

MEMORANDUM OF UNDERSTANDING

MANAGEMENT EMPLOYEES ORGANIZATION

and the

COSUMNES COMMUNITY SERVICES DISTRICT

JULY 1, 2013 - JUNE 30, 2017

TABLE OF CONTENTS

ARTICLE 1 AGREEMENT:	1
ARTICLE 2 BARGAINING UNIT CERTIFICATION AND RECOGNITION:	2
ARTICLE 3 VALIDITY OF AGREEMENT:	3
ARTICLE 4 EMPLOYMENT WITH THE COSUMNES COMMUNITY SERVICES DISTRICT	4
4.1 SELECTION OF PERSONNEL	4
4.2 EMPLOYMENT PROCEDURES.....	4
ARTICLE 5 EVALUATION	5
5.1 DURING TRIAL PERIOD	5
5.2 YEARLY EVALUATIONS	5
ARTICLE 6 COMPENSATION	6
6.1 WAGES	6
6.2 SALARY RANGE ADJUSTMENTS	6
6.3 STEP ADVANCEMENT.....	6
6.4 UNIFORMS	6
6.5 UNIFORM MAINTENANCE	7
6.6 PROMOTION	7
6.7 FLSA.....	7
6.8 EQUITABLE WORK CONTROLS.....	7
6.9 EDUCATION ASSIGNMENTS.....	8
6.10 CALL-BACK COMPENSATION.....	8
6.11 PAY PERIODS	9
6.12 OES ASSIGNMENTS	9
6.13 DEFERRED COMPENSATION	9
6.14 LONGEVITY PAY	9
6.15 EDUCATIONAL INCENTIVES	10
6.17 DAY INCENTIVE	10
6.18 PARAMEDIC LICENSE.....	10
ARTICLE 7 WORKING CONDITIONS	11
7.1 TRIAL PERIOD.....	11
7.2 HOURS OF WORK.....	11
7.3 APPEARANCE OF UNIFORMS	12
7.4 SMOKING	13
7.5 DRIVER'S LICENSE	13
7.6 MEDICAL EXAMINATION	13
7.7 CONVERSION FACTOR - 24 HOUR SHIFT TO 8 HOUR DAYS	13
7.8 RE-ASSIGNMENT	13
7.9 WELLNESS PROGRAM.....	14
ARTICLE 8 BENEFITS	15
8.1 INSURANCE BENEFITS.....	15
8.2 RETIREMENT BENEFITS	15
ARTICLE 9 HOLIDAYS	18
9.1 HOLIDAYS	18
9.2 NON-SHIFT EMPLOYEES	18
9.3 EMPLOYEES ASSIGNED TO A TRADITIONAL THREE (3) PLATOON SHIFT SYSTEM	18
9.4 HOLIDAY PAY.....	18

ARTICLE 10 ANNUAL LEAVE	20
10.1 ANNIVERSARY DATE	20
10.2 ACCRUAL	20
10.3 ANNUAL LEAVE BANK	21
10.4 COMPENSATION UPON SEPARATION.....	22
10.5 ANNUAL LEAVE REQUESTS	22
10.6 PRIOR APPROVAL	23
ARTICLE 11 OTHER LEAVES.....	24
11.1 SICK LEAVE.....	24
11.2 MANAGEMENT LEAVE.....	25
11.3 FUNERAL LEAVE	25
11.4 JURY DUTY LEAVE	26
11.5 RELIGIOUS HOLIDAY LEAVE	27
11.6 MILITARY LEAVE	27
11.7 PERSONAL LEAVE.....	27
11.8 FAMILY CARE LEAVE	28
11.9 LEAVE FOR COURT APPEARANCE.....	28
11.10 ABSENCE WITHOUT LEAVE	28
11.11 EXPIRATION OF LEAVE	29
11.12 EMERGENCY LEAVE	29
ARTICLE 12 SEXUAL HARASSMENT.....	31
ARTICLE 13 DISCIPLINARY ACTION	32
13.1 DEFINITION.....	32
13.2 PROGRESSIVE DISCIPLINE.....	32
13.3 WHO MAY INITIATE	32
13.4 CAUSES FOR DISCIPLINARY ACTION.....	32
13.5 PROCEDURE FOR IMPOSING DISCIPLINARY ACTION ON A REGULAR EMPLOYEE.....	33
13.6 ADMINISTRATIVE APPEALS OF DISCIPLINARY ACTIONS	34
13.7 IMMEDIATE EFFECT	37
13.8 TIMELINE FOR DISCIPLINE	37
13.9 ADVERSE COMMENT RIGHTS; PERSONNEL FILE.....	38
13.10 RIGHT TO INSPECT PERSONNEL FILE.....	38
13.11 SUPERSESSION AND CONTROLLING LANGUAGE	38
ARTICLE 14 GRIEVANCE PROCEDURE.....	40
14.1 PURPOSE.....	40
14.2 DEFINITIONS	40
14.3 INFORMAL LEVEL	40
14.4 LEVEL I.....	40
14.5 LEVEL II	40
14.6 GENERAL PROVISIONS	42
ARTICLE 15 SEPARATION FROM SERVICE	43
15.1 LAYOFF	43
15.2 RESIGNATION	43
ARTICLE 16 RULES AND REGULATIONS GOVERNING EMPLOYEE CONDUCT	44
16.1 PROFESSIONAL ATTITUDE AND CONDUCT	44
16.2 SAFETY RULES	45
16.3 ON-THE-JOB ACCIDENTS	45
ARTICLE 17 DRUG AND ALCOHOL TESTING.....	46
17.1 EMPLOYEES SUBJECT TO TESTING.....	46
17.2 DEFINITION OF DRUGS.....	46

17.3	DEFINITION OF AN INTOXICANT	46
17.4	REASONABLE SUSPICION DRUG TESTING	46
17.5	TIPS OR ADVICE.....	46
17.6	ACCIDENTS.....	46
17.7	TESTING.....	47
17.8	IMMEDIATE SUSPENSION	47
17.9	IMMEDIATE TERMINATION	48
ARTICLE 18 TERMS OF AGREEMENT		49
18.1	DURATION	49
18.2	REOPENERS.....	49
18.3	CONDITIONS OF AGREEMENT.....	49
18.4	SUCCESSOR NEGOTIATIONS.....	49
APPENDIX "A"		51
I.	ACTIVE EMPLOYEES.....	51
II.	RETIRED UNIT EMPLOYEES.....	56
APPENDIX "B"		59
APPENDIX "C"		61
APPENDIX "D"		62

ARTICLE 1 AGREEMENT:

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement, hereinafter referred to as "Agreement", by and between the Cosumnes Community Services District, hereinafter referred to as the "District" and the Management Employees Organization, hereinafter referred to as the "MEO".
- 1.2 It is the intent of the parties that this Agreement should assist in achieving and maintaining harmonious relationships between the District, represented employees, and the MEO.
- 1.3 Neither the District nor the MEO, in the exercise of their individual or organizational rights, shall discriminate against an employee because of his/her race, color, age, sex, religious creed, national origin, ancestry, medical condition, physical and/or mental disabilities, marital status, sexual identity or sexual orientation under the terms and provisions of this Agreement.
- 1.4 The Agreement is entered into pursuant to Section 3500 *et seq.* of the California Government Code.
- 1.5 The Agreement applies only to District employees in the representation unit set forth in Appendix "D".
- 1.6 It is the mutual understanding of the parties that this Agreement is of no force or effect until ratified by the MEO and submitted to, and approved, by the District Board of Directors.
- 1.7 It is understood and agreed that this Agreement supersedes and replaces all previous agreements on these points by and between the District and the MEO.

COMS

ARTICLE 2 BARGAINING UNIT CERTIFICATION AND RECOGNITION:

- 2.1 As defined in the District Employer-Employee Relations Resolution, the District has certified and recognizes the Management Employees Organization as the bargaining representative for those full-time employees occupying the classifications listed in Appendix "D" attached hereto and incorporated by reference as part of the Agreement.

SVS

ARTICLE 3 VALIDITY OF AGREEMENT:

- 3.1 If any Article or provision of this Agreement, or any portion thereof, is in conflict or inconsistent with applicable law or is otherwise be held to be invalid or unenforceable by a court of competent jurisdiction, such decision shall only apply to the specific article, section, provision or portion thereof directly specified in the decision, and the remainder of the Agreement shall not be affected.

SWS

ARTICLE 4 EMPLOYMENT WITH THE COSUMNES COMMUNITY SERVICES DISTRICT

4.1 Selection of Personnel

4.1.1 The District does not operate under a civil service system.

4.1.2 The District encourages employment of qualified District residents. Persons who reside within or outside District boundaries, however, may be employed based on their knowledge, ability, and skills to perform the duties of the job for which they applied.

4.1.3 The District reserves the right to deny employment to, or terminate, any applicant who misrepresented a material fact on the "Application for Employment."

4.2 Employment Procedures

4.2.1 Job Descriptions

There will be a job description recommended by the Fire Chief with the concurrence of the General Manager and approved by the Board of Directors, on file for each position in the bargaining unit. A copy of the job description will be given to the employee. A job description shall describe the position, the typical duties and the education and abilities of the job.

4.2.2 Management/Supervisory Personnel

The selection, layoff, discipline, or termination of bargaining unit members shall be effected by the Fire Chief with the concurrence of the General Manager.

4.2.3 Employee Review

An electronic version of this MOU shall be available to all unit employees on the District Intranet and Business Portal. It is the responsibility of unit employees to review and become familiar with the information contained herein

ARTICLE 5 EVALUATION

5.1 During Trial Period

All employees appointed for bargaining unit positions will be hired on a trial basis.

5.1.1 Employees will typically receive an evaluation at four (4), eight (8) and twelve (12) months.

5.1.2 At the end of the trial period, if retained in employment, the employee will receive regular status.

5.1.3 The trial period is defined in Section 7.1.

5.2 Yearly Evaluations

After receiving regular status, an employee will typically be evaluated at least once a year. The employee's supervisor will discuss the evaluation with the employee and then forward it, with the employee's written comments attached, to the Fire Chief for approval/denial and placement in the employee's personnel file. The employee will receive a signed copy of the evaluation including all comments from the supervisor, the employee, and the Fire Chief.

