

**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, 2019 through December 31, 2021**

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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.

## **ARTICLE 2: UNION SECURITY**

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

**ARTICLE 3: JOINT LABOR-MANAGEMENT COMMITTEE**

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

**ARTICLE 4: UNION BUSINESS LEAVE**

- A. Subject to approval by the Fire Chief or his designees, the Union representative and/or designee shall be granted reasonable paid release time to conduct Union business directly related to the District's employer/employee relations.
- B. During a scheduled meet and confer session, a reasonable number of members of the employee's negotiating committee may be granted release time from a regularly 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 calendar year for Union Leave for the purpose identified in item D of this Section.
- F. The District shall provide an opportunity for the current Sacramento Metropolitan Fire District Union Vice President to work in a Day assignment. Should the Union waive this option, the District shall provide a total of 2000 hours per calendar year for Union Leave for the purpose identified in item D of this Section.
- G. Unused hours will roll over into the next calendar year. The maximum accrual will be a cap of 5000 hours.
- H. The union may request purchase of additional hours at the appropriate rate of compensation for an employee of like rank. Additionally employees may donate Vacation leave to the union leave account. Donated hours will reside in an independent account and shall not roll-over from year to year.
- I. The Local 522 Vice President will approve the use of Union Business Leave.

**ARTICLE 5: [RESERVED]**

## **ARTICLE 6: DISTRICT RIGHTS**

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

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

**ARTICLE 7: POLICIES AND PROCEDURES**

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

**ARTICLE 8: SEPARABILITY AND ECONOMIC REOPENING**

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

**ARTICLE 9: TERMS OF AGREEMENT AND MODIFICATIONS**

A. The terms and conditions of this Memorandum of Understanding are effective on January 1, 2019 and shall remain in full force and effect through December 31, 2021.

or

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

or

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

or

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

or

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

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

C. Re-openers

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

## **CHAPTER II COMPENSATION**

### **ARTICLE 10: WAGES**

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

Firefighter  
Fire Engineer  
Fire Captain

Fire Inspector I  
Fire Inspector II  
Supervising Inspector

Deputy Fire Marshal

Fire Investigator I  
Fire Investigator II  
Supervising Investigator

Public Education Technician  
Community Relations Specialist  
Community Relations Coordinator  
Geographic Information Specialist I and II

Shop Assistant  
Parts Buyer  
Fire Mechanic  
Master Mechanic

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

#### **Me-Too Clause**

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 classification(s) with the District and/or any benefit improvements received by any other classification(s) with the District that are greater than the increase received by Local 522 represented employees in any calendar year. For example, if Local 522 members receive a 2% increase to base salary in a calendar year, and a classification of employees not represented by Local 522 receives a base salary increase equal to 3% of that classification's total compensation in the same year, employees represented by Local 522 will receive an additional 1% base salary increase to make up the difference.

This Me-Too Clause shall not apply to any compensation increase based upon reclassification or the compensation package for any Fire Chief hired from outside of the District, for the term of his/her employment with the District.

This Me-Too Clause shall not apply to any compensation changes made for part time employees during the term of this Agreement. This Me-Too Clause will sunset effective December 31, 2021 and will not be included in the subsequent successor MOU.

**Base Wage Adjustments – January 1, 2019 through December 31, 2021:**

Effective the first full pay period following the Board of Directors’ adoption of the successor MOU, Local 522 members will receive a 4.3% base wage increase.

The monthly wage scale below includes this base wage increase.

