

CONTRACTUAL AGREEMENT

between the

COSUMNES COMMUNITY SERVICES DISTRICT

and the

COSUMNES CHAPTER OF LOCAL 522

July 1, 2015 - June 30, 2018

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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 International Association of Firefighters, Local 522, AFL-CIO, hereinafter referred to as the “Union.”
- 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 Union.
- 1.3 Neither the District nor the Union, 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 This Agreement is entered into pursuant to Section 3500 *et seq.* of the California Government Code.
- 1.5 This Agreement applies only to District employees in the representation unit set forth in Appendix “A.”

ARTICLE 2: UNION CERTIFICATION AND RECOGNITION

- 2.1 The District has certified and recognizes the International Association of Firefighters, Local 522, AFL-CIO, as the bargaining representative for those full-time employees occupying the classifications listed in Appendix “A” attached hereto and incorporated by reference as part of this Agreement.

ARTICLE 3: UNION RIGHTS

- 3.1 Bulletin Boards and Email
 - 3.1.1 One Union bulletin board shall be allowed in each workstation, of a size and at a location agreed upon by the District and the Union for the purpose of communicating normal and usual Union business to the membership.
 - 3.1.1.1 The bulletin board shall be provided by the Union.
 - 3.1.1.2 The bulletin board shall be accessible to all Union members.

3.1.1.3 All postings shall be maintained in a neat and orderly manner.

3.1.2 The Union Membership shall be allowed to use District e-mail and computer systems for the purposes of communicating normal and usual Union business to the membership.

3.1.3 Neither the Union nor employees shall post on bulletin boards, or e-mail material which defames the District, its personnel or policies, or contains information that is defamatory to other classes, religions, ethnicities or races.

3.2 Strikes and Lockouts

During the life of this Agreement, there shall be no strike, slowdown, suspension or stoppage of work, picketing, sickout or illegal concerted activity of any kind in any part of the District operations by employee or employees, nor shall there be any lockout by the District in any part of the District's operations.

3.3 Payroll Deduction

3.3.1 Any employee in the representation unit who is a member of the Union, or who has applied for membership in the Union, may authorize the District to deduct Union dues and Union insurance premiums from earned wages.

3.3.2 The amount to be deducted pursuant to 3.3.1 shall be determined by the Union.

3.3.3 No deduction pursuant to this Article shall be made from any unit member's wage unless authorized in writing by the employee on an appropriate form. A copy of the signed authorization must be kept on file in Human Resources.

3.3.4 The District agrees to send a copy of the authorization forms set forth in 3.3.3 and/or otherwise notice the Union of employee-initiated changes to such payroll deductions. Notice will be given to the Union at 3720 Folsom Blvd., Sacramento, California.

3.3.5 The District shall not be required to put into effect any new, changed or discontinued deductions unless the required form is submitted at least ten (10) days prior to the District's cut-off date for processing changes. The District shall inform the Union of said cut-off dates.

- 3.3.6 Upon notification by any employee of a potential payroll error, the District will take all reasonable steps to rectify the error.
- 3.3.7 The Union agrees to furnish the District on request, information on each employee's enrollment in medical, dental, and/or disability plans offered through the Union, so that the proper amounts of District contribution and employee contribution can be clearly distinguished. Such information will include types of coverage, individual premium costs, and copies of enrollment cards or applications for coverage.
- 3.3.8 The Union shall indemnify and hold the District, its employees and agents harmless from any and all claims, demands, suits or any other liability arising in connection with a District employee's participation in any Union sponsored benefit plan.

3.4 Union Security

- 3.4.1 It is recognized that all employees in the bargaining unit may or may not join the Union, at the individual's discretion, and that no such employee shall be required to become a member of the Union as a condition of his/her employment or continued employment by the District.
- 3.4.2 It is further recognized that the Union, as the recognized bargaining representative, provides through the representation process for the improvement of wages, hours and other terms and conditions of employment for all bargaining unit employees, whether Union members or not. Therefore, all employees assigned to the bargaining unit, shall, as a condition of continued employment, within thirty (30) days of hire, or by conclusion of the recruit academy, whichever is later, either be a member of the Union and pay Union dues or pay an agency fee to the Union; or, if prohibited by religious or conscientious objections, shall pay the agency fee amount to one (1) of the charitable organizations listed below. Such dues or fees shall be payroll deducted. All employees in the bargaining unit represented by the Union must either be a full dues paying member or pay an agency fee. The agency fee amount will be set by the Union.
- 3.4.3 Acceptable charitable organizations mutually agreed to by the District and the Union include: United Way, Fire Fighters Burn Institute, Fire Chaplaincy, Cosumnes Legacy Foundation, and the Disaster Relief Fund of the American Red Cross.

