameters as set forth by the preceding criteria. Union Representatives and the Fire Chief, or his/her designee, agree to determine for comparative purposes only the percentage base salary adjustment that would match the total compensation for a SMFD Captain with a Fire Captain in the fifth highest ranked agency on the list.
 - 1. The survey of comparable agencies will capture any and all compensation adjustments, as defined above, that will take place in the following fiscal year. This is to ensure that the compensation adjustments will be commensurate to the same time frame as the compensation period.
- C) The Metro 14 Survey shall be conducted for comparative purposes only, and no salary adjustments shall be made pursuant to the survey except as a result of future MOU negotiations.
- D) The designated "Metro Agencies"
 - Alameda County
 - Contra Costa County
 - Kern County
 - Long Beach City
 - Los Angeles City
 - Los Angeles County
 - Oakland City
 - Orange County
 - Sacramento City
 - San Diego City
 - San Francisco City
 - San Jose City
 - Ventura County

ARTICLE 50: LONGEVITY PAY

- A. Longevity pay incentive shall be paid at the rate of two percent (2%) of base salary effective upon ten (10) years of continuous service pursuant to the District's seniority roster. Upon fifteen (15) years of continuous service there shall be another two percent (2%) of base salary incentive applied, such that the total incentive is four percent (4%) of base pay. Upon seventeen (17) years of continuous service there shall be another two percent (2%) of base salary incentive applied, such that the total incentive is six percent (6%) of base pay. Upon twenty (20) years of continuous service there shall be an additional three percent (3%) of base salary incentive applied, such that the total incentive is 9% of base pay. Upon twenty-five (25) years of continuous service there shall be another three percent (3%) of base salary applied, such that the total incentive is 12% of base pay. The entire longevity pay incentive shall not exceed a maximum of twelve percent (12%) of base salary.

SIGNATURE PAGE

IN WITNESS WHEREOF, the representatives of each party to this Memorandum of Understanding have affixed their signatures to this document on the dates set forth below.

SACRAMENTO METROPOLITAN FIRE DISTRICT

3/7/2022

Date

3/7/2022

Date

DocuSigned by:

Todd Harms

3AE00E5DDFA0441

Todd Harms, Fire Chief

DocuSigned by:



E0D28E52D92046C

Ty Bailey, Deputy Chief

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 522, AFL-CIO

3/4/22

Date

3/7/2022

Date


Trevor Jamison, President, Local 522

DocuSigned by:



C23P49250A06449
Matt Cole, Vice President, Local 522

MEMORANDUM OF UNDERSTANDING

By and Between the

**SACRAMENTO METROPOLITAN FIRE
DISTRICT**

And the

**BATTALION CHIEF'S ORGANIZATION
of the Sacramento Metropolitan Fire District
*affiliated with the Sacramento Area Firefighters
Local 522, I.A.F.F. (AFL-CIO)***

January 1, 2022 through December 31, 2022

TABLE OF CONTENTS

CHAPTER 1. ADMINISTRATION.....	1
<i>PREAMBLE.....</i>	<i>1</i>
<i>ARTICLE 1 RECOGNITION.....</i>	<i>2</i>
<i>ARTICLE 2 UNION SECURITY.....</i>	<i>3</i>
<i>ARTICLE 3 UNION BUSINESS LEAVE</i>	<i>4</i>
<i>ARTICLE 4 NO STRIKE OR LOCKOUT</i>	<i>5</i>
<i>ARTICLE 5 DISTRICT RIGHTS.....</i>	<i>6</i>
<i>ARTICLE 6 JOINT LABOR-MANAGEMENT COMMITTEE</i>	<i>7</i>
<i>ARTICLE 7 POLICIES AND PROCEDURES</i>	<i>8</i>
<i>ARTICLE 8 SEVERABILITY.....</i>	<i>9</i>
<i>ARTICLE 9 TERM</i>	<i>10</i>
<i>ARTICLE 10 [RESERVED].....</i>	<i>11</i>
<i>ARTICLE 11 [RESERVED].....</i>	<i>12</i>
CHAPTER 2. COMPENSATION	13
<i>ARTICLE 12 WAGES.....</i>	<i>13</i>
<i>ARTICLE 13 INCENTIVES.....</i>	<i>14</i>
<i>ARTICLE 14 CALLBACK, DISTRICT OVERTIME, AND OFF-DUTY RESPONSE</i>	<i>17</i>
<i>ARTICLE 15 UNIFORM ALLOWANCE.....</i>	<i>20</i>
CHAPTER 3. BENEFIT PLANS.....	21
<i>ARTICLE 16 HEALTH BENEFITS.....</i>	<i>21</i>
<i>ARTICLE 17 PUBLIC EMPLOYEE'S RETIREMENT.....</i>	<i>25</i>
<i>ARTICLE 18 DEFERRED COMPENSATION</i>	<i>27</i>
<i>ARTICLE 19 DISABILITY PLANS.....</i>	<i>28</i>
<i>ARTICLE 20 LIFE INSURANCE</i>	<i>30</i>
<i>ARTICLE 21 EMPLOYEE ASSISTANCE PROGRAM</i>	<i>31</i>
CHAPTER 4.....	32
<i>ARTICLE 22 SICK LEAVE.....</i>	<i>32</i>
<i>ARTICLE 23 VACATION</i>	<i>35</i>

<i>ARTICLE 24 PERSONAL LEAVE</i>	38
<i>ARTICLE 25 JURY DUTY LEAVE</i>	40
<i>ARTICLE 26 HOLIDAYS</i>	41
CHAPTER 5. HOURS AND SCHEDULE	43
<i>ARTICLE 27 SCHEDULE OF HOURS AND TOUR OF DUTY</i>	43
<i>ARTICLE 28 CONVERSION AND REPORTING OF TIME OFF BENEFITS</i>	44
<i>ARTICLE 29 REQUESTS FOR TRANSFER</i>	45
<i>ARTICLE 30 SHIFT TRADES</i>	46
CHAPTER 6. PROBATION, DISCIPLINE AND GRIEVANCES	48
<i>ARTICLE 31 PROBATIONARY PERIOD</i>	48
<i>ARTICLE 32 DISCIPLINARY ACTION</i>	49
<i>ARTICLE 33 GRIEVANCE PROCEDURE</i>	53
CHAPTER 7. PERSONNEL RECORDS	56
<i>ARTICLE 34 PERSONNEL RECORDS</i>	56
CHAPTER 8 MISCELLANEOUS	57
<i>ARTICLE 35 EXPOSURE TO CONTAGIOUS DISEASE IN THE COURSE AND SCOPE OF EMPLOYMENT</i>	57
<i>ARTICLE 36 DRIVER'S MEDICAL EXAMINATIONS</i>	58
<i>ARTICLE 37 SENIORITY</i>	59
<i>ARTICLE 38 REDUCTIONS IN FORCE</i>	60
<i>ARTICLE 39 HOUSE FUND</i>	62
<i>ARTICLE 40 MILEAGE REIMBURSEMENT</i>	63
<i>ARTICLE 41 PHYSICAL FITNESS</i>	64
<i>ARTICLE 42 CONTINUING EDUCATION</i>	65
<i>ARTICLE 43 LONGEVITY PAY</i>	66
<i>ARTICLE 44 PARITY SURVEY</i>	67
SIGNATURE PAGE	68

CHAPTER 1. ADMINISTRATION

PREAMBLE

This Agreement, effective January 1, 2022, is entered into by and between Sacramento Metropolitan Fire District, hereinafter referred to as the "District," and the Battalion Chiefs Organization of the Sacramento Metropolitan Fire District, affiliated with the Sacramento Area Fire Fighters, Local 522, AFL/CIO, hereinafter referred to as the "Union." It is the purpose of this Agreement to achieve and maintain harmonious relations between the District and the Battalion Chiefs, to provide for equitable and peaceful adjustment of differences, which may arise, and to establish standards of wages, hours, and terms and conditions of employment.

ARTICLE 1

RECOGNITION

The District hereby recognizes the Union as the bargaining Union for those employees occupying the classification title Battalion Chief. The District agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to Battalion Chiefs as authorized by law.

ARTICLE 2 **UNION SECURITY**

It is further recognized that the Union, as the recognized bargaining representative provides through the representation process for the improvement of wages, hours and other terms and conditions of employment for all Employee Union employees, whether Union members or not. The Union will timely inform the District when employees in the bargaining unit join or leave the Union. The District will thereafter deduct or cease to deduct Union dues as provided by law.

The Union shall indemnify and hold the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, any action taken by the District under this sub-section provided that the District shall notify the Union promptly of any claim or demand made, or suit brought, and shall permit the Union the right to defend such suit upon the Union's furnishing sufficient security to protect the District against any possible judgment.

The Union shall promptly refund the District any amounts paid to the Union in error under this section.

ARTICLE 3 **UNION BUSINESS LEAVE**

- A. The Union Representative(s), the alternate, or designee shall be granted leave from duty for Union business, such as attending labor conventions and educational conferences, provided that such leave does not unreasonably interfere with or disrupt the workings of the District.
- B. The District will provide a total of 600 hours per calendar year of Union Leave for the purposes identified in item A of this section.
- C. There shall be no accrual of unused hours from year to year.
- D. Should the Union need additional hours, the Union may request release from duty with reimbursement to the District for the total cost of the employee's release time, including but not limited to wages and benefits, utilized for the purpose of conducting Union business as indicated above.
- E. The Union Representative and any alternate(s) shall be granted reasonable paid time in which to conduct Union business directly related to the District's employer/employee relations.
- F. During a scheduled meet and confer session, a reasonable number of members of the employees negotiating committee may be granted release time without loss of compensation or other benefits for a reasonable period before and after any scheduled meet and confer session. The period of time shall be for the meet and confer session, caucus, and reasonable travel time from the employee's duty location and the scheduled meeting location. A reasonable period of time shall also be made available to the employees negotiating committee, as necessary, for ratification vote meetings.

ARTICLE 4

NO STRIKE OR LOCKOUT

During the life of this Agreement there shall be no strike, slow-down, suspension or stoppage of work, nor shall there be any lockout by the District in any part of the District's operations.

ARTICLE 5 **DISTRICT RIGHTS**

The District retains all rights to manage, direct, and control its business in all particulars, except as such rights are expressly and specifically modified by the terms of this Agreement or any subsequent amendment. Those rights include, but are not limited to, the following:

- A. To determine the merits, necessity nature, extent or organization of any service or activity conducted, as well as the right to determine and implement its public functions and responsibilities.
- B. To direct employees of the District.
- C. To hire, promote, transfer and assign employees in positions within the District.
- D. To reprimand, demote, suspend or discharge employees for proper cause.
- E. To determine the District's budget and number of employees and the methods and technology of performing its work.
- F. To take whatever action may be appropriate to carry out its mission in situations of emergency.
- G. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.
- H. To make known to the Union and its members other reasonable rules and regulations the District may judge appropriate, prior to enforcing said rules and regulations the District will fulfill the requirements set forth under the Meyers-Milias-Brown Act (MMBA).
- I. To establish and modify productivity and performance programs and standards.

ARTICLE 6

JOINT LABOR-MANAGEMENT COMMITTEE

- A. The Union and the District agree to maintain and actively engage in a Labor- Management Relations Committee.
- B. The Committee shall be comprised of a balance of representation from represented employees, which may be from any bargaining unit with employees assigned to the District, and non-represented employees, which shall include the Fire Chief or his/her designee. The Union shall choose its own representative(s).
- C. The Committee shall be co-chaired by a representative from Labor and a representative from the District Administration.
- D. The purpose of the Committee is to deal with matters of general concern to employees and administrators of the District. The Committee may engage in discussion concerning matters of a Collective Bargaining nature. However, any agreement that may change the interpretation or application of this Agreement shall be subject to the ratification processes of the parties.
- E. The Committee shall meet on a quarterly basis, at a minimum.

ARTICLE 7 **POLICIES AND PROCEDURES**

- A. The District Policies and Procedures concerning wages, working hours, terms of employment and/or working conditions shall become a part of this Agreement. When any changes are proposed by the District or the Union to any of these policies, provided those changes affect wages, hours, or conditions of employment, the Union and the District shall meet and confer on those changes as required by law.
- B. There shall be an electronic copy of all Policies and Procedures available to District personnel for review.
- C. Any and all applicable side-letters shall become part of this Agreement.

ARTICLE 8 **SEVERABILITY**

- A. If any article or provision of this agreement or any portion thereof or the application of such to any person or circumstance is inconsistent with applicable law or is otherwise held to be invalid by a court of a competent jurisdiction, the remainder of this agreement or the application of such portion to persons or circumstances other than those as to which it is held invalid shall not be affected.
- B. Should any law, decision rendered by a court of competent jurisdiction, or an administrative decision of the United States Department of Labor concerning the FLSA occur during the term of this Agreement that adversely affect the understanding or intent of the provisions agreed to by the parties, either party shall have the right to reopen the meet and confer process on such provision(s).
- C. This agreement terminates and renders inoperative all past practices, all verbal and written agreements between the parties existing or made prior to these negotiations except those attached hereto and those agreements which appear in the adopted Policies and Procedures Manual.
- D. If at any time, during the term of this Memorandum of Understanding, by reason of government or court action, or other legitimate reason beyond the control of the District, the District's general fund reserve is depleted to 9.0% or less of the total amount budgeted for general fund (also referred to as Fund 212A) expenditures and transfers out in the budget (Preliminary, Final, or Mid Year) of the Current Fiscal Year in effect at the time, the District reserves the right to reopen the Memorandum of Understanding and to meet and confer on economic terms of this Understanding. Should the parties be unable to agree within one hundred and eighty (180) days from the date of their first meeting on the subject, the parties will enact District's Employer-Employee Relations Resolution.

ARTICLE 9

TERM

- A. The terms and conditions of this Memorandum of Understanding are effective on January 1, 2022 and shall remain in full force and effect through December 31, 2022.

or

1. Until earlier amended, modified or superseded by a properly executed and accepted Memorandum of Understanding between the parties;

or

2. In the event of an impasse in negotiations concerning an amendment or modification to the terms and conditions specified herein, by motion or resolution of the Board of Directors of the District.

or

3. In the event of an emergency, by notice from the Fire Chief or the Fire Chief's designee, subject to the right of the Union to subsequently meet and confer on the District's emergency actions.

or

4. In the event the Board of Directors approve any plan which calls for consolidation, reorganization, or merger with one or more other fire districts, in which case any Article of this agreement is subject to the meet and confer process upon written notice to the Union or from the District.

- B. During the life of this agreement any matter relating to the scope of representation pertaining to represented employees as authorized by law shall be negotiated by the parties provided those changes effect wages, hours, or conditions of employment. If such negotiations conclude in an agreement ratified by the parties, the agreement will be added to this agreement for its duration.

C. Re-openers

The District and the Union shall meet and confer over changes in the Federal Laws governing health care benefits subject to written mutual agreement.

ARTICLE 10

[RESERVED]

ARTICLE 11

[RESERVED]

CHAPTER 2. COMPENSATION

ARTICLE 12 WAGES

Section 1. Wage Schedule

Effective the first full pay period following the Board of Directors' adoption of the successor MOU, represented personnel shall be compensated at the following monthly wage rates, or base hourly equivalent in accordance with the provisions of this Agreement and the Fair Labor Standards Act, as amended. The base hourly equivalent is calculated by dividing the monthly rate by one-twelfth ($\frac{1}{12}$) of 2,920 for suppression employees and one-twelfth ($\frac{1}{12}$) of 2,080 for day employees.

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
10,274.45	10,783.92	11,318.32	11,880.13	12,469.35

Each Battalion Chief shall be paid in accordance with their placement on the wage schedule. Step advancement shall become effective annually from the date of the promotion. For the purposes of this agreement the base hourly rate of pay plus incentives equals the "total hourly compensation".

Section 2. Wage Adjustments

- A. Promotion from one job classification to another shall be contingent upon the existence of a vacancy, satisfactory demonstration of qualifications in a manner to be specified by the District and appointment by the Fire Chief. Persons promoted to a higher paying job classification shall start at the wage step of the new wage range which provides a minimum of five percent (5%) more than their previous base pay.
- B. Base Wage Adjustments January 1, 2022, through December 31, 2022:

Effective the first full pay period following the Board of Directors' adoption of the successor MOU, bargaining unit members will receive a 4.0% base wage increase. The monthly wage scale above includes the base wage increase.

ARTICLE 13 INCENTIVES

Section 1. Additional Salary for Educational Accomplishments

For an individual to earn the total allowable educational incentive, the individual must have registered, earned and obtained it through a nationally recognized institution of education that falls into the following agency:

1. United States Department of Education
<http://ope.ed.gov/accreditation/>

The same language is applicable for those who submit for an incentive that is "commensurate" with the knowledge and abilities of the job position held. The degree must have been obtained through a nationally recognized institution of education.

The submittals must include a sealed official transcript from the accrediting college. Each submittal will be reviewed on a case by case basis.

- A. Employees who possess an approved certification from a Certificate Program that is commensurate with the scope of job classification, including but not limited to the State Fire Marshal Certification Programs shall receive an additional one-half of one percent (.5%) of base pay for programs eighty (80) hours or less. For Certificate Programs, exceeding eighty (80) hours, the employees shall receive one percent (1%) of base pay for each Certificate Program. FF1 and FF2 Certifications are excluded from the State Fire Marshal Certification Incentive.
- B. Employees who possess a certificate in Fire Science or Fire Technology from a Community College shall receive an additional three percent (3%) of base pay.
- C. Employees who possess one or more Associate Degrees shall receive a total of three and one-half percent (3.5%) of base pay for the degree(s). Multiple degrees will not result in more than 3.5%.
- D. Employees who possess an Associate Degree in Fire Science shall receive an additional six and one-half percent (6.5%) of base pay.
- E. All above referenced education incentives listed in paragraphs A through D combined shall not exceed seven percent (7%) of base pay.
- F. Employees who possess a Bachelor's Degree or higher from an accredited college or university shall receive an additional seven and one-half percent (7.5%) of base pay. All above certificates and degrees, A through F shall not exceed seven and one-half percent (7.5%) of base pay.

- G. Employees who possess a Bachelor's Degree in Fire Science shall receive an additional ten percent (10%) of base pay.
- H. The maximum amount an employee may receive in educational incentives is ten percent (10%) of base pay.

Section 2. Day Incentive

Each 24 hour Union member assigned to a day assignment position for at least 30 consecutive days shall receive a stipend equal to 15% of their base monthly compensation. They will be entitled to work call-backs on regularly scheduled days off, holidays, and partial call-backs during normal off-duty hours unless a need arises to change this practice, as determined by the Chief. The change may only occur after consultation with the Unit Representative. In addition, they will receive overtime pay calculated on base monthly compensation pay plus the day incentive stipend if hours worked are related to the day assignment, but not if related to a shift assignment (e.g., a call-back).

The hourly rate of pay for day assignments will be adjusted based upon the 2,080 hour work year. All overtime worked for day assignments will be compensated at the adjusted rate. Call back for suppression shifts while assigned to days shall be compensated at the suppression hourly rate of pay, which is based upon a 2,920-hour work year.