Effective January 1, 2021, Local 522 members will receive a base wage increase between 1.0% and 3.0% if the percentage change in net taxable value of property in the District based on the Sacramento County Assessor FY 2020/21 Combined Tax Rolls compared to the FY 2019/20 Combined Tax Rolls exceeds 3%. The amount of the January 1, 2021 base wage increase will be governed by the following chart:

FY 2020/21 Net Taxable Value Increase	2021 Base Wage Increase
3.0% or less	0%
3.1% to 4.0%	1.0%
4.1% to 5.0%	2.0%
5.1% or more	3.0%

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

**Effective the first full pay period following adoption of the MOU**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Firefighter	5,793.52	6,079.61	6,379.61	6,694.76	7,026.18	7,373.88	7,739.04
Fire Engineer	7,052.94	7,401.81	7,768.11	8,153.03	8,556.56		
Fire Captain	7,893.71	8,284.43	8,694.92	9,125.19	9,577.57		
Fire Inspector I	5,233.00	5,490.01	5,760.97	6,044.71	6,342.41		
Fire Inspector II	7,056.42	7,405.30	7,771.60	8,156.51	8,560.04		
Supervising Inspector	7,897.19	8,287.91	8,698.42	9,128.69	9,581.06		
Deputy Fire Marshal	9,394.99	9,860.15	10,348.57	10,861.40	11,399.82		
Fire Investigator I	5,229.51	5,486.52	5,757.47	6,041.20	6,338.92		

Fire Investigator II	7,052.94	7,401.81	7,768.11	8,153.03	8,556.56		
Supervising Investigator	7,893.71	8,284.43	8,694.92	9,125.19	9,577.57		
Public Education Technician	4,649.25	4,877.16	5,116.72	5,369.06	5,633.04		
Community Relations Specialist	5,103.92	5,355.11	5,619.08	5,895.84	6,186.58		
Community Relations Coordinator	5,577.22	5,851.66	6,140.07	6,443.57	6,762.20		
Geographic Information Specialist I & II	5,176.03	5,430.69	5,698.16	5,978.41	6,273.79		
Shop Assistant	3,593.33	3,768.92	3,953.84	4,148.02	4,351.54		
Parts Buyer	5,188.81	5,444.65	5,713.28	5,994.71	6,290.08		
Fire Mechanic	6,438.91	6,756.39	7,090.13	7,440.18	7,807.65		
Master Mechanic	7,162.25	7,515.76	7,887.89	8,278.60	8,687.95		

- B. Step progressions will be annually.
- C. Upon promotion, personnel shall receive a minimum of five percent (5%) salary increase, inclusive of all incentive pay. If employee is promoted within sixty (60) days prior to the employee's anniversary date, the employee will be advanced to the next step, if appropriate, within current salary range, then be promoted to the next rank. All step progressions for promotional positions will be annually from date of promotion.
- D. Promotion from one job classification to another shall be contingent upon the existence of a vacancy, satisfactory demonstration of qualifications in a manner to be specified by the District and appointment by the Fire Chief. Persons promoted to a higher paying job classification shall start at the salary step of the new salary range which provides a minimum of five percent (5%) more than their previous base pay.

## ARTICLE 11: INCENTIVES AND ALLOWANCES

### A. Education Incentives

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

1. United States Department of Education

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

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

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

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

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

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

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

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

## B. Allowances

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

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

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

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

## **ARTICLE 12: HAZ-MAT PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 13: DISTRICT OVERTIME**

- A. For the purposes of calculating District overtime, all hours worked in excess of the employee's regularly scheduled hours (e.g. hours in excess of 192 hours in a 24 day work cycle for fire suppression / shift personnel) shall be compensated at the rate of one and one-half (1.5) times the employee's normal rate of pay.
- B. Effective each employee's first full FLSA work period beginning on or after September 1, 2019, all paid leave will be considered "hours worked" for purposes of determining overtime owed under this Agreement.
- C. Employees shall be paid at a two (2) hour minimum, for each call back, excluding holdover, received during non-duty hours.  
  
"Holdover" is anything under two (2) hours, when the off-going person for the needed rank in the station remains to fill the vacancy until properly replaced or excused by a chief officer, and is compensated to the nearest quarter hour.
- D. Where the employee is held two (2) hours or more, it shall constitute a mandatory.
- E. For the purpose of calculating FLSA overtime, as distinguished from District overtime defined in subpart A above, the District has adopted an extended work period as authorized under section 207(k) of the FLSA. Specifically, the District declares a 24 day work period, with an FLSA overtime threshold of 182 hours in the 24 day work period for fire suppression / shift personnel, beginning at 8am on the first day of the work period. District employees who work in excess of 182 hours in the 24 day work period shall receive FLSA overtime in the amount of one half time their regular rate of pay, for hours 183 through 192 in their regular duty cycle. Sick leave usage shall not reduce an employee's entitlement to this additional compensation (for hours 183-192), and these payments shall be reported to PERS as compensation earnable.
- F. Day employees shall not be permitted to have accrued more than one hundred seventy-one (171) hours of CTO at any one time.