3.4.4 Service Fee (Agency Fee)

The service fee required in 3.4.2 above shall be an amount not to exceed the Union's uniformly applied standard initiation fee, periodic dues and general assessments. In computing such amounts, the Union shall exclude expenditures for member-only benefits, Union expenditures for political and ideological purposes and any other expenditures unrelated to collective bargaining, contract administration and grievance adjustments.

Any dispute as to the service fee or the amount thereof shall be directed solely to the Union and the District shall not be a party to the dispute.

ARTICLE 4: DISTRICT RIGHTS

- 4.1 The District retains all rights to manage, direct, and control its business in all particulars, except as such rights are expressly and specifically modified by the terms of this Agreement or any subsequent amendment. Those rights include, but are not limited to, the following:
 - 4.1.1 To determine the merits, nature, extent or organization of any service or activity conducted, as well as the right to determine and implement its public functions and responsibilities.
 - 4.1.2 To direct employees of the District.
 - 4.1.3 To hire, promote, transfer and temporarily or permanently assign employees.
 - 4.1.4 To lay off employees due to lack of work, lack of funds or any other reason(s) deemed necessary by the District for its efficient administration.
 - 4.1.5 To reprimand and/or counsel employees orally and in writing.
 - 4.1.6 To demote, suspend or discharge employees for cause.
 - 4.1.7 To determine the District's budget, the number of employees, the level of staffing and the methods and technology required to perform its work.
 - 4.1.8 To take whatever action may be appropriate to carry out its mission in situations of emergency.
 - 4.1.9 To contract or subcontract construction, services, maintenance,

distribution or any other work (except fire suppression) with outside public or private entities.

4.1.10 To publish such reasonable rules, regulations and/or policies that the District judges appropriate. This shall include the modification or repeal of existing rules, regulations, or policies. The District agrees that it will provide notice of such changes to the Local unit representative or designee and, if requested, will meet and consult with the Union regarding any change which impacts wage, hours, or terms and conditions of employment.

4.2 Specifically included is the right of all management and supervisory employees to engage in fire suppression activities.

ARTICLE 5: COMPENSATION

5.1 Wages

5.1.1 Unit members shall be paid wages as provided in the attached Appendix D.

July 1, 2015 - 2% increase in wages.

July 1, 2016 - 2% increase in wages.

Effective July 1, 2017 additional variable salary increase of 1% for each 1% growth in property taxes above a minimum of 3% growth in property taxes, with the additional increase becoming a contribution to OPEB retiree medical (max 3%).

Effective July 1, 2017 an additional top step shall be added to the salary schedule for Local 522 represented classifications. The new step shall be 5% above the existing top step. Employees who have been at the existing top step for more than 12 months on that date shall be immediately moved to the new top step. All other employees shall move to the new top step when eligible and on their anniversary date.

5.1.2 Overtime hours worked that are not part of the employee's normally assigned work schedule shall be compensated at one and one-half (1½) times the employee's straight time hourly rate (based on a fifty-six (56) hour work week for shift employees).

(a) Except as set forth in 5.1.2 (b) below, leave time taken by an employee shall continue to *not* be counted as time worked for FLSA purposes.

- (b) Full-paid absences covered by the following leaves set forth in this MOU shall count as “time worked” for FLSA purposes: Sick Leave (7.1); Bereavement Leave (7.2); Employee Organizational Leave (7.3); Jury Duty Leave (7.4); Emergency Leave (7.10); New Child Leave (7.11) and Vacation Leave (8).
- (c) Compensation for all such hours worked shall be at the employee’s current hourly rate unless such time constitutes FLSA overtime on the basis of hours worked in the work period (except as stipulated in Article 5.1.2 and 5.1.3). For purposes of this section (5.1) only, the “hourly rate” includes the employee’s base salary plus any educational incentives and/or paramedic or EMT stipends that are provided for within this contract. See Article 10.2 for a description of the work schedule.
- (d) All extra duty shall be paid in one-half (½) hour increments.
- (e) Each employee who qualifies for an hour of pay pursuant to 5.6.3 shall, if directed, remain on duty and render service for the full hour.

5.1.3 Day shift personnel who are qualified to work in suppression, and who work overtime (either after normal work week hours or on weekends) while assigned to a line/station position, shall be compensated at one and one-half (1½) rate set forth in 5.1.2. The hourly rate of pay for such personnel shall first be converted from a forty (40) hour work week to a fifty-six (56) hour work week.

