

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE**

**SACRAMENTO
METROPOLITAN FIRE DISTRICT**

AND

**EMT and Paramedic
An Affiliate of Local 522**

**TERM OF AGREEMENT
January 1, 2023 – December 31, 2024**

TABLE OF CONTENTS

CHAPTER I – ADMINISTRATION MATTERS	4
ARTICLE 1: PREAMBLE AND RECOGNITION	4
ARTICLE 2: UNION SECURITY	5
ARTICLE 3: JOINT LABOR-MANAGEMENT COMMITTEE	6
ARTICLE 4: UNION BUSINESS LEAVE.....	7
ARTICLE 5: [RESERVED].....	8
ARTICLE 6: DISTRICT RIGHTS	9
ARTICLE 7: POLICIES AND PROCEDURES	10
ARTICLE 8: SEPARABILITY AND ECONOMIC REOPENING.....	11
ARTICLE 9: TERMS OF AGREEMENT AND MODIFICATIONS.....	12
CHAPTER II – COMPENSATION.....	13
ARTICLE 10: WAGES	13
ARTICLE 11: INCENTIVES AND ALLOWANCES.....	15
ARTICLE 12: [RESERVED].....	17
ARTICLE 13: DISTRICT OVERTIME.....	18
ARTICLE 14: EMT CERTIFICATION AND RECERTIFICATION FOR SUPPRESSION PERSONNEL	19
ARTICLE 15: UNIFORM ALLOWANCE.....	20
CHAPTER III – BENEFIT PLANS.....	21
ARTICLE 16: HEALTH PLANS.....	21
ARTICLE 17: DENTAL/VISION PLANS	23
ARTICLE 18: RETIREMENT PLANS.....	24
ARTICLE 19: SICK LEAVE	26
ARTICLE 20: [RESERVED].....	28
ARTICLE 21: WORK-RELATED DISABILITY BENEFITS	29
ARTICLE 22: LIFE INSURANCE	31
ARTICLE 23: EMPLOYEE ASSISTANCE PROGRAM	32
CHAPTER IV – LEAVES AND HOLIDAYS	33
ARTICLE 24: VACATION AND PTO LEAVES	33
ARTICLE 25: [RESERVED].....	36
ARTICLE 26: PERSONAL LEAVE.....	37
ARTICLE 27: JURY DUTY	39
ARTICLE 28: RECOGNIZED HOLIDAYS.....	40
ARTICLE 29: CONVERSION OF HOURS AND REPORTING OF ACCRUED TIME OFF BENEFITS	41
CHAPTER V – HOURS, SCHEDULES, TRANSFERS AND STAFFING	42
ARTICLE 30: DUTY HOURS AND SCHEDULE	42
ARTICLE 31: FILLING NECESSARY SHIFT VACANCIES	43
ARTICLE 32: REQUESTS FOR TRANSFER AND STATION BIDDING	44
ARTICLE 33: SHIFT TRADES.....	45
CHAPTER VI – PROBATION, TRANSITION, DISCIPLINE GRIEVANCES	47
ARTICLE 34: PROBATIONARY PERIODS.....	47
ARTICLE 35: TRANSITION TO FIREFIGHTER.....	48
ARTICLE 36: DISCIPLINARY ACTIONS	49
ARTICLE 37: GRIEVANCE PROCEDURE.....	52

CHAPTER VII – MISCELLANEOUS PROVISIONS 55

ARTICLE 38: EXPOSURE TO CONTAGIOUS DISEASE IN THE COURSE AND SCOPE OF EMPLOYMENT 55

ARTICLE 39: DRIVER’S EXAMINATION 56

ARTICLE 40: SAFETY 57

ARTICLE 41: SENIORITY 58

ARTICLE 42: REDUCTIONS IN FORCE AND RECALLS 59

ARTICLE 43: HOUSE FUND 61

ARTICLE 44: MILEAGE REIMBURSEMENT 62

ARTICLE 45: UNION BULLETIN BOARD 63

ARTICLE 46: DEFERRED COMPENSATION 64

ARTICLE 47: PERSONAL PROPERTY 65

ARTICLE 48: PHYSICAL FITNESS 66

ARTICLE 49: PARITY SURVEY 67

ARTICLE 50: LONGEVITY PAY 68

SIGNATURE PAGE 69

**CHAPTER I
ADMINISTRATION MATTERS**

ARTICLE 1: PREAMBLE AND RECOGNITION

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

ARTICLE 2: UNION SECURITY

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

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

- C. The Union shall promptly refund to the District any amounts paid to the Union in error under this Section. The Union expressly agrees to indemnify and hold the District harmless from any and all claims, demands, costs (including any costs incurred by the District in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the District in the adoption or administration of this Section. This hold harmless and indemnity agreement shall include but not be limited to employee legal actions of any sort or nature against the District based upon or related to this Section. Further, in the event that the District undertakes disciplinary action against an employee pursuant to this Section, this hold harmless and indemnity agreement shall cover all costs and expenses, including any costs incurred by the District in defense of a lawsuit.