**ARTICLE 14: EMT CERTIFICATION AND RECERTIFICATION FOR SUPPRESSION PERSONNEL**

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

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

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

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

## **ARTICLE 15: UNIFORM ALLOWANCE**

Employees who are required to wear a uniform:

- A. **Personal Protective Clothing:**  
As defined in California Code of Regulations, Title 8, Sub-Chapter 7, General Industrial Safety Orders, shall be provided at no cost to the employee.
  
- B. **Shoulder Patches:**  
The District shall issue five (5) shoulder patches upon initial employment of uniformed employees, and exchange unserviceable patches as needed. Additional patches may be purchased.

**CHAPTER III  
BENEFIT PLANS**

**ARTICLE 16: HEALTH PLANS**

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

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

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

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

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

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

D. Retirement Medical

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

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

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

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

**ARTICLE 17: DENTAL/VISION PLANS**

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

## **ARTICLE 18: RETIREMENT PLANS**

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

### **A. Primary Plan**

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

Employees shall make PERS member contributions, as follows:

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

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

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

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

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

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

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

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

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

- D. Benefit Levels:
  - 1. Classic Safety members shall be three percent (3%) at age fifty (50) and
  - 2. Classic Miscellaneous members shall be three percent (3%) at age sixty (60).
  - 3. Safety Employees who qualify as new members under PEPRA shall be 2.7% at age 57.
  - 4. Miscellaneous Employees who qualify as new members under PEPRA shall be 2.0% at age 62.
  
- E. The District shall in accordance with Internal Revenue Code Section 414 (h) (2) pass the necessary Resolution(s), which allow for employee retirement contributions (both member contributions and cost-sharing) to be paid on a tax deferred basis.
  
- F. The District will provide 1959 Survivor's Benefit at Level 4, with the employees paying the two dollars (\$2.00) employee contribution.

## **ARTICLE 19: SICK LEAVE**

### **Definition**

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

### **A. Accumulation and Use**

1. Full-time employees shall accumulate and may use sick leave at the following rates:
  - a. For calendar year 2019, shift personnel shall accumulate sick leave at the rate of 132 hours per calendar year (11 hours per month) until the end of their third year of employment. Thereafter, shift personnel shall accumulate sick leave at the rate of 264 hours per calendar year (22 hours per month).

Starting January 1, 2020, shift personnel shall accumulate sick leave at the rate of 288 hours per calendar year (24 hours per month).

- b. For calendar year 2019, day personnel shall accumulate sick leave at the rate of 7.88 hours per month until the end of their third year of employment. Thereafter, day personnel shall accumulate sick leave at a rate of 189 hours per calendar year (15.75 hours per month).

Starting January 1, 2020, day personnel shall accumulate sick leave at the rate of 206.64 hours per calendar year (17.22 hours per month).

2. Sick leave shall be accrued and recorded at the end of each month. Sick leave shall be accrued on an unlimited basis.
3. In the event that an employee exhausts his/her sick leave accrual, other leave banks will be exhausted in the following order: 1. Vacation accrual, 2. CTO accrual, 3. Catastrophic leave pursuant to District policy, 4. Unpaid leave status.

### **B. Reporting**

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

### **C. Medical Certification**

1. Any absence due to non-work related illness/injury in excess of 72 consecutive hours for suppression personnel, and 40 consecutive hours for day personnel shall require a statement from a physician or nurse practitioner that the employee is fit to return to duty.