Section 3. Specialty Incentives

- A. Employees who possess a current EMT-Paramedic certificate/license shall receive an additional two hundred and fifty dollars (\$250.00) per month added to their base salary.
- B. Employees who possess a Haz-Mat Incident Command Certificate shall receive an additional two and one-half percent (2.5%) of base pay.
- C. Employees who possess a Haz-Mat Specialist Certificate shall receive an additional five percent (5%) of base pay.
- D. Employees will not receive additional pay for certificates or degrees concerning Hazardous Materials other than those listed above.

Section 4. Out-of-Class Assignment

- A. The Union has agreed to work in the capacity as out-of-class Assistant Chiefs when the Assistant Chiefs are off during vacation leave, holiday leave, sick leave, bereavement leave, or any assigned leaves designated by the District.

- B. The District and the Union agree to the compensation for out-of-class work shall be paid at the rate, which provides a minimum of five percent (5%) salary increase based on the "total hourly compensation."
- C. The Fire Chief, Deputy Chief, or day Assistant Chief classifications have the ability to back-fill Assistant Chiefs' temporary vacancy (i.e., SL, HL, BL) up to ten (10) shifts per calendar year.

ARTICLE 14

CALLBACK, DISTRICT OVERTIME, AND OFF-DUTY RESPONSE

Section 1. Overtime

- A. For the purposes of calculating District overtime, all hours worked in excess of the employee's regularly scheduled hours (e.g. hours in excess of 192 hours in a 24-day work cycle for shift employees) shall be compensated at the rate of one and one-half (1.5) times the employee's total hourly compensation.
- B. Effective each employee's first full FLSA work period beginning on or after September 1, 2019, all paid leave will be considered "hours worked" for purposes of determining overtime owed under this Agreement.
- C. Employees shall be paid at a two (2) hour minimum for each call back, excluding holdover, received during non-duty hours.
- D. For the purpose of calculating FLSA overtime, as distinguished from District overtime defined in Subpart A above, the District has adopted an extended work period as authorized under section 207(k) of the FLSA. Specifically, the District declares a 24 day work period, with an FLSA overtime threshold of 182 hours in the 24 day work period for shift personnel, beginning at 7am on the first day of the work period. District employees who work in excess of 182 hours in the 24 day work period shall receive FLSA overtime in the amount of one half their regular rate of pay, for hours 183 through 192 in their regular duty cycle. Sick leave usage shall not reduce an employee's entitlement to this additional compensation (for hours 183-192), and these payments shall be reported to PERS as compensation earnable.
- E. Day employees will receive overtime pay calculated on total hourly compensation if hours worked are related to the day assignment, but not if related to a shift assignment.
- F. Day personnel shall be entitled to work callbacks during non-scheduled hours at the "shift personnel" total hourly compensation rate without day stipend.

Section 2. Callback

- A. Callback is defined as the time for which an employee is called back to work after the work shift or workweek has ended and the employee has left his/her work location. It also refers to the working of an additional shift when necessary to provide adequate coverage. Battalion Chiefs shall not be eligible to work a callback if they are on annual leave and the vacancy is created by that leave.

B. Filling temporary shift Battalion Chief vacancies

1. The minimum acceptable staffing level for the position of shift Battalion Chiefs is one (1) Battalion Chief per Battalion with one of the positions covered by use of an out-of-class employee from the Battalion Chief promotional list.
 2. For the purpose of releasing an on duty Battalion Chief to respond on an O.E.S. assignment, an exception may be exercised in out-of-class allowed in Paragraph 1 above.
 3. Temporary short-term vacancies of four (4) hours or less for the purpose of participating in special training assignments or attending business meetings may be considered an exception to Paragraph 1 above.
 4. Temporary long-term shift battalion chief vacancies that exceed thirty (30) days or are anticipated to exceed thirty (30) days, may be filled by out-of-class assignment from the on-duty personnel on the promotional list. If the vacancy exists for longer than ninety (90) days, there shall be a rotation of out-of-class personnel. One (1) long term out-of-class position is allowed in excess of the one (1) position limit allowed in Paragraph 1 above.
 5. Battalion Chief callback list shall rotate by last opportunity worked. Opportunity worked shall also include OES assignments and any other special assignment a Battalion Chief would accumulate overtime i.e. helicopter assignment. Opportunity will reflect the appropriate callback list, full or partial (18 hours or less).
 6. The District will fill temporary Battalion Chief vacancies by making an Out-Of-Class assignment for a subordinate employee on the Battalion Chief promotion eligibility list unless the vacancy can be filled by another method provided by this Agreement.
- C. The Union shall establish and utilize a rotational Callback procedure as agreed to by its membership. With the consent of the District and the Union, the District Scheduling Officer shall update and maintain said procedures in the time and attendance system.
- D. In the event there is a change in the number of Battalions, the District agrees to meet and confer on this Article.

Section 3. Off-Duty Response

- A. Off-duty employees who respond to a recall to duty will be paid for a minimum of two hours, or the number of hours worked whichever is greater. Compensation shall be computed to the nearest one-fourth (1/4) of an hour.

Section 4. Work Increments and Payment

- A. Compensation for actual hours of work, callback, and overtime will be computed to the nearest one-fourth (1/4) of an hour.
- B. All overtime payment in a particular work period will normally be paid on the regular pay day for the period in which such work period ends, provided the correct amount of overtime compensation can reasonably be determined and processed concurrent with the payroll deadline established by the Sacramento County Auditor-Controller's Office.
- C. OES Assignments:

The following provisions shall pertain to Union employees who are assigned to OES duties:

1. OES assignments shall be compensated within the provisions of this agreement.
2. When an OES assignment coincides with a regularly scheduled shift (workday), assigned employees shall be credited with having worked their regular shift for the District on that day.
3. When an OES assignment coincides with a regularly scheduled day off, assigned employees shall be credited with having worked overtime on that day.
4. Upon return from an OES assignment that has exceeded twenty-four (24) hours in duration and the day of return is a scheduled shift (work day) for the returning employee(s), the employee(s) have the option of working the remainder of the scheduled shift or take the remainder of the scheduled shift off by utilizing accrued Vacation hours.

Section 5. Work Schedule Modification

- A. The Fire Chief or his/her designee has the ability to modify a shift Battalion Chief's 48/96 work schedule to a forty (40) hour work schedule at no cost to the employee, to allow the Battalion Chief to attend specialized schooling or training.

ARTICLE 15 **UNIFORM ALLOWANCE**

Employees who are required to wear specified uniforms shall have such provisions as provided in accordance with the following:

Section 1. Shoulder Patches

This District shall provide five (5) shoulder patches to each represented employee. Unserviceable patches shall be replaced upon request to the appropriate Division. Additional patches may be purchased.

CHAPTER 3. BENEFIT PLANS

ARTICLE 16 HEALTH BENEFITS

Section 1. Dental Plans

Represented employees shall be eligible to enroll in either the District or Union dental plans, based on eligibility requirements of these plans and the benefit provisions applicable to each plan.

- A. The District shall, subject to availability, provide full-time employees and dependents with a dental plan.
- B. The District pays the premium for the Basic dental plan. Employees who select the Premium dental plan pay the difference between the Premium and Basic monthly premiums.
- C. Should any plan selected by an employee cost more than the District's required contribution, each covered employee is required to sign a payroll deduction form and shall pay the monthly difference by payroll deduction.
- D. Upon retirement, subject to the lawful rules of the insurance provider, a retiree may purchase (for themselves and eligible dependents) the dental benefits available to active employees. Premiums shall be paid monthly in advance to the District and shall include, if appropriate, any administrative charges levied by the insurance provider.
- E. District provided plans shall maintain or exceed the level of benefits currently offered by the District and those offered by previous plans.

Section 2. Vision Care Plan

- A. The District shall, subject to availability, provide full-time employees and dependents with a vision care plan.
- B. The District will provide up to \$18.75 per month per employee, toward the cost of this plan.

- C. Should any plan selected by an employee cost more than the District's required contribution, each covered employee is required to sign a payroll deduction form and shall pay the monthly difference by payroll deduction.
- D. Upon retirement, subject to the lawful rules of the insurance provider, a retiree may purchase (for themselves and eligible dependents) the vision benefits available to active employees. Premiums shall be paid monthly in advance to the District and shall include, if appropriate, any administrative charges levied by the insurance provider.
- E. District provided plans shall maintain or exceed the level of benefits currently offered by the District and those offered by previous plans.

Section 3. Medical

The District contracts for employee, dependents, retirees and dependents medical insurance benefit plans through the PERS Public Employees Medical and Hospital Care Program. Upon initial employment, eligible employees may enroll in any available medical plan of their choice. Thereafter, employees may change plans only during announced open enrollment periods.

- A. For employees or retirees who are enrolled in the Basic or Combination plans, the District shall contribute 92% of the medical premium towards the employees or retirees selected health plan. Employees and retirees will be responsible for the remaining 8% of the premium, and any additional amount above the premium cap. These contribution amounts became effective 7/1/13.

For retirees that are enrolled in the Medicare plan, the District shall contribute an amount equal to 100% of the third highest plan in CalPERS Bay Area at the tier that the employee selects. Retirees will be responsible for any additional amount above the premium cap. For retirees who are Medicare age who were hired prior to March 31, 1986 and are not eligible to enroll in Medicare due to a lack of credits, the District shall provide a stipend that equals an amount equal to 8% of the premium at the tier that the employee selects up to the third highest plan in CalPERS Bay Area. These contribution amounts became effective 7/1/13.

The premium cap (effective on 1/1/14) will be the third highest plan in CalPERS Bay Area rates at the tier that the employee selects, i.e. employee, employee plus one, employee plus family.

- B. In the event of the employee's/retiree's death, his/her dependents health coverage will continue subject to the general rules of eligibility of the plan.

Should any plan selected by an employee cost more than the District's required contribution, each covered employee is required to sign a payroll deduction form and shall pay the monthly difference by payroll deduction.

Section 4. Transition Coverage

- A. All benefits provided under COBRA will be in accordance with those provided by law on the date of the qualifying event.

Section 5. Flexible Spending Accounts

- A. The District shall establish the following Flexible Spending Accounts (FSA) as permitted by Internal Revenue Service Regulations:
 1. Out-of-pocket costs for District-sponsored health and dental insurance premiums;
 2. Unreimbursed health care expenses up to the statutory limit per plan year effective each January 1; and
 3. Dependent care reimbursement
- B. Administrative costs shall be paid by the employees participating in FSA for subparagraphs (2) and (3) above.
- C. Employees will be informed about the procedures, rules and the forfeiture of funds left unused in FSA.

Section 6. Retirement Medical

- A. Upon Retirement, medical coverage will be paid by the District for both the employee and dependents in accordance with Section 22810 of the Government Code which provides:

“...Any annuitant, who at the time he or she became an annuitant was enrolled in a health benefits plan, may continue his or her enrollments as provided by regulations of the board, without discrimination as to premium rates or benefit coverage.”

- B. Except for employees retiring for service connected disability, all new employees hired after December 1, 2011, and retiring from the District will obtain five percent (5%) credit per year towards retiree medical up to one hundred percent (100%) at the completion of twenty (20) years of employment with the District.

Section 7. Health Plan Savings

Effective July 1, 2013, the savings associated with the 8% employee and retiree premium contributions, and effective January 1, 2014, the savings associated with lowering the premium cap, as outlined above, shall be contributed into the OPEB trust established by the District with CalPERS to prefund retiree medical benefits. In consideration for employee contributions above each existing retiree, future retirees, and their survivors shall have a vested right to receive the maximum retiree health benefits that were provided as of July 1, 2013 and to receive the maximum amount of annual increases in subsidies or reimbursements for retiree health benefits in all subsequent years thereafter. This vested retiree health benefit right is promised to current retirees and future retirees, i.e. active employees when they retire even beyond the term of this MOU.

ARTICLE 17 **PUBLIC EMPLOYEE'S RETIREMENT**

During the term of this Agreement, the retirement plan for represented employees is PERS.

Section 1. Primary Plan -- PERS

The primary plan shall be the Public Employees' Retirement System (PERS), whereby all bargaining unit employees hired after the adoption of this Agreement, shall be required to participate in the PERS plan applicable to their position. The District shall maintain retirement benefits in accordance with its contract with the Public Employees' Retirement System (PERS) for Public Safety and Miscellaneous Employees.

Employees shall make PERS member contributions, as follows.

For safety employees who do not meet the definition of a "new member" under PEPRA (i.e. "classic safety members"), the full member's PERS contribution shall be nine percent (9%) of the employee's compensation reported to PERS.

For employees who meet the definition of a "new member" under PEPRA, the member's PERS contribution shall be 50% of normal cost, as determined by PERS.

In addition to paying the member contributions identified above, classic safety members shall engage in cost-sharing, pursuant to Government Code section 20516 (a), by contributing three percent (3%) of the employee's compensation reported to PERS towards the employer's PERS cost.

Section 2. Sick Leave Credit

At the employee's option, upon service retirement or disability retirement, the District will compensate an employee for up to forty percent (40%) of their accumulated "A" Bank sick leave.

The employee must notify the District no later than 30 days from their employment separation of their intention to be paid for sick leave. Failure to notify the District within thirty (30) days will result in all unused sick leave being reported to the Public Employees' Retirement System as additional service credit.

The total compensation to be paid shall be based upon the amount of accrued sick leave in the employee's account and shall be paid at the employee's "total hourly compensation".

Upon retirement, unused sick leave shall be reported to PERS for additional service credit in accordance with Title 2, Division 5, Part 3, Chapter 7, Article 3, Section 20965 of the California Government Code. For reporting purposes the following equivalents shall be used: 8 hours = 1 day, 1 day = .004 years, 2,000 hours = 1 year.

Section 3. Benefit Levels

1. Classic Safety members shall be three percent (3%) at age fifty (50).
2. Safety Employees who qualify as new members under PEPRA shall be 2.7% at age 57.

Section 4. PERS Member Contributions

The District shall in accordance with Internal Revenue Code Section 414 (h) (2) pass the necessary Resolution(s), which will allow for employee retirement contributions (both member contributions and cost-sharing) to be paid on a tax deferred basis.

Section 5. 1959 Survivor's Benefit

The District will provide 1959 Survivor's Benefit at Level 4, with the employee paying the two dollars (\$2.00) employee contribution, provided that the cost estimate is within the budgetary parameters. If it is not, the 1959 Survivor's Benefit will remain at Level 3.

ARTICLE 18

DEFERRED COMPENSATION

The District will maintain a deferred compensation program, which may be accessed by payroll deduction; however, the District will not contribute to any employee's account.

ARTICLE 19 **DISABILITY PLANS**

Section 1. Work-Related Disability Benefits

Represented employees who are disabled from performance of their normal duties as result of a work-related injury or illness shall have their wages and benefits provided exclusively through state law pertaining to workers compensation.

A. Eligibility:

Employees become eligible for District paid, automatic coverage on their first day of employment. Eligibility may discontinue or be interrupted by employment separation, lay-off, or any time an employee is on unpaid leave.

B. Benefits:

Public Safety Employees, as defined by applicable state law, are entitled to a maximum of one (1) year of full pay and employment benefits for disability. If an employee's disability is not permanent and stationary at the end of one (1) year the employee may use accrued paid leave on a coordinated basis with any remaining worker's compensation benefits up to full pay. When this option is used, any benefits from worker's compensation shall be assigned to the District with the leave use charged on a pro rata share. Employment benefits will be maintained for employees while receiving worker's compensation benefits whether or not such benefits are supplemented by other District leave benefits.

C. Exhaustion of Other Paid Leaves:

Employees who continue to be medically disabled following a discontinuation of worker's compensation benefits, and who subsequently exhaust their available accrued paid leave, will henceforth pay the District the entire premium amount for continuation of any insurance benefits, unless the employee is terminated or retired.

D. District Notice Return to Work Physical:

Employees absent due to a work-related disability shall keep the District informed of their condition, treatment, improvement, and expected date of return to duty.

- E. When employees are physically able to resume normal duties, they shall be required to provide the District with their treating physician's verification, subject to confirmation by a District paid medical examination.

ARTICLE 20 **LIFE INSURANCE**

Section 1. Benefits

- A. The District agrees to pay the premium cost to provide a twenty thousand dollar (\$20,000.00) life insurance benefit policy commencing the first of the month after hire and continuing until employee has completed one (1) year of continuous employment.
- B. The District agrees to pay the premium cost to provide a one hundred thousand dollar (\$100,000.00) life insurance benefit policy for each full time employee at the conclusion of one year of continuous employment.

ARTICLE 21

EMPLOYEE ASSISTANCE PROGRAM

The District shall make available to employees covered by this agreement, an employee Assistance Program. Such Program shall be at least equivalent to the program currently in effect for current District employees.

CHAPTER 4. LEAVES AND HOLIDAYS

ARTICLE 22 SICK LEAVE

Section 1. Definition

- A. Accrued sick leave as used in the Article shall be defined as absence from work without loss of pay due to a non-service connected illness or injury to the employee, family member, or birth/adoption of an employee's child.
- B. For the purpose of this section, the term "Family Member" shall include spouse, children, or any other person who is a permanent resident of the employee's household, or under the employee's direct care.

Section 2. Accumulation and Use

Full-time employees shall accumulate and may use sick leave at the following rates:

- A. Shift personnel shall accumulate sick leave at the rate of 288 hours per calendar year (24.0 hours per month).
- B. Day personnel shall accumulate sick leave at a rate of 206.63 hours per calendar year (17.22 hour per month).

- C. Sick leave shall be accrued and recorded at the end of each month.
Sick leave shall be accumulated on an unlimited basis.
- D. In the event that an employee exhausts their accumulated sick leave, other leave banks will be exhausted in the following order: 1. Vacation accrual, 2. Donated leave pursuant to District policy, 3. Unpaid leave status.

Section 3. Reporting

No Sick Leave will be allowed unless the employee uses due diligence in reporting their illness and contemplated absence as outlined in the District's Policies and Procedure Manual. Such report will be made at least one (1) hour prior to the start of their shift. Failure to exercise due diligence in advising the District will result in time lost being charged as absence without pay.

Section 4. Medical Certification

- A. Following any absence for serious illness, injury, or exposure to contagious disease, whether or not sick leave was used, the District may require a statement from a physician or nurse practitioner that the employee is fit to return to duty. A physician or nurse practitioner's certificate may be required for any amount of sick leave used on an individual basis.
- B. Any absence due to care for a family member illness/injury in excess of seventy-two (72) consecutive hours for shift personnel, and forty (40) consecutive hours for day personnel shall require a statement from the family member's physician, nurse practitioner, or other recognized health/mental health care specialists.
- C. Failure to provide required medical documentation to the District following any absence for serious illness, injury or exposure to contagious disease will be treated as leave without pay and the employee may not return to duty until acceptable documentation of health fitness is received by the District.

Section 5. Annual Sick Leave Buy-Back

Subject to the following conditions, the District shall compensate any requesting employee for accrued sick leave at their "total hourly compensation":

- A. First, no employee shall be eligible to receive compensation for accrued sick leave unless they have "banked" the required number of hours in their "A" Bank.

