

MEMORANDUM OF UNDERSTANDING

FOR THE

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

TERM OF AGREEMENT

JANUARY 1, 2007 THROUGH DECEMBER 31, 2011

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

ARTICLE 2 UNION SECURITY

- A. It is recognized that all employees in the bargaining unit may or may not join the Union, at the individual's discretion and that no such employee shall be required to become a member of the Union as a condition of their employment or continued employment by the District.

- B. It is further recognized that the Union, as the recognized bargaining representative, provides through the representation process for the improvement of wages, hours, and other terms and conditions of employment for all bargaining unit employees, whether Union members or not. Therefore, all assigned to the bargaining unit, shall as a condition of continued employment, within thirty (30) days of the effective date of this provision or conscientious objections as described in the provision of section 3502.5 of the Government Code contribute to a charitable organization agreed to by the parties under ninety-five percent (95%) of the Union dues, assessed uniformly against all Union Members. Such dues or fees shall be payroll deducted.

- C. The Union shall promptly refund to the District any amounts paid to the Union in error under this Section. The Union expressly agrees to indemnify and hold the District harmless from any and all claims, demands, costs (including 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. 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 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.
- D. The District will provide 120 hours per year for Union leave for the purpose described in Item A of this section.
- E. There shall be no accrual of unused hours from year to year.
- F. The Union may request the purchase of additional hours at the appropriate rate of compensation for an employee of like rank. Additionally, the unit may make donations of either Personal Time Off ("PTO") leave to the Union leave account.
- G. For the purpose of Union donated time from an employee's leave banks, there shall be a separate accrual account, which will accrue from one year to the next.

ARTICLE 4 EMPLOYEE RIGHTS

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

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 MMBA.
- J. To establish and modify productivity and performance programs and standards.

ARTICLE 6 POLICIES AND PROCEDURES

- A. The District Policies and Procedures shall become part of this Agreement. When any changes are proposed by the District or the Union, 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 through causes beyond the control of the District by reason of government, court action, or other legitimate reason beyond the control of the District, and the District is able to show proof of the “inability to pay”, the District reserves the right to reopen the MOU and to meet and confer on economic terms of this Understanding. Should the parties be unable to agree within thirty (30) days from the date of their first meeting on the subject, the parties will enact 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, 2007, and shall remain in full force and effect though December 31, 2011.

or

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

or

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

or

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

or

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

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

CHAPTER II

COMPENSATION

ARTICLE 9 WAGES

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

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

SUNSET CLAUSE:

For the years 2010 and 2011, the salary adjustment as identified in this Agreement will cease. The District and the Union agree to meet and confer over projected salary adjustments for the years of 2010 & 2011.

- B. Salaries established by applying the percentage of increase to Step 5 in each scale, and dividing Step 5 by 1.05% to establish each Step.
- C. Step progressions will be annually.
- D. 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.
- E. 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). It shall also include, where appropriate, out-of-class pay (Art. 11, paragraph C). It shall not include any other dollars – specifically including, but not limited to PERS conversion in Article 14, Section A, paragraph 4.
- F. 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: January 1, 2007

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Accounting Technician	3406	3576	3755	3943	4140
Facilities Assistant	3990	4190	4399	4619	4850
Facilities Technician	5227	5488	5762	6050	6352
Logistics Technician	3572	3751	3939	4136	4343
Office Technician	2984	3133	3290	3455	3628
Video Technician	3779	3968	4166	4374	4593

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
Employees shall receive uniform allowance in the amount of six hundred dollars (\$600.00) annually, to be paid in January.
3. Continuation of the Uniform Allowance incentive shall be dependent on sick leave usage, as described in Article 20: Personal Leave, Section D.

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.
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 an Associate Degree shall receive an additional six percent (6%) of base pay.
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.
6. 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.

