

**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, 2007 through December 31, 2013

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**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.
- F. The parties to this Memorandum of Understanding agree that neither shall discriminate against any person in the administration of this agreement on account of race, religious creed, color, national origin, ancestry, medical condition, physical and/or mental disabilities, marital status, sex, age or sexual orientation.

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. Therefore, all assigned to the bargaining unit, shall as a condition of continued employment, within thirty (30) days of the effective date of this provision or within thirty (30) days of the date of hire, whichever is later, either be a member of the Union and pay Union dues or pay an agency fee to the Union; or if prohibited by religious or conscientious objections as described in the provision of 3502.5 of the Government Code contribute to a charitable organization agreed to by the parties under the provisions of 3502.5 of the Government Code, in an amount equal to ninety-five (95) percent of the uniform Union dues, assessed uniformly against all Union Members. Such dues or fees shall be payroll deducted.

- 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 pursuant to the Committee charter.
- 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 schedule 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 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.
- G. Unused hours will roll over into the next 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 the unit may make donations of either Holiday or Vacation leaves to the union leave account.
- I. For purposes of union donated time from employees' leave banks, there shall be a separate accrual account which will accrue from one year to the next.

ARTICLE 5: EMPLOYEE RIGHTS

A. Notwithstanding the provisions of this agreement, employees shall retain all rights provided for in Government Code section 3500 and the District's prevailing Employer-Employee Relations Resolution.

B. Firefighter Bill of Rights
Procedures for Fact Finding Interviews and/or Investigations:

When any member of SAFF Local 522 is the subject of investigation or fact-finding that could lead to discipline the interview/interrogation of that member shall be conducted under the following circumstances:

The member shall be advised that he or she has the right to union representation of his or her choice at the interview/interrogation and that he or she shall be given a reasonable amount of time to contact and obtain the representation.

The interview/interrogation shall be conducted at a reasonable hour, preferably when the member is on duty. If the interview/interrogation is conducted during off-duty hours, the member shall be paid overtime, at the overtime rate, for the time spent in the interview/interrogation and travel time to and from the member's residence of record unless the member waives such overtime to accommodate his or her representative.

The member shall be informed of the nature of the investigation or fact-finding prior to the interview so he or she may prepare for it if necessary.

All questions directed to the member shall be asked by no more than two interviewers.

The member being interviewed/interrogated shall not be threatened with discipline except that he or she shall be informed that failure to answer questions directly related to the investigation or fact-finding may result in discipline.

No statement made during the interview/interrogation by the member under duress, coercion, or threat of insubordination may be released to any party without the express permission of the member for any purpose other than the implementation of discipline or the appeal of such disciplinary action.

The complete interview/interrogation of a member may be recorded by the department and/or the member.

The member shall be entitled to all notes, transcriptions, or reports gathered by the department during the investigation or fact-finding. Such documents shall be part of the "Skelly" package prior to discipline being imposed. If the member chooses another SAFF Local 522 member as his or her representative, that member shall not be subject to discipline for refusing to disclose any information received from the member under investigation.

No member shall have any adverse comment entered in his or her personnel file without the member first having the opportunity to read and sign it. Additionally, every member who has any adverse comment placed in his or her personnel file shall have thirty (30) calendar days to attach a rebuttal/response to the adverse comment.

No discipline shall be imposed in cases where one year has passed from the time the Department knew or should have known of the instance that gave rise to the investigation.

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-Millias Brown Act (MMBA).
- I. To establish and maintain performance programs and standards.

ARTICLE 7: POLICIES AND PROCEDURES

- A. The District Policies and Procedures shall become part of this Agreement. When any changes are proposed by the District or the Union, 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 pborglund@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 through causes beyond the control of the District by reason of government, court action, or other legitimate reason beyond the control of the District, and the District is able to show proof of the "inability to pay," 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 thirty (30) days from the date of their first meeting on the subject, the parties will enact District's Employer-Employee Relations Resolution.

The District and/or the Union shall invoke interest arbitration over the issue no later than ninety (90) days before the effective date of such increases. If the parties do not agree upon the selection of an interest arbitrator within five (5) days of the District's invocation of its' right of interest arbitration, the parties shall request a list of seven (7) arbitrators, experienced in interest arbitration, from the California State Mediation and Conciliation Service from which they shall alternatively strike names, declaring the last named individual as the arbitrator for this dispute.

The interest arbitration hearing shall be heard on an expedited basis, with hearings at night and on weekends if necessary to resolve this dispute prior to the effective date of the negotiated salary increases. The District shall bear the burden of proving by a preponderance of the evidence that it is unable to pay the negotiated salary increases. Evidence of competing budgetary priorities shall not be sufficient for the arbitrator to declare an inability to pay the effective salary increases. The hearing and briefing shall be conducted in an expeditious manner, and the interest arbitrator shall render his/her award within seven (7) days of the receipt of post hearing briefs, if any, filed by the parties.

If the interest arbitrator sustains the District's claim of inability to pay the effective salary increases, the Agreement shall immediately reopen for negotiation of salary increases for the remainder of its' term.

ARTICLE 9: TERMS OF AGREEMENT AND MODIFICATIONS

A. The terms and conditions of this Memorandum of Understanding are effective on January 1, 2007 and shall remain in full force and effect through December 31, 2013.

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 District's Employee Relations Officer, 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.

CHAPTER II COMPENSATION

ARTICLE 10: WAGES

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

Firefighter
Engineer
Captain

Apprentice Inspector
Inspector II
Supervising Inspector

Investigator I
Investigator II
Supervising Investigator

Public Education Technician
Public Education Senior Technician
Public Affairs Officer

Geographic Information Specialist I and II

Fleet Shop Assistant
Equipment Service Technician
Mechanic
Master Mechanic

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

All 522 Represented Personnel:

For years one through three, all represented personnel will obtain an annual salary increase of four percent (4%). The salary increase will take place on the 1st of January for years 2007, 2008 and 2009.

For the following two years of 2010 and 2011, the wages portion of this Agreement will fall under a "sunset clause."

SUNSET CLAUSE:

For the years 2010 and 2011, the salary adjustment as identified in this Agreement will cease.

The District and the Union agree to meet and confer over projected salary adjustments for the years of 2010 & 2011.

Amendment 01/01/2009:

Due to the economic hardship and the substantial reduction of renewable revenues that the District is experiencing, Local 522 has agreed to defer the 4% annual raise identified for the year 2009.

The deferral of the identified 4% will not be nullified and will be automatically enacted once the 1000 account is brought down to 85% of the renewable revenues.

The automatic increase of the 4% (as previously negotiated) should not cause the District's 1000 account to exceed 88% of the renewable revenues. If that is the case, then the automated increase will be the portion of the 4% that brings the 1000 account up to 88% of renewable revenues.

