

MEMORANDUM OF UNDERSTANDING

By and Between the

**SACRAMENTO METROPOLITAN FIRE
DISTRICT**

And the

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

January 1, 2019 through December 31, 2021

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CHAPTER 1. ADMINISTRATION

PREAMBLE

This Agreement, effective January 1, 2019, is entered into by and between Sacramento Metropolitan Fire District, hereinafter referred to as the "District," and the Battalion Chiefs Organization of the Sacramento Metropolitan Fire District, affiliated with the Sacramento Area Fire Fighters, Local 522, AFL/CIO, hereinafter referred to as the "Union." It is the purpose of this Agreement to achieve and maintain harmonious relations between the District and the Battalion Chiefs, to provide for equitable and peaceful adjustment of differences, which may arise, and to establish standards of wages, hours, and terms and conditions of employment.

ARTICLE 1 RECOGNITION

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

ARTICLE 2 UNION SECURITY

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

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

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

ARTICLE 3 UNION BUSINESS LEAVE

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

ARTICLE 4
NO STRIKE OR LOCKOUT

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

ARTICLE 5 DISTRICT RIGHTS

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

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

ARTICLE 6
JOINT LABOR-MANAGEMENT COMMITTEE

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

ARTICLE 7
POLICIES AND PROCEDURES

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

- B. There shall be an electronic copy of all Policies and Procedures available to District personnel for review.

- C. Any and all applicable side-letters shall become part of this Agreement.

ARTICLE 8 SEVERABILITY

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

- B. Should any law, decision rendered by a court of competent jurisdiction, or an administrative decision of the United States Department of Labor concerning the FLSA occur during the term of this Agreement that adversely affect the understanding or intent of the provisions agreed to by the parties, either party shall have the right to reopen the meet and confer process on such provision(s).

- C. This agreement terminates and renders inoperative all past practices, all verbal and written agreements between the parties existing or made prior to these negotiations except those attached hereto and those agreements which appear in the adopted Policies and Procedures Manual.

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

ARTICLE 9 TERM

- A. The terms and conditions of this Memorandum of Understanding are effective on January 1, 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 approve any plan which calls for consolidation, reorganization, or merger with one or more other fire districts, in which case any Article of this agreement is subject to the meet and confer process upon written notice to the Union or from the District.

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

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

**ARTICLE 10
[RESERVED]**

**ARTICLE 11
[RESERVED]**

**CHAPTER 2.
COMPENSATION**

**ARTICLE 12
WAGES**

Section 1. Wage Schedule

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

| STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|----------|-----------|-----------|-----------|-----------|
| 9,591.53 | 10,067.14 | 10,566.02 | 11,090.49 | 11,640.54 |

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

Section 2. Wage Adjustments

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

- B. Base Wage Adjustments January 1, 2019, through December 31, 2021:

Effective the first full pay period following the Board of Directors' adoption of the successor MOU, bargaining unit members will receive a 4.3% base wage increase. The monthly wage scale above includes this base wage increase.

Effective January 1, 2021, bargaining unit 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% |

Section 3. 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.

ARTICLE 13 INCENTIVES

Section 1. Additional Salary for Educational Accomplishments

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

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

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

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

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

pay.

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

Section 2. Day Incentive

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

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

Section 3. Specialty Incentives

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

Section 4. Out-of-Class Assignment

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

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

ARTICLE 14

CALLBACK, DISTRICT OVERTIME, AND OFF-DUTY RESPONSE

Section 1. Overtime

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

Section 2. Callback

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

B. Filling temporary shift Battalion Chief vacancies

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

Section 3. Off-Duty Response

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

Section 4. Work Increments and Payment

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

C. OES Assignments:

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

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

Section 5. Work Schedule Modification

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

ARTICLE 15 UNIFORM ALLOWANCE

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

Section 1. Shoulder Patches

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

CHAPTER 3. BENEFIT PLANS

ARTICLE 16 HEALTH BENEFITS

Section 1. Dental Plans

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

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

Section 2. Vision Care Plan

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

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

Section 3. Medical

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

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

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

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

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

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

Section 4. Transition Coverage

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

Section 5. Flexible Spending Accounts

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

Section 6. Retirement Medical

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

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

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

Section 7. Health Plan Savings

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

ARTICLE 17 PUBLIC EMPLOYEE'S RETIREMENT

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

Section 1. Primary Plan -- PERS

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

Employees shall make PERS member contributions, as follows.