ARTICLE 6 COMPENSATION

6.1 Wages

Employees shall be compensated in accordance with the salary schedule which is attached as Appendix "C". Unit members who entered into the bargaining unit prior to July 1, 2013 shall be identified as Tier I unit members. New members who entered into the bargaining unit after October 1, 2013 shall be identified as Tier 2 unit members and compensated at a new salary range.

6.2 Salary Range Adjustments

Tier I Unit Members:

Effective October 1, 2013, base salary ranges shall be increased by 22%.

Additionally, the salary range for Tier 1 unit members shall be adjusted by nine percent (9%) in recognition of the FLSA status change. Each step within the range shall be calculated in increments of five percent (5%) between each step and then rounded to the nearest dollar.

Effective October 1, 2014, MEO members shall receive a salary adjustment based on the availability of funds.

Terms: There shall be a one percent (1%) increase for every two percent (2%) growth in the Elk Grove Property Tax Revenue for the 2013/2014 Fiscal Year. The salary adjustment shall be no less than two percent (2%) or no more than four percent (4%).

6.3 Step Advancement

Advancement from one salary step to another shall be contingent upon:

- 6.3.1 the absence of an unsatisfactory job performance evaluation; and
- 6.3.2 completion of twelve (12) months of service in the class on the preceding step; and/or
- 6.3.3 completion of any educational requirements established through collective bargaining.

6.4 Uniforms

6.4.1 Annual Allowance for Uniforms

The District will annually provide each unit member with One Thousand Dollars (\$1,000) to be used for the purchase of Department designated uniforms, and up to Three Hundred Dollars (\$300.00) for replacement safety footwear supported by a demonstrated need. Procedure for determining need to be jointly determined.

6.4.1.1 This One Thousand Dollars (\$1,000) will be provided on a pro-

rated basis to each employee as part of their regularly issued paycheck.

6.4.1.2 This allowance shall be used to purchase Class B uniform pants, Class B uniform shirts and OSHA-approved safety boots of the type set forth in Department policy.

6.5 Uniform Maintenance

Each employee is responsible for the upkeep and maintenance of his/her uniform. If utilized by the employee, the Department's uniform supplier will initially affix insignia on new uniforms.

6.6 Promotion

Promotion from one job classification to another shall be contingent upon the existence of a vacancy, satisfactory demonstration of qualifications in a manner to be specified by the District, and appointment by the Fire Chief.

6.6.1 Persons promoted to a higher paying job classification shall start at the salary step of the new salary range, if available, which provides a minimum of five percent (5%) more than their previous pay step.

6.7 FLSA

All MEO bargaining unit members shall be recognized as FLSA exempt and therefore, shall be exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).

6.8 Equitable Work Controls

6.8.1 For "extra" work of the type set forth below, an employee shall receive compensation at the "extra hours rate" of pay.

6.8.1.1 Mandatory callbacks to ensure District Operations

- a. Coverage of Battalion Chief shift vacancies,
- b. Emergency Recall,
- c. Deployments through the Master Mutual Aid System, or
- d. Deployments reimbursable through agreement or contract.

6.8.1.2 Special projects/operations of an unusual character

- a. Special project work inconsistent with normal assignment requiring extended extra hours commitment.

- b. Work requiring extended extra hours commitment as a result of a position vacancy,
 - c. Assignments by the Fire Chief/Deputy Chief to special detail requiring a commitment of extended extra hours.
- 6.8.2 Payment for “extra” hours identified in section 6.7.1.2 above requires approval in advance from the Fire Chief/Deputy Chief.
- 6.8.3 The “extra hours rate” of pay shall be sixty-eight dollars (\$68.00) tied to the maximum Fire Captain shift overtime hourly rate of pay.
- 6.8.4 Any increases to the maximum Fire Captain shift overtime hourly shall result in an equal adjustment to the “extra hours rate” above in section 6.8.3.
- 6.8.5 In appropriate cases, an employee may be temporarily assigned to either days or shift for the duration of the “extra” work assignment.
- 6.8.6 Should this attempt at equitable work controls jeopardize the District’s ability to treat MEO members as FLSA exempt, it shall immediately be discontinued. In such case, the parties will meet to discuss the effects.

6.9 Education Assignments

The following provisions pertain to shift employees who are directed by the District and/or request to attend a conference, school or similar activity.

- 6.9.1 If such an employee is directed to attend a conference or training activity on other than his or her regularly scheduled duty day(s), the District shall have the right to modify the employee's work schedule.
- 6.9.2 If such an employee directed by the District to attend a conference or training activity is precluded from working their regularly scheduled number of hours during that work period, as a direct result of said assignment, the District shall credit the employee with the time that he or she would have worked but for the temporary assignment.

6.10 Call-Back Compensation

In a case of Battalion Chief vacancy, members of MEO shall be afforded the right of first refusal for such a Battalion Chief vacancy. If no MEO member accepts the vacancy, the Fire Chief shall have the right to fill said vacancy as he/she determines necessary. If the Fire Chief determines a special District need exists that requires a vacancy be filled, he/she shall have the right to fill said vacancy as he/she determines necessary.

6.10.1 Battalion Chief Vacancy Defined

A vacancy in the position of Shift Battalion Chief shall be defined as a time

period during which the assigned employee is absent from their respective duty assignment and using a leave benefit to cover their absence. A Shift Battalion Chief vacancy is not created by an employee attending a meeting, training or other District or self-directed special assignment on behalf of the Fire Department while being compensated for time worked (Exception: Out of county Cal-EMA deployments constitute a vacancy). An employee assigned away from their normal duty location for District business shall not be considered absent and shall not create a vacancy as indicated in 6.8. Battalion Chiefs assigned away from their normal duty location may be covered typically for no more than 4 hours by other qualified on-duty MEO members, the Fire Chief, Deputy Fire Chief or an Acting Duty Chief. In the case of an Acting Duty Chief, use of an actor shall not create overtime for any Local 522 member without first offering vacancy to off-duty MEO members.

6.10.2 Minimum Staffing Shift Battalion Chief

A suppression qualified chief officer at the rank of Battalion Chief shall be assigned to each of the three (3) suppression shifts (A, B, C). Daily minimum staffing for shift Battalion Chief shall be one (1). In the event of a vacancy of the shift Battalion Chief, a replacement shall be identified using the procedures outlined in this section.

The District agrees to discuss the economic viability of increasing the daily minimum staffing of shift Battalion Chiefs upon the full time opening of a ninth fire station or the addition of a tenth company.

6.11 Pay Periods

Pay periods are monthly. Pay days are typically the last working day of the month.

6.12 OES Assignments

The following provisions pertain to employees assigned to OES duties:

6.12.1 If an OES assignment coincides with a regularly scheduled work day, the employee shall be credited with having worked their regular day for the Department on that day.

6.12.2 OES assignments on other than regularly scheduled work days shall be dealt with as set forth in the appropriate Fire Department policy/regulation.

6.13 Deferred Compensation

Interested employees may participate in lawful deferred compensation programs in accordance with District policy/regulations.

6.14 Longevity Pay

Effective October 1, 2013, all incentives in this category are eliminated.

6.15 Educational Incentives

Effective October 1, 2013, all incentives in this category except MA/MS Degree are eliminated.

- a. MA/MS Degree.....\$166.67 per month
- b. MA/MS Degree must be applicable to the services delivered by the CSD. Applicability is first determined by the Fire Chief or his/her designee. If the unit member disputes the Fire Chief's determination of applicability, the determination may be appealed to the General Manager, whose decision shall be final.

6.17 Day Incentive

There shall be a five percent (5%) day incentive paid to any Battalion Chief assigned by the District to days for a period of longer than thirty (30) consecutive calendar days.

6.18 Paramedic License

6.18.1 Each unit member required by the District to possess a Paramedic License as a condition of continued employment shall receive a stipend of Four Hundred Dollars (\$400.00) per month for the Paramedic License, plus One Hundred Twenty-Two Dollars (\$122.00) per month for the EMT stipend.

6.18.2 Other unit members who possess a Paramedic License, but are not required to maintain the license as a condition of continued employment, may be authorized by the Fire Chief to function in the capacity of a Paramedic. This authorization will not result in a payment of a stipend.

ARTICLE 7 WORKING CONDITIONS

7.1 Trial Period

7.1.1 Length of Trial Period

Each full-time employee of the District is required to satisfactorily complete a trial period of not less than twelve (12) consecutive calendar months. This shall apply to both initial hires as well as to promotions.

7.1.2 Extension of Trial Period

The trial period may be extended at the sole option of the District if:

- the District determines that the employee, for any reason, does not render service on at least seventy-five percent (75%) of the employee's scheduled working days during the trial period (the period will be proportionately extended); and
- the District determines that it is in the best interest of the District.

7.1.3 Part of the Selection Process

The trial period is a part of the selection process. As such, an employee may be released by the District at any time, and without a statement of reasons, at the sole discretion of the District.

7.1.4 Return to Former Position

If the employee being released during a trial period previously had regular status in another District position, they will be offered the opportunity to return to that position provided the release is not for cause (other than specific job performance deficiencies which would not be applicable to their former position).

7.2 Hours of Work

7.2.1 Work Schedule

7.2.1.1 Evenings and Weekends

There will be evening and weekend activities that may require the participation of District employees.

7.2.1.2 Work Week

- (a) The work week for employees shall be determined by the Fire Chief.
- Prior to implementing a temporary change, the Fire Chief shall consult with the affected employees.
 - Prior to making structural changes in staffing, the Fire Chief shall meet and confer prior to implementation of the change.
 - The Fire Chief shall, whenever reasonably possible, make temporary accommodations for an employee if the change results in a hardship.
- (b) The work schedule for day personnel shall generally be 0800 to 1600, five (5) days per week, except designated holidays. With the approval of the Fire Chief or his/her designee, day shift personnel shall have the option of working 9/80, 4/10 or other agreed to flex schedules within the FLSA work cycle.
- (c) In no case shall the work week result in less than two thousand eighty (2,080) hours annually.

7.2.1.4 Three-Platoon Work Schedule

Employees assigned to a traditional three (3) platoon, twenty-four (24) hour work schedule in fire suppression shall work a fifty-six (56) hour work week. The fifty-six (56) hour work week shall be scheduled as follows:

XXOOOOXXOOOOXX

Where: X = 24 consecutive hours on duty

O = 24 consecutive hours off duty

7.2.2 Absences

Absences which interfere with the orderly operation of the District, or which interfere with the satisfactory performance of duties, are cause of disciplinary action up to and including termination.