In addition to the compensation and benefits provided under the Memorandum of Understanding, employees represented by the Union (Local 522) shall receive as base salary increases any other increases in gross compensation received by any other bargaining unit(s) with the District and/or any benefit improvements received by any other bargaining unit(s) with the District. For example, if another bargaining unit receives a premium pay increase equal to .10% of that bargaining unit's total compensation, employees represented by the Union shall receive a .10% base salary increase. As another example, if another bargaining unit receives an increase in orthodontic coverage, employees represented by the Union shall receive no less than the same orthodontic coverage.

This amendment language will be grandfathered into the next two contracts.

- 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.

Effective January 1, 2007

	Step 1	Step 2	Step 3	Step 4	Step 5
Recruit Firefighter					4736
Firefighter	5210	5471	5745	6032	6334
Fire Engineer	5768	6056	6359	6677	7011
Fire Captain	6463	6786	7125	7481	7855
Fire Inspector I (Apprentice)	4258	4471	4695	4930	5177
Fire Inspector II	5768	6056	6359	6677	7011
Fire Supervising Inspector	6463	6786	7125	7481	7855
Fire Investigator I	4258	4471	4695	4930	5177
Fire Investigator II	5768	6056	6359	6677	7011
Fire Supervising Investigator	6463	6786	7125	7481	7855
Public Education Technician	3766	3965	4163	4371	4590
Public Education Senior Technician	4153	4361	4579	4808	5048
Public Affairs Officer	4544	4771	5010	5261	5524
Geographic Information Specialist I					
Geographic Information Specialist II	4212	4423	4644	4876	5120
Fleet Shop Assistant	2905	3050	3203	3363	3531
Equipment Service Technician	4224	4435	4657	4890	5134
Mechanic	5255	5518	5794	6084	6388
Master Mechanic	5854	6147	6454	6777	7116

- B. Salaries established by applying the percentage of increase to Step 5 in each scale, except Recruit Fire Fighter, and dividing Step 5 by 1.05% to establish Step 4 rate and this method followed for each subsequent Step. The Recruit Firefighter rate is established at 10% below the Firefighter Step 1 salary. 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 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

- 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.
- 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 pay.
- 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 an Associate Degree shall receive three and one-half percent (3.5%) of base pay.
- h) Employees who possess an Associate Degree in Fire Science, or a Certificate commensurate with the knowledge and abilities of the job position held and any other Associate Degree, shall receive six and one-half percent (6.5%) of base pay.
- i) 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.
- k) Employees who possess a Bachelor Degree in Fire Science, or a Certificate commensurate with the knowledge and abilities of the job position held and any other Bachelor Degree, shall receive ten and one-half percent (10.5%) of base pay.
- l) Employees who possess a Bachelor of Science Degree in Fire Science from an accredited college or university shall receive ten and one-half percent (10.5%) of

base pay.

- m) 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) Recruit Firefighters shall remain at the recruit firefighter rate of pay, until the time of graduation, at which time they will be advanced to Step 1 of the Firefighter salary range.
- d) Employees in the Haz-Mat Program, as identified in Article 12, will receive five and one-half percent (5.5%) of base pay.
- e) Vehicle maintenance personnel and Fire Prevention Personnel assigned to be on stand-by shall be paid one hundred twenty-five dollars (\$125.00) 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.
- f) Employees in the classifications of Master Mechanic, Mechanic and Equipment Service Technician shall have their base compensation supplemented by one hundred twenty-five dollars (\$125.00) per month tool allowance.
- g) 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.
- h) Day Incentive:
 - a. Each 24 hour shift unit member assigned to a day assignment position for at least thirty (30) consecutive days shall receive a stipend equal to ten percent (10%) 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 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 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 2912 hour work year.

ARTICLE 12: HAZ-MAT PROGRAM

- A. The District retains the right of selection for personnel to be trained for Haz-Mat (HM) certification subject to selection criteria of business necessity, seniority, and those that volunteer for the program.
- B. All shift assigned HM Tech and HM Specialist certificate holders shall receive the five and one-half percent (5.5%) incentive regardless of their apparatus assignment; in consideration of the foregoing the District retains the right to assign said certificate holders.
- C. The District retains the right to remove participants based upon performance deficiencies and/or medical restrictions.
- D. There shall be a three (3) year commitment of certification to the program. After selection for program participation, the initial assignment to both Tr109 and E109 shall be made based upon seniority. Once Tr and E109 assignments have been made those program participants shall be **ineligible** for station bidding during the three (3) year commitment. The balance of the unassigned program participants shall be eligible to participate in station bidding for the term of their three (3) year commitment.
- E. After the initial selection of program participants, the District retains sole discretion for entry of new participants into the program utilizing the referenced selection criteria.
- F. 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.
- G. The number of HM Team members shall, as reasonably 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 Haz-Mat 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.

- H. Personnel contemplating obtaining Haz-Mat certification on their own should consult with the Haz-Mat Program Coordinator on the District's need for increasing the program's participants prior to obtaining the training.
- I. The District intends to maintain a full compliment of certified personnel at Station 109 to affect a Level "A" entry and decontamination activities. That compliment is seven (7). To staff the Haz-Mat Apparatus the District will utilize the following procedure: 1) For the full compliment 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 compliment cannot be achieved with the above referenced process, then the District will drop the Haz-Mat service level from both E109 and Tr109 to just Tr109; 4) If the staffing on Tr109 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 Haz-Mat program to staff E109.

- J. It is the District's intent to have equal-numbers of Haz-Mat certified personnel across the three (3) shifts for ease of assignment and backfill.
- K. Three (3) rosters shall be developed and maintained by the HM Coordinator: HM Team Members, Non-active HM Team Member, and HM Trained – Non-Team Member. These rosters shall be placed in the Public/Haz-Mat Folder in a read-only format.
 - a. All personnel from all three rosters will be offered on-duty training to maintain their mandated currency and proficiency.
- L. Personnel serving in a non-shift (days) capacity for a time period of greater than six (6) months shall be moved to a "Non-active HM Team Member" and their incentives will cease. At the time that the individual transfers back to shift, providing they have maintained their mandated training and proficiency, they would "bump back" onto the team displacing the lowest seniority person in that rank 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-Action 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.
- M. Rank specific vacancies on the team shall be filled first by personnel available on the Non-active HM Team Member by Haz-Mat Team Seniority. If no personnel are available from the above referenced list, then the vacancy is to be filled from the "Haz-Mat Trained – Non Team Member" Roster based upon their seniority in rank.
- N. In the case of promotion of a team member, their retention on the team is dependant upon a vacancy existing in their new rank. If no vacancy exists the member will be moved to the Non-active HM Team Member with no incentive granted.
 - 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 seniority onto the Non-active HM Team Member list 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 1. Non-active HM Team Member or 2. Haz-Mat Trained – Non Team Member rosters.
 - 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 removed, placing them on the bottom of the Non-active HM Team Member list.