2. Any absence due to care for a family member illness/injury in excess of 72 consecutive hours for suppression personnel, and 40 consecutive hours for day personnel shall require a statement from the family member's physician, nurse practitioner, or mental health professional.
3. Failure to provide the required medical documentation to the District following the absence and prior to return to duty shall result in the disallowance of that employee's return to duty until he/she produces the required certification, and may result in disciplinary action. Additionally, any, and all time that the employee is off duty as a result of failure to produce the required medical certificate in the time frame prescribed herein shall be deducted from the employees vacation accrual.

D. Annual Sick Leave Buy-Back

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

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

**ARTICLE 20: LONG TERM DISABILITY PLAN**

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

## **ARTICLE 21: WORK-RELATED DISABILITY BENEFITS**

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

### **A. Eligibility**

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

### **B. Benefits**

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

### **C. Exhaustion of Other Paid Leaves**

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

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

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

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

**ARTICLE 22: LIFE INSURANCE**

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

**ARTICLE 23: EMPLOYEE ASSISTANCE PROGRAM**

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

**CHAPTER IV  
LEAVES AND HOLIDAYS**

**ARTICLE 24: VACATION AND PTO LEAVES**

A. Vacation Leave

1. Definition

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

2. Vacation Bidding

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

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

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

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

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

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

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

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

- e. Employee Vacation Cancellation: Employees may not cancel vacation that they selected during the first round of the bidding process. For other vacation, an employee may cancel a vacation request if the vacancy created from Vacation Leave has not been filled. Cancellation of Vacation Leave must be submitted per policy.

- f. Mandatory Call-Back: Employees on vacation leave full (VLF) shall not be subject to mandatory callback for any regularly scheduled days off before or after their scheduled VLF time.

- g. Holidays: No suppression employee at any rank in this unit shall be allowed to bid or manually take vacation leave on Independence Day, Thanksgiving, Christmas Eve or Christmas Day.

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

- h. Partial Shift Vacation

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

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

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

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

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

3. **Vacation Accrual**

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

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

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

4. Vacation Sell-Back

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

B. PTO Leave

1. Definition

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

2. PTO Bidding

a. Bidding Schedule

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

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

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

b. Individual Bidding Opportunities: After the PTO list is posted, further days may be selected on a first come basis without regard to rank or seniority.

c. District PTO Cancellation: Under extreme circumstances the District reserves the right to cancel all leaves due to emergency conditions.

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

3. PTO Accrual

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

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

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

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

B. PTO Sell Back

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

**ARTICLE 25: [RESERVED]**

## ARTICLE 26: PERSONAL LEAVE

### A. Bereavement Leave

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

employee's holiday.

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

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

- A. Conversion from 24 Hour Shift to Day Shift  
In order to provide equivalent period of time off regardless of shift schedule, accrued Vacation for employees who are re-assigned from a twenty-four (24) hour shift to a Day Shift schedule will be reduced (i.e., divided) by a factor of 1.4 which is the fraction between a fifty-six (56) hour week and a forty (40) hour week. Conversion will apply to shift personnel who are assigned to Day Shift for thirty (30) days or more.
  
- B. Conversion from Day Shift to 24 Hour Shift  
In order to provide equivalent periods of time off regardless of shift schedule, accrued Vacation for employees who are re-assigned from a Day Shift assignment to a twenty-four (24) hour shift schedule will be increased (i.e., multiplied) by a factor of 1.4, which is the ratio between a fifty-six (56) hour week and a forty (40) hour week.
  
- C. Reporting Time-Off Benefits  
The District shall keep accurate records of the accrual and approved use of time-off. Employees may review their accrual and use records with one to two business days' notice to the District.