The "A" Bank must contain at least 1000 hours for all shift personnel and at least 741 hours for all day shift personnel, with measurement made as of each June 30 and notification to the employee no later than July 15..

- B. The employee, at their sole option, must notify the District not later than October 31 of their election to be compensated, including the total number of hours the employee wishes to sell. The notice shall be on a form provided by the District. Failure to submit a form by the deadline constitutes waiver of the right to sell sick leave hours for the calendar year.
- C. Second, an employee who has satisfied the requirements identified above may request to be compensated once per year, in aggregate, up to fifty percent (50%) of the hours accrued in the previous year (July 1 - June 30) at one hundred percent (100%) of the employee's base monthly compensation, inclusive of all incentives, on November 30.
- D. Any hours used in the previous year (July 1 - June 30) shall reduce the number of hours which the employee may relinquish.
- E. Relinquishment shall be at the employee's sole option.
- F. If an employee elects to sell any hours, all remaining hours from the year's accrual are placed in the employee's "B" Bank. Such hours may only be used either in the event of a catastrophic illness after exhaustion of the employee's "A" Bank and/or for additional service credit at retirement.
- G. If an employee elects to sell no hours, all remaining hours shall be placed in the employee's "A" Bank. Such hours may be used for normal sick leave and may also be sold at retirement pursuant to Article 17, Section 2.

ARTICLE 23 **VACATION**

Section 1. Vacation Leave

A. Definition

Vacation Leave is a benefit program designed to compensate employees for time not worked due to scheduled vacation. Vacation requests must be submitted twenty-four (24) hours before the beginning of a shift in which the requested vacation is to be used. Such application shall be made in accordance with District procedures twenty-four (24) hours before the beginning of the shift.

Represented employees shall accrue and rollover vacation as shown below.

MONTHS OF CONTINUOUS SERVICE	ANNUAL VACATION ACCRUAL	VACATION ACCRUAL LIMIT
61 to 120	216 hrs / year	360 hrs
121 to 180	264 hrs / year	440 hrs
181 to 240	288 hrs / year	480 hrs
241 or more	312 hrs / year	520 hrs*

The maximum accrual shall be limited to the amount found in the Vacation Accrual Limit column in the table above; at which time, the employee will not accrue/earn additional vacation leave time until the employee's balance is below said limit. In no event shall the District be required to pay any employee more than the maximum level.

The formula for per month calculations shall be the Annual Vacation Accrual hours divided by 12. The sum shall be rounded to two decimal places, with conventional numerical rounding of 5 or greater rounding up and 4 or less rounding down.

Suppression personnel that are on day assignment shall have accrued Vacation leave subject to the day conversion factor.

Section 2. Vacation Rate

- A. For shift personnel, twenty-four hours equals one shift. One cycle equals forty-eight hours.
- B. All accrued vacation at the time of retirement shall be paid at the employee's "total hourly compensation" rate.

Section 3. Anniversary Date

An employee's anniversary date will be considered as the first day of appointment.

Section 4. Credit Dates

Vacation will be credited monthly on the last day of the month.

Section 5. Vacation Increments

A. Shift Personnel

1. Vacation is to be taken in one (1) hour increments with a minimum of two (2) consecutive hours, except when "Emergency Leave" has been applied to a portion of the time needed or as allowed in accordance with Section 5.A.2.
2. Vacation sign-ups may be applied for at any time during the year. Such application shall be made at least 12 hours before the beginning of the shift in which the requested vacation is to be used. Up to 120 hours may be taken in one-hour increments with a minimum of two consecutive hours.

B. Day Personnel

1. Vacation may be applied for in one-hour increments at any time during the year with minimums to be determined by the needs of the District.

Section 6. Issuing and Application for Vacation

- A. Application for vacation will be made to the scheduling system. Such application shall be made at least 12 hours before the beginning of the shift in which the requested vacation is to be used.
- B. Day and Shift personnel shall not affect requests of one another unless a scheduling problem exists.

Section 7. Staffing

- A. There may be three shift Battalion Chiefs off on vacation/holiday per shift. The shift Battalion Chiefs can be on vacation in addition to the maximum allowed off in other bargaining Unions.
- B. Vacations may not be granted if personnel necessary to properly staff the stations are not available.

Section 8. Vacation Bids

- A. Each shift, under the direction of that Battalion Chief's Shift Representative shall coordinate that shift's vacation leave bidding in accordance with the wishes of the Battalion Chiefs assigned to that shift. In situations where an amenable compromise cannot be reached, seniority-in-rank shall be the determining factor for who shall be awarded the time period in dispute. Employees will select vacation days by November 30th of each year and the District will post the selected vacation days by December 15th for the following calendar year.

ARTICLE 24 **PERSONAL LEAVE**

Section 1. Emergency Leave

An emergency is an unforeseen circumstance, or its result, requiring the immediate response of an on-duty employee, or an employee enroute to work. Any absence due to an emergency shall only continue for the time reasonably required to adequately respond to the situation. Such leave must be requested of, and granted with pay by the immediate supervisor or designee, who shall assure that the granting of such leave does not leave the District severely understaffed.

1. Time Allowances

Employees may receive up to a maximum of 72 hours per calendar year for purposes of attending bona fide emergencies. Each incident of emergency leave use exceeding four (4) hours shall have the excess hours charged to vacation. In all cases of emergency leave, the Chief, or his designee, shall have the sole discretion as to what is a reasonable period of time. In no case shall the use of Emergency Leave result in expense to the District.

- 2. In the event that the leave is taken prior to the beginning of the shift, said leave shall be charged to vacation; however, provided that the staffing Battalion Chief was notified prior to the beginning of the shift, the emergency leave may be exercised due to special circumstance.**
- 3. The Fire Chief reserves the right to reduce this leave to 48 hours if there are abuses of the system.**

Section 2. Bereavement Leave

Employees shall be eligible for up to five (5) consecutive workings days of leave for day shift personnel, or three (3) consecutive 24-hour shifts off, without loss of pay or benefit, in the event of death in the immediate family, which shall include the employee's current spouse, mother-in-law, father-in-law, child, foster child, mother, father, brother, sister, grandparents, grandchildren, foster parents, any person residing in the employee's household or under the employee's direct care. In the event any of the above listed persons are step relatives, they shall be treated in the same manner as the listed relatives. This leave shall not be deducted from sick leave or vacation credit. Reasonable additional time off with pay may be granted by the Chief.

At the Fire Chief's discretion, bereavement leave for those persons not mentioned above may be approved without loss of pay or benefit.

Section 3. Child Birth Disability Leave

An employee who gives birth to a child may use up to a maximum of six weeks of paid leave after the birth of the child during the disability period. This paid leave is independent of other District accrued leave (SL, VL, PTO) and will run concurrently with protected leaves (FMLA/CRFA/PDL). The District shall require written confirmation of an employee's eligibility for this leave from the employee's health care provider. The Child Birth Disability Leave will commence on the date of childbirth and extend only so long as the employee is actually disabled by childbirth up to the six week maximum.

ARTICLE 25

JURY DUTY LEAVE

- A. Employees summoned for jury service will be released from scheduled duty without loss of pay for those periods they are required to be present at the courthouse provided they have requested "telephone standby." Employees summoned for jury service shall request "telephone standby" where available and appropriate, in writing either on the summons questionnaire or by separate letter and forward a copy of the request to Administration.
- B. Employees who are assigned to "telephone standby" by the Jury Commissioner shall notify their supervisor of this fact and report to work as scheduled. The District shall arrange suitable work assignments for employees on telephone standby so that they may be relieved of duty upon receiving notice to report for jury duty.
- C. To receive pay for work time lost, the employee must provide the District with a statement signed by an official of the court, certifying the employee's service as a juror or appearance in court for that purpose, the date or dates of attendance, and the time released from attendance.
- D. Day Shift Personnel
 - If the employee is on jury duty less than four (4) hours, he/she will be required to work the remainder of the day.
- E. Twenty-four (24) Hour Shift Personnel
 - 1. If a shift employee is required to return to jury duty the following day, then they do not need to return to work. If the jury duty is complete, then they need to return to work. If jury duty starts on Monday after closing on Friday, then the employee needs to report to work on Friday, Saturday, and/or Sunday if their assigned shift is working any of those shifts. During the Sunday shift, the employee shall be released at 1900 hours, so they will be rested for the Monday morning jury duty assignment.
 - 2. If the employee is required to report for jury duty on the day following his/her assigned duty shift, employee shall be released from duty twelve (12) hours prior to the end of his/her assigned duty shift for the purpose of assuring rest and alertness in the performance of jury duty.
 - 3. The supervisor shall arrange for replacement personnel, as required.

ARTICLE 26

HOLIDAYS

Section 1. Definition

Shift Battalion Chiefs shall receive as compensation for working or responding to the off-duty needs of the District on District recognized holidays, twelve hours of "holiday-in-lieu" pay per month at the hourly rate of "base + incentives," for any month in which such suppression/shift employees are employed by the District during that month for at least one full day. Full-time suppression/shift employees who work less than one month shall receive a pro-rated amount of the twelve hours based on the number of days worked in the month. The District shall observe official holidays in accordance with the following designated holiday schedule. The District's office may be closed on observed days for designated holidays and non-suppression/day shift employees who would otherwise have worked on such days shall utilize Vacation Leave, unless otherwise mutually agreed to by the employee(s) and the Fire Chief or his designated representative. The designated holidays shall be posted annually and shall be as follows:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving Day
11. Christmas Eve
12. Christmas Day

Section 2. Credit

Suppression employees reassigned to Day shift assignments shall not accrue Holiday Leave while assigned to days. Additionally, said employees shall be given the above referenced District recognized holidays off, without reduction of their Vacation accounts. Holiday accruals will be prorated in the event that an employee is not assigned to day shift for the entire year.

Section 3. Day Personnel Procedure

- A. If an employee's scheduled day off is either Friday, or Monday, during a standard District workweek in which a recognized holiday falls, the following shall apply:
 1. If the holiday falls on a Friday, the preceding day may be recognized; if

- the holiday falls on a Monday, the following day may be observed.
- B. If the recognized holiday falls on a Saturday, the preceding Friday may be considered the employee's holiday.
 - C. If the recognized holiday falls on a Sunday, the following Monday may be considered the employee's holiday.
 - D. This schedule may be deviated from with the approval of the Fire Chief or his designee.

CHAPTER 5. HOURS AND SCHEDULE

ARTICLE 27 SCHEDULE OF HOURS AND TOUR OF DUTY

Section 1. Duty Schedule

- A. The Duty Schedule for Shift Personnel is as follows:

Employees assigned to a twenty-four (24) hour work schedule in fire suppression shall work one-hundred and ninety-two (192) hours every twenty-four (24) day duty cycle.

The Duty Schedule is as follows:

"x" denotes a 24-hour work day or duty shift

"o" denotes a 24-hour day off or shift day off

x x o o o o

The above illustration is for descriptive purposes.

Shift personnel start their shift at 07:00 and continuing for a period of forty-eight (48) hours.

- B. Employees assigned to forty-hour-per-week positions are subject to a seven-day work period, which begins at 12:01 A.M. each Monday and ends at 12:00 midnight each following Sunday. Employees assigned such a work schedule are typically referred to as "day personnel."

ARTICLE 28

CONVERSION AND REPORTING OF TIME OFF BENEFITS

Section 1. Conversion From 24 Hour Shift to Day Shift

In order to provide equivalent periods of time off regardless of shift schedule, accrued Vacation for employees who are re-assigned from a twenty-four (24) hour shift to a Day Shift schedule will be reduced (i.e., divided) by a factor of 1.4 which is the fraction between a fifty-six (56) hour week and a forty (40) hour week. Conversion will apply to shift personnel who are assigned to Day Shift for thirty (30) days or more.

Section 2. Conversion From Day Shift to 24 Hour Shift

In order to provide equivalent periods of time off regardless of shift schedule, accrued Vacation for employees who are re-assigned from a Day Shift assignment to a twenty-four (24) hour shift schedule will be increased (i.e., multiplied) by a factor of 1.4, which is the ratio between a fifty-six (56) hour week and a forty (40) hour week.

Section 3. Reporting Time-Off Benefits

The District shall keep accurate records of the accrual and approved use of time-off. Employees may review their accrual and use records with one to two business days' notice to the District.

ARTICLE 29

REQUESTS FOR TRANSFER

Section 1. Battalion Transfer Selection Process: Vacancy

With respect to a vacancy caused by retirement, death, removal, resignation, promotion, or the opening of a new Battalion; a notice of any such vacancy shall be posted at all Battalion office work locations at least two (2) weeks before such vacancy shall be filled. Employees may then make a request through the chain-of-command to the Chief or the Chief's designee to be assigned to such vacancy. Seniority in rank shall be the factor in transfer assignments. The Chief, or the Chief's designee, shall advise in writing the disposition of all transfer requests.

Subsequent vacancies resulting from an assignment made pursuant to the above shall be filled in the same manner as prescribed above.

Employees changing shifts via request or bid forfeit previously scheduled leave bids or requests should the schedule on their new assignment not permit a similar leave availability.

Employees may trade bid selection Battalions with mutual consent of both parties and the Fire Chief or the Chief's designee.

Section 2. District Rights

This Article shall not preclude the District from altering Battalion assignments for specifically stated and defined Operational or Training needs.

ARTICLE 30 **SHIFT TRADES**

Section 1. Shift Trades

Shift employees shall be allowed to swap unlimited hours per month that are mutually arranged and agreed to between the trading employees, provided that said trade does not obligate the District to additional cost liability (any exception must be authorized by the Supervisor).

Neither the District nor the employee supervisor shall be held responsible for enforcing any agreement made between employees.

Section 2. Failure of Shift Trade to Appear

- A. In the event an employee fails to meet their commitment to a shift trade, the employee receives a Swap No Show and their sick leave accrual shall be charged at the rate of time and one-half for the period of their absence.
- B. In the event an employee is hospitalized, or an outpatient procedure is performed under anesthesia (General, Local, or Spinal) the deduction to the employee's sick leave account shall be at the straight time rate after Sick Leave documentation is provided to the District. If the obligation to work a swap is not met as the result of calling in sick, the conditions set forth in ARTICLE 22: SICK LEAVE shall apply. The employee receives a Swap No Show and their sick leave accrual shall be charged at the rate of time and one-half for the period of the employee's absence.
- C. If the commitment to work a trade is broken as the result of a 4850 injury within forty-eight (48) hours of the shift to be worked, there shall be no deduction from the employee's leave bank.
- D. In the event that there is no verifiable medical issue that caused the failure to meet the swap obligation, the employee receives a Swap No Show and the employee's sick leave account shall be charged by the rate of time and one-half for the amount of time obligated in the trade.
- E. An employee may use Vacation Leave during a Swap On as long as VL requirements are met as listed in Article 23.
- F. While shift trades are between the parties, failure to meet the obligation involves the District and is a violation of the contract and may therefore subject the employee to progressive discipline. The District, at its' sole discretion, reserves the right to offer the employee the opportunity to work for the District at a predetermined time in the future, so as to mitigate the use of sick leave. The District will notice the employee of a minimum of three (3) dates in the future that are available to work a Swap Make Up. When a Swap Make Up is worked, SL hours from the Swap No Show are credited to SL accrual banks. This right does

not remove the possibility of progressive discipline for the violation of the MOU.

- G. In the event that an employee fails to meet their commitment to shift swap due to bereavement leave, the employee will be excused and will be allowed to fulfill the swap obligation to the District at a predetermined time in the future. The Swap no Show and Swap Make Up codes and process are utilized.
- H. In the event of a Worker's Compensation injury outside of forty-eight (48) hours of the shift to be worked, disability, retirement, termination, or death, the employee is obligated to cover their own scheduled shift of the shift trade, or the employee's sick leave account shall be charged by the rate of time and one-half for the amount of time obligated in the trade. The Swap no Show and Swap Make Up codes and process are utilized.
- I. If an employee has two (2) Swap No Shows, the employee's swap opportunity shall be revoked for a period of six (6) months starting from the date of the second Swap No Show.

Section 3. Limitations

Employees trading in the Battalion Chief classification shall be rank for rank or must be on the current promotional list.

Employees who are working a shift swap shall not be moved from their shift swap assignment/position, unless there is a business need.

CHAPTER 6. PROBATION, DISCIPLINE AND GRIEVANCES

ARTICLE 31 PROBATIONARY PERIOD

Section 1. Length of New Hire Probationary Period

To enable the Fire Chief to exercise sound discretion in filling positions within the District, no appointment for employment in any position in the District shall be deemed final until after the expiration of a period of twelve (12) calendar months probationary service in full duty status.

Absences, light duty, modified duty, day assignments (for suppression personnel) and any other assignment other than full duty status shall not count towards the probationary period.

During this probationary period, the Fire Chief may cancel the employment or appointment without right of appeal with respect to the reasons for cancellation.

Section 2. Length of Promotional Probationary Period

Employees promoted in classification shall not be deemed final and regular status until after the expiration of a period of six (6) calendar months probationary service.

Absences, light duty, modified duty, day assignments (for suppression personnel) and any other assignment other than full duty status shall not count towards the probationary period.

During this probationary period, the Fire Chief may cancel the appointment without right of appeal.

Section 3. Disposition of Probationer

Continuous service in the position after the expiration of the probationary period shall constitute regular status appointment.

Any employee demoted during their probationary period following a promotional appointment shall be reinstated in the position from which promoted.

ARTICLE 32 **DISCIPLINARY ACTION**

Section 1. Definition

As used herein, "disciplinary action" means reduction of pay step in class, suspension, demotion, dismissal, or written reprimand. Any suspensions involved under this Article against an employee for one or more periods shall not aggregate more than one (1) calendar month in any one case.

Section 2. Reasons for Disciplinary Action

Each of the following constitutes illustrative reasons to begin disciplinary action against any employee:

Documented fraud in securing appointment;

The proven willful or negligent act or actions that jeopardizes the health and safety of employees or the public;

Proven neglect of duty;

On-duty insubordination to a superior officer as indicated by the District Table of Organization;

Documented or proven Dishonesty;

Witnessed and documented use and/or under the influence of alcoholic beverages while on-duty;

The illegal on-duty use of controlled substances or habit-forming drugs;

Unauthorized absences without leave, including violations of Article 4 of the MOU;

Conviction of a felony. A plea or verdict of guilty, conviction, or a conviction following a plea of nolo contendere, to a charge of a felony is deemed to be a conviction within the meaning of this Section;

Witnessed and documented discourteous treatment of the public or other officer or employee, while on-duty;

Witnessed and documented willful disobedience while on-duty;

Documented violations of any of the rules set forth in the rules and regulations of the adopted Policies and Procedures manual(s);

Proven theft of any District property, or that of its agents;

Witnessed on-duty physical altercations;

Witnessed, proven and documented on-duty act or conduct, or the off-duty conviction of an illegal act or conduct that is discriminatory in nature toward another person's race, creed, color, national origin, sex (including sexual harassment), age, religious beliefs or political affiliations;

Proven and documented inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks or training, or failure to discharge duties in a prompt, competent, and reasonable manner;

Witnessed and documented refusal or the inability to improve one's job performance in accordance with written or verbal direction after a reasonable trial period.