ARTICLE 11 OVER-TIME PAY/CTO/CALL BACK

A. Overtime Pay

1. All hours worked which are beyond the employee's regularly scheduled hours shall be compensated at the rate of one and one-half (1.5) times of the employee's base hourly rate of pay.
2. All overtime shall require advance approval by the employee's immediate supervisor.
3. Employees shall be paid at a four (4) hour minimum, at the over-time rate, for each call back received during non-duty hours.
4. 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.

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. The District contribution for PERS shall be the full family premium for Blue Shield or Kaiser Health Plan, whichever is higher.
- B. In the event of the employee's/retiree's death, his/her dependents health coverage will continue subject to:
 - 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.

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 will provide up to \$103.92 per month.
- B. The District shall, subject to availability, provide full time employees and dependents with a vision care plan. The District will provide up to \$18.75 per month.
- C. Should any plan selected by an employee cost more than the District's required contribution, each covered employee is required to sign a payroll deduction form and shall pay the monthly difference by payroll deduction.
- D. Upon retirement, subject to the lawful rules of the insurance provider, a retiree may purchase (for themselves and eligible dependents) the dental and/or vision benefits available to active employees at the group rate plus two percent (2%) administrative fee. Premiums shall be paid three (3) months in advance to the District.
- E. The escalator shall not exceed ten percent (10%) per year of the flat rate outlined in Item A. 2. And B, of this Article for the plans that are currently offered by the District, the Union, and those offered by previous plans.

ARTICLE 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 Employee's 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 the PERS for Miscellaneous Employees. The District shall pay to PERS the member's contribution to their PERS Retirement plan not to exceed eight percent (8%) of the employee's salary. Such payments shall be made payable to the member's own PERS account.
- B. At the employee's option, upon service retirement or disability retirement for the year 2007, the District will compensate up to thirty-two percent (32%) of the employee's accumulated "A" Bank sick leave. This option will increase by two percent (2%) per year of each and every year of this Agreement.
1. For the year 2008, the sellback will increase to thirty-four percent (34%).
 2. For the year 2009, the sellback will increase to thirty-six percent (36%).
 3. For the year 2010, the sellback will increase to thirty-eight percent (38%).
 4. For the year 2011, the sellback will increase to forty percent (40%).
- 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. Miscellaneous shall be three percent (3%) at age sixty (60).
 - a. Should CalPERS offer a 3% @ 50, 2% @ 50 or other enhancement benefit at some point in the future, the District and the Union agree to meet and confer.

- b. The District shall, in accordance with PERS procedures, pass the necessary Resolution(s) to treat Employer Paid Member Contributions (EPMC) as PERS reportable compensation for retirement purposes.
- c. The tax/retirement and other consequences, if any, of the above referenced changes are the responsibility of the employee.

ARTICLE 15 LONG-TERM DISABILITY PLAN

- A. The District shall provide to 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).

- B. Premiums are to be paid by employer for LTD.

ARTICLE 16 WORK-RELATED DISABILITY BENEFITS

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 PTO/Holiday/CTO or accrued Short Term Disability benefits 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 PTO/Holiday/CTO and Short Term Disability benefits, will henceforth pay the District the entire premium amount for continuation of any insurance benefits, unless the employee is terminated, retired, or their position is no longer available.

D. 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.
- C. The premium cost of group life insurance provided to the employee by the district for coverage over fifty thousand dollars (\$50,000) is subject to Medicare taxes to be paid by the employee.

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. The current program is provided by Sutter Health.

