

MEMORANDUM OF UNDERSTANDING

FOR THE

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

TERM OF AGREEMENT

JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

TABLE OF CONTENTS

CHAPTER I ADMINISTRATION MATTERS	1
ARTICLE 1 PREAMBLE AND RECOGNITION	1
ARTICLE 2 UNION SECURITY	2
ARTICLE 3 UNION BUSINESS LEAVE	3
ARTICLE 4 [RESERVED].....	4
ARTICLE 5 DISTRICT RIGHTS.....	5
ARTICLE 6 POLICIES AND PROCEDURES	6
ARTICLE 7 SEPARABILITY AND ECONOMIC REOPENING.....	7
ARTICLE 8 TERMS OF AGREEMENT AND MODIFICATIONS.....	8
CHAPTER II COMPENSATION	9
ARTICLE 9 WAGES	9
ARTICLE 10 INCENTIVE AND ALLOWANCES	11
ARTICLE 11 DISTRICT OVER-TIME PAY/CTO/CALL BACK.....	13
CHAPTER III BENEFITS PLANS.....	14
ARTICLE 12 HEALTH PLANS.....	14
ARTICLE 13 DENTAL / VISION PLANS.....	16
ARTICLE 14 RETIREMENT PLANS.....	17
ARTICLE 15 LONG-TERM DISABILITY PLAN.....	19
ARTICLE 16 WORK-RELATED DISABILITY BENEFITS	20
ARTICLE 17 LIFE INSURANCE	21
ARTICLE 18 EMPLOYEE ASSISTANCE PROGRAM.....	22
CHAPTER IV LEAVES AND HOLIDAYS	23
ARTICLE 19 PAID TIME OFF.....	23
ARTICLE 20 PERSONAL LEAVE.....	26
ARTICLE 21 JURY DUTY	28
ARTICLE 22 RECOGNIZED HOLIDAYS.....	29
CHAPTER V HOURS AND SCHEDULES	30
ARTICLE 23 DUTY HOURS AND SCHEDULE	30
CHAPTER VI PROBATION, PROMOTION, DISCIPLINE, GRIEVANCES AND PERSONNEL RECORDS	31
ARTICLE 24 PROBATION PERIODS	31
ARTICLE 25 PROMOTIONS	33
ARTICLE 26 INTER-DEPARTMENT TRANSFERS	34
ARTICLE 27 DISCIPLINARY ACTIONS.....	35
ARTICLE 28 GRIEVANCE PROCEDURE.....	38
CHAPTER VII MISCELLANEOUS PROVISIONS	40
ARTICLE 29 PERSONNEL RECORDS.....	40
ARTICLE 30 EXPOSURE TO CONTAGIOUS DISEASE IN THE COURSE AND SCOPE OF EMPLOYMENT	42
ARTICLE 31 SAFETY.....	43
ARTICLE 32 SENIORITY	44
ARTICLE 33 REDUCTIONS IN FORCE AND RECALLS	45
ARTICLE 34 HOUSE FUND.....	47

ARTICLE 35 MILEAGE REIMBURSEMENT 48
ARTICLE 36 UNION BULLETIN BOARD 49
ARTICLE 37 DEFERRED COMPENSATION 50
ARTICLE 38 PHYSICAL FITNESS 51
ARTICLE 39 PARITY SURVEY 52
ARTICLE 40 LONGEVITY PAY 53
SIGNATURE PAGE 54
APPENDIX A 55

CHAPTER I

ADMINISTRATION MATTERS

ARTICLE 1 PREAMBLE AND RECOGNITION

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

ARTICLE 2 UNION SECURITY

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

ARTICLE 3 UNION BUSINESS LEAVE

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

ARTICLE 4 [RESERVED]

ARTICLE 5 DISTRICT RIGHTS

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

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

ARTICLE 6 POLICIES AND PROCEDURES

- A. The District Policies and Procedures concerning wages, working hours, terms of employment and/or working conditions shall become part of this Agreement. When any changes are proposed by the District or the Union to any of these policies, provide those changes affect wages, hours, or conditions of employment, the Union and the District shall meet and confer on those changes.

- B. Access to electronic copies of the Policies and Procedures shall be available to each employee, at his/or regular work site. Additionally, a copy will be provided to the Local.

ARTICLE 7 SEPARABILITY AND ECONOMIC REOPENING

- A. If any article of provision of this Agreement or any portion thereof or the application of such to any person or circumstance is inconsistent with applicable law or is otherwise held to be invalid by a court of a competent jurisdiction, the remainder of this Agreement or the application of such portion to persons or circumstances other than those as to which it is held invalid shall not be affected.