Section 3. Persons Authorized to Administer Disciplinary Action

The Fire Chief shall have the authority to take disciplinary action personally or through such managers and supervisors as s/he so designates.

Section 4. Notice Required in Discipline Cases

Whenever disciplinary action (Suspension Without Pay, Demotion, or Discharge) is proposed, a Notice of Proposed Disciplinary Action shall be served upon the employee either personally or by registered or certified mail, return receipt requested, which shall include:

A statement of the nature of the disciplinary action;

The effective date of the proposed action;

A statement in ordinary and concise language of all the specific facts or upon which the disciplinary action is based;

A copy of documents upon which the proposed action is based and if too voluminous to be included with the notice, where they may be reviewed and copied;

A statement advising the employee of their right to refute the charges in person or in writing at a Predisciplinary Conference; and

The date and time of the Predisciplinary Conference.

Section 5. Predisciplinary Conference

Within five (5) calendar days (excluding Saturdays, Sundays, and District holidays) after issuance of Notice of Disciplinary Action, the Fire Chief or the Chief's designee shall conduct a predisciplinary conference to review the written or oral presentation provided by the employee for whom the disciplinary action is proposed. At this meeting, the employee and/or the employee representative shall make known any evidence which could cause the disciplinary action to be rescinded or altered. Failure by the employee to avail themselves of this opportunity to be heard shall be deemed acceptance of the proposed disciplinary action and specific waiver of further rights to appeal.

After the completion of the Predisciplinary Conference and any actions believed by the Chief (or their designee) to constitute appropriate follow-up, the Chief shall issue a decision regarding the proposed disciplinary action. Such decision may be to rescind, modify or impose such action. If the Chief's decision is to impose discipline, another Notice of Disciplinary Action shall be issued to the employee, which shall include:

A statement of the nature of the disciplinary action;

The effective date of the action;

A statement in ordinary and concise language of all the specific facts or upon which the disciplinary action is based;

A copy of documents upon which the action is based and if too voluminous to be included with the notice, where they may be reviewed and copied; and

A statement advising the employee of their rights to appeal and that such appeal must be filed within fourteen (14) calendar days (excluding Saturdays, Sundays, and District holidays) of the date of such notice.

Section 6. Appeal and Answer

The affected employee may, within fourteen (14) days (excluding Saturdays,

Sundays, and District holidays) after receiving written notice of the Chief's decision to impose disciplinary action, appeal the imposition of disciplinary action through this Agreement, beginning with Article 33, Section 9 of the Grievance Procedure.

Section 7. Failure to File Appeal Notice

If the employee against whom a notice of disciplinary action has been filed fails to file a notice of appeal within the time specified in these rules, then disciplinary action shall become final without further action.

ARTICLE 33 **GRIEVANCE PROCEDURE**

The parties agree to implement the following grievance arbitration procedure:

Section 1. Definitions

"Grievance" is a dispute between one or more employees and the Fire District or a complaint by one or more employees or Union, against the District. Such a dispute or complaint must relate to the interpretation, application, or enforcement of this MOU or an action of the District which relates to the benefits or working conditions of the employees of the District. Disciplinary actions taken by the District against an employee are included within the meaning of grievance. The exercise of management prerogatives which relate to the implementation of District policy in effectuating the mission of the District are not included within the meaning of grievance.

Section 2. Time Limits

Grievances not presented within the time limits established for each step of this procedure shall not be considered.

Section 3. Presentation:

An employee and/or the Union representative may present a grievance while on duty, provided such presentations and discussions do not disrupt District operations and are kept to a reasonable minimum.

Section 4. Procedure

All grievances as defined herein shall be processed in accordance with this procedure. The Union may refuse to represent a grievant and the District may refuse to consider a grievance in those circumstances where the aggrieved party has not followed this procedure.

STEP 1: Within twenty (20) days of the acts and/or omissions giving rise to the grievance or within twenty (20) days of the time the employee or the Union should reasonably have been aware of said acts and/or omissions, the grievance shall be discussed informally with the officer or officers most directly responsible for the circumstances which gave rise to the grievance. If the grievance is not resolved within twenty (20) days of the date on which it is first presented at Step 1, the grievant may proceed to Step 2.

STEP 2: The grievance may be presented to the District's Human Resources Manager on the form provided for this purpose and incorporated

herein by reference as Appendix A within ten (10) days of the conclusion at Step 1. If the H.R. Manager misses the timeline, the grievant has the right to proceed to the next step of the process.

The Human Resources Manager shall conduct such investigation as deemed appropriate and shall issue a written determination within twenty (20) days of the date which the grievance is first presented at Step 2. If the determination is not satisfactory to the grievant, the grievant may request that the matter be submitted to binding arbitration.

STEP 3: A request for binding arbitration at Step 3 of this procedure shall be made in writing by the Union to the Human Resources Manager within 15 days of the date of which the grievant received a copy of the written determination at Step 2. An arbitrator may be selected by mutual agreement between the parties. Should the parties fail to agree upon an arbitrator, they shall make a joint request to the Mediation and Conciliation Service of the State of California, for a list of five (5) qualified arbitrators. Each party shall alternately strike one name from the list and the last remaining name shall serve as arbitrator. The first party to strike a name shall be determined by the toss of a coin. It shall be understood in disputes involving interpretation of the MOU, that the arbitrator will only interpret this Memorandum of Understanding and will not have the power to add to, delete from, or amend any part of this agreement. The arbitrator's decision shall be final and binding on the District, the Union and the grievant. All fees and costs of the arbitrator and court reporter, if any, will be borne by the losing party. The union has the authority to settle grievances at any step in the process on behalf of members of the bargaining unit.

APPENDIX A.**GRIEVANCE FORM****BATTALION CHIEF'S ORGANIZATION – LOCAL 522**

SACRAMENTO METROPOLITAN FIRE DISTRICT

GRIEVANCE FORM

TO: Human Resources Manager

FROM:

1. Statement of grievance and all claims and facts upon which it is based, including dates and time where applicable (Attach extra sheets if needed):

2. Articles of the Memorandum of Understanding or other District document which pertains to this grievance:

3. Remedy or correction requested of the District:

Print Employee Name

Employee Number

Employee Signature/Date

Union Representative Signature/Date

CHAPTER 7. PERSONNEL RECORDS

ARTICLE 34 PERSONNEL RECORDS

Section 1. Inspection

Employee personnel records shall be subject to inspection only by the employee concerned; their agent or representative designated by them in writing; management and its agents such as insurance carriers, attorneys, and law enforcement agencies; and those with court orders or subpoenas.

The District shall be held harmless in regards to any legitimate subpoena authority. However, where a subpoena has been honored, the affected member shall be notified as soon as possible thereafter.

Section 2. Removal From Consideration

Reports of Occurrence and Recommendations for Disciplinary Action shall not be entered in the employee's personnel file except when attached to and made a part of a Counseling Memo or actual Disciplinary Action. Records contained in an individual employee's personnel file shall be removed in accordance with the following schedule:

Written Reprimands and Suspensions of up to three (3) shifts or an equivalent reduction in salary step, after 2 years; Suspensions of more than three (3) shifts or an equivalent reduction in salary step, after 4 years; and, all other Disciplinary actions, after 4 years.

Section 3. Commendation

An employee may request that a complimentary letter, report, or other written communication be placed in their personnel file.

CHAPTER 8

MISCELLANEOUS

ARTICLE 35

EXPOSURE TO CONTAGIOUS DISEASE IN THE COURSE AND SCOPE OF EMPLOYMENT

Section 1. Exposure

When an employee has been exposed to a suspected contagious disease during the course and scope of employment, the nature and circumstances of exposure shall be promptly reported to the Districts designated representative who after such medical investigation as he deems appropriate, shall advise the Battalion Chief whether they will be required to remain off-duty for an appropriate period of quarantine. In the event the employee is required to remain off duty for these purposes, they will be compensated in accordance with the provisions of Section 4850 of the California Labor Code.

Section 2. Baseline Screening

The District will pay the cost of any co-payment incurred by an employee who receives baseline screening for AIDS through the employee's primary health care plan, if baseline screening is available. The District Agrees to provide baseline screening for both Hepatitis B and Tuberculosis on an annual basis at District expense.

ARTICLE 36

DRIVER'S MEDICAL EXAMINATIONS

If the District expressly requires an employee to secure other than a Class C drivers license, the District will pay for the medical examination and off-duty time to take the medical examination, as well as off-duty time and licensing costs associated with required specialized testing. Off-duty time will only be paid when scheduled by the District, or with the District's approval.

ARTICLE 37

SENIORITY

Fire District seniority will be determined by the employee's date of employment with the District. An employee's rank will not change their District seniority status. In cases where more than one employee has the same date of employment, seniority will be determined by the employee's position on the eligibility list with the employees highest on the list having seniority. The seniority list is available on the District's P-drive.

Rank classification seniority will be determined by the effective date of promotion to a rank or position. In cases where more than one employee has been promoted to a rank or position with the same effective date, the employee's seniority in that rank will be determined by their order of promotion with the employees selected first having seniority.

As a result of merger, reorganization, and/or consolidation employees having the same effective date of promotion shall have their seniority in rank determined by overall District seniority.

When promotional vacancies become available and it is determined the position is to be filled, reasonable efforts will be made to fill these positions within ninety calendar days.

ARTICLE 38 **REDUCTIONS IN FORCE**

Section 1. Economic Reopening

The Union and the District shall make every reasonable effort to cooperate so as to avoid economic or other circumstances which would require a reduction in District workforce. This mutual obligation shall include the obligation to reopen to the meet and confer process any provision of this Memorandum of Understanding which relates to the circumstances which threatened to cause a reduction in force. If during its term the parties hereto should mutually agree to modify, amend or alter the provisions of this agreement in any respect, such changes shall be effective only when reduced to writing and executed by the authorized representatives of the District and the Union. Any such changes validly made shall become a part of this agreement and subject to its terms.

Section 2. Reduction in Force

In the event the Board of Directors, in its exclusive judgment, ultimately decides that a reduction in force shall be implemented, the Board shall specify the number of positions to be authorized within each job classification.

Procedure:

The Fire Chief shall then designate those employees to be laid off in accordance with the Board's specified number of authorized positions in each job classification and in accordance with the following procedures.

Employees shall be laid-off in inverse order of seniority by job classification except that an employee in a higher paying job classification shall have the right to "bump" employees in lower paying job classifications in which the higher paid employee was previously employed.

An employee who "bumps" to a lower paying job classification will be placed on the applicable seniority list for that classification according to the employee's prior District service (promotion date) in that rank.

Employee(s) cannot "bump" into a lower paying job classification that they were not previously employed and successfully completed probation, unless while during probation in the lower paying job classification the employee was promoted into the higher paying job classification. Upon reduction employee must complete the probation period in lower paying classification.

Employee(s) to be laid-off will commence with the highest job classification.

Those employee(s) will be "bumped" and be integrated into the appropriate lower paying job classification prior to any employee being laid-off in the lower paying job classification.

In the event that an employee "bumps" to a lower paying job classification in accordance with the provisions of this Article, their salary shall be immediately reduced to the step of the lower salary range which would have applied had the employee never been promoted to the higher paying position.

Prior to an employee being laid off, said employee may be required to submit to a physical examination with a District paid physician. Said examination shall be based on present District physical, taking into consideration employee's age at the time of said examination. If said examination determines an employee to be physically disabled, and impaired their ability to be recalled, said employee may apply for disability benefits provided by the District. A disability shall not remove an employee's name from the recall List, unless, said employee is determined to be totally disabled. Physical examinations shall be at the District's expense.

When vacancies occur within two (2) years after the date an employee is laid-off under this Article, the employee shall be given the opportunity to be rehired or advanced to their former classification provided a vacancy exists in the classification, in accordance with seniority and prior to the employment of any new employee in that classification; provided, however, that such reduced or laid-off employee meets the physical and other qualifying standards in effect at the time that they had been previously appointed to the classification into which they seek to be returned. If any such reduced or laid-off employee fails to report for duty within thirty (30) days after mailing a written notice by registered mail to the last known address, they shall have lost the right to be rehired or advanced hereunder.

In the event that an employee is advanced from a job classification to another job classification in accordance with the provisions of paragraph 5 above, their salary shall revert to the step of the higher range that would have applied had there not been a reduction in job classification as a result of a general lay-off.

If at any point in time during the two (2) year reinstatement period (as identified above), the District reclassifies the job descriptions, but maintains similar job functions, the employees who were directly affected by the initial lay-off from their previously held positions, will be granted re-hiring rights under the new job description/classification. This will remain in effect for the entire duration of two (2) years.

Section 3. Replacement Personnel

The District shall not hire part-time or grant funded employees to the positions where layoffs have occurred to supplement the loss of the District's regular status work force.

ARTICLE 39

HOUSE FUND

All employees shall be enrolled as members of the House Fund and have a monthly fee for such fund deducted from their payroll.

ARTICLE 40

MILEAGE REIMBURSEMENT

In the event an employee is required to use their personal automobile on District business, including intra-District travel, they shall be reimbursed at a rate consistent with the IRS code. The District will send an electronic bulletin when IRS mileage reimbursement rate information becomes available.

Employees are to submit such reimbursement requests at the end of each month in which required travel occurred. The request shall minimally contain the date of travel, travel locations and reasons, and mileage for each complete trip.

ARTICLE 41

PHYSICAL FITNESS

Section 1. Voluntary Physical Fitness Program

A. Suppression Employees

An hour shall be allowed during the 24-hour shift for voluntary participation in a physical fitness program. Those not participating shall continue routine duties at their station. Designated clothing as stipulated by the District shall be worn by all participants in physical fitness.

B. Day Employees

Thirty (30) minutes shall be allowed three (3) times a week during regularly scheduled work hours for voluntary participation in a physical fitness program. Those not participating shall continue routine duties at their assigned work location.

ARTICLE 42

CONTINUING EDUCATION

To be effective on January 1, 2005.

- A. An employee may receive in continuing education five percent (5%) of base pay.
- B. In order to qualify for pay pursuant to this provision, eligible employees must participate and successfully complete approved training courses of no less than forty (40) hours every year. Training courses shall be pre-approved by the District.

ARTICLE 43

LONGEVITY PAY

Longevity pay incentive shall be paid at the rate of two percent (2%) of base salary effective upon ten (10) years of continuous service pursuant to the District's seniority roster. Upon fifteen (15) years of continuous service there shall be another two percent (2%) of base salary incentive applied, such that the total incentive is four percent (4%) of base pay. Upon seventeen (17) years of continuous service there shall be another two percent (2%) of base salary incentive applied, such that the total incentive is six percent (6%) of base pay. Upon twenty (20) years of continuous service there shall be an additional three percent (3%) of base salary incentive applied, such that the total incentive is nine percent (9%) of base pay. Upon twenty-five (25) years of continuous service there shall be another three percent (3%) of base salary applied, such that the total incentive is twelve percent (12%) of base pay. The entire longevity pay incentive shall not exceed a maximum of twelve percent (12%) of base salary.

ARTICLE 44 **PARITY SURVEY**

- A) It is the intent of the District and the Union to maintain compensation parity for all personnel represented by the Union. The District and the Union agree to the utilization of the designated "Metro" agencies. The "Metro" agencies identified are to be utilized for the purposes of establishing a "parity survey," Based on the classification of Fire Captains at the top step. The compensational items utilized for comparison will be base monthly salary, longevity, EMT, paramedic, bilingual, uniform, education, holiday, and subtracting employee paid medical and pension contributions.
- B) The "parity survey" of the identified fire agencies will take place approximately six (6) months prior to the expiration of this MOU. The survey will identify a numerical list of the agencies within the total "Metro" parameters, as set forth by the preceding criteria. Union representatives and the Fire Chief, or his/her designee, agree to determine for comparative purposes only the percentage base salary adjustment that would match the total compensation for a SMFD Captain with a Fire Captain in the fifth highest ranked agency on the list.
 - 1. The survey of comparable agencies will capture any and all compensation adjustments, as defined above, that will take place in the following fiscal year. This is to ensure that the compensation adjustments will be commensurate to the same time frame as the compensation period.
- C) The Metro 14 Survey shall be conducted for comparative purposes only, and no salary adjustments shall be made pursuant to the survey except as a result of future MOU negotiations
- D) The designated "Metro Agencies"

Alameda County
Contra Costa County
Kern County
Long Beach City
Los Angeles City
Los Angeles County
Oakland City
Orange County
Sacramento City
San Diego City
San Francisco City
San Jose City
Ventura County

SIGNATURE PAGE

IN WITNESS WHEREOF, the representatives of each party to this Memorandum of Understanding have affixed their signatures to this document on the dates set forth below.

SACRAMENTO METROPOLITAN FIRE DISTRICT

3/7/2022

DATE

DocuSigned by:

Todd Harms

3AE00E5DDFA0441...

Todd Harms, Fire Chief

3/7/2022

DATE

DocuSigned by:

Ty Bailey

E8D20E52D829400...

Ty Bailey, Deputy Chief

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 522, AFL-CIO

3/4/22

DATE

Trevor Jamison, President, Local 522

3/7/2022

DATE

DocuSigned by:

Matt Cole

C23F40220A88440...