7.3 Appearance of Uniforms

All personnel will be neat and clean in appearance and dressed appropriately for the job to be performed. Supervisors will set an appropriate dress and appearance code for their respective divisions, with the Fire Chief's approval, to provide the best possible image of the District to the community.

7.4 Smoking

Smoking, and the use of tobacco products, is prohibited in all District facilities. (See Fire Department Policy 121.110.)

7.5 Driver's License

Maintenance of at least a Class "C" California Driver's License shall be a condition of continued employment for unit members.

7.5.1 The employee shall bear any costs of obtaining and maintaining a Class "C" driver's license.

7.6 Medical Examination

7.6.1 The District will bear the cost of any District-required physical examination.

7.6.2 Physicals shall either be required of all employees or shall be based upon articulable facts.

7.7 Conversion Factor - 24 Hour Shift to 8 Hour Days

To provide equivalent periods of time off regardless of schedule, accrued time off (including Vacation and Sick Leave Benefits) for employees who are assigned or appointed by the District to a Day Shift schedule will have their respective leave bank charged at a rate of 1.4 hours for every hour of leave used. This factor reflects the relationship between a fifty-six (56) hour week and a forty (40) hour week.

This section (conversion), does not apply to personnel who are not able (either by job description or qualification) to be assigned by the District to a suppression assignment (24 hour shift).

7.8 Re-Assignment

7.8.1 Vacancy

Absent any legitimate, articulated business need to the contrary, vacancies at the rank of Battalion Chief shall be *voluntarily* filled based on time in rank seniority order. The decision of the Fire Chief shall be final.

7.8.2 Transfer

7.8.2.1 Transfers may be initiated by Management for a legitimate business need.

7.8.2.2 A transfer may be requested by an employee. Any requested transfer shall be evaluated by Management in consult with the bargaining unit.

7.8.2.3 Absent a legitimate, articulated business need by Management, two employees may mutually agree on a transfer.

7.9 Wellness Program

7.9.1 The District shall maintain a "Wellness Program" as outlined within Department Standard Operating Procedure #121.126. Revisions shall only be made to that procedure in accordance with the "meet and confer" process.

7.9.2 Day shift employees shall be afforded up to 4.5 hours per week for voluntary participation in the physical fitness program. Not more than 1.5 hours may be used on any single day. The 1.5 hour period shall include prep and clean up.

ARTICLE 8 BENEFITS

8.1 Insurance Benefits

An eligible employee shall be entitled to receive medical, dental and other insurance benefits as set forth in Appendix "A."

8.2 Retirement Benefits

8.2.1 PERS Contract

Retirement benefits shall be provided to eligible employees in accordance with the appropriate, then existing, contract between the District and the Public Employees Retirement System (PERS).

The use of terms "classic member" and "new member" shall be as defined by CalPERS and the Public Employee Pension Reform Act of 2013 (PEPRA).

"Classic members" are those members who entered into membership with a retirement system on or before December 31, 2012 who do not meet the definition of "new member" in Government Code section 7522.04(f).

A "new member" is defined in Government Code section 7522.04(f) as any of the following:

1. An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and has no prior membership in any other public retirement system; or
2. An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and is not eligible for reciprocity with another public retirement system; or
3. An individual who established prior membership in a retirement system and after a break in service of more than six months, returns to active membership in that system with a new employer.

The District's contract with PERS shall include:

- Employees classified as "classic members":
 - 1959 Survivor Program including Section 21574 Fourth Level of 1959 Survivor Benefits

- One Year Final Compensation (Section 20024)
- Sick Leave Conversion to Years of Service (Section 20965). Refer to Appendix A Section D(e) for example.
- 3% at 50 retirement formula
- Employees shall pay, through monthly deduction, Three Percent (3%) of PERS Enhanced Benefit package.
- Employees classified as “new members”:
 - 1959 Survivor Program including Section 21574 Fourth Level 1959 Survivor Benefits
 - Three-Year Final Compensation (Section 7522.32)
 - Sick Leave Conversion to Years of Service (Section 20965). Refer to Appendix A Section D(e) for example.
 - 2.7% at 57 retirement formula

8.2.2 Employee Contribution

A. Employees classified as “classic members”:

Effective October 1, 2013:

- Members agree to cost sharing of an additional five percent (5%), for a total of an eight percent (8%), contribution toward the employer contribution rate.

Effective October 1, 2014:

- Members shall pay six percent (6%) of the employee member contribution.
- The District shall pay the three percent (3%) of the employees’ member contribution (EPMC).

Effective October 1, 2015:

- Members shall pay an additional three percent (3%) of the employees’ member contribution

- 3% of the employee paid cost sharing contribution shall be converted to the employee member contribution, for a total of twelve percent (12%) toward the Employee Member Contribution and five (5%) toward the Employer Cost Sharing.
- District contribution to the Employee Paid Member Contribution (EMPC) shall cease.

B. Employees classified as “new members”:

- Shall pay 50% of the PERS “normal costs” (as defined in PEPRRA).
- Shall be notified of the monthly contribution rate for the following fiscal year in the first quarter of each calendar year.

C. All applicable contributions identified in (A) or (B) above shall be made through payroll deduction on a pre-tax basis.

8.2.3 EPMC as Reportable Compensation

The District will treat Employer Paid Member Contributions to PERS as reportable compensation for retirement purposes.

ARTICLE 9 HOLIDAYS

9.1 Holidays

The District shall observe the following official holidays:

New Years Day	January 1
MLK Day	Typically Observed 3 rd Monday in January
President's Day	Observed 3 rd Monday in February
Easter Sunday	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Friday after Thanksgiving	4 th Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25

9.2 Non-Shift Employees

- 9.2.1 When the holiday falls on a Sunday, the holiday shall be observed on the following Monday; if the holiday falls on a Saturday, the previous Friday shall be declared a District holiday.
- 9.2.2 If an employee is required to work on a District holiday due to their regular work schedule, special event, or Departmental emergency, they shall be entitled to take another day off with the date subject to approval from the Fire Chief regarding the specific day.
- 9.2.3 The District may, in appropriate circumstances, designate another day to observe a holiday in lieu of the date specified above.

9.3 Employees Assigned to a Traditional Three (3) Platoon Shift System

In lieu of holidays, each such employee shall annually be granted four (4.0) additional shifts (96.00 hours) to be utilized in the same manner as annual leave.

9.4 Holiday Pay

9.4.1 24 Hour Shift Personnel

- (a) Each 24-hour shift assigned employee shall receive ninety-six (96) hours (4 x 24) of holiday leave, as compensation for holidays worked, each year.
- (b) A 24-hour shift employee may choose to either:

- Accrue holiday leave at the rate of eight (8) hours per month and have the hours carried over from year to year in accordance with Article 11.5; or
 - Be paid for up to ninety-six (96) hours of holiday leave at straight time pay.
 - The election to be paid is a one-time irrevocable decision that must be made in writing during the month of October for the coming year's holiday hours.
- (c) Payment shall be made annually in arrears for the remaining balance as of June 30th each year. This payment shall be made with the employee's November paycheck.

ARTICLE 10 ANNUAL LEAVE

10.1 Anniversary Date

For purpose of Sub-Article 10.2, the term anniversary date shall be that day on which the employee first rendered paid service to the District as a full-time or part-time employee.

10.2 Accrual

10.2.1 Each full-time employee shall be credited, in accordance with the anniversary date schedule set forth below, the following hours of annual leave:

a. Non-Suppression Qualified Employees

Month through and Including Month	Effective July 1, 2009	
	Hrs/Yr	Hrs/Mo
0	154.32 hrs	12.86
24*	(19.29 days)	
25	188.52 hrs	15.71
48	(23.57 days)	
49	222.84 hrs	18.57
108	(23.6 days)	
109	257.16 hrs	21.43
180	(32.14 days)	
181 and over	291.48 hrs	24.29
	(36.44 days)	

b. Suppression Qualified Employees

Month through and Including Month	Effective July 1, 2009	
	Hrs/Yr	Hrs/Mo
0	216 hrs	18
24*	(9 days)	
25	264 hrs	22
48	(11 days)	
49	312 hrs	26
108	(13 days)	
109	360 hrs	30
180	(15 days)	
181 and over	408 hrs	34
	(17 days)	

10.2.2 Entitlement to annual leave shall be earned on a monthly basis. A qualifying month of service shall be any month in which the employee is in paid status for more than fifty percent (50%) of the regularly scheduled work days.

10.2.3 Annual leave is used at a rate of one (1) hour of leave for every one (1) hour of time off, or 1 to 1. Suppression qualified Day employees who, by job classification and qualification, can be transferred by the District between a Day schedule and a Traditional Three Platoon (Shift) Schedule, shall accrue annual leave at the shift rate and have a utilization rate of one point four (1.4). The utilization rate of one point four (1.4) provides for equal calendar periods of leave.

EXAMPLE:

Assignment	Accrual	Usage
24 Hour Shifts	Shift Rate	1 hour of leave for 1 hour absent
Day Shift Suppression Qualified	Shift Rate	1.4 hours of leave for 1 hour absent
Day Shift Non-Suppression	Day Rate	1 hour of leave for 1 hour absent

10.3 Annual Leave Bank

10.3.1 Cash Out Options

- Option 1

(a) Tier 1 unit members, at their option, may choose a lump sum payment of up to fifty-six (56) hours if assigned to shift OR forty (40) hours if assigned to days, of annual leave each fiscal year. The option to cash out must be submitted no later than four months (4) prior to the month in which the employee wishes to receive the cash out payment, and is limited to annual leave that will accrue after the option is exercised.

(b) Compensation shall be at the employee's regular hourly rate of pay

(c) Suppression qualified Day employees shall have an annual leave reduction of 1.4 hour for each one (1) hour compensated.

- Option 2

(a) For Fiscal Year 2013/2014, members of MEO may elect, at their option, to cash out an additional 1-3 hours of vacation per month at their straight-time rate, for a total of 18 hours, beginning January 1, 2014. Hours may be cashed out in either equal monthly payments or

in one lump sum. The monthly payment option will come with regular payroll. Employees electing lump sum payment for Fiscal Year 2013/2014 will be paid in November of 2014. Employees must notify the District of the intent to cash out no later than November 1, 2013.

- (b) For Fiscal Year 2014/2015, members of MEO may elect, at their option, to cash out an additional 1-3 hours of vacation per month at their straight-time rate, for a total of 36 hours, beginning July 1, 2014. Hours may be cashed out in either equal monthly or in one lump sum. The monthly payment option will come with regular payroll. The lump sum payment for Fiscal Year 2014/2015 will be paid in November of 2015. Employees must notify the District of the intent to cash out no later than June 30, 2014.