ARTICLE 3: JOINT LABOR-MANAGEMENT COMMITTEE

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

ARTICLE 4: UNION BUSINESS LEAVE

- A. Subject to approval by the Fire Chief or his designees, the Union representative and/or designee shall be granted reasonable paid release time to conduct Union business directly related to the District's employer/employee relations.
- B. During a scheduled meet and confer session, a reasonable number of members of the employee's negotiating committee may be granted release time from a regularly schedule twenty-four (24) hour shift and up to two (2) employees from day shift, without loss of compensation or other benefits for a reasonable period before and after any scheduled meet and confer session for the purpose of a caucus. Such release time shall include reasonable travel time to and from the employee's duty location and the scheduled meeting location.
- C. The Fire Chief does reserve the right to temporarily postpone or even cancel the session if conditions or circumstances are of a nature that adequate staffing of the District's emergency services would be adversely curtailed by the release of the affected personnel.
- D. The Union Officers and Unit Representatives and/or designee shall be granted leave from duty for Union business, provided that such leave does not reasonably interfere with or disrupt the workings of the District.
- E. The Union may request purchase of additional hours at the appropriate rate of compensation for an employee of like rank. Additionally employees may donate Vacation leave to the Union leave account. Donated hours will reside in an independent account and shall not roll-over from year to year.
- F. The Local 522 Vice President will approve the use of Union Business Leave.
- G. The 522 Union Leave Bank will be utilized for union leave.

ARTICLE 5: [RESERVED]

ARTICLE 6: DISTRICT RIGHTS

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

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

ARTICLE 7: POLICIES AND PROCEDURES

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

- B. Access to copies of the Policies and Procedures shall be made available to each employee, at his/her regular worksite. Additionally, a copy will be provided to the Local via Local 522 email at galvarado@sacramentofirefighters.com, or another designee of Local 522.

ARTICLE 8: SEPARABILITY AND ECONOMIC REOPENING

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

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

ARTICLE 9: TERMS OF AGREEMENT AND MODIFICATIONS

A. The terms and conditions of this Memorandum of Understanding are effective on January 1, 2023 and shall remain in full force and effect through December 31, 2024.

or

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

or

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

or

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

or

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

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

C. Re-openers

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

CHAPTER II COMPENSATION

ARTICLE 10: WAGES

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

EMT

Paramedic

Base Wage Adjustments – January 1, 2023 through December 31, 2024:

Effective January 1, 2024, Local 522 members will receive a base wage increase of 3.0% plus an equity adjustment based on the percentage of change in net taxable value of property in the District based on the Sacramento County Assessor FY 2023/24 Combined Tax Rolls compared to the FY 2022/23 Combined Tax Rolls. The amount of the January 1, 2024 equity adjustment will be governed by the following chart:

FY 23/24 Net Taxable Value Increase	2024 Equity Adjustment
3.4% or less	0%
3.5% - 4.4%	1%
4.5% - 5.4%	2%
5.5% or more	3%

- A. Represented employees shall be compensated at the following base hourly rate in accordance with the provisions of this Agreement and Fair Labor Standards Act, as amended.

Wage scale effective the first full pay period following adoption of the MOU

	Step 1	Step 2	Step 3	Step 4	Step 5
Base Hourly Rate	\$22.00	\$23.10	\$24.26	\$25.47	\$26.74

- B. Step progressions will be annually.
- C. Compensation will include overtime if the employee's total hours worked exceed forty (40) hours for the workweek. The employee is an hourly employee that works under the 40-hour, 7-day workweek system. When determining the amount of overtime based upon the forty (40) hour workweek, if the employee works a 36 hour workweek for that cycle, and works another 12 hours OT during that same week the first 4 hours of the OT will be paid straight time and only the second 8 hours of the OT will be at time and a half. Overtime shall be compensated at the rate of one and one-half times (1.5) the employee's hourly rate of pay inclusive of Day Incentive if applicable.

- D. Effective employee's first full FLSA work period beginning on or after January 1, 2023, all paid leave will be considered "hours worked" for purposes of determining overtime owed under this Agreement.
- E. In order to receive compensation, the Employee is required to track the Employee's time and submit it to the Employee's EMS Captain in accordance with posted payroll schedule. Full time Paramedics or EMT's on regular duty during the holidays defined in Article 22 will be paid an additional one half times pay.
- F. Employee's wages will be paid in accordance with the District's standard payroll process, last day of the month, and will be subject to all applicable payroll taxes and withholdings.
- G. EMT /Paramedic preceptors will receive an additional \$2.00 / hour while working in this capacity for the District.

ARTICLE 11: INCENTIVES AND ALLOWANCES

A. Education Incentives

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

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

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

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

- a. Employees who possess one or more Associate Degrees shall receive a total of six and one-half percent (6.5%) of base pay for the degree(s). Multiple degrees will not result in more than 6.5%.
- b. Employees who possess a Bachelor of Arts Degree, Bachelor of Science Degree or Bachelor of Vocation Degree from an accredited college or university shall receive ten and one-half percent (10.5%) of base pay.