Matt Cole, Vice President, Local 522

MEMORANDUM OF UNDERSTANDING

FOR THE

**ADMINISTRATIVE SUPPORT
PERSONNEL
AN AFFILIATE OF
LOCAL 522**

TERM OF AGREEMENT

JANUARY 1, 2022 THROUGH DECEMBER 31, 2022

TABLE OF CONTENTS

CHAPTER I ADMINISTRATION MATTERS	1
ARTICLE 1 PREAMBLE AND RECOGNITION	1
ARTICLE 2 UNION SECURITY	2
ARTICLE 3 UNION BUSINESS LEAVE	3
ARTICLE 4 [RESERVED]	4
ARTICLE 5 DISTRICT RIGHTS	5
ARTICLE 6 POLICIES AND PROCEDURES	6
ARTICLE 7 SEPARABILITY AND ECONOMIC REOPENING	7
ARTICLE 8 TERMS OF AGREEMENT AND MODIFICATIONS	8
CHAPTER II COMPENSATION	9
ARTICLE 9 WAGES	9
ARTICLE 10 INCENTIVE AND ALLOWANCES	11
ARTICLE 11 DISTRICT OVER-TIME PAY/CTO/CALL BACK	13
CHAPTER III BENEFITS PLANS	14
ARTICLE 12 HEALTH PLANS	14
ARTICLE 13 DENTAL / VISION PLANS	16
ARTICLE 14 RETIREMENT PLANS	17
ARTICLE 15 LONG-TERM DISABILITY PLAN	19
ARTICLE 16 WORK-RELATED DISABILITY BENEFITS	20
ARTICLE 17 LIFE INSURANCE	21
ARTICLE 18 EMPLOYEE ASSISTANCE PROGRAM	22
CHAPTER IV LEAVES AND HOLIDAYS	23
ARTICLE 19 PAID TIME OFF	23
ARTICLE 20 PERSONAL LEAVE	26
ARTICLE 21 JURY DUTY	29
ARTICLE 22 RECOGNIZED HOLIDAYS	30
CHAPTER V HOURS AND SCHEDULES	31
ARTICLE 23 DUTY HOURS AND SCHEDULE	31
CHAPTER VI PROBATION, PROMOTION, DISCIPLINE, GRIEVANCES AND PERSONNEL RECORDS	32
ARTICLE 24 PROBATION PERIODS	32
ARTICLE 25 PROMOTIONS	34
ARTICLE 26 INTER-DEPARTMENT TRANSFERS	35
ARTICLE 27 DISCIPLINARY ACTIONS	36
ARTICLE 28 GRIEVANCE PROCEDURE	39
CHAPTER VII MISCELLANEOUS PROVISIONS	41
ARTICLE 29 PERSONNEL RECORDS	41
ARTICLE 30 EXPOSURE TO CONTAGIOUS DISEASE IN THE COURSE AND SCOPE OF EMPLOYMENT	43
ARTICLE 31 SAFETY	44
ARTICLE 32 SENIORITY	45
ARTICLE 33 REDUCTIONS IN FORCE AND RECALLS	46
ARTICLE 34 HOUSE FUND	48

ARTICLE 35	MILEAGE REIMBURSEMENT	49
ARTICLE 36	UNION BULLETIN BOARD	50
ARTICLE 37	DEFERRED COMPENSATION	51
ARTICLE 38	PHYSICAL FITNESS	52
ARTICLE 39	PARITY SURVEY.....	53
ARTICLE 40	LONGEVITY PAY.....	54
SIGNATURE PAGE		55
APPENDIX A		56

CHAPTER I

ADMINISTRATION MATTERS

ARTICLE 1 PREAMBLE AND RECOGNITION

- A. This Memorandum of Understanding ("MOU") is entered into by and between the Sacramento Metropolitan Fire District, hereinafter referred to as the "District", and the Administrative/Support Personnel an affiliate of the Sacramento Area Local Fire Fighter Local 522, AFL/CIO ("ASP") herein referred to as the "Union". It is the purpose of this agreement to achieve and maintain harmonious relations between the District and the Union in accordance with the provisions of the California Government Code Section 3500 et. Seq. and the District's resolution pertaining to employer/employee relations.
- B. This MOU shall not be binding on either party until accepted on behalf of the District by motion or resolution of the Board of Directors and signed by the District's Representative and on behalf of ASP by majority vote of the members of the Bargaining Unit, as evidenced by the signature of the Unit Representative on the agreement, and by majority vote of the Executive Board of Local 522, as evidenced by the signature of the Union's President or his designee, on this agreement.
- C. The agreements contained herein shall pertain only to those employees whose job classifications are included in the Bargaining Unit for which ASP has been formally recognized as exclusive representative.
- D. It being the intent of the parties that this MOU set forth all agreements and understanding between the District and the Union pertaining to matters within the scope of representation, all prior agreements and understanding whether formal or informal, written or unwritten, shall be binding upon the parties only to the extent specifically provided for in this MOU.
- E. The District hereby recognized the Union as the exclusive bargaining agent for those employees occupying the classification titles listed in the Salary of Schedule (Art. 9) contained herein. Excluded from representation by the Union shall be members of any other bargaining units exclusively recognized by the District as part-time, temporary, resident, volunteer, management, and confidential employees of the District. The District agrees to meet and confer and other wise deal exclusively with the Union on all matters relating to the scope of representation pertaining to represented employees as authorized by law.

ARTICLE 2

UNION SECURITY

- A. It is recognized that all employees in the bargaining unit may or may not join the Union, at the individual's discretion and that no such employee shall be required to become a member of the Union as a condition of their employment or continued employment by the District.
- B. It is further recognized that the Union, as the recognized bargaining representative, provides through the representation process for the improvement of wages, hours, and other terms and conditions of employment for all bargaining unit employees, whether Union members or not. . The Union will timely inform the District when employees in the bargaining unit join or leave the Union. The District will thereafter deduct or cease to deduct Union dues as provided by law.
- C. The Union shall promptly refund to the District any amounts paid to the Union in error under this Section. The Union expressly agrees to indemnify and hold the District harmless from any and all claims, demands, costs (including an costs incurred by the District in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the District in the adoption or administration of the section. This hold harmless and indemnity agreement shall include but not be limited to employee legal actions of any sort or nature against the District undertakes disciplinary action against an employee pursuant to this Section, this hold harmless and indemnity agreement shall cover all costs and expenses, including any costs incurred by the District in defense of a lawsuit.

ARTICLE 3

UNION BUSINESS LEAVE

- A. Subject to approval by the Fire Chief or his designees, the Union representative and/or designee shall be granted reasonable paid release time to conduct Union business directly related to the District's employer/employee relations.
- B. During a scheduled meet and confer session, a reasonable number of members of the employees' negotiation committee shall be granted release time from his/her regularly scheduled shift, without loss of compensation or other benefits for a reasonable period before and after any scheduled meet and confer session for the purpose of a caucus. Such release time shall include reasonable travel time to and from the employee's duty location and the scheduled meeting location.
- C. The Fire Chief does reserve the right to temporarily postpone or even cancel the session if conditions or circumstances are of a nature that adequate staffing of the District's emergency services would be adversely curtailed by the release of the affected personnel.
- D. The Union Officers and Unit Representatives and/or designees shall be granted leave from duty for Union business, such as attending labor conventions and education conferences, if such leave does not reasonably interfere with or disrupt the workings of the District.
- E. The District will provide 120 hours per calendar year for Union leave for the purpose described in Item A of this section.
- F. There shall be no accrual of unused hours from year to year.
- G. The Union may request the purchase of additional hours at the appropriate rate of compensation for an employee of like rank. Additionally, employees may donate Personal Time Off ("PTO") leave to the Union leave account. Donated hours will reside in an independent account and shall not roll-over from year to year.
- H. The Local 522 Vice President will approve the use of Union Business Leave.

ARTICLE 4

[RESERVED]

ARTICLE 5

DISTRICT RIGHTS

The District retains all rights to manage, direct, and control its business in all particulars, except as such rights are expressly and specifically modified by the terms of this Agreement or any subsequent amendment. Those rights include, but are not limited to the following.

- A. To determine the merits, necessity, nature, extent or organization of any service or activity conducted, as well as the right to determine and implement its public functions and responsibilities.
- B. To direct employees of the District.
- C. To hire, promote, transfer, and assign qualified employees in positions within the District.
- D. To dismiss employees because of lack of work or for other reasonable causes.
- E. To reprimand, demote, suspend or discharge employees for proper cause.
- F. To determine the District's budget and number of employees and the methods and technology of performing its work.
- G. To take whatever action may be appropriate to carry out its mission in situations of emergency.
- H. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.
- I. To make known to the Union and its members other reasonable rules and regulations the District may judge appropriate, prior to enforcing said rules and regulations the District will fulfill the requirements set forth under the Meyers-Milias-Brown Act (MMBA).
- J. To establish and modify productivity and performance programs and standards.

ARTICLE 6

POLICIES AND PROCEDURES

- A. The District Policies and Procedures concerning wages, working hours, terms of employment and/or working conditions shall become part of this Agreement. When any changes are proposed by the District or the Union to any of these policies, provide those changes affect wages, hours, or conditions of employment, the Union and the District shall meet and confer on those changes.
- B. Access to electronic copies of the Policies and Procedures shall be available to each employee, at his/her regular work site. Additionally, a copy will be provided to the Local.

ARTICLE 7

SEPARABILITY AND ECONOMIC REOPENING

- A. If any article or provision of this Agreement or any portion thereof or the application of such to any person or circumstance is inconsistent with applicable law or is otherwise held to be invalid by a court of a competent jurisdiction, the remainder of this Agreement or the application of such portion to persons or circumstances other than those as to which it is held invalid shall not be affected.
- B. If at any time, during the term of this MOU, by reason of government or court action, or other legitimate reason beyond the control of the District, the District's general fund reserve is depleted to 9.0% or less of the total amount budgeted for general fund (also referred to as Fund 212A) expenditures and transfers out in the budget (Preliminary, Final, or Mid Year) of the Current Fiscal Year in effect at the time the District reserves the right to reopen the MOU and to meet and confer on economic terms of this Understanding. Should the parties be unable to agree within one hundred and eighty (180) days from the date of their first meeting on the subject, the parties will enact the District's Employer-Employee Relations Resolution.

ARTICLE 8

TERMS OF AGREEMENT AND MODIFICATIONS

A. The terms and conditions of this MOU are effective on January 1, 2022, and shall remain in full force and effect through December 31, 2022.

or

1. Until earlier amended, modified, or superseded by a properly executed and accepted Memorandum of Understanding between the parties;

or

2. In the event of an impasse in negotiations concerning an amendment or modification to the terms and conditions specified herein, by motion or resolution of the Board of Directors of the District.

or

3. In the event of an emergency, by notice from the Fire Chief or the Fire Chief's designee, subject to the right of the Union to subsequently meet and confer on the District's emergency actions;

or

4. In the event the Board of Directors approves any plan which calls for consolidation or reorganization with one or more other fire districts, only those articles of this Agreement impacted by the proposed consolidation or reorganization are subject to the meet and confer process upon written notice from the Union or from the District.

B. During the life of this agreement, any matter relating to the scope of representation pertaining to represented employees as authorized by law that is addressed in this agreement, may be negotiated by the parties BY MUTUAL AGREEMENT. If such negotiations conclude in an agreement ratified by the parties, the agreement will be added to this agreement for the duration. If such negotiations do not result in an agreement, this issue will remain unchanged.

C. Re-openers

The District and the Union shall meet and confer over changes in the Federal Laws governing health care benefits subject to written mutual agreement.

CHAPTER II

COMPENSATION

ARTICLE 9 WAGES

- A. For years one through three of the Agreement, all represented personnel will obtain the following salary increases:

Effective the first full pay period following the Board of Directors' adoption of the successor MOU, Local 522 members will receive a 4.0% base wage increase.
The monthly wage scale below includes the base wage increase.

- B. Step progressions will be annually.
- C. Upon promotion, personnel shall receive a minimum of five percent (5%) salary increase. If the employee is promoted within sixty (60) days prior to the employee's anniversary date, the employee will be advanced to the next step, if appropriate, within current salary range, then be promoted to the next rank. All step progressions for promotional positions will be annually from the date of the promotion, unless withheld for cause.
- D. The term "base monthly compensation" (or the hour equivalent), as used throughout this agreement, shall include the employee's salary schedule placement (Art. 9) and inclusive of applicable incentives (Art. 10), and applicable longevity pay (Art. 40). It shall also include, where appropriate, out-of-class pay (Art. 9, paragraph E). It shall not include any other dollars – specifically including, but not limited to PERS conversion in Article 14, Section A, paragraph 4.
- E. Out of class
1. Whenever a unit member is assigned a position in a higher classification, such member shall receive wages at the Step I level at the higher classification or five percent (5%) above his/her current base monthly compensation whichever is greater beginning with the first day of such an appointment.

SALARY SCHEDULE

PAY SCALE EFFECTIVE: First full pay period following adoption of the MOU

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Accounting Technician	4,475.7 8	4,696.23	4,927.9 4	5,170.8 4	5,426.2 2
EMS Systems Technician	4,475.7 8	4,696.23	4,927.9 4	5,170.8 4	5,426.2 2
Facilities Assistant	5,231.8 8	5,489.74	5,761.3 1	6,046.5 7	6,345.5 3
Facilities Technician	6,831.3 5	7,170.20	7,525.2 0	7,898.9 0	8,291.3 1
Logistics Technician	4,691.2 5	4,922.95	5,165.8 7	5,421.2 3	5,689.0 4
Office Technician	3,928.8 9	4,121.99	4,325.0 3	4,538.0 5	4,762.2 8
Video Technician	4,957.8 5	5,203.23	5,459.8 6	5,730.1 7	6,012.9 4
Safety Specialist	5,040.0 6	5,289.20	5,550.7 9	5,824.8 4	6,112.6 0
Plan Intake Specialist	5,040.0 6	5,289.20	5,550.7 9	5,824.8 4	6,112.6 0

ARTICLE 10 INCENTIVE AND ALLOWANCES

A. Additional Incentives

1. Professional Growth/Continuing Education

The District will pay One Hundred Fifty Dollars (\$150) per month to all support personnel who earn two (2) college credits/units per year. This incentive shall be paid for college credits/units that are earned in subjects applying to their job, which have approval of the Human Resources Officer or in courses required to receive an AA/BA in Fire Science/Fire Technology. Credits in excess of the yearly requirement are to be carried over into future years and credited to future accounts.

2. Uniform Allowance

Uniform allowance was rolled into base pay effective 01/01/2014.

B. Advanced Education

1. Employees who possess an approved certificate from the State Fire Marshal Certification Programs of eighty hours or less shall receive an additional one-half percent (.5%) of base pay. FF1 and FF2 Certifications are excluded from the State Fire Marshal Certification Incentive.
2. Employees who possess a certificate from all other Certificate Programs shall receive an additional one-percent (1%) of base pay.
3. Employees who possess a Certificate commensurate with the knowledge and abilities of position held, from an accredited college shall receive an additional two and one-half percent (2.5%) of base pay.
4. Employees who possess one or more Associate Degrees shall receive a total of six percent (6%) of base pay for the degree(s). Multiple degrees will not result in more than 6%.
5. Employees who possess a Bachelor of Arts Degree, Bachelor of Science Degree or Bachelor of Vocational Degree from an accredited college or university shall receive seven and one half percent (7.5%) of base pay. All above certificates and degrees, 1 through 5, shall not exceed seven and one-half percent (7.5%) of base pay.
6. The maximum amount an employee may receive in educational incentives is five percent (5%) for the first three (3) years of employment in a classification that receives education incentives. After three (3) years, the maximum amount an employee may receive in educational incentives is seven and one-half percent (7.5%) of base pay.
7. Effective Date – Specialized educational incentives shall begin with the payroll next following the presentation to the Human Resources Officer of the evidence of having met the qualifications for such incentive.

For an individual to earn the total allowable educational incentive, the individual must have registered, earned and obtained it through a nationally recognized institution of education that falls into the following agency:

1. United States Department of Education
<http://ope.ed.gov/accreditation/>

The same language is applicable for those who submit for an incentive that is "commensurate" with the knowledge and abilities of the job position help. The degree must have been obtained through a nationally recognized institution of education.

The submittals must include a sealed official transcript from the accrediting college. Each submittal will be reviewed on a case by case basis.

ARTICLE 11 DISTRICT OVER-TIME PAY/CTO/CALL BACK

A. Overtime Pay

1. For the purposes of calculating District overtime, all hours worked in excess of the employee's regularly scheduled hours (e.g. hours in excess of 40 hours in a 7 day work cycle) shall be compensated at the rate of one and one-half (1.5) times the employee's base hourly rate of pay.
2. Effective each employee's first full FLSA work period beginning on or after September 1, 2019, all paid leave will be considered "hours worked" for purposes of determining overtime owed under this Agreement.
3. All overtime shall require advance approval by the employee's immediate supervisor.
4. Employees shall be paid at a four (4) hour minimum for each call back received during non-duty hours.
5. Compensation for actual hours of overtime will be computed to the nearest one-fourth of an hour.

B. Compensatory Time Off ("CTO")

1. At the discretion of the employee, up to one hundred seventy one (171) hours of CTO in lieu of cash compensation may be "carried on the books" if the employee has been authorized to work overtime or extra hours.
2. CTO shall be taken at a time that is mutually acceptable to the employee and the District.
3. CTO shall be earned at the appropriate rate (i.e., either straight or overtime) rate.
4. Employees may request to convert accrued CTO hours to pay at any time, with management's right to approve, deny, or modify the request.
5. Employees shall be paid at the existing rate of pay if it remains on the books for one year after accumulation. CTO hours will be compensated at the employee's base hourly compensation rate, including incentives.

C. Call Back

1. Call back is defined as the time for which an employee is called back to work after the work shift or workweek has ended and the employee has left his/her work locations. Call back shall generate a minimum of four (4) hours or the actual hours worked, whichever is greater. There shall be, however, no overlapping minimums.
2. If the four (4) hour minimum period overlaps normally assigned duty hours, such overlapping hours may be worked after the conclusion of the normally assigned duty.

CHAPTER III

BENEFITS PLANS

ARTICLE 12 HEALTH PLANS

The District contracts for employees, dependents, retirees and dependent medical insurance benefit plans through the PERS Public Employees Medical and Hospital Care Program. Upon initial employment, eligible employees may enroll in any available medical plan of their choice. Thereafter, employees may change plans only during announced open enrollment periods.

- A. For employees or retirees who are enrolled in the Basic or Combination plans, the District shall contribute 92% of the medical premium towards the employees or retirees selected health plan. Employees and retirees will be responsible for the remaining 8% of the premium, and any additional amount above the premium cap. These contribution amounts became effective 7/1/13.

For retirees that are enrolled in the Medicare plan, the District shall contribute an amount equal to 100% of the third highest plan in CalPERS Region 1 at the tier that the employee selects. Retirees will be responsible for any additional amount above the premium cap. For retirees who are Medicare age who were hired prior to March 31, 1986 and are not eligible to enroll in Medicare due to a lack of credits, the District shall provide a stipend that equals an amount equal to 8% of the premium at the tier that the employee selects up to the third highest plan in CalPERS Region 1. These contribution amounts became effective 7/1/13.

The premium cap (effective on 1/1/14) will be the third highest plan in CalPERS Region 1 rates at the tier that the employee selects, i.e. employee, employee plus one, employee plus family.

- B. In the event of the employee's/retiree's death, his/her dependents health coverage will continue subject to:
 - a.) The general rules of eligibility of the plan.
- C. The District had establish the following Flexible Spending Accounts (FSA) as permitted by the Internal Revenue regulations:
 - a.) Out-of-pocket costs for District-sponsored health and dental insurance premiums.
 - b.) Unreimbursed health care expenses up to the statutory limit per plan year effective each January, and
 - c.) Dependent care reimbursement.
 - d.) Administrative costs shall be paid by the employees participating in FSA.

- e.) Employees will be informed about the procedures, rules and the forfeiture of funds left unused if FSA.

D. Retirement Medical

- 1. Upon retirement, medical coverage will be paid by the District for both the employee and dependents in accordance with Section 22810 of the Government Code which provides:

"...Any annuitant, who at the time he or she became an annuitant was enrolled in a health benefits plan, may continue his or her enrollment as provided by regulations of the board, without discrimination as to premium rates of benefit coverage."

- 2. Except for employees retiring for service connected disability, all new employees hired after December 1, 2011, and retiring from the District will obtain five percent (5%) credit per year towards retiree medical up to one hundred percent (100%) at the completion of twenty (20) years of employment with the District.