5.2 Advancement in Steps

5.2.1 Each unit member shall be eligible to receive a one-step increase, within the classification, when all of the following conditions have been met:

5.2.1.1 Completion of one (1) year’s (fifty-two (52) weeks) service within the classification.

AND

5.2.1.2 The absence of an unsatisfactory evaluation for the year’s service.

5.2.1.3 The increase shall be effective at the beginning of the pay period immediately following satisfaction of all the requirements, provided the employee has provided

timely (typically thirty (30) calendar days) written notice to the District.

5.3 Insurance Benefits

Each unit member shall be entitled to receive those medical, dental and other insurance benefits set forth in Appendix "C".

5.4 Uniform Allowance

5.4.1 Initial Employment

On initial employment, the District agrees to provide each unit member with a voucher to be used at the uniform supplier designated by the District. This voucher shall be used to purchase four (4) Class B uniform shirts, four (4) Class B uniform pants, one (1) baseball cap, one (1) Class B jacket, one (1) pair of OSHA-approved safety boots, four (4) T-shirts, two (2) sweat shirts, two (2) sweat pants, and two (2) workout shorts, all of the type set forth in Department Standard Operating Procedures.

5.4.1.1 Such uniforms and boots shall remain the property of the District for the duration of the initial probationary period.

5.4.1.2 If required, the District shall accommodate the cost of special sizing in shirts, pants and jackets.

5.4.2 Annual Allowance

The District will annually provide each employee with One Thousand Fifty Dollars (\$1050.00) to be used for the purchase of District designated Class B uniforms and safety boots (Class A's are not required).

5.4.2.1 This One Thousand Fifty Dollars (\$1050.00) will be provided to each employee in a separate check with his/her July payroll except:

- Employees with less than six (6) months service by July 1 of a given year shall not be granted a uniform allowance.
- Employees with less than twelve (12) months and more than six (6) months service by July 1 of a given year shall be granted a prorated amount for

the months of service completed prior to July 1.

5.4.2.2 This allowance shall be used to purchase Class B uniform pants, Class B uniform shirts, safety boots, Class B uniform jackets, shoes, belts, socks, baseball caps, and T-shirts of the type set forth in Standard Operating Procedure # 121.202, and for the purchase of sweat shirts, sweat pants, and workout shorts.

5.4.2.3 Effective 7/1/16, this annual allowance will begin being provided on a pro-rated basis to each employee as part of their regularly issued paycheck.

5.4.3 Uniform Maintenance

Each employee is responsible for the upkeep and maintenance of his/her uniform.

5.5 Income Protection

5.5.1 A benefit which provides long-term protection to employees for periods when they are disabled and unable to work. (Appendix C, Section B.4).

5.5.2 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).

5.5.3 The maximum benefit shall be in the amount of seventy-five percent (75%) of pre-disability earnings for non-industrial disability (seventy-seven percent (77%) for industrial disability), not to exceed Seven Thousand Three Hundred Sixty Dollars (\$7,360)* per month, with a life time maximum benefit period for sickness, accident, and pregnancy (age 65 for industrial injuries). (No reductions for workers' compensation permanent disability settlements).

* Cost of Living Benefit: five percent (5%) compounded per year for non-industrial causes (years 3-8) thereafter, CPI increases to age 65 and then continued for lifetime (non-industrial cases).

Note: Should the terms and conditions of the District's Long Term Disability Insurance be changed by the insurance carrier, the District and the Union shall meet and confer for purposes of determining the appropriate course of action to secure, a similar level of benefits for a similar level of cost.

5.5.4 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 California Association of Professional Fire Fighters) is solely responsible for administering the program

5.5.5 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.

5.6 Paramedic Stipend

5.6.1 Providing paramedic services to the community is a level of service decision reserved to the District.

5.6.2 For so long as the District determines that such service shall be provided, a Captain, Engineer or Firefighter who possesses a Paramedic license, and who is employed in a position authorized by the department to utilize the license, shall receive a monthly stipend of Four Hundred Dollars (\$400.00). It shall be at the discretion of the Fire Chief to determine the number of authorized Paramedic Captains versus Paramedic Engineers and/or Paramedic Firefighters.

5.6.3 This stipend shall be in addition to the employee's base salary as determined by his/her placement on the salary schedule, which is Appendix "D".

5.6.4 Any person authorized by the District to serve in the capacity of a Paramedic shall remain licensed as a Paramedic as a condition of continued employment, except as provided for under sub-section 5.6.4.1.