B. Allowances

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

1. Paramedic Incentive:
 - a. Paramedic incentive will calculate at 9.30% of hourly rate of pay.
2. Day Incentive:
 - a. Employees will receive a Day Incentive when assigned to a day position equal to fifteen percent (15%) of their base hourly compensation.

C. IGT Allowances

In November of each calendar year, the District and Local 522 agree to meet regarding unanticipated revenues from the Medicare reimbursement cost recovery programs for purposes of providing Local 522 members additional compensation. If the actual total revenue from the combination of all Medicare reimbursement cost recovery programs, exceeds the 2022/2023 final budgeted Medicare reimbursement cost recovery revenue,

which shall be no less than \$1,500,000, the District will allocate a one-time lump sum non-persable allowance to every Local 522 member in good standing and holding a current IAFF Behavioral Health Awareness certification. Allowances will be paid to members in accordance with the following thresholds:

1. For increases in Medicare reimbursements between \$1,500,000 - \$2,499,999:
 - a. Firefighters, EMTs and Paramedics - \$1500
 - b. All other 522 members - \$1000
2. For increases in Medicare reimbursements between \$2,500,000 - \$2,999,999:
 - a. Firefighters, EMTs and Paramedics - \$3000
 - b. All other 522 members - \$2000
3. For increases in Medicare reimbursements over \$3,000,000:
 - a. Firefighters, EMTs and Paramedics - \$4500
 - b. All other 522 members - \$3000

In November of each calendar year the District and Local 522 agree to meet regarding unanticipated revenues from the Medicare reimbursement cost recovery programs for purposes of funding a mental health clinician. If the actual total revenue from the combination of all Medicare reimbursement cost recovery programs, exceeds the 2022/2023 final budgeted Medicare reimbursement cost recovery revenue, which shall be no less than \$1,500,000, the District will allocate \$300,000, to be paid to Local 522, for care and treatment of all Local 522 members and their families. Expenditures of these funds will be at the sole discretion of Local 522, which will also be responsible for providing the District with a record of expenditures on a regular basis.

For purposes of this Section, Medicare reimbursement cost recovery programs include, but are not limited to, GEMT CPE, GEMT QAF, PPGEMT, and VRRP IGT.

ARTICLE 12: (RESERVED)

ARTICLE 13: DISTRICT OVERTIME

- A. Compensation will include overtime if the employee's total hours worked exceed forty (40) hours for the workweek. The employee is an hourly employee that works under the 40-hour, 7-day workweek system. When determining the amount of overtime based upon the forty (40) hour workweek, if the employee works a 36 hour workweek for that cycle, and works another 12 hours OT during that same week the first 4 hours of the OT will be paid straight time and only the second 8 hours of the OT will be at time and a half. Overtime shall be compensated at the rate of one and one-half times (1.5) the employee's hourly rate of pay inclusive of Day Incentive if applicable.
- B. Effective each employee's first full FLSA work period beginning on or after January 1, 2023, all paid leave will be considered "hours worked" for purposes of determining overtime owed under this Agreement.
- C. Employees shall be paid at a two (2) hour minimum, for each call back, excluding holdover, received during non-duty hours. "Holdover" is anything under two (2) hours, when the off-going person for the needed rank in the station remains to fill the vacancy until properly replaced or excused by a chief officer, and is compensated to the nearest quarter hour.
- D. Where the employee is held two (2) hours or more, it shall constitute a mandatory.

ARTICLE 14: EMT CERTIFICATION AND RECERTIFICATION

- A. Persons hired as Paramedics with the Sacramento Metropolitan Fire District must possess a Paramedic Certificate and maintain said certificates for a minimum of five (5) years from the date they are assigned on the line.
- B. In the event an employee is decertified for cause, as an EMT or Paramedic, this may constitute grounds for disciplinary action up to and including termination. All Paramedics must serve as a condition of employment five (5) years based upon the criteria set forth below. The criteria is as follows:
1. Upon completion of serving five (5) years as a Paramedic and an employee desires to voluntarily decertify or remove self from Paramedic duties, the following conditions apply: Annually the District will determine the number of Paramedic positions and EMT positions. The District agrees to meet and discuss this process with the Union.
 2. Any employee decertifying from the program must remain out of the program for at least one year, but may appeal to the Fire Chief.
 3. Re-entry into the Paramedic program shall be at the sole discretion of the District.
- C. All personnel possessing an EMT-1 and EMT-Paramedic certifications must do so on their own time and expense, except:
1. The District shall reimburse the employee the cost of the certificate, upon proof of payment, as follows:

EMT-Paramedic Certificate: State and County Fee
EMT-1 Certificate: State and County Fee
- D. In the event an employee's Paramedic certification becomes invalid, the incentive payment terminates for applicable certificates.
- Example: In order to receive the Paramedic incentive, the person must be EMT-1 certified, possess a valid and EMT-Paramedic certificate. This procedure applies to any other required certificate(s).