- E. Effective July 1, 2013, the savings associated with the 8% employee and retiree premium contributions, and effective January 1, 2014, the savings associated with lowering the premium cap, as outlined above, shall be contributed into the OPEB trust established by the District with CalPERS to prefund retiree medical benefits. In consideration for employee contributions above, each existing retiree, future retirees, and their survivors shall have a vested right to receive the maximum retiree health benefits that were provided as of July 1, 2013 and to receive the maximum amount of annual increases in subsidies or reimbursements for retiree health benefits in all subsequent years thereafter. This vested retiree health benefit right is promised to current retirees and future retirees, i.e. active employees when they retire even beyond the term of this MOU.

ARTICLE 13 DENTAL / VISION PLANS

- A. Represented employees may be eligible to enroll in either the District or Union Dental plans, based on eligibility requirements of these plans and the benefit provisions applicable to each plan.
 - 1. The District shall, subject to availability, provide full-time employees and dependents with a dental plan.
 - 2. The District pays the premium for the Basic dental plan. Employees who select the Premium dental plan pay the difference between the Premium and Basic monthly premiums..
- B. The District shall, subject to availability, provide full time employees and dependents with a vision care plan. The District will provide up to \$18.75 per month.
- C. Should any plan selected by an employee cost more than the District's required contribution, each covered employee is required to sign a payroll deduction form and shall pay the monthly difference by payroll deduction.
- D. Upon retirement, subject to the lawful rules of the insurance provider, a retiree may purchase (for themselves and eligible dependents) the dental and/or vision benefits available to active employees at the group rate plus two percent (2%) administrative fee. Premiums shall be paid monthly in advance to the District.

ARTICLE 14

RETIREMENT PLANS

A. During the term of this Agreement, there shall be an active retirement plan for represented employees:

1. The plan shall be the Public Employees' Retirement System (PERS), Miscellaneous Employees Plan, whereby all bargaining unit employees hired after the adoption of this Agreement, shall be required to participate in the PERS plan applicable to their position. The District shall maintain retirement benefits in accordance with its contract with PERS for Miscellaneous Employees.
2. Employees shall make PERS member contributions, as follows:

For miscellaneous employees who do not meet the definition of a "new member" under PEPRA ("classic miscellaneous members"), the full member's PERS contribution shall be eight percent (8%) of the employee's compensation reported to PERS.

For employees who meet the definition of a "new member" under PEPRA, the member's PERS contribution shall be 50% of normal cost, as determined by PERS.

B. At the employee's option, upon service retirement or disability retirement, the District will compensate up to forty percent (40%) of the employee's accumulated "A" Bank sick leave.

C. The employee must notify the District no later than 30 days from their employment separation of their intention to be paid for sick leave. Failure to notify the District within thirty (30) days will result in all unused sick leave being reported to the PERS as additional service credit.

1. The total compensation to be made is the accrued sick leave in the employee's account at the base hourly rate, which includes step placement and all educational incentives.
2. All remaining accumulated sick leave in the employee's account will, upon retirement, be applied for retirement credit under the provision of 20965 of the PERS which reads as follow:

Credit-for-unused Sick Leave (Section 20965) – Unused accumulated sick leave at time of retirement, for which there is no compensation or remuneration at all to the employee, would be converted to additional service credit at the rate of 0.0004 year of credit for each day (250 days of sick leave for one additional year of service credit).

D. Benefit Levels

1. Classic Miscellaneous members' shall be three percent (3%) at age sixty (60).
2. Employees who qualify as "new members" under PEPRA, shall be two percent (2%) at age 62.

3. The District shall in accordance with Internal Revenue Code Section 414(h)(2) pass the necessary Resolution(s), which allow for employee retirement contributions to be paid on a tax deferred basis.
4. The District will provide 1959 Survivor's Benefit at Level 4, with the employees paying the two dollars (\$2.00) employee contribution.

ARTICLE 15 LONG-TERM DISABILITY PLAN

The District shall continue to provide each miscellaneous employee participating in the PERS retirement plan for a paid long-term disability benefit plan at least equal to the current plan. Specific provisions and conditions such benefits are contained in and available to applicable employees, in the plan document (Policy and benefit Booklet).

ARTICLE 16 WORK-RELATED DISABILITY BENEFITS

Represented employees who are disabled from performance of their normal duties as a result of work-related injury or illness shall have their wages and benefits provided exclusively through state law pertaining to workers' compensation.

A. ELIGIBILITY

1. Employees shall become eligible for District paid automatic coverage on their first day of employment. Eligibility may discontinue or be interrupted by employment separation, lay-off, or any time an employee is on unpaid leave.

B. BENEFITS

1. An employee who is classified as a Miscellaneous (non-public safety) Employee and who is injured or disabled in the performance of his or her duties shall be entitled to injury leave with full pay and benefits for up to three (3) months from the date that injury leave commences should disability continue for that period. If an employee's disability is not permanent and stationary at the end of the three (3) months, the employee may use accrued paid leave on a coordinated basis with any workers' compensation up to full pay. When this option is used, any benefits from workers' compensation shall be assigned to the District with the leave used charged on a pro-rata share. Employment benefits will be maintained for such employees while receiving workers' compensation benefits whether or not such benefits are supplemented by other District leave benefits.
2. Miscellaneous Employees shall have their workers' compensation benefits determined by state law based on circumstances related to the nature of their disabling injury or illness. Employees who may be entitled to benefits may discuss their case and lawful benefits with the Public Information Officer at the Workers' Compensation Appeals Board, or the District's Risk Management Division.

C. EXHAUSTION OF OTHER PAID LEAVES

1. Employees who continue to be medically disabled following a discontinuation of workers' compensation benefits, and who subsequently exhaust their available accrued paid leave, will henceforth pay the District the entire premium amount for continuation of any insurance benefits, unless the employee is terminated, retired, or their position if no longer available.

D. NOTICE TO DISTRICT

1. Employees absent due to a work-related disability shall keep the District informed of their condition, treatment, improvement, and expected date of return to duty.
2. When employees are physically able to resume normal duties, they shall be required to provide the District with their treating physician's verification, subject to confirmation by a District paid medical examination.

ARTICLE 17 LIFE INSURANCE

- A. The District agrees to pay the premium cost to provide a twenty thousand dollar (\$20,000.00) life insurance benefit policy commencing the first of the month after hire and continuing until the employee has completed one (1) year of continuous employment.
- B. The District agrees to pay the premium cost to provide a one hundred thousand dollar (\$100,000.00) life insurance benefit policy for each full-time employee at the conclusion of one (1) year of continuous employment.

ARTICLE 18 EMPLOYEE ASSISTANCE PROGRAM

- A. The District shall make available to employees covered by this Agreement, an Employee Assistance Program. Such program shall be at least equivalent to the program presently in effect for current District employees.

CHAPTER IV

LEAVES AND HOLIDAYS

ARTICLE 19 PAID TIME OFF

A. DEFINITION

1. Paid Time Off ("PTO") is an employee benefit program designed to compensate employees for time not worked due to vacations, holidays and short term illness or disability (personal or family). For the purpose of this article, the family shall be defined as spouse, children, or any other person domiciled as a permanent member of the employee's household. Except in the event of illness or injury, PTO must be scheduled in advance.

B. PTO ACCRUAL STEPS

Months of continuous Service with District	Accrual per Year (In Hours)	Maximum Accrual Balance (In Hours)
0 through 60	228	380
61 through 120	276	460
121 through 180	288	480
181 through 240	336	560
241 or more	360	600

C. ANNIVERSARY DATE

1. For PTO accrual purposes, an employee's anniversary date shall be the first day of the month in which the employee was employed in a full-time capacity provided the employee rendered service on not less than eleven (11) days in that month.

D. CREDIT DATES

1. PTO shall be credited monthly on the last day of the month. Employees are required to maintain adequate balances for recognized holidays in Article 22 of this document.
2. At the time of termination or retirement, any unused PTO currently in the employee's account shall be paid off at the employee's base monthly compensation rate.

E. PTO INCREMENTS

1. PTO may be taken in hourly increments or with minimums to be determined by the needs of the department.

F. MAXIMUM ALLOWABLE ACCUMULATED PTO

1. Suspension of PTO Accrual – The maximum accrual shall be limited to no more than twenty (20) months of accrual time, at which time employee will not accrue/earn additional PTO until employee balance is below the twenty (20) month maximum. In no event shall the District be required to pay any employee more than the maximum accrual.
2. PTO Sell Back –Day shift employees may sell back up to a maximum of one hundred and twenty (120) hours of PTO leave each April. Employees will be paid for no more than one hundred and twenty (120) hours at a rate equal to one hundred percent (100%) of their base wage plus incentive pays.

G. PTO BIDDING

1. Bidding Schedule:

The District and the Union shall coordinate to hold the PTO bidding during November of every year. Employee will select PTO days by November 30th of each year and the District will post the selected PTO days by December 15th for the following calendar year. Employees will bid on a seniority basis using the District combined (date of hire) seniority list. This process shall be limited to three (3) rounds.

Each employee may select one or more consecutively available shifts with each round of bidding. Employees may not bid for PTO time that they have not accrued as of the time of the bidding process and will not have accrued on the date that the time-off would occur. The maximum hours that can be bid shall be limited to one year of PTO accrual.

Once the bid is complete the District will enter all of the bids into TeleStaff or the successor system. The District will then notify the Union, and TeleStaff or the successor system will be opened up for PTO selection on a first-come, first-serve basis no later than December 15th.

2. Individual Bidding Opportunities: After the PTO list is posted, further days may be selected on a first come basis without regard to seniority. Application for PTO shall be made to the employee's immediate supervisor; or, in his/her absence, the Human Resources Officer. Such application shall be made prior to the end of the previous shift, unless waived by the employee's supervisor.
3. District PTO Cancellation: Under extreme circumstances the District reserves the right to cancel all leaves due to emergency conditions.
4. Employee PTO Cancellation: Employees may not cancel PTO that they selected during the first round of the bidding process. For other PTO, an employee may cancel a PTO request if the vacancy created from PTO has not been filled. Cancellation of PTO must be submitted per policy.
5. Separate PTO sign-up lists for each division or functional area will begin circulation in November of the year prior to the year in which the PTO is being applied for. With the exception of unforeseen emergencies, all PTO selected in the first round, or the first forty (40) hours selected, whichever is greater, may not be canceled. All other requests for

cancellations will not be granted unless five (5) days' notice is given on a time off request form. Submittal of cancellation requests for consideration shall be made to both the Union Representative and the District's Representative.

H. STAFFING

1. Minimum staffing levels shall be based on District needs to conduct routine District business. If District Needs have to be adjusted, then the minimum staffing will be adjusted to accommodate the needs for the District to conduct business.
2. Those employees who are off on Sick Leave (SL), Workers Compensation (WC), Administrative Leave (AL), or other designated time will not count towards the total number of people allowed off or to maintain the minimum staffing level.
3. Minimum staffing will be 50%, administered by division or functional area. However, this paragraph does not apply to divisions or functional areas with only one employee per class classification.
4. PTO requests may not be approved if administrative support personnel necessary to properly staff the District are not available.

ARTICLE 20

PERSONAL LEAVE

A. EMERGENCY LEAVE

1. **Definition** – An emergency is an unforeseen circumstance, or its result, requiring the immediate response of an on-duty employee. Any absence due to an emergency shall only continue for the time reasonable required to adequately respond to the situation. Such leave must be requested of, and granted by the Fire Chief, (or in his/her absence, by a Chief Officer). Subject to Paragraph 2 below, such leave shall be with pay.
2. **Time Allowances** – The first four- (4) hours of each event per bona fide incident shall be with pay and shall not be deducted from sick leave and/or PTO. Each incident of emergency leave use which requires more than four (4) hours shall have the excess hours charged to PTO. In all cases of emergency leave, the Fire Chief shall have the sole discretion to determine what is a reasonable period of time. Employees may receive up to a maximum of 48 hours per calendar year.

B. BEREAVEMENT LEAVE

1. Employees shall be eligible for up to five (5) consecutive working days of leave without loss of pay or benefit for the purpose of arranging for and attending the funeral of a member of the immediate family and/or for the purpose of coping with the emotional consequences of death in the immediate family. Immediate family includes the employee's spouse, child, step or foster child, mother, mother-in-law, father, father-in-law, step parents, foster parents, grandchild, brother, brother-in-law, sister, sister-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, daughter-in-law, son-in-law, or any person permanently domiciled in the employee's household. This leave shall not be deducted from sick leave or vacation credit. The Fire Chief may grant reasonable additional time off with pay.

At the Fire Chief's discretion, bereavement leave for other persons not listed above may be approved without loss of pay or benefit.

C. CHILD BIRTH DISABILITY LEAVE

1. An employee who gives birth to a child may use up to a maximum of six weeks of paid leave after the birth of the child during the disability period. This paid leave is independent of other District accrued leave (SL, VL, PTO) and will run concurrently with protected leaves (FMLA/CRFA/PDL). The District shall require written confirmation of an employee's eligibility for this leave from the employee's health care provider. The Child Birth Disability Leave will commence on the date of childbirth and extend only so long as the employee is actually disabled by childbirth up to the six week maximum.

D. MATERNITY LEAVE

See District policy.

E. SICK LEAVE

1. Accumulation and Use
 - a. Personnel shall accumulate sick leave at the rate of 206.64 hours per year (17.22 hour per month).
 - b. Sick leave shall be accrued and recorded at the end of each month. Sick leave shall be accumulated on an unlimited basis.
 - c. In the event that an employee exhausts his/her sick leave accrual, other leave banks will be exhausted in the following order: 1. PTO accrual, 2. CTO accrual, 3. Donated leave 4. Unpaid leave status.
 2. Annual Sick Leave Buy-Back
 - a. Subject to the following conditions, The District shall compensate any requesting employee for accrued sick leave:
 - i. First, no employee shall be eligible to receive compensation for accrued sick leave unless they have "banked" the required number of hours in their "A" bank. The "A" Bank must contain at least 567 hours for an employee, with measurement made as of each June 30 and notification to the employee no later than July 15.
 - ii. The employee, at his/her sole option, must notify the District not later than October 31, of their election to be compensated, including the number of hours the employee wishes to sell. The notice shall be on a form provided by the District. Failure to submit a form by the deadline constitutes waiver of the right to sell sick leave hours for the calendar year.
 - iii. An employee who has satisfied the requirements identified above may request to be compensated once per year, in aggregate up to fifty percent (50%) of the hours accrued in the previous year (July 1–June 30) at one hundred percent (100%) of the employee's base monthly compensation rate on November 30.
 - iv. Any hours used in the previous year (July 1 - June 30) shall reduce the number of hours which the employee may relinquish.
 - v. Relinquishment shall be at the employee's sole option.
 - vi. If an employee elects to sell any hours, all remaining hours from the years' accrual are placed in the employee's "B" Bank. Such hours may only be used either in the event of a catastrophic illness after exhaustion of the employee's "A" Bank and/or for additional service credit at retirement.
 - vii. If an employee elects to sell no hours, all remaining hours shall be placed in the employee's "A" Bank. Such hours may be used for normal sick leave.

ARTICLE 21

JURY DUTY

- A. Employees summoned for jury service will be released from scheduled duty without loss of pay for those periods they are required to be present at the courthouse provided they have requested "telephone standby". Employees summoned for jury service shall request "telephone standby" where available and appropriate, in writing either on the summons questionnaire or by separate letter and forward a copy of the request to Administration.
- B. Employees who are assigned to "telephone standby" by the Jury Commissioner shall notify their supervisor to this fact and report to work as scheduled. The District shall arrange suitable work assignments for employees on telephone standby so that they may be relieved of duty within thirty (30) minutes of receiving notice to report for jury duty.
- C. To receive pay for work time lost, the employee must provide the District with a statement signed by an official of the courts, certifying the employee's service as a juror or appearance in court for that purpose, the date or dates of attendance, and the time released from attendance.
- D. If the employee is on jury less than four (4) hours, he/she will be required to work the remainder of the day.
- E. Jury Fees, not including mileage, will be turned over to the District if the employee is to receive pay for jury service.

ARTICLE 22 RECOGNIZED HOLIDAYS

A. The District shall observe official holidays in accordance with the following designated holiday schedule. The District's Offices may be closed on observed days for designated holidays and employees who would otherwise have worked on such days shall utilize accrued PTO, unless otherwise mutually agreed to by the employee(s) and the Fire Chief or his designated representative. The designated holidays shall be as follows:

1.	New Year's Day	January 1 st
2.	Martin Luther King, JR's Birthday	3 rd Monday in January
3.	Lincoln's Birthday	2 nd Monday in February
4.	Washington's Birthday	3 rd Monday in February
5.	Memorial Day	Last Monday in May
6.	Independence Day	July 4 th
7.	Labor Day	1 st Monday in September
8.	Veteran's Day	November 11
9.	Thanksgiving Day	4 th Thursday in November
10.	Day After Thanksgiving Day	4 th Friday in November
11.	Christmas Eve	December 24 th
12.	Christmas Day	December 25 th

B. When a holiday falls on a Saturday, the proceeding Friday shall be considered to be the employee's holiday. When a holiday falls on a Sunday, the following Monday shall be considered the employee's holiday.

CHAPTER V

HOURS AND SCHEDULES

ARTICLE 23 DUTY HOURS AND SCHEDULE

- A. Except as provided in Paragraph 1. below, the work period is defined as a seven (7) day period beginning at 12:01am each Monday and ending at 12:00 Midnight each following Sunday. Subject to district approval, an employee may propose an alternative work schedule to their supervisor. Absent of alternative arrangements, the normal work day starts promptly at 8:00am and continues to 5:00pm excluding one (1) hour which is designated as an unpaid lunch. Breaks may be taken in accordance with District policy. The normal schedule is Monday through Friday and includes forty (40) hours.
1. An alternative work period may be established for unit employees not covered by FLSA 207(k). If mutually agreed to by the employee(s) and the Fire Chief, the work period and assignment of hours shall be seven (7) consecutive days and shall be scheduled to assure the business needs of the district are met. Applicable overtime, if any, shall be paid in accordance with provisions of FLSA. The workweek for a 9/80 work cycle, if applicable, begins four hours after the start time of the employee's eight hour day, and the employee's day off must be on the same day of the week in the following week. The agreed upon alternate work arrangement shall be reduced to writing and may address matters as treatment of holidays, scheduled days off, duration et cetera.

CHAPTER VI

PROBATION, PROMOTION, DISCIPLINE, GRIEVANCES AND PERSONNEL RECORDS

ARTICLE 24

PROBATION PERIODS

A. LENGTH OF NEW HIRE PROBATIONARY PERIOD

To enable the Fire Chief to exercise sound discretion in filling positions within the District, no appointment for employment in any position in the District shall be deemed final until after the expiration of a period of twelve (12) calendar months probationary service in full duty status. Absences, light duty, modified duty, and any other assignment other than full duty status shall not count towards this twelve (12) month period of time. During this probationary period, the Fire Chief may cancel the employment or appointment without right of appeal with respect to the reasons for cancellation.