10.3.1 Cap

No employee may have credited to their account more than one and one-half times (1 1/2) their prior year's accrual rate of combined annual leave (e.g., a non-shift employee with 3-4 years of service could carry over 180 hours).

If an employee has accumulated vacation hours in excess of the permitted cap, accrual of vacation hours shall be suspended and the employee shall accrue no additional hours until their balance is below the cap.

10.3.2 Request for Continuance of Accrual

Requests to continue accrual shall be approved at the discretion of the Fire Chief based upon an assessment of the employee's extraordinary circumstances and the operational needs of the District.

Any request to accrue additional hours shall include a statement of the extraordinary circumstances and a plan which will liquidate the excess in the coming calendar year.

10.4 Compensation Upon Separation

At the time of separation for any reason, an employee shall be compensated at his/her then current base hourly rate, for all annual leave and holiday premium hours earned, accumulated and not used up to and including the effective date of separation.

10.5 Annual Leave Requests

Request for leave must be submitted to the employee's immediate supervisor. Annual leave shall typically be approved unless extraordinary operational needs prevent the release of the employee for the time requested.

- 10.5.1 Except for extraordinary circumstances, no employee shall be permitted to utilize annual leave until they have been employed by the District for at least six (6) months.

10.6 Prior Approval

Employees shall obtain written or verbal approval for annual leave utilization.

A handwritten signature in black ink, appearing to read "S. J. Smith", is located in the bottom right corner of the page.

ARTICLE 11 OTHER LEAVES

11.1 Sick Leave

11.1.1 Definition

Sick Leave, as used in this Agreement, shall be defined as absence from work without loss of pay because of the employee's non-service connected illness or injury, or that of a member of the employee's immediate family, as defined in 11.3.1. Sick leave used for purposes of caring for a family member shall be recorded as "Family Leave."

11.1.2 Accrual

Each shift employee shall earn sick leave at a rate of 24 hours per month. A month of service shall be any month in which the employee is in paid status for more than fifty percent (50%) of the regularly scheduled work days. Employees shall be entitled to accumulate sick leave on an unlimited basis.

11.1.3 Verification

An employee who is absent because of sick leave, for three (3) or more consecutive work days, may be required by the Fire Chief to furnish a letter from their doctor stating that they have been under the doctor's care. The letter shall further state when the employee is expected to be able to return to work; whether the employee has been unconditionally released to return to normal duties; if not unconditionally released, the doctor shall specifically list any applicable restrictions. Should any restrictions be placed upon the employee's return, the District shall have sole authority to determine whether the employee shall return to work and under what conditions.

In circumstances where a pattern of abuse is suspected, the doctor's certification set forth above may be required after any use of sick leave if so directed by the Fire Chief.

11.1.4 Retirement

Unused sick leave may be converted for retirement credit in accordance with Appendix A, Section F.

11.1.5 Separation

Unused sick leave is not compensable upon separation from service except for retirement purposes in stated in 11.1.4.

11.1.6 Sick Leave Usage

Sick leave is used at a rate of one (1) hour of leave for every one (1) hour of time off, or 1 to 1. Suppression qualified Day employees who, by job classification and qualification, can be transferred by the district between a Day schedule and a Traditional Three Platoon (Shift) Schedule, shall accrue annual leave at the shift rate and have a utilization rate of one point four (1.4). The utilization rate of one point four (1.4) provides for equal calendar periods of leave.

EXAMPLE:

Assignment	Accrual	Usage
24 Hour Shifts	Shift Rate	1 hour of leave for 1 hour absent
Day Shift Suppression Qualified	Shift Rate	1.4 hours of leave for 1 hour absent
Day Shift Non-Suppression	Day Rate	1 hour of leave for 1 hour absent

11.2 Management Leave

MEO members shall be credited with fifty-six (56) hours if assigned to shift OR forty hours (40) if assigned to days, of Management Leave each fiscal year. The leave must be used during the same fiscal year it is credited and may not be carried over from one fiscal year to the next. Unused Management Leave will not be converted or calculated for time paid in the event of retirement or any other separation of employment from the District.

11.3 Funeral Leave

Employees shall be eligible for up to three (3) consecutive calendar days of leave without loss of pay for the purpose of arranging and/or attending the funeral of a member of employee's immediate family. If an employee is required to travel more than five hundred (500) air miles, the employee maybe eligible for up to four (4) consecutive calendar days of leave without loss of pay for the stated purposes.

11.3.1 For the purposes of this section, immediate family includes spouse, child, step-child, mother, father, step-mother, step-father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent or any relative domiciled in the employee's household.

11.3.2 Annual leave and/or personal leaves of absence may also be available if additional time away from work is required. Prior approval by the Fire Chief is required before additional compensated time may be taken.

11.3.3 At the discretion of the Fire Chief, proof of loss may be required before funeral leave is authorized.

11.4 Jury Duty Leave

11.4.1 General

Employees summoned for jury service on days that they are scheduled to work or on days which immediately succeed their work schedule will be released from scheduled duty without loss of pay for those periods described in this section. The employee who is summoned for jury duty shall request "telephone standby" if this option is available. Section 11.4 shall not apply to service on a County Grand Jury since such service is voluntary.

11.4.2 Verification

To receive pay for work time lost, the employee must provide the District with Juror Validation, as provided by the Court, certifying the employee's service as a juror or appearance in court for that purpose and the times, date or dates of attendance.

11.4.3 Payment for Services

An employee may retain any reimbursement for mileage or meals which he/she receives for jury duty. An employee shall relinquish any payment for his/her services on jury duty to the District on days for which he/she was selected for duty and is receiving wages from the District.

11.4.4 Jury Selection for Shift Employees

Traditional three (3) platoon shift employees who have complied with Sections 11.4, 11.4.1, 11.4.2 and 11.4.3 and are reporting for jury selection will be granted leave from their assigned duty without loss of wages and benefits to allow twelve (12) hours of off-duty time prior to reporting for the jury selection process. Employees scheduled to work shall report for duty at all other times.

Example:

An employee who is scheduled to work on the evening before he/she must report for jury selection will be released at 1900 hours on the evening before his/her presence is required.

An employee who is released from jury duty for the day prior to 1500 hours and must report the following day shall report for work and will be released at 1900 hours in preparation for the following day.

An employee who is scheduled to work on the day of jury duty, and is excused from further service, shall report to work immediately following their release.

11.4.5 Impanelment

An employee that has been impaneled on a jury shall be granted leave from his/her scheduled duty without loss of wages and benefits for all times required to meet the jury duty obligation.

11.5 Religious Holiday Leave

11.5.1 Defined

An employee benefit which allows the employee time off, without pay, for religious holidays.

11.5.2 Request to Use

When an employee gives advance notice, the District will make reasonable accommodations, by rescheduling working hours or release from work to allow the employee to observe a special religious holiday, except under circumstances when such accommodations would unduly interfere with District operations.

11.5.3 Compensation

Release time used for a religious holiday may be charged to the employee's annual leave if requested by the employee. In all other cases, this leave shall be unpaid.

11.6 Military Leave

Employees shall be eligible for leaves of absence for military duty in accordance with the requirements of State and Federal law. Such leaves are typically unpaid except as provided for by law. Details on military leave requirements are available from Human Resources.

Employees who are ordered to extended military service may make application to the Fire Chief for special consideration. Such requests shall be considered by the Board of Directors on a case-by-case basis.

11.7 Personal Leave

11.7.1 Employees who are not in a probationary status (either initial or promotion) may apply for an unpaid personal leave of absence for a period not to exceed four (4) calendar months.

11.7.1.1 The Fire Chief shall recommend approval or denial. The Governing Board, however, will have sole discretion to grant or deny such leave.

11.7.1.2 Employees on a personal leave of absence do not accrue seniority or additional paid time off benefits.

11.7.1.3 Such employees may continue health (medical, dental, and vision) benefits. The employee shall reimburse the District, in advance, for the full cost of the monthly premium(s). Failure to make timely payment may result in cancellation of the insurance.

11.8 Family Care Leave

11.8.1 The District shall provide each bargaining unit member with leave in accordance with State (Government Code section 12945.2) and/or Federal (PL 103-3) Family and Medical Leave Acts. This leave is without pay, but includes District-paid benefits at the same level as if the employee were not on leave. A summary of the current provision of these laws is available in the Human Resources.

11.8.2 Other leaves granted by the District, either pursuant to this Agreement and/or State/Federal law, if they fulfill the requirements for a leave as mandated by the statutes set forth in 11.8.1, shall serve to satisfy the District's obligation under these statutes.

11.9 Leave for Court Appearance

11.9.1 Work Related Appearances

11.9.1.1 An employee shall be compensation at his/her appropriate rate of pay for time spent in travel to and from the court and at the appearance. An employee shall also be reimbursed for any travel expenses. The District shall arrange coverage as necessary.

11.9.1.2 Travel shall be based upon the employee's residence or assigned work place, whichever is closer to the court.

11.9.2 Non-Work Related Appearances

Employees who are subpoenaed or required to appear in court for non-work related reasons shall immediately notify the Fire Chief of such subpoena or court appearance. The employee may use vacation time to cover such absence.

11.10 Absence Without Leave

11.10.1 Automatic Resignation

Absence without approved leave for more than five (5) consecutive calendar days (seven [7] consecutive calendar days for shift employees) is an automatic resignation as of the last day on which the employee actually rendered service.

11.10.2 Notice

The District shall serve notice of the automatic resignation within fifteen (15) days of the last day on which the employee rendered service. Such notice shall be served, by certified mail or personal service, at the employee's last known address.

11.10.3 Reinstatement

An employee may apply for reinstatement to his/her position under the following conditions:

11.10.3.1 The employee must seek reinstatement, in writing, within fifteen (15) calendar days of receipt of notice of automatic resignation. The employee will only be considered for reinstatement if he/she makes an explanation of his/her absence which is acceptable to the District.

11.10.3.2 If the employee does not receive the notice of automatic resignation, the employee must seek reinstatement within thirty (30) calendar days of the date on which he/she last rendered service. The employee will only be considered for reinstatement if he/she makes an explanation of his/her absence which is acceptable to the District.