However, any Paramedic, hired prior to July 1, 1999, or promoted after that date, who loses his/her Paramedic license or authority to practice as a result of an involuntary license revocation action by a paramedic licensing authority at the Federal, State or Local level, shall not be subject to disciplinary action, due solely to the loss of the Paramedic license.

For purposes of clarification, the terms and conditions of this Agreement supersede any conditions set forth in individual employment agreements of Paramedics hired prior to the term of this Contract.

5.6.4.1 Notwithstanding the preceding paragraph, when a non-Paramedic bargaining unit vacancy occurs, any qualified Paramedic may apply. If more Paramedics apply than there are vacancies to be filled, selections for the vacancies shall be based upon seniority by date of hire.

If selected, the employee will be appointed to the new position and relieved of their obligation to remain licensed as a Paramedic in accordance with the following:

- * Provided the District has available, on an active basis, not less than that the number of authorized Paramedics as per the final approved budget.

Note: A member of this unit shall not be denied a promotional opportunity as a result of their Paramedic status.

5.6.5 Maintenance of the Paramedic license is the responsibility of the employee.

(a) The District will, however, pay for the cost of tuition for the following courses:

- Pediatric Advanced Life Support (PALS)
- Pre-Hospital Trauma Life Support (PHTLS)

(b) During the term of this Agreement, the District agrees to also pay:

- the cost of tuition for any other courses that may be mandated in the future, as a condition of maintaining the Paramedic license, by other government agencies that have jurisdiction. While the District will not pay for time, it will release an employee for required mandatory training when there are no optional attendance dates and/or times.

5.6.6 Any non-probationary unit member willing to participate in the preceptor program, who is deemed qualified by the District, may be assigned by the District to perform the duties of a Paramedic Preceptor or Field Training Officer (FTO) for a trainee. Each employee assigned by the District shall receive an additional stipend for each person trained.

- 5.6.6.1 The stipend shall be One Dollar (\$1.00) per hour while on duty performing the duties of a preceptor or FTO.
- 5.6.6.2 A qualified member is defined as having:
- A non-probationary status;
 - Two (2) years, full time, ALS field experience within the three (3) years preceding;
 - Current Sacramento County accreditation in good standing for a minimum of one (1) year;
 - Documented education in the Principles of Adult Learning, which may be satisfied through completion of Instructor 1A, or a Paramedic Preceptor class offered by a Paramedic teaching facility approved by the Department;
 - Good standing in the Department's CQI Program.

5.7 Strike Teams

- 5.7.1 Absent unusual factors, strike teams shall be voluntary. A voluntary strike team list shall be developed. This list will be seniority based, by shift.
- 5.7.1.1 For "initial attack" dispatches, apparatus and crews will be dispatched directly from their normal duties by Fire Dispatch and shall not delay response to any degree.
- 5.7.1.2 For "immediate and planned need" dispatches, the first responder to strike team calls shall only be formed from on-duty personnel at the time of deployment, using the voluntary shift strike team list if feasible.
- 5.7.1.3 When a member is utilized on a strike team for an initial attack, immediate need, planned deployment, or overhead/single resources assignment, that person's name will rotate daily to the bottom of that shift's Voluntary Strike Team List, provided he/she has received a minimum of twelve (12) hours or more of overtime on the strike team deployment.
- 5.7.2 Article 20 will be used to fill vacancies created by strike team responses.

5.8 PERS

5.8.1 District/PERS Contract

The District's contract with PERS shall include:

- For Employees Hired Prior to January 1, 2013:
 - One Year Final Compensation
 - 3% at 50 retirement formula
 - Employees shall pay, through monthly deduction, Three Percent (3%) of PERS Enhanced Benefit package.
- Employees Hired After January 1, 2013:
 - Three-Year Final Compensation
 - 2.7% at 57 retirement formula
- All Unit Employees:
 - 1959 Survivor Program including Fourth Level 1959 Survivor Benefits
 - Pre-Retirement Option 2W Death Benefit. As soon as administratively possible the District shall revised its' contract with CalPERS to include the optional benefit known as Pre-Retirement Option 2W Death Benefit. Employees shall pay for the cost of this additional optional benefit through payroll deduction each month.
 - Alternative Death Benefit for Local Fire Members Credited with 20 or More Years of Service. As soon as administratively possible the District shall revised its' contract with CalPERS to include the optional benefit known as Alternative Death Benefit for Local Fire Members. The District shall pay the cost of this additional optional benefit.