B. LENGTH OF PROMOTIONAL PROBATIONARY PERIOD

1. Employees promoted in classification shall not be deemed final until after the expiration of six (6) calendar months probationary service, with the Fire Chief's discretion to extend up to an additional six (6) months.
2. Absences, light duty, modified duty, and any other assignment other than full duty status shall not count towards the initial six (6) month probationary period or an extension ordered at the Fire Chief's discretion.
3. During this probationary period, the Fire Chief may cancel the employment or appointment without right to appeal.

C. DISPOSITION OF PROBATIONER

1. Continuous service in the position after the expiration of the probationary period shall constitute a regular appointment.
2. Probationary employees are not eligible for promotion or out-of-class until at least six (6) months of probation has been satisfactorily completed. Promotional consideration will be made for employees that were placed on an eligibility list for the vacant position prior to being hired.

The Fire Chief, or his/her designee, has the discretion to waive this provision due to business need.

3. Any employee demoted during his or her probationary period following a promotional appointment shall be reinstated in the position from which he/she was promoted, unless

the reasons for cancellation of the promotional appointment would be cause for dismissal from employment.

ARTICLE 25 PROMOTIONS

- A. It is the District's policy to promote from within whenever possible.
- B. All vacant positions, within the represented classifications of this Agreement, shall be posted for internal applicants for at least ten (10) calendar days

Using the rule-of-three philosophy (i.e., with one (1) vacancy, there must be at least three (3) applicants; with two (2) vacancies, there must be at least five (5) applicants), the District shall take this into consideration prior to publishing for outside recruitment.

- C. The announcement of open positions shall be posted in each work location at least ten (10) calendar days prior to final filing date. The announcement shall consist of, but not be limited to the following:
 1. Title of position being filled.
 2. Final filing date.
 3. Minimum qualifications required.
 4. Scope of the examination, if applicable.
 5. Methods of testing, if applicable.
 6. Value placed on the methods of testing, if applicable.
 7. Union will be allowed to have an observer, if testing is required.
- D. When promotional vacancies become available, reasonable efforts will be made to fill these positions within ninety (90) calendar days.
- E. Any candidate not appointed to fill the vacancy shall have the opportunity to discuss their interview and career goals with the personnel officer.
- F. Longevity Points

Longevity points shall be added to the overall score of the candidates who successfully pass all phases of the promotional examination. The longevity points shall be cumulative and shall only apply to the promotional process of the represented classifications in this Agreement.

5 years of service = 1.5 percentage points
10 years of service = 1.5 percentage points
15 years of service = 2.0 percentage points

ARTICLE 26 INTER-DEPARTMENT TRANSFERS

- A. When a position becomes available, the vacancy shall be open to those individuals in the same classification for at least ten (10) calendar days. For example, if an Office Technician position becomes vacant in the EMS Division, the vacancy shall be posted to all Office Technicians. Seniority shall be taken into consideration.
- B. If the vacancy is not filled by an internal-department transfer, the eligibility list shall be utilized.
- C. The Fire Chief, or his/her designee, may waive this process and move a same-classification employee to fill the vacancy due to business need.

ARTICLE 27 DISCIPLINARY ACTIONS

- A. Supervisory employees at the rank of Manager, Assistant Chief and above may initiate disciplinary actions against an employee for cause. Supervisors are required to report fully on any infraction of District rules or similar incidents which might legitimately be the basis for disciplinary action. Counseling of the employee with respect to performance deficiencies and similar matters shall not constitute disciplinary action.
- B. Discipline may consist of discharge, demotion, reduction in pay step in class, denial of pay step increase in class, suspension or written reprimand.
- C. Should the District, in its discretion, determine that the conduct of the defendant is sufficiently severe to warrant immediate suspension, the District may suspend the employee with pay pending resolution of the notice of proposed disciplinary action. If District Suspends the employee without pay, employee will be entitled to reimbursement of lost wages for periods of the suspension that were determined to be inappropriate or excessive discipline.
- D. The illustrations of unacceptable conduct cited below are to provide specific and exemplary reasons for initiating disciplinary action, and to alert employees to the more common types of employment conduct violations. However, because conditions of human conduct are unpredictable, no attempt has been made here to establish a complete list. Should there arise instances of unacceptable conduct not included in the following list, the District may find it necessary and appropriate to initiate disciplinary action in accordance with the policies and procedures contained herein.
 - 1. Fraud.
 - 2. Incompetency.
 - 3. Inefficiency.
 - 4. Inexcusable neglect of duty.
 - 5. Insubordination during working hours, or outside of working hours, but related to employment.
 - 6. Dishonesty.
 - 7. Intoxication or influence of alcohol or drugs while on duty.
 - 8. Manufacture, possession, sale or use of controlled substances or unlawful use of controlled substances.
 - 9. Inexcusable absence without leave.

10. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, conviction, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
11. Inexcusable discourteous treatment of the public while on duty, or while off duty and identified as an employee of the District, or inexcusable discourteous treatment of other officers or employees of the District while either or both parties is on duty, or while off duty and identified as an employee of the District.
12. Illegal political activity
13. Willful violation of any of the rules set forth in operating manual used by the District.
14. Willful disobedience of an order or direction.
15. Other failure of good behavior during or outside of duty hours, which is of such a nature that it, causes discredit to the District or his/her employment.
16. Physical altercation
17. Theft
18. Willful misrepresentation of the District.
19. Refusal or inability to perform assigned duties within the scope of the classification assignment, which results in performance lower than which is typically required of a similar employee in a similar position.
20. Engaging in off-duty employment with the District, where such employment would result in a conflict of interest.
21. Any act or conduct that is discriminatory toward another person's race, color, national origin, age, sex (including sexual harassment, marital status, or pregnancy condition), and religious beliefs.

E. Notice of any proposed disciplinary action shall be provided to the employee in writing and shall include:

1. A statement of the nature of the proposed disciplinary action and any documents used to support the decision.
2. The effective date of the proposed action
3. A statement of the reasons therefore; and
4. A statement advising the employee of the time and place at which he/she may respond to the Notice of Proposed Disciplinary Action.

F. In the event the employee who is the subject of the proposed disciplinary action presents evidence which results in the withdrawal of the Notice of Proposed Disciplinary Action, all reference to said notice shall be removed from the employee's personnel file.

G. Recommendations for Disciplinary Action shall not be entered in the employee's personnel file except when attached to and made a part of a Counseling Memo or actual Disciplinary Action. Records contained in an individual employee's personnel file shall be removed in accordance with the following schedule:

Written Reprimands and Suspensions of one (1) shift:

After 2 years; not subject to arbitration.

Suspensions of two (2) shifts or an equivalent reduction in salary step:

After 2 years.

Suspensions of more than three (3) shifts or an equivalent reduction in salary step:

After 4 years

All other Disciplinary Actions:

After 4 years

ARTICLE 28 GRIEVANCE PROCEDURE

A. DEFINITIONS:

1. "Grievance" is a dispute between one or more employees and the Fire District or a complaint by one or more employees or Union, against the District. Such a dispute or complaint must relate to the interpretation, application, or enforcement of this MOU or an action of the District. Disciplinary actions taken by the District against an employee are included within the meaning of grievance. The exercise of management prerogatives which relate to the implementation of District policy in effectuating the mission of the District are not included within the meaning of grievance.
2. "Days" means calendar days exclusive of Saturday, Sunday, and Holidays.

B. TIME LIMITS:

1. Grievances not presented within the time limits established for each step of this procedure shall not be considered.

C. PRESENTATION:

1. An employee and/or the Union Representative may present a grievance while on duty, provided such presentations and discussions do not disrupt District operations and are kept to a reasonable minimum.

D. PROCEDURE:

1. All grievances as defined herein shall be processed in accordance with this procedure. The Union may refuse to represent a grievance and the District may refuse to consider a grievance in those circumstances where the aggrieved party has not followed this procedure.

Step 1: Within twenty (20) days of the acts and/or omissions giving rise to the grievance or within twenty (20) days of the time the employee or the Union should reasonably have been aware of said acts and/or omissions, the grievance shall be discussed informally with the supervisor(s) most directly responsible for the circumstances which gave rise to the grievance. If the grievance is not resolved within twenty (20) days of the date on which it is first presented at Step 1, the grievance may proceed to Step 2.

Step 2: The grievance may be presented to the District's Human Resources Manager on the form provided for this purpose and incorporated herein by reference as Appendix A within ten (10) days of the conclusion Step 1.

The Fire Chief or designee shall conduct such investigation as deemed appropriate and shall issue a written determination within twenty (20) days of the date which the grievance is first presented at Step 2. If the determination is not satisfactory to the grievance, the Union may request that the matter be submitted to binding arbitration.

Step 3: A request for binding arbitration at Step 3 of this procedure shall be made in writing by the Union to the Human Resources Manager within fifteen (15) days of the date of which the grievance received a copy of the written determination at Step 2. An arbitrator may be selected by mutual agreement between the parties. Should the parties fail to agree upon an arbitrator, they shall make a joint request to the grievance a joint request to the Mediation and Conciliation Service of the State of California for a list of five (5)-qualified arbitrators. Each party shall alternative strike one name from the list and the last remaining name shall serve as arbitrator. The first party to strike a name shall be determined by the toss of a coin. It shall be understood in disputes involving interpretation of the MOU, that the arbitrator will only interpret this MOU and will not have the power to add, to delete from, or amend any part of this agreement. The arbitrator's decision shall be final and binding on the District, the Union, and the grievance. All fees and costs or the arbitrator and court reporter, if any, will be borne by the losing party. The union has the authority to settle grievances at any step in the process on behalf of members of the bargaining unit.

CHAPTER VII

MISCELLANEOUS PROVISIONS

ARTICLE 29 PERSONNEL RECORDS

A. INSPECTIONS

1. Employee personnel records shall be subject to inspection only by the employee concerned, his/her agent or representative persons designated by him/her in writing, management and those with court orders or subpoenas.
2. At any time the employee's record is examined by any other party other than the Fire Chief or Human Resource Chief, the employee shall be notified and allowed to be present at the time of examination if (s)he desires.
3. Information in personnel files may be given to any person or organization to whom the employee has given a written release, signed by the employee, to the extent specified in the release.
4. The District shall be held harmless in regards to any legitimate subpoena authority. However, where a subpoena has been honored, the affected employee shall be notified as soon as possible.

B. RETENTION

1. It is agreed that there are certain types of criticism, complaints against, and disciplinary actions of employees, which are not of sufficient consequences to warrant retention of a record thereof in an employees' personnel file after the lapse of time. Records of each minor criticism, complaints, and other discipline should be sealed in an employee's personnel file after a certain period of time, and should thereafter be deemed not to have occurred in order that future career and reputation of the employee will not be unduly jeopardized. It is also agreed, however, that there are other types of criticisms, complaints and discipline and records of which, because of the nature of seriousness of the act or omission or circumstances under which it occurred, should be retained. The amount of time, which should lapse before such a record is removed, will vary based upon individual circumstances.

C. REMOVAL

1. It is agreed that at any time after two (2) years from the date of any written record of criticism, complaint, or discipline the employee may request the Fire Chief of the District to remove the record from consideration in future personnel actions. The Fire Chief shall act as he/she sees fit, but his/her decision shall be rendered within thirty (30) days of receipt of the request. The employee may appeal the Fire Chief's decision to the District's Board of Directors. Upon receipt of such a request, the Board shall conduct a hearing in executive session and shall hear from the employee making the request (or his/her representative) and the Fire Chief. In determining whether the request should be

granted, the Board will consider the nature of the act or omission which constituted the basis of the criticism, complaint or discipline, the circumstance under which the act or omission occurred, and the amount of time which has elapsed since the date of the act or omission. In any event the request is denied, the employee may reapply for such action six (6) months or more after the decision of the Board, and may continue to reapply in six (6) months or greater interval unless, due to the seriousness of the act or omission or circumstances under which it occurred, it is determined that the document shall remain a permanent record in the employee's file.

D. COMMENDATION

Whenever the District 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 the employee.

ARTICLE 30**EXPOSURE TO CONTAGIOUS DISEASE IN THE COURSE AND
SCOPE OF EMPLOYMENT**

- A. When an employee has been exposed to a suspected contagious disease or hazardous material during the course of scope of employment, the nature and circumstances of such exposure shall be promptly reported through the Chief officer, who after such medical investigation as he deems appropriate, shall advise whether the employee will be required to remain off-duty for an appropriate period of quarantine.
- B. The District will pay the cost of any co-payment incurred by an employee who received baseline screening for AIDS through the employee's primary health care plan, if the baseline screening is available. The District agrees to provide baseline screening for both Hepatitis B and Tuberculosis on an annual basis at District's expense.

ARTICLE 31 SAFETY

- A. The District has established and will maintain an Injury and Illness Prevention Program (IIP) for the purpose of the prevention of occupational related injuries and illnesses. It is the goal of the District to provide not only a safe work environment and reduce the number of accident and illnesses to a minimum, but also to create an atmosphere that promotes safety.
- B. The District has implemented a Central Health and Safety Committee. This committee is a joint labor-management committee, on which the Union shall appoint one (1) seat.
- C. The purpose of the Central Health and Safety Committee is to oversee all occupational health and safety issues and concerns of all District employees and to ensure that each and every employee, as most reasonably possible, is provided a safe and healthy workplace. The committee will meet monthly.
- D. The role of the Central Health and Safety Committee is to monitor the District's Injury and Illness Prevention Program. Responsibilities of the committee are described in the Sacramento Metropolitan Fire District Injury and Illness Prevention Program (IIPP).
- E. The District shall continue to provide for the safety of employees during the hours of their employment. In this regard, the District agrees that it will receive and consider written recommendations, with respect to unsafe working conditions from an employee or the Union; and the employees and the Union agree that they will forward their safety recommendations and ideas to the Central Health and Safety Committee and the District.
- F. The District shall take all reasonable and readily available precautions when an employee's assigned duties are performed under generally known extraordinary life endangering conditions not normally associated with fire fighting and fire safety and prevention activities.
- G. To the extent reasonably ascertainable by the District, equipment provided and maintained by the District shall be reasonably safe and adequate for its normal and intended use. Provided, however, that nothing herein is to be construed to mean that the District assumes the liability of any other party, or waives any rights, defenses to liability or cause of action that it may have in law or equity.

ARTICLE 32 SENIORITY

- A. The District shall establish a seniority list of regular status employees, which shall be updated as needed by the District. The seniority list is available on the District's P Drive.
- B. District seniority shall be based on total unbroken service in the District, as a full-time regular employee. The actual date of hire shall be used for this determination.
- C. In the event two (2) or more persons are hired on the same calendar date, seniority in the District shall be determined in accordance with their respective standing on the entry level hiring list. The employee attaining the highest numerical standing shall be the more senior.
- D. Rank classification seniority will be determined by the effective date of promotion to a rank or position. In cases where more than one employee has been promoted to a rank or position with the same effective date, the employee's seniority in that rank will be determined by his/her position on the promotion list with the employees highest on the list having seniority.
- E. In all cases, employees with the earliest date of employment shall have department seniority over employees with later dates of employment, and in all cases of employees promoted to a rank or position, the employees with the earliest dates of promotion shall have seniority over employees with later dates of promotion to the rank of positions.
- F. Employees of the same rank and/or hire date, for the purpose of blending any existing seniority lists between the Districts that comprise the SMFD, shall determine seniority by drawing of lots.

ARTICLE 33 REDUCTIONS IN FORCE AND RECALLS

- A. The District shall make every reasonable effort to cooperate so as to avoid economic or other circumstances, which would require a reduction in District staffing. This obligation shall include the obligation to reopen the meet and confer process on any provision of this MOU which relates to the circumstances which threaten to cause a reduction force. If during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of this agreement in any respect, such changes shall be effective only when reduced to writing and executed by the authorized representatives of the District and the Union. Any such changes validly made shall become part of the Agreement and subject to its terms.
- B. In the event the Board of Directors, in its exclusive judgment ultimately decides that a reduction in force shall be implemented, the Board shall specify the number of positions to be authorized within each job classification. Any lay-off of personnel initiated will be made on the inverse order of seniority as provided in the Fire District Seniority List.
- C. PROCEDURE:
 - 1. The Fire Chief shall then designate those employees to be laid off in accordance with the Board's specified number of authorized positions in each job classification and in accordance with the following procedures:
 - 2. Employees shall be laid off in inverse order of seniority by job classification, except than an employee in a higher paying job classification shall have the right to "bump" employees in lower paying job classifications in which the higher paid employee was previously employed. All employees being laid off who are eligible for leave benefits shall be compensated for those benefits at time of lay-off. Such compensation shall be paid the employee's current rate of pay.
 - 3. An employee who "bumps" to a lower paying job classification will be placed on the applicable seniority list for that classification according to the employee's prior District service (promotion date) in that rank.
 - 4. Employee(s) cannot "bump" to a lower paying job classification that they were not previously employed and successfully completed probation, unless while during probation in the lower paying job classification the employee was promoted into the higher paying job classification.
 - 5. Employees to be laid off will commence with the highest job classification. Those employees will "bump" and be integrated into the appropriate lower paying job classification prior to any employee being laid off in the lower paying classification.
 - 6. In the event that an employee "bumps" to a lower paying job classification in accordance with the provisions of this Article, his or her salary shall be immediately reduced to the step of the lower salary range which would have applied had the employee never been promoted to the higher paying position.

7. Prior to an employee being released, said employee may be required to submit to physical examination with a District paid physician. Said examination shall be based on present District physical standards, taking into consideration the employee's age at the time of said examination. If said examination determines an employee to be physically disabled, and impair his or her ability to be recalled, said employee may apply for disability benefits provided by the District. A disability shall not remove an employee's name from the recall list, unless said employee is determined to be totally disabled. Physical examinations shall be at the District's expense.
 8. When vacancies occur within three (3) years after the date an employee is laid off under this Article, the employee shall be given the opportunity to be rehired to advance to their former classification provided a vacancy exists in the classification, in accordance with seniority and prior to the employment of any new employee in that classification. Employees will be given a physical examination before being laid off to determine his/her physical condition. Upon being rehired, an employee will be subject to a physical ability examination and must meet the same physical condition as existed upon the date of lay off. The examination will be at the District's expense. If any such reduced or laid-off employee fails to report for duty within thirty (30) days after the mailing to him or her of a written notice by registered mail to the last known address, he or she shall have lost the right to be rehired or advanced hereunder. Employees being rehired after lay-off shall have those sick leave hours accrued reinstated. Persons re-employed through use of this provision shall retain all seniority accrued while working and lay-off shall not be considered a break in employment for purposes of vacation accrual rate.
 9. In the event that an employee is advanced from one job classification to another job classification in accordance with the provision of paragraph 5 above, his or her salary shall revert to the step of the higher range that would have applied had there not been a reduction in job classification as a result of general layoff.
- D. The District will not hire part-time or grant funded employees to the positions where lay-offs have occurred to supplement the loss of the District's permanent work force.
- E. If at any point in time during the three (3) year reinstatement period (as identified in section "C" paragraph 8), the District reclassifies the job descriptions, but maintains similar job functions, the employees who were directly affected by the initial lay-off from their previously held position, will be granted re-hiring rights under the new job description/classification. This will remain in effect for the entire duration of three (3) years.