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.

O. 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.

ARTICLE 13: OVERTIME PAY

- A. All hours worked which are not during the employee's regularly scheduled hours shall be compensated at the rate of one and one-half (1.5) times the employee's normal rate of pay.
- B. For purposes of Fair Labor Standard Act (FLSA), compensable hours will be considered work hours.
- C. Employees shall be paid at a two (2) hour minimum, at the overtime rate, 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. Shift employees who work a fifty-six (56) hour week in consideration of a fixed monthly salary, and who work in excess of two hundred and four (204) hours, but not in excess of two hundred sixteen (216) hours per work period, exclusive of time off, shall be compensated for such statutory overtime by receiving an additional one-half (.5) times their regular hourly rate of pay for each hour worked.
- F. Day shift 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 shall receive compensation in accordance with the following:

- A. **Twenty-Four (24) Hour Shift Uniform Allowance:**
Each twenty-four (24) hour shift employee who is required to wear a uniform in the performance of his or her duties shall receive a maximum of eight hundred dollars (\$800.00) per year. This allowance shall be used for the purchase and maintenance of the daily work uniform.
- B. **Day Shift Clothing Allowance:**
Each day shift employee shall receive a maximum of eight hundred forty dollars (\$840.00) per year clothing allowance. This allowance shall be used for the purchase and maintenance of the daily work attire.
- C. **Payment of Uniform/Clothing Allowance:**
 - 1. Eligible employees who are employed for less than a full calendar year shall be paid a uniform allowance on a pro rata basis within thirty (30) days of their employment date.
 - 2. New hire shall not be eligible for reimbursement for the uniform allowance until they have completed their tower (Academy) assignment.
 - 3. Payment for annual uniform allowances shall be paid by the District to eligible employees in January of each year by a separate check.
 - 4. Employees who quit, are granted a leave of absence of thirty (30) days or more, retire, or are terminated shall reimburse the District for the unearned portion of the yearly allowance.
- D. **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.
- E. **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. The District contribution for PERS shall be the premium amount for Blue Shield or Kaiser Health Plan, whichever is higher.
- 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.

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 will provide up to \$103.92 per month.
- 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 three (3) months in advance to the District and shall include, if appropriate, any administrative charges levied by the insurance provider.
- E. The escalator shall not exceed ten percent (10%) of the flat rate outlined in item A. 2. and B, of this Article for the plans that are currently offered by the District, the Union, and those offered by previous plans.

ARTICLE 18: RETIREMENT PLANS

During the term of this Agreement, there shall be three (3) active retirement plans for represented employees PERS, SCERS and the Private Retirement Plan.

A. Primary Plan

The primary plan shall be the Public Employees' Retirement System (PERS), Public 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. The District shall pay to PERS the member's contribution to their PERS Retirement plan not to exceed nine percent (9%) of the employee's salary. Such payments shall be made payable to the member's own PERS account.

B. Secondary Plans

As a result of prior mergers by and between the North Highlands, Citrus Heights and

Rancho Cordova Fire Protection Districts, some represented employees shall be entitled to continue their participation in such plan. The District agrees to pay both the District's and employee's contribution to these respective plans for the term of this Agreement.

- C. At the employee's option, upon service retirement or disability retirement for the year 2007, the District will compensate up to thirty-two percent (32%) of the employee's accumulated "A" Bank sick leave. This option will increase by two percent (2%) per year for each and every year of this Agreement.
1. For the year 2008, the sellback will increase to thirty-four percent (34%).
 2. For the year 2009, the sellback will increase to thirty-six percent (36%).
 3. For the year 2010, the sellback will increase to thirty-eight percent (38%).
 4. For the year 2011, the sellback will increase to forty percent (40%).
- D. 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).

- E. Benefit Levels:
1. Safety shall be three percent (3%) at age fifty (50) and
 2. Miscellaneous shall be three percent (3%) at age sixty (60).
- F. The District shall, in accordance with PERS procedures, pass the necessary Resolution(s) to treat Employer Paid Member Contributions (EPMC) as PERS reportable compensation for retirement purposes.
- G. The tax/retirement and other consequences, if any, of the above referenced changes are the responsibility of the employee.
- H. The District shall in accordance with Internal Revenue Code Section 414 (H) (2) pass the necessary Resolution(s), which allow for employee paid member contributions to become tax-deferred and therefore counted as part of the employee's base for retirement purposes. The 414 (H) (2) retirement benefit shall be exclusively for the employees in retirement systems other than PERS. Those employees that are members of the Sacramento County Employees Retirement system (SCERS) shall be given an open election period of sixty (60) days to become members of the California Public Employees

Retirement System (CalPERS).

- I. 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

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

1. Shift personnel shall accumulate sick leave at the rate of 264 hours per calendar year (22 hours per month) and sick leave shall be deducted on an even-hour basis.
 - a. If employee utilizes seventy-two (72) hours or less of SL per calendar year, an additional twenty-four (24) hours of SL will be added to the employee's SL account.
 - b. The audit of SL use will be commensurate with the annual SL sell back option.
2. Day personnel shall accumulate sick leave at a rate of 188.4 per calendar year (15.75 hours per month) and sick leave shall be deducted at an even hour basis.
 - a. If employee utilizes forty (40) hours or less of SL per calendar year, an additional 17.60 hours of SL will be added to the employee's SL account.
 - b. The audit of SL use will be commensurate with the annual SL sell back option.
3. Sick leave shall be accrued and recorded at the end of each month. Sick leave shall be accrued on an unlimited basis.
4. 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. Requests for donations from District Personnel, 4. An extension of sick leave with the recommendation of the Fire Chief, by the Board of Directors, and based on the employee's service record, 5. Unpaid leave status.
5. An employee who utilizes sick leave due to illness/injury of a family member shall only schedule those hours required until a spouse or other responsible family member is available to oversee care.

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. PERS Sick Leave Option

Unused Sick Leave benefits may be converted for retirement credit as provided for in Section 20965 of the Public Employee's Retirement Law or the comparable provisions of the County Employees Retirement System as provided for in Article 16 of this Memorandum of Understanding.

E. 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.
2. The "A" Bank must contain 1000 hours for all shift personnel, and 741 hours for all day shift personnel.
3. Measurement is made each June 30 with notification to the employee no later than July 15.
4. The employee at his/her sole option, must notify the District no later than October 31 of their election to be compensated. The notice shall be in writing.
5. Compensation shall typically occur not later than December 15 and on a separate pay warrant.