ARTICLE 15: UNIFORM ALLOWANCE

Employees who are required to wear a uniform:

A. **Personal Protective Clothing:**

As defined in California Code of Regulations, Title 8, Sub-Chapter 7, General Industrial Safety Orders, shall be provided at no cost to the employee.

B. **Shoulder Patches:**

The District shall issue five (5) shoulder patches upon initial employment of uniformed employees, and exchange unserviceable patches as needed. Additional patches may be purchased.

C. **Employees will receive a uniform allowance in the amount of six hundred dollars (\$600.00) annually, to be paid in January.**

**CHAPTER III
BENEFIT PLANS**

ARTICLE 16: HEALTH PLANS

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

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

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

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

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

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

D. Retirement Medical

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

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

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

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

ARTICLE 17: DENTAL/VISION PLANS

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

ARTICLE 18: RETIREMENT PLANS

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

A. Primary Plan

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

Employees shall make PERS member contributions, as follows:

For safety employees who do not meet the definition of a "new member" under PEPR (PEPRA) ("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 PEPR (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 an additional three percent (3%) of the employee's compensation reported to PERS towards the employer's PERS cost.

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

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

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

Credit-for-unused Sick Leave (Section 20965) Unused accumulated sick leave at time of retirement, for which there is no compensation or remuneration at all to the employee, would be converted to additional service credit at the rate of 0.004 year of credit for each

day (250 days of sick leave for one additional year of service credit).

D. Benefit Levels:

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

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

F. The District will provide 1959 Survivor's Benefit at Level 4, with the employees paying the two dollars (\$2.00) employee contribution.

ARTICLE 19: SICK LEAVE

Definition

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

A. Accumulation and Use

1. Full-time employees shall accumulate and may use sick leave at the following rates:
 - a. Shift personnel shall accumulate sick leave at the rate of 240 hours per calendar year (20 hours per month).
 - b. Day personnel shall accumulate sick leave at the rate of 200 hours per calendar year (16.67 hours per month).
2. Sick leave shall be accrued and recorded at the end of each month. Sick leave shall be accrued on an unlimited basis.
3. In the event that an employee exhausts his/her sick leave accrual, other leave banks will be exhausted in the following order: 1. Vacation accrual, 2. Donated leave pursuant to District policy, 3. Unpaid leave status.

D. Annual Sick Leave Buy-Back

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

1. First, no employee shall be eligible to receive compensation for accrued sick leave unless they have "banked" the required number of hours in their "A" bank. The "A" Bank must contain at least 1000 hours for all shift personnel, and at least 741 hours for all day shift personnel, with measurement made as of each June 30 and notification to the employee no later than September 30.
2. The employee at his/her sole option, must notify the District no later than November 15 of their election to be compensated, including the total number of hours the employee wishes to sell. The notice shall be on a letter provided by the District. Failure to submit the request through the District's ESS System deadline constitutes waiver of the right to sell sick leave hours for the calendar year.
3. An employee who has satisfied the requirements identified above may request to be compensated once per year, in aggregate, up to fifty percent (50%) of the hours accrued in the previous year (July 1 - June 30) at one hundred percent (100%) of the employee's base monthly compensation, inclusive of all incentives, on November 30.

4. Any hours used in the previous year (July 1 - June 30) shall reduce the number of hours which the employee may relinquish.
5. Relinquishment shall be at the employee's sole option.
6. If an employee elects to sell any hours, all remaining hours from the year's accrual are placed in the employee's "B" Bank. Such hours may only be used either in the event of a catastrophic illness after exhaustion of the employee's "A" Bank and/or for additional service credit at retirement.
7. If an employee elects to sell no hours, all remaining hours shall be placed in the employee's "A" Bank. Such hours may be used for normal sick leave and may also be sold at retirement pursuant to Article 18 of this Memorandum of Understanding.

ARTICLE 20: (RESERVED)

ARTICLE 21: WORK-RELATED DISABILITY BENEFITS

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

A. Eligibility

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

B. Benefits

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

C. Exhaustion of Other Paid Leaves

Employees who continue to be medically disabled following a discontinuation of worker's compensation benefits, and who subsequently exhaust their available accrued paid leave will henceforth pay the District the entire premium amount for continuation of

any insurance benefits, unless the employee is terminated, retired, or their position is no longer available.