5.8.2 Employee Contribution

- Employees Hired Prior to January 1, 2013:

- Members shall pay nine percent (9%) toward the employees' member contribution to PERS. Members shall also pay three percent (3%) of the employer contribution to PERS.
- NOTE: District contribution to the Employee Paid Member Contribution (EMPC) ceased July 1, 2014.
- Contribution shall be made through payroll deduction on a pre-tax basis.
- Employees Hired After January 1, 2013:
 - Members shall pay 50% of the PERS "normal costs" (as defined in PEPR). Members shall be notified of the monthly contribution rate for the following fiscal year in the first quarter of each calendar year.
 - Contribution shall be made through payroll deduction on a pre-tax basis.

5.9 Continuing Education Incentive

5.9.1 General Provisions

- a. Maximum educational incentive, subject to the limits in 5.9.2.d and 5.9.3.b is fourteen percent (14%).
- b. Education incentive is paid on a fiscal year basis.
- c. College units may not be used twice (e.g. in 5.10.2.a and to acquire a certificate listed in 5.10.3.a).

5.9.2 College Units or Degrees

a. College Units

Units	Percent
30	1.5
60	3.0
90	4.5
120	6.0

b. College Degrees

<u>Degree/Certificate</u>	<u>Percent</u>
Fire Technology Certificate	2

AA/AS Degree	4
BA/BS Degree	8

- c. College degrees must be applicable to the services delivered by the District. 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 will be submitted to the labor/management committee whose decision shall be final.
- d. College units (5.9.2.a) must be applicable to the award of a degree. 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 will be submitted to the labor/management committee whose decision shall be final.
- e. Up to a maximum of 8% in this category (5.9.2).

5.9.3 SFM Certificates

- a. The following certificates issued by the State Fire Marshal shall qualify for educational incentive pay:

Haz-Mat Technician	= 2%
Haz-Mat Specialist	= 1%
Fire Instructor I or Training Instructor	= 1%
Fire Instructor II or Instructor II	= 1%
Fire Instructor III or Instructor III	= 1%
Fire Apparatus Driver Operator	= 1%
Company Officer or Fire Officer	= 4%
Chief Fire Officer or Chief Officer	= 4%
Fire Inspector I or Fire Prevention Officer	= 1%
Fire Inspector II or Fire Protection Specialist	= 2%
Plans Examiner	= 2%
Fire Investigator I	= 1%
Fire Investigator II	= 1%
Community Risk Educator or Public Education Officer I	= 1%

- b. Up to a maximum of eight percent (8%) in this category (5.9.3).

5.10 Difference Pay

- 5.10.1 Suppression personnel who are reassigned by the Fire Chief to a forty (40) hour work week for Training, Fire Prevention or a special project shall receive a ten percent (10%) shift differential if the assignment is for more than thirty (30) calendar days.
- 5.10.2 The shift differential shall be applied to all hours in the employee's base assignment for the duration of the assignment.
- 5.10.3 The shift differential shall not apply to light duty assignments.
- 5.10.4 Administrative reassignment or modified duty due to disciplinary action shall not receive shift differential.

Note: This section does not apply to reassignment due to work related injury or illness.

5.11 Longevity Pay

- 5.11.1 Each bargaining unit member shall receive a longevity pay incentive as set forth below. These percentages are not cumulative.
- Three percent (3%) of base salary after ten (10) years of continuous service to the District.
 - Five percent (5%) of base salary after fifteen (15) years of continuous service to the District.
 - Seven percent (7%) of base salary after eighteen (18) years of continuous service to the District.
 - Nine percent (9%) of base salary after twenty-one (21) years of continuous service to the District.
- 5.11.2 The entire longevity pay incentive shall not exceed a maximum of nine percent (9%) of base salary for an eligible bargaining unit member.
- 5.11.3 Service shall be defined as the date the employee became eligible for PERS membership in the District.

5.12 Compensatory Time Off (CTO)

- 5.12.1 Each bargaining unit member may accrue up to the legal limit of four hundred-eighty (480) hours of compensatory time off (CTO) in lieu of overtime hours worked.

- 5.12.2 All such hours shall be scheduled, and used, at times specified by the District.
- 5.12.3 Any hours on the books as of June 30 of any year shall be liquidated by the District at the unit member's straight time rate of pay for that June.
- 5.12.4 Unit members shall *not* earn CTO hours for overtime worked from June 1st thru June 30th of any year.

5.13 Medical Transportation Unit Premium

Effective July 1, 2017, employees shall receive one dollar (\$1.00) per hour additional pay (in the same manner as out of class pay) for all hours worked on a Medical Transportation Unit (ambulance).