F. An employee who has at least the hours set forth in (1) may request compensation as follows:

1. Up to fifty percent (50%) of the hours accrued in the previous year (July 1 - June

30) may be relinquished to the District at one hundred percent (100%) of the employee's base monthly compensation, inclusive of all incentives, on December 1.

2. Any hours used in the previous year (July 1 - June 30) shall reduce the number of hours which the employee may relinquish.
3. Relinquishment shall be at the employee's sole option.

G. "A" Bank and "B" Bank

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.

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

- A. The District shall provide each employee participating in the Rancho Cordova private retirement plan a paid long term disability benefit plan. This benefit shall be sixty-seven percent (67%) of the eligible employee's basic monthly salary, less deductible benefits of other income, contained in the District's contract with the plan carrier. Specific provisions and conditions of such benefits are contained, and available to applicable employees, in the plan document (Policy and Benefit Booklet).

- B. 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 PTO/Vacation/Holiday/CTO, or accrued Sick Leave benefits 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 PTO/Vacation/Holiday/CTO or accrued Sick Leave benefits 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 PTO/Vacation/Holiday/CTO and Sick Leave benefits, 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.
- C. The District will provide Survivor's Benefits for each employee that remains in the Rancho Cordova private retirement plan. The amount of said coverage is to be equal to ninety (90) times the employee's monthly salary. The maximum amount of insurance under this section shall be three hundred thousand dollars (\$300,000.00).

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. Current program is provided by Sutter Health.

**CHAPTER IV
LEAVES AND HOLIDAYS**

ARTICLE 24: LEAVES: GENERAL

- A. 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 of equal to 14.0% of the total line suppression Firefighters positions. These percentages represent our current vacation allowance of eight (8) Captains, eight (8) Engineers, and ten (10) Firefighters. The change to percentage calculation will allow for adjustment as the District grows. Provided that a new company opens up, an audit shall be done by January 31st and by July 31st of each year by the District. Once the audit is complete, the number of maximum allowable off on VL or HL shall be adjusted and posted immediately.
1. At the beginning of February and August, the District will put out notification identifying the addition of personnel available off, if any.
 2. For the first two (2) weeks of February and August, members may choose to submit their names to their respective shift representative for the available opening(s).
 3. The available position(s) will be filled based upon seniority of total time within the District.
 4. After two (2) weeks have expired, the additional available position(s) will be filled on a first-come-first-serve basis.

- B. The vacation bid will take place in November and shall be limited to four (4) rounds of bidding. The above percentages apply to the four (4) rounds of vacation bids. 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.

The Union agrees that under extreme circumstances the District reserves the right to cancel all leaves due to emergency conditions.

- C. In the event the District cancels an employee's PTO/Vacation/Holiday, 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 PTO/Vacation/Holiday time is not taken that year, the employee shall have first selection for PTO/Vacation/Holiday in the next bid period. The first selection would be to choose the canceled PTO/Vacation/Holiday only.

- D. Mandatories shall be made fourteen (14) days in advanced for the following holidays:

- a. Fourth of July - This is to include the additional companies required to up-staff the District's equipment.
- b. Thanksgiving Day
- c. Christmas Eve

d. Christmas Day

- E. Employees on holiday leave (HL) or on vacation leave full (VLF) shall not be subject to mandatory callback for any regularly scheduled days off before or after their scheduled HL or VLF time.
- F. On the holidays listed here -Thanksgiving, Christmas Eve, and Christmas Day - the ratio of employees off shall be reduced. The District shall allow a number of Captains off equal to 8.9% of the total line suppression positions, Engineers off equal to 8.9% of the total line suppression positions, and Firefighters off equal to 8.5% of the total line suppression Firefighters positions. Currently the number of line positions would allow four (4) Captains, four (4) Engineers and six (6) Firefighters off during the holidays listed in this section.
1. If there is the maximum number of people allowed off listed in Section F. of this Article, the District will allow the scheduled employees to locate their own callback participant. The callback participant will earn the standard overtime rate of one and one-half (1 ½) times the rate of their regular compensation.
 2. The positions will be filled on a first-come first-serve basis with no regard to rank.
 3. At no time will the number of scheduled suppression employees off on HL, VL, or VLL exceed the number of people allowed off in Section A. of this Article.
 4. Those employees who are off on SL, WC, AL, or other designated time will not count towards the total number of people allowed off.

ARTICLE 25: VACATION/PTO LEAVE

Vacation Leave for Suppression/Shift Personnel

Definition

Vacation Leave is a “suppression” employee benefit program designed to compensate employees for time not worked due to scheduled vacation. For PERS reportability purposes, Suppression personnel assigned to a day shift assignment shall not have their Vacation and/or Holiday Leave banks commingled; however, the leave accounts shall still be subject to the conversion factor as set forth in Article 27. Vacation requests must be submitted 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 24 hours before the beginning of the shift.

A. 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)
61 to 120	216 hours/year 9 shifts/year (18 hours/month)
121 to 180	264 hours/year 11 shifts/year (22 hours/month)
181 to 240	288 hours/year 12 shifts/year (24 hours/month)
241 or more	312 hours/year 13 shifts/year (26 hours/month)

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. However, by application to the Fire Chief, an employee’s maximum accrual may be waived for other specific conditions.

PTO Leave for Non-Suppression/Day Shift Personnel

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 Battalion Chief/Division Chief on a Leave Request Form, and approved by the completion of the last scheduled shift worked prior to the leave commencing, unless waived by the appropriate chief.

- A. 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)
61 to 120	276 hours/year (23 hours/month)
121 to 180	288 hours/year (24 hours/month)
181 to 240	336 hours/year (28 hours/month)
241 or more	360 hours/year (30 hours/month)

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. However, by application to the Fire Chief, an employee's maximum accrual may be waived for other specific conditions.

- B. **Annual PTO Buy Back**

On October 1st, represented, non-suppression/day shift employees may elect to be paid for no more than ninety-six (96) hours, at a rate equal to one hundred percent (100%) of their base hourly rate, excluding any differential pay, except that no employee may have more than these hours converted to pay in the current fiscal year. Payment will normally be made in the month of November.