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

**ARTICLE 30: DUTY HOURS AND SCHEDULE**

A. Fire Suppression Personnel Work Schedule:

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

XXOOOO

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

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

B. Day Shift Personnel Work Schedule:

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

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

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

## ARTICLE 31: FILLING NECESSARY SHIFT VACANCIES

### A. General Line Staffing

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

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

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

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

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

### B. Captain Staffing

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

### C. Engineer Staffing

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

### D. Firefighter Staffing

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

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

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

E. Fire Inspector Staffing

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

1. Mandatory Callback Conditions:

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

F. Community Relations Specialist Staffing

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

1. Mandatory Callback Conditions:

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

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

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

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

#### H. Filling Shift Vacancies

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

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

#### I. Filling Partial Shift Vacancies Caused by District Business

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

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

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

J. Overtime Opt-Out

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

K. Additional Staffing Policies/Procedures

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

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

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

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

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

O. Economic Impact

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

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

## **ARTICLE 32: REQUESTS FOR TRANSFER AND STATION BIDDING**

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

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

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

E. Fire Investigator – 24-hour Shift

1. Incentives and Allowances

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

2. Overtime Pay

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

3. Duty Hours and Schedule

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

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

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

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

4. Filling Necessary Shift Vacancies

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

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

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

5. Request for Transfer

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

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

- f. Once each year an employee may change area/assignments. Said employee shall submit a written request through the chain-of-command to the Chief having oversight of the Division or their designee requesting an area/assignment change, and place their assignment open for bid for all employees of like rank to bid on. Said opening shall be posted via e-mail to all of like rank for thirty (30) days. After said thirty (30) days, the employee of the same rank with the highest seniority shall be reassigned as soon as practicable.

6. Shift Trades

- a. Qualified shift Investigators shall be allowed to trade unlimited hours per month that are mutually arranged and agreed to between the trading shift employees, which does not obligate the District to additional cost liability (any exception must be authorized by the Chief having oversight of the Division).
- b. The definition of a qualified Investigator is a full-time District employee who is currently recognized as a District peace officer, and has met all of the requirements for the position of Investigator II and/or Supervising Investigator.

### **ARTICLE 33: SHIFT TRADES**

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

g) In the event that an employee fails to meet their commitment to shift swap due to bereavement leave, the employee will be excused and will be allowed to fulfill the swap obligation to the District at a predetermined time in the future. The Swap no Show and Swap Make Up codes and process are utilized.

h) In the event of a Worker's Compensation injury outside of forty-eight (48) hours of the shift to be worked, disability, retirement, termination, or death, the employee is obligated to cover their own scheduled shift of the shift trade, or the employee's sick leave account shall be charged by the rate of time and one-half for the amount of time obligated in the trade. The Swap no Show and Swap Make Up codes and process are utilized.

3. The Captain, or Out-of-Class Captain, shall be responsible for meeting all District requirements pertaining to staffing, adequate staffing for specialized equipment, trained personnel familiar with response areas.
  4. Employees trading with Captain and Engineer classifications must be on the current respective promotional lists. If on the date of swap repay no Captain or Engineer spots are available, the employee will be utilized wherever necessary.
- D. If an employee has two (2) Swap No Shows, the employee's swap opportunity shall be revoked for a period of six (6) months starting from the date of the second Swap No Show.
- E. Employees who are working a shift swap shall not be moved from their shift swap assignment/position, unless there is a business need (i.e., paramedic need, upgrade need to an Engineer/Captain/Battalion Chief).
1. The intent of this language is applicable to all employees who swap with another employee of "like" skills. If the shift swap is made with another individual who may not possess "like" skills (i.e. paramedic, haz-mat etc.) then the SON individual may be moved to accommodate District needs.

**CHAPTER VI**  
**PROBATION, PROMOTION, DISCIPLINE GRIEVANCES**

**ARTICLE 34:        PROBATIONARY PERIODS**

A.     Length of New Hire Probationary Period

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

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

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

B.     Length of Promotional Probationary Period

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

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

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

C.     Disposition of Probationer

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

## **ARTICLE 35: PROMOTIONS**

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

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

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

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

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

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

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

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

E. Longevity Points

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

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

10 years of service = 1.5 percentage points

15 years of service = 1.5 percentage points

20 years of service = 2.0 percentage points

## ARTICLE 36: DISCIPLINARY ACTIONS

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

15. Other failure of good behavior during or outside of duty hours which is of such a nature that it causes discredit to the District or his/her employment.
16. Physical altercations
17. Theft
18. Willful misrepresentation of the District.
19. Refusal or inability to perform assigned duties within the scope of the classification assignment which results in performance lower than that which is typically required of a similar employee in a similar position.
20. Any act or conduct that is discriminatory toward another person's race, color, national origin, sex (including sexual harassment, marital status, or pregnancy condition), religious beliefs.