D. District Notice Return to Work Physical:

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

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

ARTICLE 22: LIFE INSURANCE

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

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

ARTICLE 23: EMPLOYEE ASSISTANCE PROGRAM

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

CHAPTER IV LEAVES AND HOLIDAYS

ARTICLE 24: VACATION LEAVE

A. Vacation Leave

1. Definition

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

2. Vacation Bidding

- a. Percentage of Staff on Vacation: The District shall allow a number of personnel off equal to 10% of each EMT and Paramedic positions.
- b. District Vacation Cancellation: Under extreme circumstances the District reserves the right to cancel all leaves due to emergency conditions. In the event the District cancels an employee's Vacation, the District guarantees that the employee will not lose canceled time due to any restrictions, and that the employee has one (1) calendar year in which time to take the canceled time. In the event that the canceled Vacation time is not taken that year, the employee shall have first selection for Vacation in the next bid period. The first selection would be to choose the canceled Vacation only.
- c. Employee Vacation Cancellation: Employees may not cancel vacation that they selected during the first round of the bidding process. For other vacation, an employee may cancel a vacation request if the vacancy created from Vacation Leave has not been filled. Cancellation of Vacation Leave must be submitted per policy.
- d. Mandatory Call-Back: Employees on vacation shall not be subject to mandatory callback for any regularly scheduled days off before or after their scheduled VLF time.
- e. Holidays: No employee in this unit shall be allowed to bid or manually take vacation leave on Independence Day, Thanksgiving, Christmas Eve or Christmas Day.

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

f. Partial Shift Vacation

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

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

- i. The employee must obtain his/her own replacement for the partial of less than twelve (12) hours. Replacement will be paid at one and one-half (1 ½) times the base pay rate.
- ii. The total number of personnel allowable off will not exceed the maximum number of people allowed off as identified in this Section.

3. Vacation Accrual

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

Months of Service	Shift Personnel	Maximum Hour Balance
1 to 24	142.80 hours/year (11.90 hours/month)	238 hour maximum balance
25 to 60	183.60 hours/year (15.30 hours/month)	306 hour maximum balance
61 to 120	204 hours/year (17 hours/month)	340 hour maximum balance
121 to 180	244.80 hours/year (20.4 hours/month)	408 hour maximum balance
181 to 240	265.20 hours/year 22.10 hours/month)	442 hour maximum balance
241 or more	285.60 hours/year (23.80 hours/month)	476 hour maximum balance

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

4. Vacation Sell-Back

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

ARTICLE 25: [RESERVED]

ARTICLE 26: PERSONAL LEAVE

A. Bereavement Leave

Employees shall be eligible for up to five (5) working days of leave for day shift personnel, and three (3) 24-hour shifts off, without loss of pay or benefit for the purpose of arranging for and attending the funeral of a member of the immediate family and/or for the purpose of coping with the emotional consequences of death in the immediate family. For purposes of this section, immediate family includes spouse, child, mother, father, grandchild, grandmother, grandfather, mother-in-law, father-in-law, grandmother-in-law, grandfather-in-law, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or any person domiciled in the employee's household. Vacation benefits and/or leaves of absence may also be available if additional time away is required and can be accommodated by the District. For purposes of this section, a step relative of any of the relatives listed above shall be treated in the same manner as the listed relatives.

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

B. Emergency Leave

Definition

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

1. Time Allowances

Employees may receive up to a maximum of 48 hours per calendar year for purposes of attending bona fide emergencies. Each incident of emergency leave use exceeding two (2) 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 24 hours if there are abuses of the system.

C. Child Birth Disability Leave

An employee who gives birth to a child may use up to a maximum of six weeks of paid leave after the birth of the child during the disability period. This paid leave is independent of other District accrued leave (SL, VL) and will run concurrently with protected leaves (FMLA/CFRA/PDL). The District shall require written confirmation of an employee's eligibility for this leave from the employee's health care provider. The Child Birth Disability Leave will commence on the date of the childbirth and extend only so long as the employee is actually disabled by childbirth up to the six week maximum.

ARTICLE 27: JURY DUTY

- A. Employees summoned for jury service will be released from scheduled duty without loss of pay for those periods they are required to be present at the courthouse provided they have requested “telephone standby.” Employees summoned for jury service shall request “telephone standby” where available and appropriate, in writing either on the summons questionnaire or by separate letter and forward a copy of the request to Administration.
- B. Employees who are assigned to “telephone standby” by the Jury Commissioner shall notify their supervisor of this fact and report to work as scheduled. The District shall arrange suitable work assignments for employees on telephone standby so that they may be relieved of duty upon receiving notice to report for jury duty.
- C. To receive pay for work time lost, the employee must provide the District with a statement signed by an official of the court, certifying the employee’s service as a juror or appearance in court for that purpose, the date or dates of attendance, and the time released from attendance.
- D. Day Shift Personnel
If the employee is on jury duty less than four (4) hours, he/she will be required to work the remainder of the day.
- E. Twelve (12) Hour Shift Personnel
 1. If a shift employee is required to return to jury duty the following day, then they do not need to return to work. If the jury duty is complete, then they need to return to work. If jury duty starts again on Monday after closing on Friday, then the employee needs to report to work on Friday, Saturday, and/or Sunday if their assigned shift is working any of those shifts. During the Sunday shift, the employee shall be released at 2000 hours, so they will be rested for the Monday morning jury duty assignment.
 2. If the employee is required to report for jury duty on the day following his/her assigned duty shift, employee shall be released from duty twelve (12) hours prior to the end of his/her assigned duty shift for the purpose of assuring rest and alertness in the performance of jury duty.
 3. The supervisor shall arrange for replacement personnel, as required.