- C. **Vacation Selection Process:**

- 1. Vacation days are to be selected by November 15th of each year and shall be

posted by December 1st for the following calendar year. Selections are to be made on a seniority basis using the District Seniority List. Each employee may select one or all shifts he or she is entitled to, so long as this selection is a single consecutive set of shifts. The employee must understand that if only one shift is selected the first time that shall constitute a selection. After each employee has had an opportunity to select once, then the first employee to select shall select again, or if he or she chooses, pass to the next employee. This process shall be limited to four (4) rounds. Employees shall not bid more time than will be available in their annual accrual account. The maximum hours that can be bid for shall be limited to one year of accrual of Vacation and Holiday leave. Additionally, first round bids shall not be cancelled with the exception of unforeseen emergencies. Submittal of cancellation requests for consideration shall be made to both the Union Representative and the District's Representative.

2. The District and the Union will be responsible to coordinate the bidding process and provide a completed vacation bid lists no later than November 15th and shall be posted by December 1st of each year.
3. After the Vacation/PTO list is posted, further days may be selected on a first come basis without regard to rank or seniority.
4. Cancellation by an employee of vacation must be submitted per policy at least fifteen (15) calendar days prior to the vacation granted, and posted by the District within five (5) calendar days of receipt of same. The exception to this Section is as stated above in Item 1 regarding first round cancellations.
5. Day personnel: Separate vacation sign-up lists for the following Divisions: Fire Prevention, Training and Equipment Maintenance will begin circulation in November of the year prior to the year in which the vacation is being applied for. All vacation 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. The Fire Chief may waive this cancellation provision for cause.

D. Application of Vacation for Partial Shifts:

This time 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. There shall be a limit of one (1) hourly leave per person per shift/day.

1. Any vacation leave that ends after 2300 hours shall be for the balance of the shift.

E. Partial of one (1) to twelve (12) hours are acceptable under the following criteria:

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

ARTICLE 26: PERSONAL LEAVE

A. Bereavement Leave

Employees shall be eligible for up to five (5) consecutive working days 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.

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 reassigned to days on a limited basis, shall receive as compensation for working on Holidays, an additional 144 hours off with pay. At the employee's option these hours may be paid in twenty-four (24) hour increments on an annual basis at the employee's prevailing rate, or scheduled as annual leave under the terms of Article 24 - Vacation Leave. If a shift employee is hired at other than the first of the year the Holiday pay will be prorated based upon hire date. 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 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. Columbus Day
 9. Veteran's Day
 10. Thanksgiving Day
 11. Day after Thanksgiving Day
 12. Christmas Day
- B. Suppression employees reassigned to temporary Day shift assignments shall continue to receive Holiday Leave. Additionally, said employees shall be given the above referenced holidays off, without reduction to their Vacation accounts.
- 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:
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.
 2. If the recognized holiday falls on a Saturday, the preceding Friday may be considered the employee's holiday.
- E. If the recognized holiday falls on a Sunday, the following Monday may be considered the employee's holiday.

F. 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 time off (including Vacation, Holiday, and Sick Leave Benefits) 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 time off (including PTO/Vacation, Holiday, and Sick Leave Benefits) 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 use of time-off and report leave balances to employees on no less than a monthly basis.

CHAPTER V
HOURS, SCHEDULES, TRANSFERS AND STAFFING

ARTICLE 30: DUTY HOURS AND SCHEDULE

A. Fire Suppression Personnel:

Employees assigned to a twenty-four (24) hour work schedule in fire suppression shall work a fifty-six (56) hour week. The fifty-six (56) hour week shall be scheduled as follows:

XXOOOO

Where: X = consecutive hours on duty
O = consecutive hours off duty

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. 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. Shift Personnel Work Schedule:

Shift personnel start their shift at 0800 and continuing for a period of forty eight (48) hours and end at 0800 the following morning. The basic work schedule shall be from 0800 to 1700 unless department operations and training needs may require schedules other than 0800 to 1700. When a night drill is scheduled, the basic work schedule will be cut back commensurately for those individuals involved in the drill. An hour shall be allowed for lunch which shall be taken as a group meal generally between 1200 and 1300, unless delayed or interrupted by an emergency, work assignment or drill when it will be taken at a convenient time, and a coffee break will be allowed when convenient in the morning and the afternoon.

D. Unless otherwise directed by the Fire Chief based on the essential operational needs of the District, a modified work schedule consisting of all normal duties to include training not previously completed during that shift's work cycle, with the exception of business inspections, shall be in effect on Sunday. Meetings, public educational programs, and an occasional multi-company drill may be scheduled on Sunday.

ARTICLE 31: FILLING NECESSARY SHIFT VACANCIES

A. General Line Staffing

The District agrees that it shall maintain, on a daily basis, a minimum of three (3) persons (one [1] captain, one [1] engineer, and [1] one firefighter) on each **in-service** engine and a minimum of four (4) persons (one [1] captain, one [1] engineer and two [2] firefighters) on each in-service truck/rescue/haz-mat. However, 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 grass units, participating in special training assignment, or when excused from duty by a chief officer. The District agrees that there shall be a minimum of one firefighter and one firefighter paramedic to staff each in service dedicated ALS medic (M59 is excluded from this staffing).

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 eleven percent (11%) [currently five (5)] of the on duty Captains shall be replaced by out-of-class assignment.

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 eleven percent (11%) [currently five (5)] of the on duty Engineers shall be replaced by out-of-class assignment.

D. Firefighter Staffing

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 fourteen (14) Firefighters per shift, based on a ratio of five percent (5%) of the total line Firefighter positions per shift, plus the combined total of out-of-class positions allowed per shift, set forth in Sections B. and C. of this Article.

E. 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 from the qualified personnel.
2. An employee serving in a higher classification shall receive premium pay from the time he/she commenced the Out-of-Class assignment. The individual so assigned shall be responsible for the duties and assignments of the position he/she fills. Premium pay for out of class assignments shall be as follows:

Out-of-Class premium pay ranges shall be at the step which provides a minimum five percent (5%) salary increase.

F. 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. If the out-of-class assignment of personnel would necessitate a callback for a lower rank, then the District will callback at the higher rank, except as provided for within this Article. The District will make every effort to complete staffing and begin the callback process fourteen (14) 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.

G. 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 regular rate provided that the duration of the assignment is a minimum of two (2) hours, at which time compensation for the full assignment will be approved.
4. Should callback be required, it shall be accomplished as set forth above in this

Article.

H. 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.

I. 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).

- J. 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)

- K. Tele-Staff rules and staffing dynamics shall be placed in the District computer in the public file.

L. 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 his/her designee.
- b. A non-suppression employee serving in a higher classification shall receive an additional five percent (5%) of base pay from the time he/she commenced the Out-of-Class assignment. The individual so assigned shall be responsible for the duties and assignments of the position he/she fills.

- M. The District shall evaluate this Article every six (6) months; if required, the District and the Union agree to meet and confer should adjustments need to be made.