5.14 "Gap" Life Insurance

Effective July 1, 2017, the District shall provide an additional, limited term life insurance benefit for those Local #522 members aged 45 or older on the implementation date of the Pre-Retirement Option 2W benefit. The intent of this new benefit is to cover the gap created by the vesting requirement in the Pre-Retirement Option 2W optional benefit. The coverage shall be individual, not group and the District will discontinue paying for this additional coverage when the employees become vested under Option 2W. Employees may choose to maintain the extra insurance themselves on an individual basis.

ARTICLE 6: HOLIDAY LEAVE

6.1 Entitlement

6.1.1 Day Shift Personnel

6.1.1.1 Employees assigned to work a "day shift" schedule (as described in 10.1.2) shall not be entitled to receive the additional holiday compensation hours, but instead shall be entitled to the actual holidays off.

6.1.1.2 However, day shift employees, with the consent of their supervisor and the concurrence of the Fire Chief, shall be allowed, at the employee's discretion, to work any given holiday in exchange for taking the time off at

another time of mutual agreement between the Department and the employee.

6.1.1.3 Day shift employees, whose normal day off falls on a given scheduled holiday, shall be allowed to take another day off at a time of mutual agreement between the employee and the employee's supervisor. However, under no conditions shall the "holiday pay back" be delayed more than three (3) months except with the mutual consent of the employee. Deferred holidays shall not be "rolled over" into another fiscal year. Therefore, any deferred holidays must be taken within the given fiscal year or they shall be lost.

6.2 List of Holidays

New Years Day	January 1
Martin Luther King 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
Christmas Eve Day	December 24
Christmas Day	December 25

6.3 Holiday Work Routine

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

6.4 Flex Schedule

On any week in which a holiday occurs, an employee assigned to a 9/80 schedule may flex his/her work week so that the holiday occurs on an eight (8) hour day.

ARTICLE 7: LEAVES

7.1 Sick Leave

7.1.1 Definition

Sick leave/Family Leave:

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 as in Section 7.2.1.

Sick Leave Occurrence:

A sick leave occurrence is a continuous uninterrupted period of absence requiring use of sick leave

Note: Use of Family Leave and Bereavement Leave shall not be considered an occurrence of sick leave under this procedure.

A doctor's note provided on return from a sick leave occurrence indicating a justifiable medical reason for leave shall not constitute an occurrence under this procedure.

7.1.2 Entitlement

Sick leave shall be accrued on a monthly basis at the rate of:

- a) Shift Personnel 24 hours per month
- b) Non-Shift Personnel 17.14 hours per month
- c) Employees shall be entitled to accumulate sick leave on an unlimited basis.

7.1.3 Verification

An employee who is absent because of sick leave (taken for themselves or a member of their immediate family), for four (4) or more consecutive work shifts, shall furnish a letter from their licensed health care provider in the appropriate field of care for the type of illness or injury (or their family member's doctor) stating that their absence is medically justified for either themselves or in support of the medical recovery of the family member.

Sick leave used for the purposes of caring for a family member shall be recorded as "Family Leave". Paid time off for family leave in excess of one hundred forty-four (144) hours in any twelve (12) month period requires notification of the Fire Chief for all following occurrences up to two hundred-sixteen (216) hours.

Typically, use of sick leave to provide care or support for a family member shall be limited to no more than two hundred-sixteen (216) hours in any twelve (12) month period. Usage of more than four (4) consecutive shifts of this leave shall be pursuant to a written plan submitted to and approved by the Operations Chief. However, the Fire Chief shall have the discretion to extend the amount of sick leave granted if, in his/her opinion, extenuating circumstances justify the extension.

In the case of the employee only, the letter shall further state 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.

7.1.4 Reporting

- (a) Employees who need to utilize sick leave to cover absence from work must notify the District in advance of the absence.
- (b) Employees must have available leave hours to be compensated for the leave requested.
- (c) Employees requesting sick leave shall provide adequate notice whenever possible but no later than one hour prior to the scheduled shift.
- (d) Employees under normal leave use status must contact the Staffing Station Captain to request sick leave. Employees in Elevated or Excessive Leave Use Status must contact the Duty Chief to request leave approval.
- (e) Upon return to work employees shall complete the Absence from Assigned Hours form and distribute as indicated.

7.1.5 Leave Use Status

The fire department shall use a status system to manage the use of sick leave. The Level Use Status system will use a floating twelve (12) month period (most recent 12 months) to monitor sick leave usage.