- B. If at any time, during the term of this MOU, by reason of government or court action, or other legitimate reason beyond the control of the District, the District's general fund reserve is depleted to 9.0% or less of the total amount budgeted for general fund (also referred to as Fund 212A) expenditures and transfers out in the budget (Preliminary, Final, or Mid Year) of the Current Fiscal Year in effect at the time the District reserves the right to reopen the MOU and to meet and confer on economic terms of this Understanding. Should the parties be unable to agree within one hundred and eighty (180) days from the date of their first meeting on the subject, the parties will enact the District's Employer-Employee Relations Resolution.

ARTICLE 8 TERMS OF AGREEMENT AND MODIFICATIONS

A. The terms and conditions of this MOU are effective on January 1, 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 the duration. If such negotiations do not result in an agreement, this issue will remain unchanged.

C. Re-openers

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

CHAPTER II

COMPENSATION

ARTICLE 9 WAGES

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

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

The monthly wage scale below includes this base wage increase.

Effective January 1, 2021, bargaining unit employees 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%

B. Step progressions will be annually.

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

D. The term "base monthly compensation" (or the hour equivalent), as used throughout this agreement, shall include the employee's salary schedule placement (Art. 9) and inclusive of applicable incentives (Art. 10), and applicable longevity pay (Art. 40). It shall also include, where appropriate, out-of-class pay (Art. 9, paragraph E). It shall not include any other dollars – specifically including, but not limited to PERS conversion in Article 14, Section A, paragraph 4.

E. Out of class

1. Whenever a unit member is assigned a position in a higher classification, such member shall receive wages at the Step I level at the higher classification or five percent (5%) above his/her current base monthly compensation whichever is greater beginning with the first day of such an appointment.

SALARY SCHEDULE

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

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Accounting Technician	4,178.28	4,384.09	4,600.39	4,827.15	5,065.55
EMS Systems Technician	4,178.28	4,384.09	4,600.39	4,827.15	5,065.55
Facilities Assistant	4,884.13	5,124.85	5,378.37	5,644.67	5,923.76
Facilities Technician	6,377.29	6,693.61	7,025.02	7,373.88	7,740.20
Logistics Technician	4,379.44	4,595.74	4,822.50	5,060.89	5,310.90
Office Technician	3,667.75	3,848.01	4,037.55	4,236.42	4,445.75
Video Technician	4,628.31	4,857.39	5,096.96	5,349.30	5,613.27
Safety Specialist	4,705.06	4,937.64	5,181.84	5,437.68	5,706.31
Plan Intake Specialist	4,705.06	4,937.64	5,181.84	5,437.68	5,706.31

ARTICLE 10 INCENTIVE AND ALLOWANCES

A. Additional Incentives

1. Professional Growth/Continuing Education
The District will pay One Hundred Fifty Dollars (\$150) per month to all support personnel who earn two (2) college credits/units per year. This incentive shall be paid for college credits/units that are earned in subjects applying to their job, which have approval of the Human Resources Officer or in courses required to receive an AA/BA in Fire Science/Fire Technology. Credits in excess of the yearly requirement are to be carried over into future years and credited to future accounts.
2. Uniform Allowance
Uniform allowance was rolled into base pay effective 01/01/2014.

B. Advanced Education

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

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

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

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

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

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

A. Overtime Pay

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

B. Compensatory Time Off ("CTO")

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

C. Call Back

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

CHAPTER III

BENEFITS PLANS

ARTICLE 12 HEALTH PLANS

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

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

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

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

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

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

D. Retirement Medical

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

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

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

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

ARTICLE 13 DENTAL / VISION PLANS

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

ARTICLE 14 RETIREMENT PLANS

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

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

2. Employees shall make PERS member contributions, as follows:

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

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

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

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

1. The total compensation to be made is the accrued sick leave in the employee's account at the base hourly rate, which includes step placement and all educational incentives.