N. 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 his designee to be assigned to such vacancy. Seniority in rank shall be a factor in transfer assignments. The Chief, or his 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., Platoon 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. Said opening shall be posted on employee bulletin boards at all stations and work locations 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. Employee posting the spot up for bid shall fill the vacating spot of the bidder.

5. 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 promote, retire, or terminate within nine (9) months from the date of the initial swap, the swap becomes null and void. The remaining employee reverts back to his or her original bid station.

E. Open Transfer Period for Fire Prevention Bureau Staff

1. An open transfer period for Fire Inspector II, and Supervising Inspector will begin as an adopted program beginning on January 1, 2008. The assignment bid cycle would begin two (2) years from the original bid date. The original bid shall begin November 1, 2007, with the transfer effective January 1, 2008. Subsequent bids shall be conducted by November 1 of each open transfer period, with the transfer effective January 1. (Subsequent bids will be effective January 1, 2010, 2012, 2014, etc.) Probationary Fire Inspector I will not be included in the open transfer process.
Exception: Personnel assigned to Code Enforcement shall bid for assignment on a seniority by date of hire basis as determined by the District's seniority roster. Personnel assigned to Code Enforcement will be done through the Fire Chief or his designee. The District reserves the right to override the bid process for District business needs (equal amount of staffing in all areas, performance/personnel issues, unanticipated changes, etc.).
2. Personnel shall bid for assignment on a seniority in rank basis as determined by the District's seniority roster. Personnel shall be allowed to bid for an inspection area or an assignment within the Fire Prevention Bureau. The District reserves the right to override the bid process for District business needs (equal amount of staffing in all areas, performance/personnel issues, unanticipated changes, etc.).
3. With respect to a vacancy caused by retirement, death, removal, resignation, promotion, opening of a new FPB assignment(s), or FPB assignment closures of sixty (60) days or more, or brown-outs a notice of any such vacancy shall be sent to all FPB Staff via District e-mail and shall be posted on employee bulletin boards at FPB locations at least thirty (30) days 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 his designee to be assigned to such vacancy. Seniority in rank shall be a factor in transfer assignments. The Chief, or his designee, shall advise in writing on the transfer request (form) those employees who had requested but not received the assignment.
4. Subsequent vacancies resulting from an assignment made pursuant to the above shall be filled in the same manner as prescribed above.
5. Once each year an employee may change area/assignments. Said employee shall submit a written request through the chain-of-command to the Chief or his designee requesting an area/assignment change, and place his or her assignment open for bid for all employees of like rank to bid on. Said opening shall be sent to

FPB Staff via District e-mail and shall be posted on employee bulletin boards at all FPB work locations for thirty (30) days. After said thirty (30) days, the employee qualified for said opening with the highest seniority and the employee making the original request shall be reassigned as soon as practicable. If no employee applies for the open bid, the employee shall remain in his or her position until a vacancy or the open transfer period becomes available.

F. Fire Investigator – 24-hour Shift

1. Incentives and Allowances
 - b. 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
 - a. Day shift Investigators who are called back specifically for shift staffing shall be compensated at time and half of the hourly shift rate.
 - b. All other 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 shall 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 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. 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 0630 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 him/her qualified and recommends that he/she be allowed to work overtime. The Fire Marshal will have the final oversight and approval of the recommendation.
- f. It is within the Fire Marshal's discretion as to the number of Investigators allowed to bid for a scheduled time off (i.e., PTO, CTO and VL). Refer to Section F: 4, a.
- g. In the event that staffing a shift schedule is not feasible, the Fire Marshal 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 platoon 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 his 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 Fire Marshal or his designee requesting an area/assignment change, and place his or her 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 Fire Marshal).
- 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

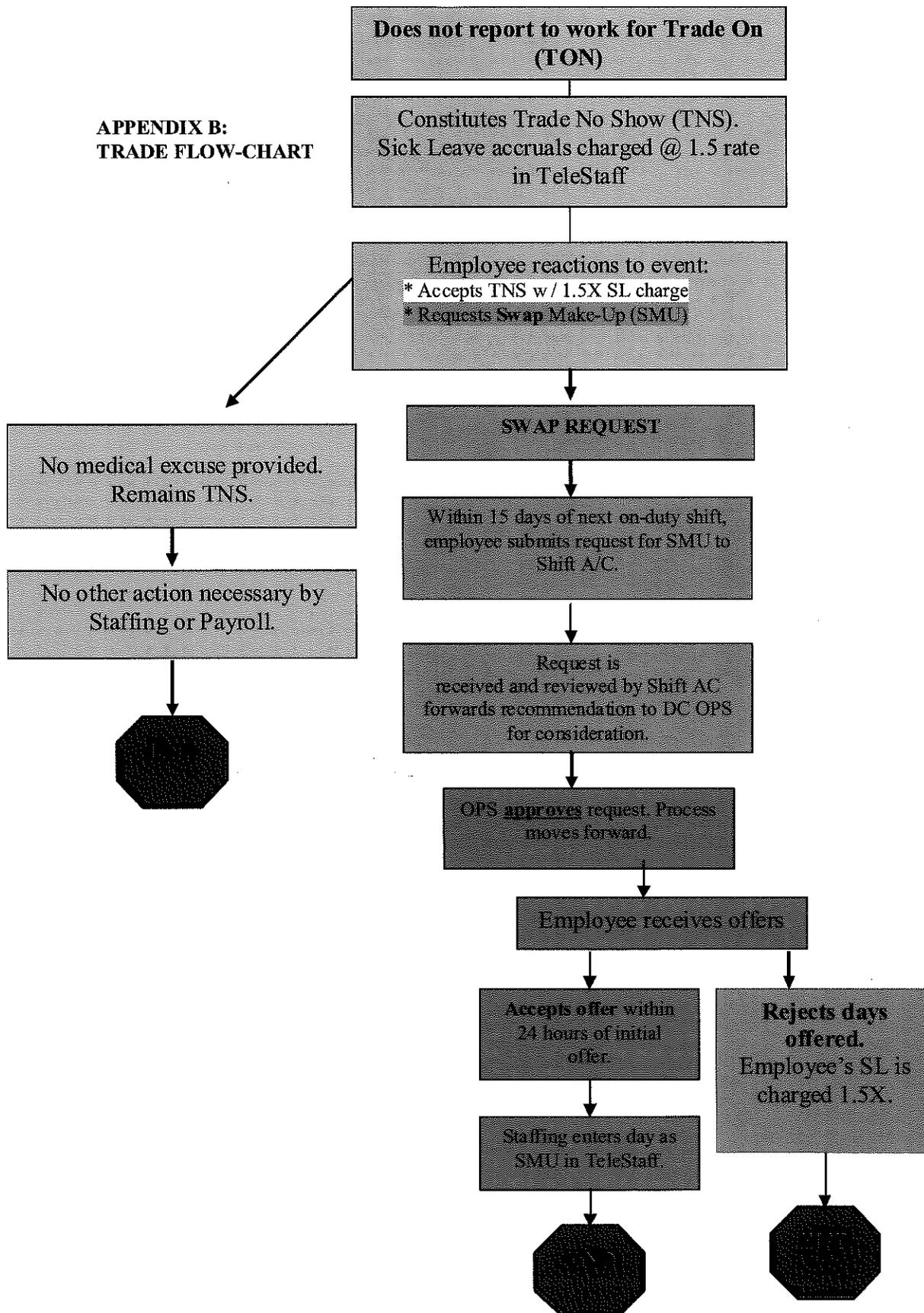
- A. Shift employees other than recruit firefighters shall be allowed to trade unlimited hours per month that are mutually arranged and agreed to between the trading employees, which does not obligate the District to additional cost liability (any exception must be authorized by the Battalion Chief).
- 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 twenty-four (24) hours per month.
- C. Other conditions are:
1. The employee shall not work more than 96 consecutive hours without a 10 hour break, except for emergency responses outside of the area. However, only at the discretion of a Battalion Chief, the employee can work more than 96 consecutive hours.
 2. The employee shall request and seek approval for shift trades in advance. Captain shall approve stand-in for Engineer or Firefighter.
 3. Neither the District nor the officer shall be held responsible for enforcing any agreement made between employees.
 4. In the event an employee fails to meet his/her commitment to shift trade as the result of a verifiable illness or injury, said employee's sick leave accrual shall be charged. If said failure results in a call back, his/her sick leave accrual shall be charged at the rate of time and one-half for the period of his/her absence. In the event an employee is hospitalized, or an outpatient procedure is performed under anesthesia (general, local, spinal), the deduction to his/her sick leave account shall be at the straight-time rate. 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. If the commitment to work a trade is broken, as a result of a 4850 injury, within 36 hours of the shift to be worked, there shall be no deduction from the employee's leave bank. In the event that there is no verifiable medical issue that caused the failure to meet the swap obligation, 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. 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. This right does not remove the possibility of progressive discipline for the violation of the MOU. Refer to Appendix B: Trade Flow-chart.