- (a) Normal Leave Use Status
Employees who have five (5) or less occurrences of sick leave in a twelve (12) month period shall be considered in Normal Leave Use Status with no restrictions.

(b) Elevated Leave Use Status

Employees who have six (6) to seven (7) occurrences of sick leave in a twelve (12) month period shall be considered to be in an Elevated Leave Use Status.

Employees who reach Elevated Leave Use Status will, upon notification, remain at Elevated Status for six (6) months. In order to return to Normal Leave Status, the employee must, at the end of the six (6) month period, not have more than five (5) sick leave occurrences during the previous twelve (12) months.

(c) Excessive Leave Use Status

Employees who have more than eight (8) occurrences of sick leave in a twelve (12) month period shall be considered at Excessive Leave Use Status.

(d) Employees who reach Excessive Leave Use Status will, upon notification, remain at Excessive Leave Use Status for twelve (12) months. In order to return to the Elevated Leave Status, the employee must, at the end of the twelve (12) month Excessive Leave Use Status period, not have more than seven (7) sick leave occurrences during the previous twelve (12) months. In order to return to Normal Leave Use Status, the employee must, at the end of the twelve (12) month Excessive Leave Use Status period, not have more than five (5) sick leave occurrences during the previous twelve (12) months.

7.1.6.1 Restrictions

(a) Normal Leave Use Status

Employees at Normal Leave Use Status may follow the standard reporting process for requesting sick leave. There are no restrictions

(b) Elevated Leave Use Status

- Employees at Elevated Leave use Status must contact the Duty Chief to request Sick Leave.
- Employees at Elevated Leave Use Status are not eligible for voluntary overtime for a period of thirty (30) days from the date they reach Elevated Leave Use Status. Elevated Leave Use Status employees are eligible for mandatory overtime assignments.

(c) Excessive Leave Use Status

- Employees at Excessive Leave Use Status must contact the Duty Chief to request Sick Leave.
- Employees at Excessive Leave use Status are not eligible for voluntary overtime for a period of sixty (60) days

from the date they reach Excessive Status. Excessive Leave Use Status employees are eligible for mandatory overtime assignments.

- Employees at Excessive Leave Use Status are not eligible for voluntary Strike Team assignments (entire duration of Excessive Leave Use Status).
- Employees at Excessive Leave Use Status must present a physician's note for each occurrence of sick leave.

7.1.6 Appeal Process

Employees who experience a non-service connected illness or injury that results in recurrent use of sick leave, may petition the Fire Chief to prevent them from being placed at Elevated or Excessive Leave Use Status restriction. Petition must include legitimate medical certification indicating the need to utilize intermittent leave as a result of the non-service connected illness or injury. After consultation with the Labor representative the decision of the Fire Chief shall be final.

7.1.7 Fraudulent Use and Abuse of Sick Leave

Employee will be subject to disciplinary action up to and including termination for inappropriate and/or fraudulent use of sick leave, including but not limited to the following: fraudulently obtaining sick leave, falsifying sick leave request, providing false documentation. Misrepresenting the grounds for a sick leave request including but not limited to vacation, travel, recreational purposes, or to pursue or maintain other employment is also ground for discipline up to and including termination.

7.2 Bereavement Leave

Employees shall be eligible for up 96 consecutive shift hours, 80 hours for those in a day assignment, of leave taken from, at the employee's discretion; sick leave, vacation leave or CTO banks for the purpose of arranging and/or attending the funeral of a member of the employee's immediate family.

7.2.1 For the purposes of this section, immediate family includes spouse, child, step-child, foster 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, grandchild, aunt, uncle, niece, nephew, first cousin, or any relative or other significant person permanently domiciled in the employee's household.

7.2.2 Vacation 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.

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

7.3 Employee Organizational Leave

7.3.1 Bargaining

If required, a reasonable number (typically no more than one (1) per shift) of the negotiating committee members of Local 522 shall be granted reasonable leave from duty with full benefits for all meetings between the District and the Union for the purpose of meeting and conferring on the terms of a Memorandum of Understanding when such meetings take place at a time during which such member is scheduled to be on duty.

7.3.2 Union Business Leave

(a) A member of the Union who has been authorized by the Union Representative or the Union President to conduct business on behalf of the Union shall be released from duty without a deduction in pay for activities that have been mutually deemed beneficial to improving the labor and employment relationship in the District.