11.10.3.3 The employee must be able to return to the full range of his/her duties on the date on which he/she seeks reinstatement OR must have prior approval of a continued leave of absence from the Fire Chief.

11.10.3.4 The employee who is reinstated shall not be paid compensation for the period of his/her absence or separation and shall not accrue seniority, nor entitlement to any other benefit for his/her period of absence or separation.

11.11 Expiration of Leave

Employees who do not return to work upon the expiration of an approved leave of absence shall be terminated from employment in accordance with 11.9.

11.12 Emergency Leave

Employees may utilize unscheduled vacation time for an urgent or emergency personal problem, for all or any part of their scheduled work shift. An "urgent or emergency personal problem" is one in which the employee has reason to believe that his/her presence is needed in order to mitigate a problem that threatens the health, life, safety, or property of the employee or a member of the employee's family (as defined within section 11.3.1), or the employee is not physically able to report for duty as scheduled for reasons beyond his/her control.

The employee shall provide documentation from an independent credible source verifying the nature of the urgent or emergency personal problem on the fourth or more episode of the use of this type of leave within a given fiscal year.

11.12.1 District Option

At any time during the term of the contract, the MEO agrees to meet with the District upon request to explore alternative solutions should the District determine that the application of this section has a significant impact on the District.

11.12.2 Miscellaneous

Leaves granted pursuant to this Article may satisfy the District's obligation under the Family Medical Leave Act and/or the California Family Rights Act. Such leaves, if granted, will satisfy the District's obligation under those statutes.

SWS

ARTICLE 12 SEXUAL HARASSMENT

Sexual Harassment is strictly prohibited. All employees must review the District Policy prohibiting Sexual Harassment to ensure that they are aware of the procedure for reporting all incidents of sexual harassment and filing complaints when appropriate.

ARTICLE 13 DISCIPLINARY ACTION

13.1 Definition

As used in this Article, "action or "disciplinary action" shall mean a reduction of pay step in class, a suspension without pay, a rank reduction and/or dismissal of a bargaining unit member.

This Article shall not limit the District's right to evaluate, to suspend with pay, to reprimand orally or to counsel employees orally or in writing.

13.2 Progressive Discipline

The District supports the concept of progressive discipline (see Appendix "B"). Should preventative or corrective action fail to produce acceptable performance/conduct, or when the first-time offense is serious, the District will impose discipline (adverse action) pursuant to this Article (13).

13.3 Who May Initiate

The Fire Chief or his/her designee may initiate discipline.

13.4 Causes for Disciplinary Action

An employee who has attained regular status may be subject to disciplinary action for just cause. Just cause includes, by way of illustration and not limitation:

- a. Fraud in Securing Employment.
- b. Incompetence.
- c. Inefficiency.
- d. Inexcusable neglect of duty.
- e. Insubordination.
- f. Dishonesty, including theft.
- g. While on or off duty - used, sold/furnished, was under the influence of, or unlawfully possessed any controlled substance as defined in Health and Safety Code section 11007.
- h. While on duty - consumed an alcoholic beverage, or an intoxicant of any kind. Also included is consumption while off duty, but in such close proximity to the commencement of work as to negatively affect the employee's work performance.
- i. Addiction to the use of alcohol or any controlled substance as defined in Health and Safety Code section 11007.

- j. Abuse of a leave benefit.
- k. Conviction of any felony or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of their position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction for purposes of this Article.
- l. Inexcusable discourteous treatment of the public or another office or employee of the District.
- m. Willful disobedience of a lawful order or direction.
- n. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment.
- o. Willful violation of any of the rules set forth in the operations manuals and/or violation of any of the rules set forth in the Policy and Procedures Manual of the Department or of the terms of this MOU.
- p. Failure to possess or keep in effect any license or certificate or other similar requirement of the employee's classification.
- q. Physical or mental disability, as determined by competent medical authority, when the disability precludes the employee from the proper performance of his/her duties and responsibilities. Reasonable accommodation shall be made as required by law.
- r. Failure of good behavior, either during or outside of duty hours, which is of such nature that it causes discredit to this District or to his/her employment.

13.5 Procedure for Imposing Disciplinary Action on a Regular Employee

13.5.1 Pre-Disciplinary Safeguards

Prior to imposition of disciplinary action, the District shall give written notice to the employee. This written notice of disciplinary action shall be personally delivered or sent to the employee by certified mail, return receipt requested, at least five (5) calendar days prior to the date when the disciplinary action is proposed.

13.5.2 Contents of Written Notice

The contents of the written notice shall contain all of the following:

- A statement identifying the Department.
- A statement in ordinary and concise language of the specific acts

and/or omissions upon which the disciplinary action is based.

- The specific disciplinary action to be imposed and the effective date(s).
- The reason(s) for the specific disciplinary action.
- A copy of the applicable regulation(s) or MOU provisions if it is claimed that a violation took place.
- A statement that the employee has the right to respond, either orally or in writing, to the authority initially imposing the discipline.

13.6 Administrative Appeals of Disciplinary Actions

Members may appeal any punitive action or disciplinary action in accordance with the provisions of the Fire Fighter Bill of Rights. The member may elect one (1) of the following three (3) actions:

- File no appeal (13.6.1)
- Administrative Appeal Hearing (13.6.2)
- Evidentiary Hearing (13.6.3)

13.6.1 File no appeal

If the employee files no appeal, the disciplinary action proposed by the District shall be imposed.

13.6.2 Administrative Appeal Hearing

13.6.2.1 Request

File an appeal with the Fire Chief within ten (10) business days of written notification of the action requesting an appeal hearing as described in section 3254.5 of the California Government Code (GC). The appeal hearing will be conducted in conformance with GC section 11500 et. seq.

For purposes of this subsection "business day" means a day on which the Human Resources Department is open for business to the public.

13.6.2.2 Selecting a Hearing Officer

The parties may agree to the selection of a hearing officer. If the parties are unable to reach agreement, then the hearing officer shall be chosen from a panel of names provided by the California State Mediation and Conciliation Service (SMCS). The parties will alternately strike a name from the panel of names until one

name remains. That person shall be the hearing officer. MEO or disciplined employee, as the case may be, shall have the first strike.

13.6.2.3 Fees

The fees and expenses of the neutral hearing officer and of the court reporter, if one is used, shall be borne solely by the Department. Each party, however, shall bear the cost of its own presentation including preparation and post-hearing briefs, if any.

13.6.2.4 Waiver of Alternative

The parties expressly acknowledge that any member choosing to utilize this hearing process waives any right he or she may have to utilize the evidentiary hearing procedure set forth in 13.6.3 below.

13.6.2.5 Administrative Appeal Hearing Procedures

District employees will not suffer a loss of pay for time spent participating in an appeal hearing.

Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues covered in the direct examination; to impeach any witness regardless of which party first called the witness to testify; and to offer rebuttal on any evidence. If the appellant does not testify on his or her own behalf, he or she may be called and examined as if under cross-examination.

The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

The hearing officer shall provide a written report summarizing the evidence and providing a recommendation to uphold, modify or strike down the proposed disciplinary action. The recommendation shall be provided to the Board of Directors for final decision.

13.6.3 Evidentiary Hearing

13.6.3.1 Request and Waiver of Alternative

File an appeal with the Fire Chief within ten (10) business days of written notification of the action requesting an appeal to evidentiary hearing as described in 13.6.3 below. In order to exercise this option the disciplined employee must sign a waiver and release satisfactory to the District. Said waiver and release is to be a clear and unambiguous acknowledgement by the employee that he/she has the right to a hearing as described in subsection 13.6.2 above and that he/she is expressly and knowingly waiving that right.

For purposes of this subsection "business day" means a day on which the Human Resources Department is open for business to the public.

13.6.3.2 Selecting a Hearing Officer

The District and the member may agree upon the selection of a neutral hearing officer. If the parties are unable to agree upon the selection of a neutral hearing officer, the neutral hearing officer shall be chosen by the parties alternately striking names from a panel of names provided by the State Mediation and Conciliation Service, until one name remains. That person shall be the neutral hearing officer. MEO or the employee, as the case may be, shall make the first strike.

13.6.3.2 Fees

The fees and expenses of the neutral hearing officer and of the court reporter, if one is used, shall be borne solely by the appealing party. Each party, however, shall bear the cost of its own presentation including preparation and post-hearing briefs, if any.

13.6.3.3 Evidentiary Hearing Procedures

Any appeal to an evidentiary hearing pursuant to subsection 13.6.3 above shall be conducted according the provisions of the California Arbitration Act (GC 1280 et. seq.) and according to the following additional procedures:

The neutral hearing officer shall attempt to mediate the appeal if the mediation is jointly requested by the parties. In this case the parties may be required to waive any objection to the neutral hearing officer conducting the evidentiary hearing even though he/she has engaged in mediation.

If the neutral hearing officer finds that the employer had the right to take the disciplinary action being appealed, the neutral hearing officer may not substitute his or her judgment for the judgment of the employer, and if he or she finds that the employer had

such right, he or she may not order reinstatement and may not assess any penalty upon the employer.

The decision of the neutral hearing officer on any matter properly before him or her shall be final and binding on all the parties to the extent permitted by law.

13.7 Immediate Effect

13.7.1 Notwithstanding other provisions of this Article, an employee against whom disciplinary action is to be taken may be immediately suspended upon verbal notification pending a hearing when the District determines that his/her presence would be detrimental to the welfare of the Department, the District, the public, or other employees of the Department/District.

13.7.2 This verbal notification shall be followed by service upon the employee of the written notice as set forth in 13.5.2.

13.8 Timeline for Discipline

13.8.1 No disciplinary action shall be taken based solely upon any cause which arose prior to the employee's becoming permanent.

13.8.2 If the Department determines that discipline will be taken, it will notify the member of its proposed disciplinary action within one year after the District discovers the act, omission, or misconduct giving rise to the disciplinary action, except in any of the following circumstances:

- (a) If the member voluntarily waives the one-year time period in writing, the time period shall be tolled for the period of time specified in the written waiver.
- (b) If the act, omission, or other allegation of misconduct is also the subject of a criminal investigation or criminal prosecution, the time during which the criminal investigation or criminal prosecution is pending shall toll the one-year time period.
- (c) If the investigation is a multijurisdictional investigation that requires a reasonable extension for coordination of the involved agencies.
- (d) If the investigation involves a member who is incapacitated or otherwise unavailable.
- (e) If the investigation involves a matter in civil litigation where the member is named as a party defendant, the one-year time period shall be tolled while that civil action is pending.
- (f) If the investigation involves a matter in criminal litigation in which the complainant is a criminal defendant, the one-year time period shall be tolled during the period of that defendant's criminal investigation and prosecution.
- (g) If the investigation involves an allegation of workers' compensation fraud on the part of the firefighter.