In the event that an employee fails to meet his/her commitment to shift trade due to bereavement leave, the employee will be excused and will be allowed to fulfill the trade obligation to the District at a predetermined time in the future.

In the event of disability, retirement, termination, or death, the employee is obligated to cover his/her 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.

5. 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.
 6. The Battalion Chief shall approve shift trade for Captains and employees in Out-of-Class Captain positions. Any time owed shall be between the individuals and shall not involve the District.
 7. 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) trade-no-shows, the employee's trade time opportunity shall be revoked for a period of six (6) months starting from the date of the second trade-no-show. It is incumbent upon the employee to notify the Staffing Specialist or staffing Battalion Chief when the six (6) months time limit has expired.
- E. Employees who are working a shift trade shall not be moved from their shift trade assignment/position, unless there is a business need (i.e., paramedic need, upgrade need to an Engineer/Captain/Battalion Chief).

**APPENDIX B:
TRADE FLOW-CHART**



CHAPTER VI
PROBATION, PROMOTION, DISCIPLINE GRIEVANCES

ARTICLE 34: PROBATIONARY PERIODS

A. Length of 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. For those employees in suppression classifications, said 12 month probationary period shall commence upon successful completion of the fire recruit academy. 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. However, any probationary period may be extended by the number of shifts/days in excess of three (3) shifts or five (5) days of unscheduled leave, or military leave.

The start of probation for all entry-level firefighters shall be the date of graduation from the 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.

a. Lateral Paramedic and Firefighter/Paramedic Probationary Period

Lateral firefighters and firefighter/paramedics probationary period is twelve (12) months starting on the date they graduate from the fire academy.

b. Firefighter/EMT Probationary Period

Probation for all entry-level EMT-1 firefighters is twenty-four (24) months starting on the date they graduate from the fire academy. They would remain on probation for their 12-month field experience, which starts on their graduation date, and continues through their 8-month paramedic program and ends approximately four (4) months after graduation from the paramedic academy.

B. 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, and Engineer at least every two (2) years. The examinations are to be scheduled in the period of February through April with the Engineer/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.
3. There will be a joint labor/management promotional committee in place for promotional postings covered under this labor agreement.

D. Longevity Points

The 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

After 12 months, and are not subject to arbitration.

Suspensions of one (1) shift may be appealed only to the Board of Directors and are not subject to binding arbitration. Selection of the Appeals Panel shall be as follows: The Local shall select one (1) Board member, the District Administration shall select one (1) Board member, and the two selected Board members shall select the third and final panelist. Upon close of the hearing, oral arguments shall be made and the Appeals Panel shall render its' decision.

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.

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 VI
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 employees with a hire date prior to July 1, 2000 shall maintain whatever class license that was in effect prior to July 1, 2000. All employees hired after July 1, 2000 shall possess and maintain, as a condition of continued employment, a California Class B/Firefighter Class B driver's 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 schedule by the District, or with District's approval. 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 of the District, which shall be updated by the District by October 1st of each year, and immediately be posted on the bulletin board of each work site for thirty (30) days.
- 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.

In the event that a Recruit Firefighter is injured while attending the Academy and is unable to continue with the Academy, the Recruit Firefighter, upon medical release, shall be placed on the next available Academy. The Recruit Firefighter shall keep his/her original Fire Academy date but shall be placed at the bottom of the seniority rank.

However, if the Recruit Firefighter is unable to return within one (1) year of the injury, the District and the Union agree to meet and confer on the Recruit Firefighter's seniority date.

In the event that a Recruit Firefighter is injured or has an unforeseen circumstance that is not work-related while attending the Fire Academy, and is unable to continue with the Academy, the District and the Union agree to meet and confer on the Recruit Firefighter's continued employment and/or seniority date.

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 know 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.

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:

1st Year: \$25.00 + \$1.00 = \$26.00
2nd 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, normally between 8:00 a.m. and 5:00 p.m. 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 between 8:00 a.m. and 5:00 p.m. for voluntary participation in a physical fitness program. Those not participating shall continue routine duties at his/her assigned work location.