ARTICLE 34 HOUSE FUND

- A. All members of the bargaining Unit shall, on a voluntary basis, be enrolled as members of the House Fund and have a monthly fee for such fund deducted from their payroll. Employees shall hold the District harmless for House Fund provisions.
- B. The House Fund for this Bargaining Unit shall be determined/agreed to by the Union/Administration.

ARTICLE 35 MILEAGE REIMBURSEMENT

A. In the event an employee is required to use his / her personal automobile on District business, including intra-District travel, they shall be reimbursed at the IRS approved rate. Employees are to submit such reimbursement requests at the end of each month in which the required to travel occurred. The request shall minimally contain the date of travel, travel locations, reasons and mileage for each complete trip.

ARTICLE 36 UNION BULLETIN BOARD

A. The District shall provide at all work places adequate bulletin boards for posting of notices that relate to the Union or Union activities. The Union shall maintain the bulletin board in a neat and appropriate manner. Notices which are derogatory in nature or which would be offensive to reasonable person shall not be posted.

ARTICLE 37 DEFERRED COMPENSATION

- A. The District will maintain a deferred compensation program, which may be accessed by payroll deduction; however, the District will not contribute to any employee's account.

ARTICLE 38 PHYSICAL FITNESS

Voluntary Physical Fitness Program

Thirty (30) minutes shall be allowed three (3) times a week during regularly scheduled work hours for voluntary participation in a physical fitness program. Those not participating shall continue routine duties at his/her assigned work location.

ARTICLE 39

PARITY SURVEY

- A. It is the intent of the District and the Union to maintain compensation parity for all personnel represented by the Union. The District and the Union agree to the utilization of the designated "Metro" agencies. The "Metro" agencies identified are to be utilized for the purposes of establishing a "parity survey" based on the classification of Fire Captains at the top step. The compensational items utilized for comparison will be base monthly salary, longevity, EMT, paramedic, bilingual, uniform, education, holiday, and subtracting employee paid medical and pension contributions.
- B. The "parity survey" of the identified fire agencies will take place approximately six (6) months prior to the expiration of this MOU. The survey will identify a numerical list of the agencies within the total "Metro" parameters as set forth by the preceding criteria. Union Representatives and the Fire Chief, or his/her designee, agree to determine for comparative purposes only the percentage base salary adjustment that would match the total compensation for a SMFD Captain with a Fire Captain in the fifth highest ranked agency on the list.
 - 1. The survey of comparable agencies will capture any and all compensation adjustments, as defined above, that will take place in the following fiscal year. This is to ensure that the compensation adjustments will be commensurate to the same time frame as the compensation period.
- C. The Metro 14 Survey shall be conducted for comparative purposes only, and no salary adjustments shall be made pursuant to the survey except as a result of future MOU negotiations.
- D. The designated "Metro" Agencies

Alameda County
Contra Costa County
Kern County
Long Beach City
Los Angeles City
Los Angeles County
Oakland City
Orange County
Sacramento City
San Diego City
San Francisco City
San Jose City
Ventura County

ARTICLE 40**LONGEVITY PAY**

Longevity pay incentive shall be paid at the rate of two percent (2%) of base salary effective upon ten (10) years of continuous service pursuant to the District's seniority roster. Upon fifteen (15) years of continuous service there shall be another two percent (2%) of base salary incentive applied, such that the total incentive is four percent (4%) of base pay. Upon seventeen (17) years of continuous service there shall be another two percent (2%) of base salary incentive applied, such that the total incentive is six percent (6%) of base pay. Upon twenty (20) years of continuous service there shall be an additional three percent (3%) of base salary incentive applied, such that the total incentive is 9% of base pay. Upon twenty-five (25) years of continuous service there shall be another three percent (3%) of base salary applied, such that the total incentive is 12% of base pay. The entire longevity pay incentive shall not exceed a maximum of twelve percent (12%) of base salary.

SIGNATURE PAGE

IN WITNESS WHEREOF, the representatives of each party to this Memorandum of Understanding having affixed their signatures to this document on the dates set forth below.

3/7/2022

Date

3/7/2022

Date

Date

3/4/22

3/7/2022

Date

DocuSigned by:

Todd Harms

3AE00E5DDFA0441

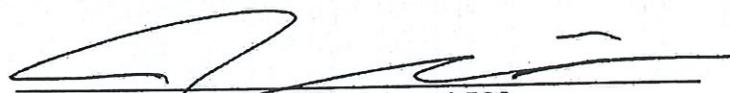
Todd Harms, Fire Chief
Sacramento Metropolitan Fire District

DocuSigned by:

Ty Bailey

E9D26E52DB2046C

Ty Bailey, Deputy Chief
Sacramento Metropolitan Fire District



Trevor Jamison, President, Local 522

DocuSigned by:

Matt Cole

C23F49230A88449

Matt Cole, Vice President, Local 522

APPENDIX A

SACRAMENTO METROPOLITAN FIRE DISTRICT

GRIEVANCE FORM: STEP 2

TO: _____ **FROM:** (Employee Name)

Human Resources Manager

1. Statement of grievance and all claims and facts upon which it is based, including dates and time where applicable (attach extra sheets if needed):

2. Articles of the MOU or other District documents which pertains to this grievance:

- 3. Remedy or correction requested of the District:**

Print Employee Name

Employee Number

Employee Signature

**LETTER OF UNDERSTANDING
FOR THE
SINGLE ROLE PARAMEDIC PROGRAM
AN AFFILIATE OF ASP**

This Letter of Understanding ("LOU") is entered into by and between the Sacramento Metropolitan Fire District ("District"), and the Employee for the Single Role Paramedic Program ("Employee").

This agreement is intended to amend the current MOU between the Sacramento Metropolitan Fire District and Sacramento Area Fire Fighters, Local 522 covering the Administrative Support Personnel ("ASP") bargaining unit. The District agrees to place the classification of Single Role EMT / Paramedic in the ASP bargaining unit. Employees hired in the classification of Single Role EMT / Paramedic will be represented by Local 522. Except as modified herein, all terms and provisions of the ASP labor contract shall remain in full force and effect, and be applicable to the Single Role Paramedic Program.

TERM

- A. Employee is being hired for the Single Role Paramedic Program, a three (3) year limited term beginning at Step #1, subject to the individual offer of employment. The parties expressly agree that no offer or promise of continuing employment is made beyond what is stated in the individual offer of employment. The term of employment may be extended as necessary at the discretion of the Fire Chief.

USE OF SINGLE ROLE EMT / PARAMEDIC

- A. At no time will a Single Role EMT / Paramedic employee be allowed to work in place of a Firefighter, Engineer, or Captain on a fire based medic, engine, truck, or grass rig. This will include vacancies caused by VL, SL, WC, LD, or similar vacancies. Only employees hired for the Single Role Paramedic Program will be allowed to work in such capacity.

DUTIES

- A. Position

Employee is employed in the position of Paramedic or Emergency Medical Technician. Employee shall be assigned to the Operations Division and reports to the EMS Captain or designee. The general duties the Employee will undertake are described in the job description, with other duties as assigned from time to time by the EMS Captain or designee.

- B. Shift Trades

Employee is allowed to trade unlimited hours per month that are mutually arranged and agreed to between the trading employees, which do not obligate the District to additional cost liability. Employee obligated for the shift is responsible for the no-show. The employee shall request and seek approval from the EMS Captain for shift trades in advance.

C. Education/Performance Requirements

1. Employee entering in the rank of EMT shall obtain a valid California Paramedic License prior to the final date of the termination of their individual offer of employment. During the period of employment, the Employee shall maintain a minimum level of "standard" or higher on their biannual performance evaluation.
2. Employee entering in the rank of Paramedic shall obtain a valid CPAT and Firefighter 1 certificate from a recognized training program prior to the final date of the termination of their individual offer of employment. During the period of employment, the Employee shall maintain a minimum level of "standard" or higher on their biannual performance evaluation.

ARTICLE 9 WAGES

A. Base Wage Adjustments – January 1, 2022, through December 31, 2022:

Effective the first full pay period following the Board of Directors' adoption of the successor MOU, Local 522 members will receive a 4.0% base wage increase. The wage scale listed in Section G below includes this base wage increase.

B – F. Does not apply

G. Represented employees shall be compensated at the following monthly wage rates, or base hourly equivalent in accordance with the provisions of this Agreement and Fair Labor Standards Act, as amended:

Effective the first full pay period following adoption of the MOU

	Step 1	Step 2	Step 3
Paramedic	21.59	22.65	23.80
EMT	19.15	20.08	21.10

Step 1 Paramedic - \$21.59/ hour

Step 2 Paramedic - \$22.65/ hour

Step 3 Paramedic - \$23.80/ hour

Step 1 EMT - \$ 19.15/ hour

Step 2 EMT - \$ 20.08/ hour

Step 3 EMT - \$ 21.10/ hour

H. Compensation will include overtime if the employee's total hours worked exceed forty (40) hours for the workweek. The employee is an hourly employee that works under the 40-hour, 7-day, workweek system. When determining the amount of overtime based upon the forty (40) hour workweek, if the employee works a 36 hour workweek for that cycle, and works another 12 hours OT during that same week the first 4 hours of the OT will be paid straight time and only the second 8 hours of the OT will be at time and a half. Overtime shall be compensated at the rate of one and one-half times (1.5) the employee's base hourly rate of pay inclusive of Day Incentive if applicable.

Effective employee's first full FLSA work period beginning on or after September 1, 2019, all paid leave will be considered "hours worked" for purposes of determining overtime owed under this Agreement.

- I. In order to receive compensation, the Employee is required to track the Employee's time and submit it to the Employee's EMS Captain in accordance with posted payroll schedule. Full time Paramedics or EMT's on regular duty during the holidays defined in Article 22 will be paid an additional one half times pay.
- J. Employee's wages will be paid in accordance with the District's standard payroll process, last day of the month, and will be subject to all applicable payroll taxes and withholdings.
- K. Single Role EMT / Paramedic preceptors will receive an additional \$2.00 / hour while working in this capacity for the District.

ARTICLE 10 INCENTIVE AND ALLOWANCES

- A. – B. Does not apply
- C. Employees will receive a uniform allowance in the amount of four hundred dollars (\$400.00) annually, to be paid in January.
- D. Employees will receive a Day Incentive when assigned to a day position equal to fifteen percent (15%) of their base hourly compensation.

ARTICLE 11 OVERTIME PAY/CTO/CALL BACK

- A. 1. Does not apply and is modified by Article 9 H above.
- B – Does not apply.

ARTICLE 14 RETIREMENT PLANS

- B. – C. Does not apply
- E. 2. Employees shall make PERS member contributions, as follows:

For safety employees who do not meet the definition of a "new member" under PEPRA ("classic safety members"), the full member's PERS contribution shall be nine percent (9%) of the employee's compensation reported to PERS.

For employees who meet the definition of a "new member" under PEPRA, the member's PERS contribution shall be 50% of normal cost, as determined by PERS.

In addition to paying the member contributions identified above, classic safety members shall engage in cost-sharing, pursuant to Government Code section 20516 (a), by contributing an additional three percent (3%) of the employee's compensation reported to PERS towards the employer's PERS costs.

Retirement Formulas:

Classic Safety members:	3% @ 50
Employees who qualify as new members under PEPRA:	2.7% @ 57

ARTICLE 19 PAID TIME OFF

B. Does not apply

I. Employees will accrue Paid Time Off on the following schedule:

0 - 12 Months of Employment = 4 hours per month (80 hours maximum accrual)
13 - 24 Months of Employment = 6 hours per month (120 hours maximum accrual)
25 - 36 Months of Employment = 8 hours per month (160 hours maximum accrual)
37 - 48 Months of Employment = 10 hours per month (200 hours maximum accrual)
49 - 60 Months of Employment = 12 hours per month (240 hours maximum accrual)

ARTICLE 20 PERSONAL LEAVE

- A. 2. Employees will be allowed up to 2 hours off for emergency leave per occurrence. The maximum amount of time per calendar year shall be 36 hours.
- B. Employees shall receive up to 36 consecutive hours off for bereavement leave, excluding scheduled days off, per calendar year. (Refer to ASP MOU for what is considered to be BL.)

D. Does not apply

F. Employees will accrue Sick Leave on the following schedule:

0 - 60 Months of Employment = 6 hours per month
60+ Months of Employment = 12 hours per month

G. Child Birth Disability Leave

An employee who gives birth to a child may use up to a maximum of six weeks of paid leave after the birth of the child during the disability period. This paid leave is independent of other District accrued leave (SL, VL, PTO) and will run concurrently with protected leaves (FMLA/CFRA/PDL). The District shall require written confirmation of an employee's eligibility for this leave from the employee's health care provider. The Child Birth Disability Leave will commence on the date of childbirth and extend only so long as the employee is actually disabled by childbirth up to the six week maximum.

ARTICLE 22 RECOGNIZED HOLIDAYS

A. – B. Does not apply

C. Full time Paramedics or EMT's on regular duty during the following Holidays will be compensated at the rate of one and one-half (1.5) times of the employee's base hourly rate of pay.

1.	New Year's Day	January 1 st
2.	Martin Luther King, JR's Birthday	3 rd Monday in January
3.	Lincoln's Birthday	2 nd Monday in February
4.	Washington's Birthday	3 rd Monday in February
5.	Memorial Day	Last Monday in May
6.	Independence Day	July 4 th
7.	Labor Day	1 st Monday in September
8.	Veteran's Day	November 11
9.	Thanksgiving Day	4 th Thursday in November
10.	Day After Thanksgiving Day	4 th Friday in November
11.	Christmas Eve	December 24 th
12.	Christmas Day	December 25 th

ARTICLE 23 DUTY HOURS AND SCHEDULE

A. Does not apply

B. Employees working hours are generally designated as 12-hour working shifts on three consecutive work days, followed by three 24-hour days off. The work schedule begins at 0800hrs Sunday morning and ends at 0759hrs the following Sunday. Deviations from this work schedule will be determined at the discretion of the EMS Captain or designee, who will notify the Employee of changes as far in advance as possible. During the designated working hours, the Employee may only be working for the District, and may not be 'on the clock' for any other employer (i.e. no "double dipping").

ARTICLE 24 PROBATION PERIODS – As set forth in the ASP MOU

ARTICLE 25 PROMOTIONS

A. – F. Does not apply

G. The criteria that must be met to qualify a Single Role Paramedic to a Firefighter position are as follows:

1. All requirements must be met 120 days prior to the Firefighter Academy set by the District:

- (a) Must possess a Paramedic License accredited in Sacramento County and in good standing with the District.
 - (b) CPAT certificate that is up to date.
2. The District agrees to rank the Single Role employees on a separate hiring list based on performance, and successful score of the oral panel interview process. Single Role employees will be placed into the firefighter academy based on this ranked list and needs of the District.
 3. The oral review panel will be made up of personnel from the District and shall have one member of the local 522 Executive Board. The oral panel will be held prior to each firefighter academy and each oral testing process will be independent for each firefighter academy.
 4. Employees that are not promoted upon completion of the interview process will not be placed on the eligibility list. Candidates will have to re-compete for the next firefighter academy with the other Single Role Paramedics that are qualified 120 days in advance of the next firefighter academy.

ARTICLE 26 INTER-DEPARTMENT TRANSFERS – Does not apply

ARTICLE 27 DISCIPLINARY ACTIONS

D. 22. The District may discipline up to including termination the employee prior to the expiration of the term of their individual offer of employment for good cause including not maintaining a satisfactory performance standard on performance evaluations. The causes for discipline and procedure for imposing discipline shall be as set forth in the most current Memorandum of Understanding between the District and the ASP. Upon any such termination, no further compensation or other benefits shall be due or owing by the District to the Employee, except for wages earned and owing to the Employee as of the effective date of termination.

H. Return of District Property

1. Upon termination of employment, the Employee shall immediately return any and all of the District's property (whether originals or copies) that is in Employee's possession, including, but not limited to, any and all keys, documents, fire/rescue equipment, computer data, or any other materials or property of any nature belonging to the District.

ARTICLE 28 GRIEVANCE PROCEDURES

D. PROCEDURE:

Step 3: Does not apply

Step 4: Appeals process by the expedited hearing board shall be as follows:

- (1) Any hearing conducted under this section shall be held before a five-member hearing board. Two members of the board shall be selected by the District and two members shall be selected by Local 522. The fifth member shall be selected jointly by the District and Local 522.

(2) The hearing will be held at a mutually agreed upon location. Each party will have two and one half (2-1/2) hours to present its case, including whatever time it takes to reserve for rebuttal. The presentation of evidence will be made by submitting a statement of facts stipulated by the parties and/or the presentation of witness and documentary evidence. Either party may request a court reporter to transcribe the proceedings. After presentation of the evidence, each party will have thirty (30) minutes to make an oral argument before the board. No briefs will be submitted.

(3) Prior to the hearing, the parties may agree to mediation. The date, mediator, and costs of mediation shall be subject to the mutual agreement of the parties.

(4) At the conclusion of the case presentation, the board will announce the decision orally to all parties. Any decision by the board shall be final and binding on the District, Local 522, and the employee.

ARTICLE 32 SENIORITY

A. – F. Does not apply

G. Seniority time in Single Role Paramedic Program will not apply in the Safety classification.

H. Seniority will be based on the performance in the SRPP Academy at the time of graduation.

I. When an EMT promotes to the Paramedic Rank he/she shall start at the bottom of the seniority within the paramedic list.

ARTICLE 33 REDUCTIONS IN FORCE AND RECALLS – Does not apply

ARTICLE 34 HOUSE FUND

C. Employees shall pay half of the amount that Local 522 Firefighters pay on a monthly basis, and money shall be distributed among the SRPP Base Stations.

ARTICLE 38 PHYSICAL FITNESS – Does not apply

ARTICLE 40 LONGEVITY PAY – Does not apply

MISCELLANEOUS

A. Governing Law/Venue

1. The formation, construction, and performance of this LOU, and any dispute arising from the relationship between the parties shall be governed by and construed under and according to California law. The parties agree that any legal action commenced as a result of matters arising from this LOU shall be venued in Superior Court, Sacramento, California, and the parties consent to such jurisdiction.

B. Entire Agreement

1. This LOU constitutes the entire agreement between the District and the Employee pertaining to the subject matters covered. Except as stated herein, they supersede all prior and contemporaneous agreements, understandings, representations and

warranties between the parties, whether written or oral, pertaining to the subject matters covered. This LOU may only be modified in writing, and signed by both parties.

C. Severability

1. In case any one or more of the provisions contained in this LOU shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this LOU, and this LOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SIGNATURE PAGE

IN WITNESS WHERE OF, the representatives of each party to this LOU having affixed their signatures to this document on the dates set forth below.

3/7/2022

Date

3/7/2022

Date

3/4/22

Date

3/7/2022

Date

— DocuSigned by:

Todd Harms

3AE00E5DDEAD441
Todd Harms, Fire Chief

— DocuSigned by:

Ty Bailey

C0D20E62DBD9460
Ty Bailey, Deputy Chief

3AE00E5DDEAD441
Trevor Larson, President, Local 522

Matt Cole

C23549210A84449
Matt Cole, Vice President, Local 522