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	Max. Accrual per Year (In Hours)
0 through 60	228
61 through 120	276
121 through 180	288
181 through 240	336
241 or more	360

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 in January. Employees are required to maintain adequate balances for recognized holidays in Article 22 of this document.
2. Employees having their anniversary dates at other periods and becoming eligible for additional PTO will have PTO adjusted at anniversary date.
3. At the time of termination or retirement, unearned PTO that has been used by the employee will be reimbursed to the District.
4. 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. Maximum Carryover – Each employee may carry over a maximum of twenty (20) months of unused PTO into the next calendar year.
2. Suspension of PTO Accrual – If an employee has accumulated PTO in excess of twenty (20) months on December 31, PTO accrual shall be suspended and the employee shall accrue no additional PTO until after the equivalent of the excess hours would have been surpassed if accrual had resumed at the beginning of the year.
3. Annual PTO Buy Back – On October 1st, day shift employees may elect to be paid for no more than ninety-six (96) hours at a rate equal to one hundred percent (100%) of their base hourly compensation rate. Except that no employee may have more than these hours converted to pay in the current fiscal year. Payment will normally be made in the month of November.
4. Extraordinary Circumstances – An employee on extended “sick or injury” leave, or who has had vacation cancelled by the District in the preceding year, may carry over vacation time in excess of the maximum set for in Paragraph 1 above, upon written request, approved by the Fire Chief.

G. ISSUING AND APPLICATION FOR VACATION

1. Application for vacation 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.

H. STAFFING

1. Vacation requests may not be approved if administrative support personnel necessary to properly staff the District is not available.

ARTICLE 20 PERSONAL LEAVE

A. EMERGENCY LEAVE

1. Definition – An emergency in 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. In the event of death in the family, an employee shall be allowed up to forty (40) consecutive hours off, excluding weekends and scheduled day off (SDO), with pay. 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

1. The federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) shall be applicable to unit employees for conditions arising from pregnancy or termination of pregnancy, giving birth, or adoption of a child.
 - a. Additional unpaid leave of absence may be granted consistent with district policy.
 - b. An employee taking a leave of absence relating to pregnancy shall be entitled to resume the same or equal position the employee occupied prior to the pregnancy, providing the employee is medically able to resume that position at the end of the leave of absence granted. A doctor's release may be required to attest to the employee's medical ability to resume.

D. SICK LEAVE

1. Definition

- a. Sick Leave as used in this article shall be defined as absence from work without loss of pay due to a non-service connected illness or injury to the employee, family member, or birth of an employee's child. The Chief shall have the sole discretion to determine a reasonable period of time of absence due to a birth of an employee's child or illness or injury to a family member.
- b. For the purpose of this section, the term "Family Member" shall include employee's current spouse, child, step or foster child, mother, father, mother-in-law, father-in-law, brother, sister, grandparents, step parents, foster parents, or any person permanently domiciled in the employee's household, who is a permanent member of the employees household.

2. Accumulation and Use

- a. Personnel shall accumulate sick leave at the rate of 15.75 hours per month, and sick leave shall be deducted on a one-quarter hour basis.
- b. Sick leave shall be accrued and recorded at the end of each month. Sick leave shall be accumulated on an unlimited basis.
- c. If employee utilizes forty (40) undocumented hours or less of SL per calendar year, an additional 17.60 hours of SL will be added to the employee's SL account. This benefit commences on the second year of the employee's employment.
- d. The audit of SL use will be commensurate with the annual SL sell back option.
- e. If an employee utilizes more than forty (40) hours of undocumented SL per calendar year, the following shall occur:
 - 1) Employee's uniform allowance shall cease for the whole duration of the upcoming year.
 - 2) Employee is no longer eligible for an alternate work schedule. Therefore, if the employee is working an alternate work schedule, the employee's schedule shall revert back to normal workdays. Employee may appeal to the Fire Chief, or his/her designee.

However, the Fire Chief, or his/her designee, may terminate an alternative work schedule for reasons including, but not limited to, employee job performance is adversely affected, employee is transferred to another assignment where an alternative work schedule is not feasible, employee fails to abide by the terms and conditions set forth in the agreement, to meet the business needs of the District.