ARTICLE 28: RECOGNIZED HOLIDAYS

The District shall observe official holidays in accordance with the following designated holiday schedule

Employees will be paid time and a half for holidays worked.

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

- A. Unless otherwise directed by the Fire Chief based on the essential operational needs of the District, a modified work schedule consisting of routine equipment and station maintenance, apparatus and equipment readiness, public education programs, and emergency work will be in effect on designated holidays.

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

A. Conversion from 24 Hour Shift to Day Shift

In order to provide equivalent period of time off regardless of shift schedule, accrued Vacation for employees who are re-assigned from a twenty-four (24) hour shift to a Day Shift schedule will be reduced (i.e., divided) by a factor of 1.2 which is the fraction between a forty eight (48) hour week and a forty (40) hour week. Conversion will apply to shift personnel who are assigned to Day Shift for thirty (30) days or more.

B. Conversion from Day Shift to 24 Hour Shift

In order to provide equivalent periods of time off regardless of shift schedule, accrued Vacation for employees who are re-assigned from a Day Shift assignment to a twenty-four (24) hour shift schedule will be increased (i.e., multiplied) by a factor of 1.2, which is the ratio between a forty eight (48) hour week and a forty (40) hour week.

C. Reporting Time-Off Benefits

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

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

ARTICLE 30: DUTY HOURS AND SCHEDULE

A. Work Schedule:

Employees assigned to 24 hour Units (12 hour Day & 12 hour Night) or 12 hour “Day” Units (12 hour Day) work schedule shall work forty-eight (48) hours in a seven (7) day duty cycle. The cycle will start at 0800 on Sunday and End on the following Sunday at 0800). The duty cycle shall be scheduled as follows:

24 hour Units (12 hour Day & 12 hour Night)

Day (12) XOXOOOO

Night (12) XOXOOOO

12 hour “Day” Units (12 hour Day)

Day (12) XXXXOOO

Night (12) OOOOOOO

Where: X = Twelve (12) consecutive hours on duty

O = Twelve (12) consecutive hours off duty

B. Options:

1. 24 hour Units (12 hour Day & 12 hour Night) Personnel will start their shift at 0800 and continue for a period of two (2) - twelve (12) hour periods for a total of twenty-four (24) hours.
2. 12 hour “Day” Units (12 hour) Personnel will work for a period of one (1) - twelve (12) hour period for a total of twenty-four (24) hours. 12 hour “Day” Units (12 hour Day) start times are subject to change for District need.

C. Personnel will start their shift at 0800 and continue for a period of either twelve to twenty four hours.

Start time will be determined by District need. Shift will continue for one continuous 12 hour period during any 24 hour period.

D. An employee shall not work more than 60 consecutive hours without a 10 hour break, except for emergency responses outside of the District’s jurisdiction

ARTICLE 31: FILLING NECESSARY SHIFT VACANCIES

A. Paramedic and EMT Staffing (Staffing Manual will be used as a reference)

B. Paramedic Staffing

Paramedic staffing shall be maintained by using on-duty Paramedics in excess of the minimum number per shift set forth in Section A of this Article. The excess Paramedics shall be known as the Detail Pool. The Detail Pool shall be set at a ratio of ten percent (10%) of the total Paramedic positions per shift and a ratio of ten percent (10%) of the total EMT positions per shift.

ALS Medic: 2 (two) employees, 1 (one) of which needs to be ALS

BLS Medic: 2 (two) employees

C. Filling Shift Vacancies

1. Unless otherwise provided herein, the District shall observe the following procedure in sequential order when filling vacancies created by leave time taken within each rank. The District will make every effort to complete staffing and begin the callback process at least ten (10) days prior to the vacancy.
2. In the event that the constant staffing goes above or below the specified levels for a period in excess of ninety (90) days the District and the Union shall agree to meet and confer on the overage causes, and possible remedies.
3. Voluntary Callback of off-duty personnel shall be by the District's callback system as identified by District policy.
4. Mandatory Recall by a chief officer or designee, of off-duty personnel of the needed rank, utilizing the roster of Operations-assigned line personnel, in inverse order of seniority by time in-grade. Personnel subject to mandatory recall for duty shall be moved to the bottom of the respective recall list.
5. Mandatory "Hold-Over" of the off-going person for the needed rank in the station with the vacancy. All employees have the obligation to remain at their assignments until properly replaced, unless excused by a chief officer. If more than one person of the needed rank is going off-duty from the same station, this mandatory obligation falls upon the person with least seniority, by time in-grade, unless a person with greater seniority volunteers.
6. Where the employee is held two (2) hours or more in a holdover, it shall constitute a mandatory.