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

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

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

Section 2. Sick Leave Credit

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

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

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

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

Section 3. Benefit Levels

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

Section 4. PERS Member Contributions

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

Section 5. 1959 Survivor's Benefit

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

ARTICLE 18
DEFERRED COMPENSATION

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

ARTICLE 19 DISABILITY PLANS

Section 1. Work-Related Disability Benefits

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

A. Eligibility:

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

B. Benefits:

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

C. Exhaustion of Other Paid Leaves:

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

D. District Notice Return to Work Physical:

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

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

ARTICLE 20 LIFE INSURANCE

Section 1. Benefits

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

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

ARTICLE 21
EMPLOYEE ASSISTANCE PROGRAM

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

**CHAPTER 4.
LEAVES AND HOLIDAYS**

**ARTICLE 22
SICK LEAVE**

Section 1. Definition

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

Section 2. Accumulation and Use

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

- A. For calendar year 2019, shift personnel shall accumulate sick leave at the rate of 264 hours per year (22.0 hours per month) and sick leave shall be deducted to the nearest one-fourth (1/4) of an hour.

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 a rate of 189.0 hours per calendar year (15.75 hour per month) and sick leave shall be deducted at an even hour basis.

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).

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

Section 3. Reporting

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

Section 4. Medical Certification

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

Section 5. Annual Sick Leave Buy-Back

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

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

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

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

ARTICLE 23 VACATION

Section 1. Vacation Leave

A. Definition

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

Represented employees shall accrue and rollover vacation as shown below.

| MONTHS OF CONTINUOUS SERVICE | ANNUAL VACATION ACCRUAL | VACATION ACCRUAL LIMIT |
|-------------------------------------|--------------------------------|-------------------------------|
| 61 to 120 | 216 hrs / year | 360 hrs |
| 121 to 180 | 264 hrs / year | 440 hrs |
| 181 to 240 | 288 hrs / year | 480 hrs |
| 241 or more | 312 hrs / year | 551.33 hrs* |

The 551.33 hours vacation accrual limit for employees with 241 or more months of continuous service will change to 520 hours effective December 31, 2021.

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

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

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

Section 2. Vacation Rate

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

“total hourly compensation” rate.

Section 3. Anniversary Date

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

Section 4. Credit Dates

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

Section 5. Vacation Increments

A. Shift Personnel

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

B. Day Personnel

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

Section 6. Issuing and Application for Vacation

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

Section 7. Staffing

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

Section 8. Vacation Bids

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

ARTICLE 24 PERSONAL LEAVE

Section 1. Emergency Leave

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

1. Time Allowances
Employees may receive up to a maximum of 72 hours per calendar year for purposes of attending bona fide emergencies. Each incident of emergency leave use exceeding four (4) hours shall have the excess hours charged to vacation. In all cases of emergency leave, the Chief, or his designee, shall have the sole discretion as to what is a reasonable period of time. In no case shall the use of Emergency Leave result in expense to the District.
2. In the event that the leave is taken prior to the beginning of the shift, said leave shall be charged to vacation; however, provided that the staffing Battalion Chief was notified prior to the beginning of the shift, the emergency leave may be exercised due to special circumstance.
3. The Fire Chief reserves the right to reduce this leave to 48 hours if there are abuses of the system.

Section 2. Bereavement Leave

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

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

ARTICLE 25 JURY DUTY LEAVE

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

ARTICLE 26 HOLIDAYS

Section 1. Definition

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

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

Section 2. Credit

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

Section 3. Day Personnel Procedure

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

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

**CHAPTER 5.
HOURS AND SCHEDULE**

**ARTICLE 27
SCHEDULE OF HOURS AND TOUR OF DUTY**

Section 1. Duty Schedule

- A. The Duty Schedule for Shift Personnel is as follows:
Employees assigned to a twenty-four (24) hour work schedule in fire suppression shall work one-hundred and ninety-two (192) hours every twenty-four (24) day duty cycle.

The Duty Schedule is as follows:

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

x x o o o o

The above illustration is for descriptive purposes.