- 3) Employee's PTO leave accrual shall be charged for any undocumented SL taken (i.e., illness, doctor's appointment).
- 4) Employee will not be eligible to participate in the annual SL Buy Back, as defined in this Article, Section 5, for that calendar year.
- 5) Employee shall no longer accrue the additional 17.60 hours of SL, should he/she currently receives that benefit.
- 6) Employee may be subject to discipline, pursuant to Article 27: Disciplinary Actions.

f. Planned Sick Leave Use

- 1) Sick leave may be utilized for wellness prevention such as routine medical, dental, or eye appointments. Such time must be approved by the employee's supervisor.
 - 2) Employee must provide documentation to the District that he/she has seen a medical/dental practitioner on the date he/she utilizes the SL.
- g. Documentation may be a verification on the provider's stationery, a receipt of co-payment, or other form of verification agreed to by the District and the Union on a case-by-case basis. This shall not prevent the District from enforcing other sections of the MOU relative to fitness-for-duty.
- h. 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. Requests for donations, 4. Unpaid leave status.
- i. An employee who has exhausted his/her sick leave may be granted an extension of sick leave, with the recommendation of the Fire Chief, at the sole discretion of the District Board of Directors.

3. Reporting

- a. No sick leave will be allowed unless the employee uses due diligence in reporting his illness and contemplated absence as outlined in the District's Policies Manual. Such report will be made at least by 0815 hours. Failure to exercise due diligence in advising the District will result in time lost being charged as absence without pay.

4. Medical Certification

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

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

5. Annual Sick Leave Buy-Back

- a. Subject to the following conditions, The District shall compensate any requesting employee for accrued sick leave:
 - i. The "A" Bank must contain 567 hours for an employee.
 - ii. Measurement is made on each June 30, with notification no later than July 15.
 - iii. The employee, at his/her sole option, must notify the District not later than October 31, of their election to be compensated. The notice shall be in writing.
 - iv. Compensation shall typically occur not later than December 15.
- b. An employee who has at least the hours set on Paragraph 1 above may request compensation as follows:
 - i. Up to fifty percent (50%) of the hours accrued in the previous year (July 1–June 30) may be relinquished to the District at one hundred percent (100%) of the employee's base monthly compensation rate on December 1.
 - ii. Any hours used in the previous year (July 1 - June 30) shall reduce the number of hours which the employee may relinquish.
 - iii. Relinquishment shall be at the employee's sole option.
- c. "A" Bank and "B" Bank
 - i. 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.
 - ii. 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.

E. MEET AND CONFER AGREEMENT

1. Prior to January 1, 2009, the District and the Union agree to review this Article to evaluate the impact of the changes. They agree to meet and confer should new language and/or provision is necessary further enhance the common goal.

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 assignment's 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 designate 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.	Columbus Day	2 nd Monday in October
9.	Veteran’s Day	November 11
10.	Thanksgiving Day	4 th Thursday in November
11.	Day After Thanksgiving Day	4 th Friday in November
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 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 PROBATIONARY PERIOD

1. 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.
2. 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.
3. The probationary period may be extended by the number of days in which the probationer was absent, provided such absence exceeds thirty (30) calendar days.
4. During this probationary period, the Fire Chief may cancel the employment or appointment without right to appeal.

B. 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

The longevity points shall be added to the overall score of the candidates who successfully pass all phases of the promotional examination. The longevity points shall be cumulative 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 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.
 - a.) 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 Article 28, Section C of this agreement.

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.

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.

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 form 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 of the District, which shall be updated by the District by October 1, of each year, and immediately be posted on the bulletin board of each work site for thirty (30) days. Unless an objection to the seniority list as posted is made to the District by an employee within thirty (30) days from the day such list is posted, the list will be final.
- 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 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. 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 stop 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.

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

- A. The District will continue to evaluate a process to include the Day shift personnel in a voluntary fitness program.