ARTICLE 32: REQUESTS FOR TRANSFER AND STATION BIDDING

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

ARTICLE 33: SHIFT TRADES

- A. Paramedics and EMTs are allowed to swap unlimited hours per month that are mutually arranged and agreed to between the trading employees, which does not obligate the District to additional cost liability (any exception must be authorized by EMS Captain).
- B. Probationary Paramedics and EMTs shall be allowed to request shift trades from other Paramedics and EMTs. The maximum hours allowed shall be forty-eight (48) hours per month.
- C. Other conditions are:
 - 1. Neither the District nor the officer shall be held responsible for enforcing any agreement made between employees.
 - a. If the commitment to work a trade is broken, as a result of a Workers' Comp Injury, within one hundred and twenty (120) hours of the shift to be worked, there shall be no penalty per the Staffing Manual..
 - b. Shift No Shows will be handled according to the Staffing Manual. Any changes to the Staffing Manual will be subject to Meet and Confer.

If an employee has three (3) Swap No Shows, the employee's swap opportunity shall be revoked for a period of six (6) months starting from the date of the third Swap No Show. Swap penalties and probation shall not apply to members undergoing workers compensation cases.

- D. Employees who are working a shift swap shall not be moved from their shift swap assignment/position, unless there is a business need (i.e., paramedic need)
 - 1. The intent of this language is applicable to all employees who swap with another employee of "like" skills. If the shift swap is made with another individual who may not possess "like" skills (i.e. paramedic) then the SON individual may be moved to accommodate District needs.

**CHAPTER VI
PROBATION, TRANSITION, DISCIPLINE GRIEVANCES**

ARTICLE 34: TRANSITION PERIODS

A. Length of New Hire Probationary Period:

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

Absences, light duty, modified duty, day assignments and any other assignment other than full duty status shall not count towards this twelve (12) month period of time.

Successful completion of probation will require a task book review, oral review panel and testing process at six (6) months and twelve (12) months. The oral review panel will be made up of personnel from the District and shall have one designee member of the Local 522.

B. Transitioning from EMT to Paramedic:

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

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

Successful completion of probation will require a task book review, oral review panel and testing process at 3 and 6 months. The oral review panel will be made up of personnel from the District and shall have one designee member of the Local 522.

C. Disposition of Probationer:

Continuous service in the position after the expiration of the probationary shall constitute a regular appointment. Any employee demoted during his or her probationary period following a transition to Paramedic shall be reinstated in the position prior to transition.

D. When a Paramedic employee transitions out of the EMT and Paramedic MOU, pay and incentives do not carry over to the 522 Suppression MOU. (e.g. If a Paramedic transitions to a Recruit Firefighter position, their pay will be at the Recruit Firefighter pay with no pay incentives/allowances, etc.)

ARTICLE 35: TRANSITION TO FIREFIGHTER

A. The criteria that must be met to qualify a Paramedic to a Firefighter position are as follows:

1. All requirements set by the District must be met prior to the Firefighter Academy:
 - a. Must possess a Paramedic License accredited in Sacramento County and be in good standing with the District.
 - b. Must possess a valid Candidate Physical Ability Test (CPAT) from a provider licensed by the IAFF/IAFC. The CPAT must have been obtained within one year prior to the date of application to Firefighter.
2. The Union and the District agree to rank the Paramedics on the same hiring list as external candidates based on performance, and successful score of the oral panel interview process. Paramedics will be placed into the Firefighter Academy based on this ranked list and needs of the District.
3. Employees that are not transitioned upon completion of the interview process will not be placed on the eligibility list. Candidates will have to re-compete for the next Firefighter Academy.
4. Internal candidate and years of service points:

B. Years of service points shall be added to the overall score of the candidates who successfully pass all phases of the examination. Years of service points are not cumulative:

- 1 year of service = 1 percentage point
- 3 years of service = 3 percentage points
- 5 years of service = 5 percentage points

ARTICLE 36: DISCIPLINARY ACTIONS

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

15. Other failure of good behavior during or outside of duty hours which is of such a nature that it causes discredit to the District or his/her employment.
 16. Physical altercations
 17. Theft
 18. Willful misrepresentation of the District.
 19. Refusal or inability to perform assigned duties within the scope of the classification assignment which results in performance lower than that which is typically required of a similar employee in a similar position.
 20. Any act or conduct that is discriminatory toward another person's race, color, national origin, sex (including sexual harassment, marital status, or pregnancy condition), religious beliefs.
- E. Notice of any proposed disciplinary action shall be provided to the employee in writing and shall include:
1. A statement of the nature of the proposed disciplinary action
 2. The effective date of the proposed action
 3. A statement of the reasons therefore; and
 4. A statement advising the employee of the time and place at which he/she may respond to the Notice of Proposed Disciplinary Action
- F. In the event the employee who is the subject of the proposed disciplinary action presents evidence which results in the withdrawal of the Notice of Proposed Disciplinary Action, all reference to said Notice shall be removed from the employee's personnel file.
- G. Recommendations for Disciplinary Action shall not be entered in the employee's personnel file except when attached to and made a part of a Counseling Memo or actual Disciplinary Action. Records contained in an individual employee's personnel file shall be removed in accordance with the following schedule:

Disciplinary Actions:

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

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

Any appeal to the three-member hearing board must be submitted in writing to the District's Human Resources Manager within 20 calendar days of the employee's receipt of the final order imposing a Written Reprimand or Suspensions of one (1) shift. The hearing shall be expedited. The hearing shall be evidentiary, but formal rules of evidence

shall not apply. Upon close of the hearing, oral arguments shall be made and the three-member hearing board shall render its' decision at the conclusion of deliberations. Finalized deliberations are required to take place on the same date as the hearing date. No extensions will be allowed. The parties agree that decision of the hearing Board shall be final and binding upon the parties. The parties expressly acknowledge that any employee choosing to utilize this hearing process waives any right he or she may have to utilize the alternative OAH process set forth in Article 36 (I).