13.8.3 If, after investigation and any pre-disciplinary response or procedure, the District shall notify the firefighter in writing of its decision to impose

discipline within 30 days of its decision, but not less than 48 hours prior to imposing the discipline.

13.9 Adverse comment rights; personnel file

A member shall not have any comment adverse to his or her interest entered in his or her personnel file, or any other file used for any personnel purposes by his or her employer, without the member having first read and signed the instrument containing the adverse comment indicating he or she is aware of the comment. However, the entry may be made if after reading the instrument the member refuses to sign it. That fact shall be noted on that document, and signed or initialed by the firefighter.

A member shall have 30 days within which to file a written response to any adverse comment entered in his or her personnel file. The written response shall be attached to, and shall accompany, the adverse comment.

13.10 Right to inspect personnel file

Used to determine employment, promotion, and compensation qualifications or termination or disciplinary actions

13.10.1 The District shall, at reasonable times and at reasonable intervals, upon the request of a member, during usual business hours, with no loss of compensation to the member, permit that member to inspect personnel files that are used or have been used to determine that member's qualifications for employment, promotion, additional compensation, or termination or other disciplinary action.

13.10.2 The District shall keep each member's personnel file or a true and correct copy thereof, and shall make the file or copy thereof available within a reasonable period of time after a request therefore by the member.

13.10.3 If, after examination of the member's personnel file, the member believes that any portion of the material is mistakenly or unlawfully placed in the file, the member may request, in writing, that the mistaken or unlawful portion be corrected or deleted. Any request made pursuant to this subdivision shall include a statement by the member describing the corrections or deletions from the personnel file requested and the reasons supporting those corrections or deletions. A statement submitted pursuant to this subdivision shall become part of the personnel file of the firefighter.

13.10.4 Within 30 calendar days of receipt of a request made pursuant to subdivision (c), the District shall either grant the member's request or notify the member of the decision to refuse to grant the request. If the District refuses to grant the request, in whole or in part, the District shall state in writing the reasons for refusing the request, and that written statement shall become part of the personnel file of the member.

13.11 Supersession and Controlling Language

Notwithstanding any other provision of this Agreement, if any part of this Article 13, or any other part of this Agreement is in conflict with the California Government Code section 3250 through 3262, that Government Code section shall control, but only insofar

as to the inconsistency. The parties intend that, to the extent possible, any inconsistencies between this Agreement and those sections of the Government Code should be harmonized.

Sous

ARTICLE 14 GRIEVANCE PROCEDURE

14.1 Purpose

The purpose of the grievance procedure is to secure, at the lowest possible administration level, equitable solutions to problems which may arise. These proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

14.2 Definitions

14.2.1 A "Grievance" is an alleged violation, misinterpretation or misapplication of a specific provision of this MOU.

14.2.2 A "Grievant" is an employee covered by this MOU who has been adversely affected by the alleged grievance.

14.2.3 A "day" is any day that the central administrative offices of the District are open for business.

14.2.4 Whenever, throughout this MOU, a reference is made to the Fire Chief, the term shall include "or designee."

14.3 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by informal conference with the Fire Chief within ten (10) days after the grievant knew or should reasonably have known of the facts giving rise to the grievance.

14.4 Level I

14.4.1 If not resolved to the satisfaction of the grievant at the informal level, the grievance may be presented, on the approved District form, to the immediate supervisor within ten (10) days after the informal conference.

14.4.2 The Fire Chief shall provide a written response to the grievant within ten (10) days after receiving the grievance filed pursuant to 14.4.1.

14.4.3 At any time prior to issuance of the decision in 14.4.2, either party has the right to convene a personal conference to discuss the grievance. Either the grievant or the respondent may have one conferee present at such conference(s).

14.5 Level II

14.5.1 If a grievant is not satisfied with the decision rendered pursuant to Level I, or if no written decision has been rendered within ten (10) days, the grievant may request a meeting with the Governing Board.

14.5.2 The request shall include a copy of the original grievance, the decisions

rendered at Level I, and a clear, concise statement of the reason for the request. It shall be submitted within twenty (20) days after the decision at Level I or after the period of time for rendering a decision at Level I has passed if no written decision was rendered.

14.5.3 The Governing Board, at its sole option, will select one of the three options set forth below:

14.5.3.1 The Governing Board may conduct a hearing, in open or closed session subject to the requirements of the Brown Act.

- At the hearing, the Governing Board may reopen the record for the purpose of receiving additional evidence necessary to resolve the grievance.
- The Governing Board shall set the date of hearing not later than forty-five days after receipt of the appeal.

14.5.3.2 The Governing Board may determine that the grievance may be finally determined on the basis of the record presented to it and render such determination; or

14.5.3.3 A hearing officer may be designated by the Governing Board to hear the grievance and issue a recommended decision for adoption by the Governing Board.

- the grievant shall be notified of the date of hearing within ten (10) days after the first Board Meeting after the submission of the request.
- Upon receipt of the recommended decision, the Board may adopt, modify, or reject the recommendation. If the Board rejects the recommendation, it shall master the record and render its own decision.

14.5.4 If requested by the employee at the time the Level II is filed, the Governing Board shall issue its Decision and its Finding of Fact and Conclusions of Law within thirty (30) days of:

- the last date of the hearing; or
- within thirty (30) days after the first Board Meeting after the submission of the request if no hearing was conducted; or
- within thirty (30) days of submission of the hearing officer's recommended decision.

The Decision of the Governing Board shall be final and binding on the parties.

14.6 General Provisions

- 14.6.1 If the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending final decision on the grievance, unless there exists a clear and present danger to the employee.
- 14.6.2 If multiple grievances arise on the same issue, the District may elect to hear only the first written grievance filed. In such case, the decision rendered shall be applicable to all claims on the same issue which arose from the same set of circumstances.
- 14.6.3 Grievances shall be processed in a manner which does not unduly interfere with the employee's work or the normal operations of the District; however, reasonable time shall be allowed for processing such grievances during normal working hours.
- 14.6.4 During the pendency of any grievance, and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
- 14.6.5 Any grievance not appealed to the next step of the procedure within the prescribed time limit shall be considered settled on the basis of the answer given in the preceding step.
- Failure of the District to issue a decision within the time limit at any step shall be deemed a denial and permit the grievant to proceed to the next level within the applicable time limits.
- 14.6.6 Time limits set forth in this Article may be modified by mutual agreement of the parties involved.
- 14.6.7 Forms for filing grievances, and other necessary documents, shall be prepared and given appropriate distribution by the Fire Chief in a manner which will facilitate the operation of the procedures set forth herein.
- 14.6.8 Any request for necessary and relevant information should normally be made at Level I. Only related matters may be subsequently introduced.

ARTICLE 15 SEPARATION FROM SERVICE

15.1 Layoff

15.1.1 Definition

Layoffs may occur due to lack of work, lack of funds, in the interests of economy, or in the best interests of the District. The decision to layoff shall be made in the sole discretion of the District.

15.1.2 Layoff List

The Fire Chief shall prepare and submit a layoff list to the General Manager to be presented to the Board of Directors. Absent a legitimate articulated business need to the contrary, the order of layoff shall be based on the inverse order of seniority on a unit wide basis by job classification. The decision of the Fire Chief shall be final.

15.1.3 Written Notice

Each employee subject to layoff shall be given written notice of layoff. The notice shall state the effective date and reason for such layoff.

15.1.4 Effective Date

The effective date of layoff shall not be earlier than the thirtieth (30th) calendar day following the receipt of written notice of layoff.

15.1.5 Displacement

An employee displaced by the application of 15.1.2 shall have the right to "bump" back into a class in which he/she had previously been granted regular status. In such case, the process set forth in 15.1.2 shall be repeated if there are surplus employees.

15.2 Resignation

Employees shall file a written resignation with their supervisor at least two (2) weeks before leaving, stating the effective date and reasons for leaving, unless such notice is waived by the Fire Chief. Failure to do so could jeopardize the employee's good standing with the District.

ARTICLE 16 RULES AND REGULATIONS GOVERNING EMPLOYEE CONDUCT

16.1 Professional Attitude and Conduct

All employees are expected to conduct themselves in a professional manner at all times with the general public and fellow staff members. Each employee shall:

- a. Be loyal and faithful to the government of the United States, and the State of California, the County of Sacramento, and the Cosumnes Community Services District, to their superior officers, and shall obey any lawful and reasonable direction given by a superior.
- b. Be courteous and respectful to the public and fellow employees.
- c. Be punctual and diligent in the performance of his/her duties.
- d. Be free from the influence of intoxicating liquors and unlawful controlled substances (Health and Safety Code section 11000 *et seq.*) during work hours.
- e. Protect and preserve District property, and in particular all property entrusted to his/her care or supervision; and shall not use District property for personal business or own use.
- f. Not carry on any gainful pursuit involving the District grounds, property or name other than as part of their employment with the District.
- g. Not use, threaten, or attempt to use political influence in securing appointment, promotion, leave of absence, change in classification, salary, or character of work; and shall not use, threaten to use, or urge or solicit any other employee or officer to use his/her office of employment for the purpose of improperly influencing any act of any officer or employee.

This does not apply to the Firefighter Bill of Rights (FBOR) protected political action by bargaining unit members off duty and out of uniform.

- d. Not accept any gift for their performance of any act within the scope of employment if acceptance of the same is, under the circumstances, likely to cause any person reason to believe that the same was given for the performance of any official duty.
- i. Conform to and abide by the rules of the District.
- j. Return to the District any articles found by the employee during the performance of their duties (e.g., within any one of the parks or areas under the jurisdiction of the District).
- k. Not sign or initial falsely any District form, or other official document. Not sign any document about the District's business without approval of the Fire Chief.

- l. Not remove or allow to remove from the District any article, equipment, or material belonging to the District except for official business.
- m. Not accept money from any service, reservation, admission, or fee of the District while on duty unless authorized to do so by the Fire Chief.
- n. Wear protective clothing and equipment when doing work that requires such protection and safety equipment as required by the Department and the Occupational Safety and Health Act (OSHA).
- o. Report and be ready for work at their regularly scheduled working time unless prevented by reason of: (1) vacation, (2) personal illness or injury, (3) death in the employee's immediate family, (4) unforeseeable emergency situation or (5) approved holidays.