ARTICLE 49: EQUITY ADJUSTMENTS

Local 522 Safety Personnel

- A) It is the intent of the District and the Union to maintain a compensation parity increase for those individuals designated as "Safety Personnel." The District and the Union agree to the utilization of designated "Metro" agencies. The "Metro" agencies identified are to be utilized for the purposes of establishing a "parity survey." The compensational items utilized for comparison will be based monthly compensation, medical contributions, and retirement contribution. The Captain's rank will be the designated rank of which the salary comparison will be utilized.
- B) The "parity survey" of the identified fire agencies will take place each and every December of said year. The survey will identify the top five (5) fire agencies within the total "Metro" parameters. Once the top five (5) agencies have been identified, as set forth by the preceding criteria, Local 522 Representatives and the Fire Chief, or his/her designee, agree to establish the average compensation at the designated rank of Captain. A compensation adjustment will then be established to move the SMFD Captain to the average monthly compensation. This adjustment will take place the following month of January of the new-year.
1. When the survey of comparable agencies takes place in the month of December, it is the intent to capture any and all compensation adjustments that will take place in the following year of all comparable agencies.
 2. This will ensure that the compensation adjustments will be commensurate to the same time frame as the compensation period.
- C) If the salary survey identifies the need for an adjustment, the same compensation of adjustment of base pay will be implemented to all designated "safety" positions. The salary adjustment will be capped at four percent (4%) for years 2007, 2008 and 2009. This compensation adjustment will be compounded upon the previously identified four percent (4%) increase to all Local 522 represented members.
- D) "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 City

Local 522 Non-Safety Personnel

- A) It is the intent of the District and the Union to maintain a compensation parity increase for those individuals designated as “Non-Safety Personnel.” The District and the Union agree to the utilization of designated “Metro” agencies. The “Metro” agencies identified are to be utilized for the purposes of establishing a “parity survey.” The compensational items utilized for comparison will be based monthly compensation, medical contributions, and retirement contribution.
- B) The Mechanic will be utilized as the designator to establish the compensation adjustment for the Fleet Maintenance Division.
- C) The Geographic Information Specialist I (GIS I) will be utilized as the designator to establish the compensation adjustment for the Geographic Information/Mapping Division.
- D) The Public Education Technician will be utilized as the designator to establish the compensation adjustment for the Public Education Technician and PAO classifications.
- E) The “parity survey” of the identified fire agencies will take place each and every December of said year. The survey will identify the top five (5) fire agencies within the total “Metro” parameters. Once the top five (5) agencies have been identified, as set forth by the preceding criteria, Local 522 Representatives and the Fire Chief, or his/her designee, agree to establish the average compensation of the identified top five (5) agencies. A compensation adjustment will then be established to move the positions identified above to the established compensation averages. This adjustment will take place the following month of January of the new-year.
 - 1. When the survey of comparable agencies takes place in the month of December, it is the intent to capture any and all compensation adjustments that will take place in the following year of all comparable agencies.
 - 2. This will ensure that the compensation adjustments will be commensurate to the same time frame as the compensation period.
- F) If the salary survey identifies the need for an adjustment, the salary adjustment will be capped at four percent (4%) for years of 2007, 2008 and 2009. This compensation adjustment will be compounded upon the previously identified four percent (4%) increase to all Local 522 represented members.

Sunset Clause – Safety and Non-Safety Personnel

- A) For the years 2010 and 2011, the salary adjustment as identified in this Agreement will cease for both Safety and Non-Safety Personnel. The District and the Union agree to meet and confer over projected salary adjustment for the years of 2010 and 2011.

Staffing and 1000 Account Costs

- A) If the agreed upon method for compensation adjustment causes the 1000 account of the District’s Budget to exceed eighty-five percent (85%) of the renewable revenues for any time period greater than three (3) months, the District and the Union agree to meet and

confer with good faith intentions to come to a resolution to bring the 1000 account at or below eight-five percent (85%) of renewable revenues.

- B) During the meet and confer process, both parties shall agree to remove the accumulative costs of salaries and benefits for those individuals assigned to grant funded positions. The salaries and benefits identified for grant-funded positions shall be removed from the 1000 account so as not to cause artificial increases within the 1000 account. Additionally, those individuals who have been hired either as paramedic interns, or probationary firefighters with preparations for future mass retirements shall not be utilized as a liability towards the eighty-five percent (85%) of the 1000 account liabilities.
- C) Realizing that the 1000 account identifies wages and benefits for all employees at the Sacramento Metropolitan Fire District not just those represented by the Local 522, the authorized approved staffing document will provide the "base" of the eighty-five percent (85%) liability towards renewable revenues. The District and the Union agree to meet and confer prior to addressing the Board of Directors for the approval to expand the approved staffing document.
- D) In the event that the District decides to pre-pay the retirement cost, this shall be taken into consideration as it may affect the 1000 account. The District and the Union agree to meet and confer with good faith intentions to come to a resolution should this action affect the 1000 account where renewable revenues exceed eighty-five percent (85%).
- E) As identified in paragraph "D", the District is making an earnest attempt to establish an "OPEB" (Other Post Employee Benefits), account. Local 522 fully supports the establishment of such an account. There will be no dictation of an annual numerical figure attached to this agreement, only that Local 522 encourages and supports the District with their attempts to establish an OPEB account.

The District agrees to meet and confer with Local 522 representatives (annually), to agree upon the nominal amount towards the annual contribution to the OPEB account.

ARTICLE 50: LONGEVITY PAY

- A. Longevity pay incentive for the following classifications 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. Upon twenty (20) years of continuous service there shall be another two percent (2%) of base salary incentive applied. Upon twenty-five (25) years of continuous service there shall be another two percent (2%) of base salary applied. The entire longevity pay incentive shall not exceed a maximum of eight percent (8%) of base salary for those eligible.

CLASSIFICATIONS:

Firefighter
Fire Engineer
Fire Captain
Apprentice Fire Inspector
Fire Inspector II
Supervising Fire Inspector
Fire Investigator I
Fire Investigator II
Supervising Fire Investigator

SIGNATURE PAGE

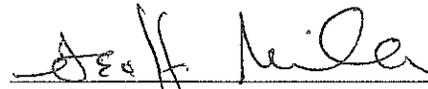
IN WITNESS WHEREOF, the representatives of each party to this Memorandum of Understanding have affixed their signatures to this document on the dates set forth below.

SACRAMENTO METROPOLITAN FIRE DISTRICT

1/6/09
Date

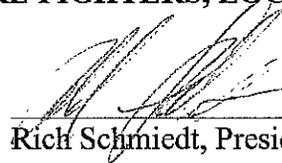

Don Mette, Fire Chief

1/6/09
Date

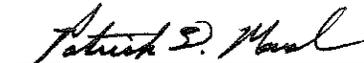

Geoff Miller, Deputy Chief

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

1/6/09
Date


Rich Schmiedt, President, Local 522

01/06/2009
Date


Patrick Monahan, Vice President, Local 522

Date

Pat Cook, Director, Local 522