ARTICLE 39 EQUITY ADJUSTMENT

- A) It is the intent of the District and the Union to maintain a compensation parity increase. The District and the Union agree to the utilization of designated “Metro” agencies. The “Metro” agencies identified are to be utilized for the purposes of establishing a “parity survey.” The compensational items utilized for comparison will be based on monthly compensation, medical contributions, and retirement contribution.
- B) The “parity survey” of the identified public agencies will take place each and every December of said year. The survey will identify the top five (5) public agencies, using the Captain’s rank, within the total “Metro” parameters. Once the top five (5) agencies have been identified, as set forth by the preceding criteria, ASP Local 522 Representatives and the Fire Chief, or his/her designee, agree to establish the average compensation at each classification in this Agreement. Should a classification not found within the fire agency (i.e., Logistics Technician), the District and ASP Local 522 Representatives agree to utilize classification within the public agencies that provides service to the fire agency, as listed in Section D. of this Article. A compensation adjustment will then be established to move each classification to the average monthly compensation of their specific classification. This adjustment will take place the following month of January of the new-year.
 - 1. When the survey of comparable agencies takes place in the month of December, it is the intent to capture any and all compensation adjustments that will take place in the following year of all comparable agencies.
 - 2. This will ensure that the compensation adjustments will be commensurate to the same time frame as the compensation period.

Example:

For 2007, the top five (5) agencies (using the Captain’s rank) are: 1) Contra Costa County, 2) Oakland City, 3) Orange County, 4) San Jose City, and 5) Los Angeles City.

<u>Classification</u>	<u>Metro Fire</u>	<u>Average</u>	<u>Equity Adjustment</u>
Technician I	\$2100	\$1976	None.
Technician II	\$3100	\$3250	4.0%
Senior Technician	\$2250	\$2270	1.0%

- C) The salary adjustment will be capped at four percent (4%) for years 2007, 2008 and 2009. This compensation adjustment will be compounded upon the previously identified four percent (4%) increase to all ASP represented members.
- D) “Metro” Agencies
 - Alameda County
 - Contra Costa County
 - Kern County
 - Long Beach City
 - Los Angeles City
 - Los Angeles County
 - Oakland City
 - Orange County
 - Sacramento City

San Diego City
San Francisco City
San Jose City
Ventura City

Sunset Clause

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

Staffing and 1000 Account Costs

- A) If the agreed upon method for compensation adjustment causes the 1000 account of the District's Budget to exceed eighty-five percent (85%) of the renewable revenues for any time period greater than three (3) months, the District and the Union agree to meet and confer with good faith intentions to come to a resolution to bring the 1000 account at or below eight-five percent (85%) of renewable revenues.
- B) During the meet and confer process, both parties shall agree to remove the accumulative costs of salaries and benefits for those individuals assigned to grant funded positions. The salaries and benefits identified for grant-funded positions shall be removed from the 1000 account so as not to cause artificial increases within the 1000 account. Additionally, those individuals who have been hired either as paramedic interns, or probationary firefighters with preparations for future mass retirements shall not be utilized as a liability towards the eighty-five percent (85%) of the 1000 account liabilities.
- C) Realizing that the 1000 account identifies wages and benefits for all employees at the Sacramento Metropolitan Fire District not just those represented by the ASP Local 522, the authorized approved staffing document will provide the "base" of the eighty-five percent (85%) liability towards renewable revenues. The District and the Union agree to meet and confer prior to addressing the Board of Directors for the approval to expand the approved staffing document.
- D) In the event that the District decides to pre-pay the retirement cost, this shall be taken into consideration as it may affect the 1000 account. The District and the Union agree to meet and confer with good faith intentions to come to a resolution should this action affect the 1000 account where renewable revenues exceed eighty-five percent (85%).

SIGNATURE PAGE

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

_____ Date	_____ Donald Mette, Fire Chief Sacramento Metropolitan Fire District
_____ Date	_____ William Sponable, Director of Finance Sacramento Metropolitan Fire District
_____ Date	_____ Brian Rice, President, Local 522
_____ Date	_____ Patrick Monahan, Vice President, Local 522
_____ Date	_____ Linzi Wilson, Unit Rep, ASP/Local 522
_____ Date	_____ George Gravin, Unit Rep, ASP/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