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

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

All other Disciplinary Actions
After 4 years

H. Counseling Memos

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

I. Disciplinary Appeals:

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

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

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

ARTICLE 37: GRIEVANCE PROCEDURE

A. Definitions:

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

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

B. Time Limits:

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

C. Presentation:

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

D. Procedure:

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

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

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

The Human Resources Manager shall conduct such investigation as deemed appropriate and shall issue a written determination within twenty (20) days of the date which the grievance is first presented at Step 2. If the

determination is not satisfactory to the grievant, the Union may request that the matter be submitted to binding arbitration.

STEP 3:

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

APPENDIX A. GRIEVANCE FORM

SACRAMENTO METROPOLITAN FIRE DISTRICT

**GRIEVANCE FORM
STEP 2**

TO: Human Resources Manager

FROM:

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

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

- 3. Remedy or correction requested of the District:

Print Employee Name

Employee Number

Employee Signature

Date

**CHAPTER VII
MISCELLANEOUS PROVISIONS**

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

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

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

ARTICLE 39: DRIVER'S EXAMINATION

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

ARTICLE 40: SAFETY

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

ARTICLE 41: SENIORITY

- A. Seniority time as a Paramedic will not apply in the suppression classification.
- B. Seniority will be based on the performance in the EMT and Paramedic Academy at the time of graduation.

ARTICLE 42: REDUCTIONS IN FORCE AND RECALLS

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

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

ARTICLE 43: HOUSE FUND

- A. All members of the Bargaining Unit shall be enrolled as members of the House Fund and have a monthly fee for such fund deducted from their payroll. Employees shall hold the District harmless for House Fund provisions. As of January 1, 2023 the House Fund is \$42.00.

- B. Employees temporarily assigned to day assignment shall continue to contribute their Bargaining Unit's House Fund amount but the Day House Fund amount shall be deducted from that amount.

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

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

For example:

1st Year: \$42.00 + \$1.00 = \$43.00
2nd Year: \$43.00 + \$1.00 = \$44.00

ARTICLE 44: MILEAGE REIMBURSEMENT

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

ARTICLE 45: UNION BULLETIN BOARD

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

ARTICLE 46: DEFERRED COMPENSATION

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

ARTICLE 47: PERSONAL PROPERTY

- A. Employees shall be reimbursed for the repair or replacement of personal property damaged in the course and scope of employment. The option to repair or replace damaged items, and whether replaced property will be returned to the employee, will be at the sole discretion of the District. It is the intent of this policy to provide payment reimbursement for the repair or replacement of an employee's personal property if necessarily worn or carried in the employee's course and scope of employment such as, or related to, watches, eyeglasses, hearing aids, and dental devices.

- B. The policy shall not apply to:
 - 1. Precious or semi-precious gems, metals or settings
 - 2. Vehicles of any type or kind
 - 3. Property in the care and control of another person
 - 4. Money, notes of monetary value, or facsimile
 - 5. Property damage due to negligence, deliberate destruction, carelessness, or ordinary wear and tear
 - 6. Cost incurred for replacement or repair of personal property in excess of one hundred dollars (\$100.00).

- C. Employees applying for repair or replacement of damaged personal property shall be required to report specific circumstances surrounding the incident that resulted in damage to personal property.

- D. The amount reimbursed by the District may not be recovered by any other means.

- E. The provisions of this policy shall not apply if the employee has concealed or misrepresented any material fact or circumstance, or in the case of fraud or false statements by the employee in relation to such claim.

ARTICLE 48: PHYSICAL FITNESS

Voluntary Physical Fitness Program

A. Suppression Employees

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

B. Day Employees

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

ARTICLE 49: PARITY SURVEY

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

ARTICLE 50: LONGEVITY PAY

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

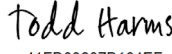
SIGNATURE PAGE

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

**SACRAMENTO METROPOLITAN
FIRE DISTRICT**

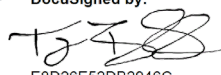
12/22/2022

Date

DocuSigned by:

41FD83287B164EE...
Todd Harms, Fire Chief

12/20/2022


Date

DocuSigned by:

F8D26E52DB2946C...
Ty Bailey, Deputy Chief

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


12/20/2022

Date

DocuSigned by:

330ADE1773394D0...
Trevor Jamison, President, Local 522

12/20/2022

Date

DocuSigned by:

C23F49230A88449...
Matt Cole, Vice President, Local 522