2. All remaining accumulated sick leave in the employee's account will, upon retirement, be applied for retirement credit under the provision of 20965 of the PERS which reads as follow:

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

D. Benefit Levels

1. Classic Miscellaneous members' shall be three percent (3%) at age sixty (60).

2. Employees who qualify as "new members" under PEPRA, shall be two percent (2%) at age 62.

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

ARTICLE 15 LONG-TERM DISABILITY PLAN

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

ARTICLE 16 WORK-RELATED DISABILITY BENEFITS

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

A. ELIGIBILITY

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

B. BENEFITS

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

C. EXHAUSTION OF OTHER PAID LEAVES

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

D. NOTICE TO DISTRICT

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

ARTICLE 17 LIFE INSURANCE

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

- B. The District agrees to pay the premium cost to provide a one hundred thousand dollar (\$100,000.00) life insurance benefit policy for each full-time employee at the conclusion of one (1) year of continuous employment.

ARTICLE 18 EMPLOYEE ASSISTANCE PROGRAM

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

CHAPTER IV

LEAVES AND HOLIDAYS

ARTICLE 19 PAID TIME OFF

A. DEFINITION

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

B. PTO ACCRUAL STEPS

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

C. ANNIVERSARY DATE

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

D. CREDIT DATES

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

E. PTO INCREMENTS

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

F. MAXIMUM ALLOWABLE ACCUMULATED PTO

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

G. PTO BIDDING

1. Bidding Schedule:

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

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

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

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

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

H. STAFFING

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

ARTICLE 20 PERSONAL LEAVE

A. EMERGENCY LEAVE

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

B. BEREAVEMENT LEAVE

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

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

C. MATERNITY LEAVE

See District policy.

D. SICK LEAVE

1. Accumulation and Use
 - a. For calendar year 2019, personnel shall accumulate sick leave at the rate of 7.88 hours per month until the third year of employment. Thereafter, 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).

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

2. Annual Sick Leave Buy-Back

- a. Subject to the following conditions, The District shall compensate any requesting employee for accrued sick leave:
 - i. First, no employee shall be eligible to receive compensation for accrued sick leave unless they have “banked” the required number of hours in their “A” bank. The “A” Bank must contain at least 567 hours for an employee, with measurement made as of each June 30 and notification to the employee no later than July 15.
 - ii. The employee, at his/her sole option, must notify the District not later than October 31, of their election to be compensated, including the number of hours the employee wishes to sell. The notice shall be on a form provided by the District. Failure to submit a form by the deadline constitutes waiver of the right to sell sick leave hours for the calendar year.
 - iii. An employee who has satisfied the requirements identified above may request to be compensated once per year, in aggregate up to fifty percent (50%) of the hours accrued in the previous year (July 1–June 30) at one hundred percent (100%) of the employee’s base monthly compensation rate on November 30.
 - iv. Any hours used in the previous year (July 1 - June 30) shall reduce the number of hours which the employee may relinquish.
 - v. Relinquishment shall be at the employee’s sole option.
 - vi. If an employee elects to sell any hours, all remaining hours from the years’ accrual are placed in the employee’s “B” Bank. Such hours may only be used either in the event of a catastrophic illness after exhaustion of the employee’s “A” Bank and/or for additional service credit at retirement.
 - vii. If an employee elects to sell no hours, all remaining hours shall be placed in the employee’s “A” Bank. Such hours may be used for normal sick leave.

ARTICLE 21 JURY DUTY

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

ARTICLE 22 RECOGNIZED HOLIDAYS

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

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

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

CHAPTER V

HOURS AND SCHEDULES

ARTICLE 23 DUTY HOURS AND SCHEDULE

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

CHAPTER VI

PROBATION, PROMOTION, DISCIPLINE, GRIEVANCES AND PERSONNEL RECORDS

ARTICLE 24 PROBATION PERIODS

A. LENGTH OF NEW HIRE PROBATIONARY PERIOD

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

B. LENGTH OF PROMOTIONAL PROBATIONARY PERIOD

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

C. DISPOSITION OF PROBATIONER

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

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

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

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

ARTICLE 25 PROMOTIONS

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

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

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

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

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

ARTICLE 26 INTER-DEPARTMENT TRANSFERS

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

ARTICLE 27 DISCIPLINARY ACTIONS

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

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

- F. In the event the employee who is the subject of the proposed disciplinary action presents evidence which results in the withdrawal of the Notice of Proposed Disciplinary Action, all reference to said notice shall be removed from the employee's personnel file.
- G. Recommendations for Disciplinary Action shall not be entered in the employee's personnel file except when attached to and made a part of a Counseling Memo or actual Disciplinary Action. Records contained in an individual employee's personnel file shall be removed in accordance with the following schedule:

Written Reprimands and Suspensions of one (1) shift:
After 2 years; not subject to arbitration.