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

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

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

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

Disciplinary Actions:

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

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

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

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

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

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

All other Disciplinary Actions  
After 4 years

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

I. Disciplinary Appeals:

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

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

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

## **ARTICLE 37: GRIEVANCE PROCEDURE**

### **A. Definitions:**

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

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

### **B. Time Limits:**

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

### **C. Presentation:**

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

### **D. Procedure:**

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

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

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

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

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

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

**APPENDIX A.**

**GRIEVANCE FORM**

SACRAMENTO METROPOLITAN FIRE DISTRICT

**GRIEVANCE FORM  
STEP 2**

TO: Human Resources Manager

FROM:

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


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


3. Remedy or correction requested of the District:


\_\_\_\_\_  
Print Employee Name

\_\_\_\_\_  
Employee Number

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**CHAPTER VII  
MISCELLANEOUS PROVISIONS**

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

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

**ARTICLE 39: DRIVER'S EXAMINATION**

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

## **ARTICLE 40: SAFETY**

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

## **ARTICLE 41: SENIORITY**

- A. The District shall establish a seniority list of regular status employees, which shall be updated as needed by the District. The seniority list is available on the District's P Drive.
- B. District seniority shall be based on total unbroken service in the District, as a full-time regular employee. The actual date of hire shall be used for this determination. For the suppression rank refer to Section G. below.

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

- C. In the event two or more persons are hired on the same calendar date, seniority in the District shall be determined in accordance with their respective standing on the entry level hiring list. The employee attaining the highest numerical standing shall be the more senior.
- D. Rank classification seniority will be determined by the effective date of promotion to a rank or position. In cases where more than one employee has been promoted to a rank or position with the same effective date, the employee's seniority in that rank will be determined by his/her position on the promotion list with the employees highest on the list having seniority.
- E. In all cases, employees with the earliest date of employment shall have department seniority over employee with later dates of employment, and in all cases of employees promoted to a rank or position, the employees with the earliest dates of promotion shall have seniority over employees with later dates of promotion to the rank or positions.
- F. Employees of the same rank and/or hire date, for the purpose of blending any existing seniority lists between the districts that comprise the Sacramento Metropolitan Fire District, shall determine seniority by drawing of lots.
- G. For the suppression rank of full-time Firefighter, the start date of the Fire Academy that they successfully completed will be utilized for the purposes of, but not limited to, station bid, vacation bid, and all accruals. However, upon promotion, apparatus/station selection will be based on seniority in rank. Their respective standing in the Fire Academy shall be used as a basis of their seniority ranking.

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

## **ARTICLE 42: REDUCTIONS IN FORCE AND RECALLS**

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

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

**ARTICLE 43: HOUSE FUND**

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

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

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

For example:

1<sup>st</sup> Year:       \$25.00 + \$1.00 = \$26.00  
2<sup>nd</sup> Year:       \$26.00 + \$1.00 = \$27.00

**ARTICLE 44: MILEAGE REIMBURSEMENT**

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

**ARTICLE 45: UNION BULLETIN BOARD**

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

**ARTICLE 46: DEFERRED COMPENSATION**

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

**ARTICLE 47: PERSONAL PROPERTY**

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

**ARTICLE 48: PHYSICAL FITNESS**

Voluntary Physical Fitness Program

A. Suppression Employees

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

B. Day Employees

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

**ARTICLE 49: PARITY SURVEY**

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

**ARTICLE 50: LONGEVITY PAY**

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

**SIGNATURE PAGE**

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

**SACRAMENTO METROPOLITAN  
FIRE DISTRICT**

9/4/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Todd Harms, Fire Chief

9-6-19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Greg Casentini, Deputy Chief

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

9/5/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ty Bailey, President, Local 522

9/4/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Trevor Jamison, Vice President, Local 522