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

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

ARTICLE 28

CONVERSION AND REPORTING OF TIME OFF BENEFITS

Section 1. Conversion From 24 Hour Shift to Day Shift

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

Section 2. Conversion From Day Shift to 24 Hour Shift

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

Section 3. Reporting Time-Off Benefits

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

ARTICLE 29 REQUESTS FOR TRANSFER

Section 1. Battalion Transfer Selection Process: Vacancy

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

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

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

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

Section 2. District Rights

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

ARTICLE 30 SHIFT TRADES

Section 1. Shift Trades

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

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

Section 2. Failure of Shift Trade to Appear

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

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

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

Section 3. Limitations

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

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

**CHAPTER 6.
PROBATION, DISCIPLINE AND GRIEVANCES**

**ARTICLE 31
PROBATIONARY PERIOD**

Section 1. Length of New Hire Probationary Period

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

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

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

Section 2. Length of Promotional Probationary Period

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

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

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

Section 3. Disposition of Probationer

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

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

ARTICLE 32 DISCIPLINARY ACTION

Section 1. Definition

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

Section 2. Reasons for Disciplinary Action

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

Documented fraud in securing appointment;

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

Proven neglect of duty;

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

Documented or proven Dishonesty;

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

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

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

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

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

Witnessed and documented willful disobedience while on-duty;

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

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

Witnessed on-duty physical altercations;

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

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

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

Section 3. Persons Authorized to Administer Disciplinary Action

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

Section 4. Notice Required in Discipline Cases

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

A statement of the nature of the disciplinary action;

The effective date of the proposed action;

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

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

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

The date and time of the Predisciplinary Conference.

Section 5. Predisciplinary Conference

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

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

A statement of the nature of the disciplinary action;

The effective date of the action;

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

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

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

Section 6. Appeal and Answer

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

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

Section 7. Failure to File Appeal Notice

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

ARTICLE 33 GRIEVANCE PROCEDURE

The parties agree to implement the following grievance arbitration procedure:

Section 1. Definitions

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

Section 2. Time Limits

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

Section 3. Presentation:

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

Section 4. Procedure

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

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

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

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

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

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

APPENDIX A. GRIEVANCE FORM

BATTALION CHIEF'S ORGANIZATION – LOCAL 522

SACRAMENTO METROPOLITAN FIRE DISTRICT

GRIEVANCE FORM

TO: Human Resources Manager

FROM:

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

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

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3. Remedy or correction requested of the District:

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| |
| |
| |

Print Employee Name

Employee Number

Employee Signature/Date

Union Representative Signature/Date

CHAPTER 7. PERSONNEL RECORDS

ARTICLE 34 PERSONNEL RECORDS

Section 1. Inspection

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

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

Section 2. Removal From Consideration

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

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

Section 3. Commendation

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

**CHAPTER 8
MISCELLANEOUS**

**ARTICLE 35
EXPOSURE TO CONTAGIOUS DISEASE IN THE COURSE AND SCOPE
OF EMPLOYMENT**

Section 1. Exposure

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

Section 2. Baseline Screening

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

ARTICLE 36
DRIVER'S MEDICAL EXAMINATIONS

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

ARTICLE 37 SENIORITY

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

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

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

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

ARTICLE 38 REDUCTIONS IN FORCE

Section 1. Economic Reopening

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

Section 2. Reduction in Force

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

Procedure:

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

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

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

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

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

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

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

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

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

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

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

Section 3. Replacement Personnel

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

ARTICLE 39 HOUSE FUND

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

ARTICLE 40 MILEAGE REIMBURSEMENT

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

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

ARTICLE 41 PHYSICAL FITNESS

Section 1. Voluntary Physical Fitness Program

A. Suppression Employees

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

B. Day Employees

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

ARTICLE 42 CONTINUING EDUCATION

To be effective on January 1, 2005.

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

ARTICLE 43 LONGEVITY PAY

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

ARTICLE 44 PARITY SURVEY

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

SIGNATURE PAGE

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

SACRAMENTO METROPOLITAN FIRE DISTRICT

9-4-19

DATE



Todd Harms, Fire Chief

9-6-19

DATE

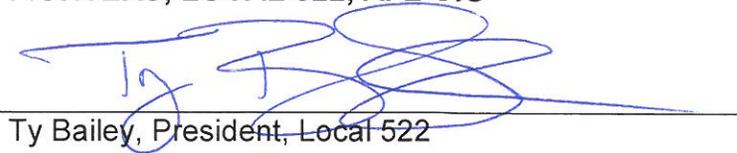


Greg Casentini, Deputy Chief

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

9/5/19

DATE



Ty Bailey, President, Local 522

9/9/19

DATE



Trevor Jamison, Vice President, Local 522