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

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

All other Disciplinary Actions:
After 4 years

ARTICLE 28 GRIEVANCE PROCEDURE

A. DEFINITIONS:

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

B. TIME LIMITS:

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

C. PRESENTATION:

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

D. PROCEDURE:

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

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

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

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

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

CHAPTER VII

MISCELLANEOUS PROVISIONS

ARTICLE 29 PERSONNEL RECORDS

A. INSPECTIONS

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

B. RETENTION

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

C. REMOVAL

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

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

D. COMMENDATION

Whenever the District receives a complimentary letter, report, or other written communication concerning a particular employee, it shall send a copy thereof to the concerned employee and place the original in the personnel file of the employee.

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

- A. When an employee has been exposed to a suspected contagious disease or hazardous material during the course of scope of employment, the nature and circumstances of such exposure shall be promptly reported through the Chief officer, who after such medical investigation as he deems appropriate, shall advise whether the employee will be required to remain off-duty for an appropriate period of quarantine.

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

ARTICLE 31 SAFETY

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

ARTICLE 32 SENIORITY

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

ARTICLE 33 REDUCTIONS IN FORCE AND RECALLS

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

- B. In the event the Board of Directors, in its exclusive judgment ultimately decides that a reduction in force shall be implemented, the Board shall specify the number of positions to be authorized within each job classification. Any lay-off of personnel initiated will be made on the inverse order of seniority as provided in the Fire District Seniority List.

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

 - 2. Employees shall be laid off in inverse order of seniority by job classification, except than an employee in a higher paying job classification shall have the right to "bump" employees in lower paying job classifications in which the higher paid employee was previously employed. All employees being laid off who are eligible for leave benefits shall be compensated for those benefits at time of lay-off. Such compensation shall be paid the employee's current rate of pay.

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

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

 - 5. Employees to be laid off will commence with the highest job classification. Those employees will "bump" and be integrated into the appropriate lower paying job classification prior to any employee being laid off in the lower paying classification.

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

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

ARTICLE 34 HOUSE FUND

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

ARTICLE 35 MILEAGE REIMBURSEMENT

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

ARTICLE 36 UNION BULLETIN BOARD

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

ARTICLE 37 DEFERRED COMPENSATION

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

ARTICLE 38 PHYSICAL FITNESS

Voluntary Physical Fitness Program

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

ARTICLE 39 PARITY SURVEY

- A. It is the intent of the District and the Union to maintain compensation parity for all personnel represented by the Union. The District and the Union agree to the utilization of the designated “Metro” agencies. The “Metro” agencies identified are to be utilized for the purposes of establishing a “parity survey” based on the classification of Fire Captains at the top step. The compensational items utilized for comparison will be base monthly salary, longevity, EMT, paramedic, bilingual, uniform, education, holiday, and subtracting employee paid medical and pension contributions.

- B. The “parity survey” of the identified fire agencies will take place approximately six (6) months prior to the expiration of this MOU. The survey will identify a numerical list of the agencies within the total “Metro” parameters as set forth by the preceding criteria. Union Representatives and the Fire Chief, or his/her designee, agree to determine for comparative purposes only the percentage base salary adjustment that would match the total compensation for a SMFD Captain with a Fire Captain in the fifth highest ranked agency on the list.
 - 1. The survey of comparable agencies will capture any and all compensation adjustments, as defined above, that will take place in the following fiscal year. This is to ensure that the compensation adjustments will be commensurate to the same time frame as the compensation period.

- C. The Metro 14 Survey shall be conducted for comparative purposes only, and no salary adjustments shall be made pursuant to the survey except as a result of future MOU negotiations.

- D. The designated “Metro” Agencies

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

ARTICLE 40 LONGEVITY PAY

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

SIGNATURE PAGE

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

<u>9-4-19</u> Date	<u></u> Todd Harms, Fire Chief Sacramento Metropolitan Fire District
<u>9-6-19</u> Date	<u></u> Greg Casentini, Deputy Chief Sacramento Metropolitan Fire District
<u>9/5/19</u> Date	<u></u> Ty Bailey, President, Local 522
<u>9/4/19</u> Date	<u></u> Trevor Jamison, Vice President, Local 522

APPENDIX A

SACRAMENTO METROPOLITAN FIRE DISTRICT

GRIEVANCE FORM: STEP 2

TO:

FROM: (Employee Name)

Human Resources Manager

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

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

3. Remedy or correction requested of the District:

Print Employee Name

Employee Number

Employee Signature