16.2 Safety Rules

- 16.2.1 All employees shall follow the District's safety rules and program and conduct themselves in a manner consistent with safe work habits.
- 16.2.2 Failure to comply with safety rules may result in disciplinary action up to and including termination.

16.3 On-the-Job Accidents

- 16.3.1 If an employee sustains an on-the-job injury, no matter how slight, it shall be reported to a supervisor as soon as reasonably practicable.
- 16.3.2 If an employee is involved in a vehicle accident, they are to contact the law enforcement agency having jurisdiction to file a report. They are to report the incident to a supervisor as soon as reasonably practicable. An accident report must be completed within twenty-four (24) hours of the incident and filed with the appropriate Department office.
- 16.3.3 If a member of the public is involved in an accident or injury on District property, get appropriate medical assistance (if necessary) and notify a supervisor. An accident report must be completed within twenty-four (24) hours of the incident and filed with the appropriate Department office.

gvs

ARTICLE 17 DRUG AND ALCOHOL TESTING

17.1 Employees Subject to Testing

All unit employees may be subject to testing for drugs, alcoholic beverages and/or intoxicants under the conditions in this Section.

17.2 Definition of Drugs

For the purposes of this Agreement, drugs shall be defined as any controlled substance as defined in Health and Safety Code Section 11007.

17.3 Definition of an Intoxicant

For the purposes of this Agreement, an intoxicant shall be any substance, other than alcoholic beverages, which is capable of raising an employee's blood alcohol level.

17.4 Reasonable Suspicion Drug Testing

At any time that a supervisor observes and can articulate reasonable suspicion that a unit employee is under the influence of drugs or alcohol while on duty, that supervisor may direct that the unit employee immediately be tested for drugs and/or alcohol.

17.5 Tips or Advice

At any time that management has received information, from sworn personnel, that a unit employee is using drugs, alcoholic beverages and/or intoxicants while on duty or immediately preceding his/her duty shift, the Fire Chief or the Fire Chief's designee may direct that the unit employee immediately be tested for drugs and/or alcohol.

17.6 Accidents

If a unit employee is involved in an accident which occurs during the course and scope of the employee's duties and that accident results in the loss/damage of District property (other than *de minimis*) or the death or physical injury of an employee of the District or a member of the public, the Fire Chief may direct that the unit employee or employees involved in that accident be immediately tested for drugs and/or alcohol.

17.7 Testing

All unit employee drug testing will be conducted under the following conditions:

17.7.1 Testing Conditions

Drug and alcohol testing will be conducted by and through either the District's designated physician or the District's designated laboratory. This testing will be conducted as directed by the physician and the laboratory. Unit employees will cooperate with all identification and chain of custody procedures regarding the sample.

17.7.2 Laboratory

The urine sample will be tested at a laboratory that is certified by the Federal Substance Abuse and Mental Health Services Administration (SAMHSA). A simple analysis will first be done on the urine sample. If the sample is positive, a second GC/MS analysis will be completed to confirm the results. A portion of all samples will be reserved for further testing, if needed.

17.8 Immediate Suspension

If a supervisor reasonably believes that a unit employee is under the influence of drugs, alcoholic beverages and/or intoxicants while on duty, that employee will immediately be placed on administrative leave with pay and asked to submit to testing.

17.8.1 Failure to Submit to Testing

If a unit employee fails or refuses to cooperate with testing, the District may presume that the employee was under the influence of drugs, alcoholic beverages or intoxicants at the time the request for testing was made.

17.8.2 Notification

The unit employee will remain on administrative leave until the results of the testing have been received. The District shall immediately notify the employee when the results of the testing have been received. The District shall telephone the employee, if possible AND send a written notification of test results.

17.8.3 Negative Test Results

If the results of employee drug and/or alcohol testing are negative, the unit employee shall be returned to duty immediately. All records of the testing shall be removed from his/her personnel file.

17.8.4 Positive Test Results

If the results of employee drug and/or alcohol testing are positive, the unit employee shall be notified and disciplined appropriately.

17.8.4.1 Employees shall not consume alcohol within eight (8) hours of commencing an assigned shift or reporting for duty. Assuming compliance with the preceding sentence, the District shall consider an alcohol level of less than 0.01 percent to be *de minimus*.

17.8.5 Disputed Test Results

The employee may dispute the results of the testing and request additional testing. The employee will bear the expense of additional testing. If additional testing is done in a different laboratory, the District must agree to the selection of the alternate laboratory.

If an error in the initial test result is found, the employee will be compensated for any lost wages and the cost of additional laboratory testing.

17.9 Immediate Termination

If a unit employee is found, by drug or alcohol testing, to be under the influence of drugs, alcoholic beverages or intoxicants while on duty, the employee is subject to discipline up to and including termination. Typically, the discipline will be termination.

ARTICLE 18 TERMS OF AGREEMENT

18.1 Duration

This Agreement shall remain in full force and effect from date of ratification and Board approval through and including June 30, 2017.

18.2 Reopeners

Should any employee group (represented, non-represented, contract) be offered improved benefit items, improved economic terms or the return of any concessionary financial contributions, upon request the District agrees to meet and confer with the leadership of the Management Employees Association.

The parties acknowledge that restoration of furloughs (BRTO) time for miscellaneous staff is exempt.

18.3 Conditions of Agreement

All wage, benefit and working condition concessions set forth in this agreement and any other concessions implemented during the term of this agreement shall terminate on June 30, 2017. Upon termination of said concessions, the wages, benefits and working conditions set forth in the July 1, 2009 through June 30, 2011 MOU shall be reinstated and become effective on June 30, 2017.

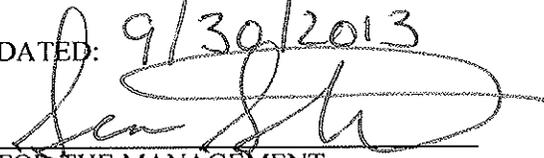
This subsection shall have no effect upon salary step advancements or incremental increases that occur during the term of this agreement.

Nothing in the article shall prevent the mutual agreement to extend the term of the current Memorandum of Understanding while both parties meet and confer on a successor agreement.

18.4 Successor Negotiations

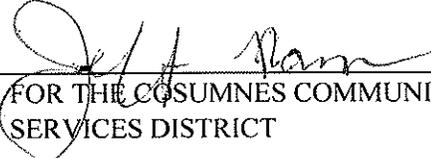
18.4.1 Either party may submit a proposal for a successor or a general request to reopen the contract for a successor agreement in writing. Either request must be made no later than one hundred eighty (180) days prior to the expiration date of the existing contract.

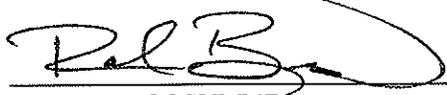
18.4.2 Negotiations shall commence on or before January 15, 2017 upon request for a successor agreement, or of the initial proposal if no counterproposal is made. Timelines may be changed by mutual agreement.

DATED: 9/30/2013

FOR THE MANAGEMENT
EMPLOYEES ORGANIZATION

DATED: _____

FOR THE COSUMNES COMMUNITY
SERVICES DISTRICT

DATED: _____

FOR THE COSUMNES COMMUNITY
SERVICES DISTRICT

DATED: _____

FOR THE COSUMNES
COMMUNITY SERVICES DISTRICT

APPENDIX "A"
COSUMNES COMMUNITY SERVICES DISTRICT
EMPLOYEE INSURANCE BENEFITS

I. ACTIVE EMPLOYEES

The District shall provide unit members insurance benefits as set forth in this Appendix.

A. Cafeteria Plan

Effective January 1, 2014, the District shall establish a Section 125 compliant Cafeteria Plan ("Plan") to provide a vehicle for the payment of health, dental, vision and optional benefit premiums.

1. Employee Contributions to the Plan:
The employee shall pay any difference between the District's contribution to the Cafeteria Plan, if applicable, and the actual premium of insurance selected by the employee.
2. PEMHCA Opt Out:
An employee who elects to opt-out of PEMHCA shall forgo the District contribution to the Cafeteria Plan identified in section I.A above.
3. Public Employees Medical Health Care Act (PEMHCA) Compliance:
For qualifying employees enrolled in a CalPERS PEMHCA medical plan, the District's contribution to the Plan described above includes the minimum employer contribution amount required under PEMHCA.
4. Optional Insurance Plans:
The District shall offer, through the Plan, at least two (2) optional insurance plans for employee participation. Optional insurance may include accident, disability or other specialized insurance products. These optional elements shall be offered to employees within the cafeteria Plan on a pre-tax basis when permissible by law.

B. Available Insurance Plans

1. Medical Insurance

The District shall provide each full-time employee, and his/her dependents, with the option of enrolling in any medical insurance

plan available through its contract with the Health Division of PERS.

2. Dental Insurance

The District shall provide each full-time employee, and his/her dependents, with the option of enrolling in the dental plan available through the District.

3. Vision Plan

The District shall provide each full-time employee, and his/her dependents, with the option of enrolling in the vision plan available through the District.

4. Life Insurance

The District shall, in accordance with District policy, provide each full-time employee with a Fifty Thousand Dollar (\$50,000) term life insurance policy through the plan selected by the District. Additional life insurance protection of up to Five Hundred Thousand Dollars (\$500,000) for management employees is available to the employee at an additional employee cost.

5. Cancer Insurance

The District shall provide each full-time unit member with the cancer insurance policy available through the CSD.

6. Income Protection

- 6.1. A benefit which provides long-term protection to employees for periods when they are disabled and unable to work.
- 6.2. Benefits of the program shall be as provided by contractual agreement between the District and the insurance company selected by the District (currently California Association of Professional Fire Fighters).
- 6.3. The District does not administer the Income Protection benefit beyond providing an information booklet to employees who are on qualifying leaves of absence. The administrator (currently the California Association of Professional Fire Fighters) is solely responsible for administering the program.
- 6.4. Benefits provided by the income protection plan are in addition to any benefits to which the employee is entitled to under Section 4850 of the California Labor Code, except that payments from the income protection plan shall not be made concurrently with payment under said section.

7. Employee Assistance Program (EAP)

The District shall provide each full-time employee, and his/her dependents, an employee assistance program selected by the District.

Currently, this program is available from Managed Health Network and provides counseling and support services to a covered individual when they face a hardship, tragedy, disappointment or loss. Details are available from your Department Administrator or Human Resources.

C. Monthly Premiums

1. Medical Insurance

a. Tier 1 Unit Members:

Effective February 1, 2014

The District shall pay, if actually required, a maximum of 80% of the applicable monthly premium for medical insurance coverage. District contribution shall be based off of the CalPERS published rates; by category tied to the lesser of either the Kaiser or the Blue Shield rate.

b. The employee shall pay any difference between the District's obligation and the actual premium of insurance selected by the employee. The employee contribution shall be made on a pre-tax basis through the Cafeteria Plan.

c. Should the annual premium increase, in any year, by more than ten percent (10%) over the prior year, the District may select another plan after consultation with MEO.

d. In no case shall the District's monthly obligation exceed the premium rate established by the District vendor each year.

2. Dental Insurance

The District will pay, if actually required, the monthly premium per family unit for the dental insurance coverage selected by the District.

a. Should the annual premium increase, in any year, by more than ten percent (10%) over the prior year, the District may select another plan after consultation with MEO.

- b. In no case shall the District's monthly obligation exceed the premium rate established by the District vendor each year.

3. Vision Insurance

The District will pay, if actually required, the monthly premium per family unit for vision plan coverage selected by the District.

- a. Should the annual premium increase, in any year, by more than ten percent (10%) over the prior year, the District may select another plan after consultation with MEO.
- b. In no case shall the District's monthly obligation exceed the premium rate established by the District vendor each year.

4. Life Insurance and Income Protection

The District will pay, if actually required, the monthly premium for an employee who elects life insurance and income protection.

- a. Should the annual premium increase, in any year, by more than ten percent (10%) over the prior year, the District may select another plan after consultation with MEO.
- b. In no case shall the District's monthly obligation exceed the premium rate established by the District vendor each year.

5. Cancer Plan

In no case shall the CSD's monthly obligation exceed the premium rate established by the District vendor each year.

D. Payroll Deduction

- 1. Any employee who is enrolled in one or more of the plans set forth above which costs more than the District's required contribution is required to sign a payroll deduction form and pay the monthly difference by payroll deduction.
- 2. Failure to execute a payroll deduction form will result in immediate cancellation of insurance for non-payment of premiums.

E. Integration

Sick leave can be integrated with Workers' Compensation and/or Income Protection up to the employee's base rate of pay.

F. PERS Sick Leave Option

Unused sick leave benefits shall be converted for retirement credit as provided for in Section 20862.8 of the Public Employee's Retirement Law.

Current options provide that unused sick leave benefits shall convert to years of service at a rate of two hundred fifty (250) days of sick leave benefits for one (1) year of service. For purposes of calculations, sick leave shall first be converted to equivalent eight (8) hour days as shown in the example below.

Example

Total hours of sick leave divided by 8 to achieve “days of sick leave” multiplied by 0.004 to determine years (or partial years) of service.

Employee with 2000 hours of sick leave at time of retirement:

$$2000 \div 8 = 250 \text{ (Days)} \times 0.004 = 1 \text{ year of service credit}$$

II. RETIRED UNIT EMPLOYEES

The District shall provide retired unit members with the opportunity to enroll in a medical plan as set forth in this Appendix.

A. MEDICAL INSURANCE

1. In accordance with the provisions of its contract with the Health Division of CalPERS, the District shall provide each full-time retiree, and his/her dependents, with the option of enrolling in any available medical plan.
2. The unit member must separate from District service and retire from PERS within 120-days from the separation date to be eligible for retiree medical benefits.

B. CONTRIBUTION

1. Employees on or after July 1, 2010

An employee hired on or after July 1, 2010 must complete at least five (5) years of PERS-credited service with the Cosumnes CSD in order to have any eligibility for retiree medical benefits. Once an employee has completed five (5) years of service with the District, the eligibility for post-retirement health benefits will include all years of PERS-credited service. Employees who retire from the District with at least ten years of PERS-credited service will receive a District contribution toward their post-retirement health benefits as shown on the vesting schedule shown below.

Total PERS-credited Years of Service	% of District Contribution Toward Medical Insurance Premium
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20+	100

Retirees are required to make arrangements with the District to pay their portion of the retiree medical insurance premium in advance of the monthly premium due date to PERS. Failure to pay the difference will result in immediate cancellation of insurance for non-payment of premiums.

The District may, after consultation with MEO, utilize either a composite rate or a tiered rate for retirees.

2. Employees hired before July 1, 2010

The District may, after consultation with MEO, utilize either a composite rate or a tiered rate for retirees.

The retired member hired prior to July 1, 2010 is entitled to no more than the medical insurance benefits afforded to an active employee hired prior to July 1, 2010.

3. Effective January 1, 2014, the District shall establish a section 115 medical reimbursement plan to reimburse eligible current and future retirees for qualifying medical expenses in accordance with the following:

a. Tier 1 benefits - Employees who retire on or before July 1, 2017

- Employees hired prior to July 1, 2010 and retire on or before July 1, 2017 shall receive the District Tier 1 benefit subject to CalPERS eligibility.
- Employees hired on or after July 1, 2010 and retire on or before July 1, 2017 shall receive the District Tier 1 benefit subject to CalPERS eligibility and the vesting scheduled above in section B(1).

• Tier 1 benefits - District Contribution to Retiree Medical Plan

The District Tier 1 benefit contribution shall be a dollar amount sufficient to pay the premium for the lesser of either the Kaiser or the Blue Shield rate when combined with the Retiree Contribution rates below:

<u>Enrollment Category:</u>	<u>Retiree Contribution</u>
Employee only _____	\$0.00
2-party or family _____	\$15.00

- Tier 1 reimbursement amounts identified above may be used for premium reimbursement of retiree and any eligible dependents in a qualifying individual plan, non-District group plan, exchange plan or a Medicare supplemental plan.

b. Tier 2 benefits - Employees who retire after July 1, 2017

- Employees hired prior to July 1, 2010 and retire after July 1, 2017 shall receive the District Tier 2 benefit subject to CalPERS eligibility.

- Employees hired on or after July 1, 2010 and retire after July 1, 2017 shall receive the District Tier 2 benefit subject to CalPERS eligibility and the vesting schedule listed above in section B(1).

- Tier 2 benefits - District Contribution to Retiree Medical Plan

The District Tier 2 benefit contribution shall be a dollar amount equal to that of active employees.

Employees who retire after July 1, 2017 shall receive the contribution amount as described above until the employee reaches Medicare eligibility age. An employee that has reached Medicare eligibility age shall then receive a reimbursement amount up to \$500.00 per month. The reimbursement amount is capped at \$500.00 (including any minimum employer contribution if applicable).

- Tier 2 reimbursement amounts identified above may be used for premium reimbursement of retiree and any eligible dependents in a qualifying individual plan, non-District group plan, exchange plan or a Medicare supplemental plan.

4. Retiree Health Trust Account

Effective October 1, 2013 or as soon as administratively feasible

Members shall contribute one percent (1%) of their base salary toward the irrevocable medical trust account to fund the liability related to retiree medical costs.

Effective July 1, 2014

Members shall contribute an additional two percent (2%) of their base salary toward the irrevocable medical trust account.

Contributions made toward the trust shall be on a pre-tax basis.

APPENDIX "B"
COSUMNES COMMUNITY SERVICES DISTRICT
PHASES OF PROGRESSIVE DISCIPLINE

PHASE 1 - Preventative Action:

Preventative actions are those steps taken by supervisors to eliminate or reduce the situations in which corrective or adverse action becomes necessary. All disciplinary actions shall be carried out in accordance with applicable provisions of the Firefighter's Procedural Bill of Rights Act (Cal. Gov. Code § 3250 *et seq.*).

It is the only phase that is proactive; that is, it is not based on the supervisor's reaction to something the employee did wrong, but rather on action initiated by the supervisor.

Examples of preventative action; motivation, expectations, training, monitor performance, open communication, set good example, resolve conflicts.

PHASE 2 - Corrective Action:

When preventative action fails to produce standard or above-standard performance or compliance with rules of conduct, it becomes necessary for the supervisor to take corrective action. Corrective action is that action, short of adverse action, which a supervisor takes with an employee to attempt to bring the employee's performance up to standard or to prevent continued misconduct.

Examples of corrective action: change the system, verbal instructions, encouragement, motivation, monitoring, reminder, counseling, and training, refer to assistance, warn, work improvement discussion, written instruction, change assignment.

PHASE 3 - Adverse Action:

When preventative or corrective action fails, or when a first-time offense is serious, it becomes necessary for the supervisor to initiate adverse action. Adverse Action is the final phase of progressive discipline in which action is taken that will have a negative effect on the employee's job status. Even though the actions taken here have an adverse effect, the goal still includes correction or elimination of a problem. Not every step is required/appropriate in every situation.

1. Reprimand

Is used when action stronger than corrective but without financial penalty is necessary. It becomes an official part of the employee's personnel record.

2. Suspension Without Pay

The employee does not work or receive compensation for a specified period of time. The length of the suspension is based on the seriousness of the situation and the employee's prior record.

3. Reduction of Pay Within Salary Range of the Class

Usually used in place of a suspension against an employee whose continued service on the job is of value, but to impress upon him/her the seriousness of the infraction.

4. Demotion to a Lower Class

Usually used against an employee whose continued service is of value, but who is not working at the level of his/her job class.

5. Dismissal from Service

Dismissal is appropriate for exceptionally serious infractions, continued failures in work performance and/or continuing offences that can no longer be tolerated.

SWS

APPENDIX "C"
COSUMNES COMMUNITY SERVICES DISTRICT
SALARY SCHEDULE
Management Employees Organization

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Fire Marshall/Assistant Fire Chief	\$12,606	\$13,236	\$13,898	\$14,593	\$15,323
Battalion Chief - Tier 1	\$11,430	\$12,000	\$12,601	\$13,230	\$13,892
Battalion Chief - Tier 2	\$10,507	\$11,032	\$11,584	\$12,163	\$12,771

SWS

APPENDIX "D"
COSUMNES COMMUNITY SERVICES DISTRICT
Management Employees Organization

LIST OF POSITIONS IN THE MANAGEMENT EMPLOYEES ORGANIZATION (MEO)
BARGAINING UNIT:

Fire Marshal/Assistant Chief

Battalion Chief

SWS