By way of illustration and not limitation, this will include:

- Scheduled Union meetings - local and State-wide;
- Unit meetings;
- Disciplinary hearings;
- Grievance procedures;
- Labor classes and seminars;
- Work-related funerals;
- Reasonable travel time, and preparation time, for the items listed above.

The preceding list is not all-inclusive and other permitted uses may be identified by the Fire Chief and the Unit Representative.

(b) At no time shall this leave be used for matters such as the following:

- In protest of the District or any other employer/public agency;
- For an activity that does not benefit the Union and the District;
- An activity that would discredit the Union or the District;
- Personal Leave.

- (c) Unless otherwise agreed upon by the Unit Representative, when attendance has been requested by the District, Administrative Leave will be used for internal labor/management committees, classes or seminars.

7.3.3 Grievances

If required, one (1) member of the Union shall be granted reasonable leave from duty with full benefits to serve as the designated representative in all meetings and hearings between the District and an employee for the purpose of resolving a grievance when such meetings or hearings take place at a time when that member is scheduled to be on duty.

7.3.4 Not Hours Worked

If a District employee is serving as a Union Representative during off-duty hours, such time shall not be regarded as hours worked.

7.4 Jury Duty Leave

7.4.1 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 7.4 shall not apply to service on the Grand Jury.

If the employee is placed on telephone standby on a day they are scheduled to work, they shall report for duty at the Fire Department as scheduled, notify their supervisor of their status and perform duties as assigned until they are required by the court to report. In the case where the court requires an employee to call back during the course of the workday, the employee will make every effort to do so.

If emergency calls for service, proper relief, or the business of the day (i.e. remote training) does not allow the employee to call in or report for jury duty at the time directed by the court, the employee shall call the Sacramento County Superior Court Jury Commissioner’s Office as soon as possible during the court’s business day (Monday through Friday 0930-1630). The employee shall follow the automated prompts to solicit an excuse from jury service and receive proper follow up

instructions from the Jury Commissioner's Office.

7.4.2 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.

7.4.3 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 scheduled for duty and is receiving wages from the District.

7.4.4 Jury Selection

Employees who have complied with Sections 7.4, 7.4.1, 7.4.2 and 7.4.3 and are reporting for jury selection will be granted leave from their assigned duty without loss of wages and benefits for a period not to exceed seventy-two (72) hours per calendar year. Use of the seventy-two (72) hour allotment is limited to those hours actually required to appear for jury selection and 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 selection shall report to work on the day of jury duty, and is excused from further service, shall report to work immediately following their release. .

7.4.5 Jury Empanelment

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 time required to meet the jury duty obligation.

7.5 Religious Holiday Leave

7.5.1 Defined

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

7.5.2 Request To Use

When an employee gives adequate 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.

7.5.3 Compensation

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

7.6 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.

7.7 Personal Leave

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.

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

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

7.7.3 Such employees may continue health (medical, dental, and vision)

benefits. The employee shall pay 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.

7.8 Absence Without Leave

7.8.1 Automatic Resignation

Absence without leave for more than three (3) consecutive scheduled work days is an automatic resignation as of the last day on which the employee actually rendered service.

7.8.2 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.

7.8.3 Reinstatement

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

7.8.3.1 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.

7.8.3.2 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.

7.8.3.3 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.

7.8.3.4 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.

7.9 Leave for Court Appearance

7.9.1 Work Related Appearances

Employees who are subpoenaed or required to appear in court for work-related reasons shall immediately notify the District of such subpoena or court appearance.

7.9.1.1 An employee shall be compensated 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.

7.9.1.2 Travel shall be based upon the employee's residence or assigned station, whichever is closer to the court.

7.9.2 Non-Work Related Appearances

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

7.10 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 7.2.1), 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.

7.11 New Child Leave

Any member of this unit shall be granted upon request up to two hundred forty (240) consecutive hours of either scheduled or unscheduled vacation time due to the birth or adoption of a child of the employee in any twelve (12) month period. If the New Child Leave is coupled with Family Leave, the sum total of the two leaves combined shall be no more than two hundred forty (240) hours.

7.11.1 This allowance is not inclusive of trades which may be utilized before, during, or after the consecutive vacation hours.

7.11.2 Usage of this leave shall be pursuant to a written plan submitted to both Human Resources and the Operations Chief. Final approval/denial is granted by the Operations Chief. The Fire Chief shall have the discretion to extend the amount of leave time granted if, in his/her opinion, extenuating circumstances justify the extension.

7.11.3 Consecutive leave use shall only be interrupted at the request of the employee to work on a holiday that falls on a normally scheduled work day. The employees' interest must be noted in writing at the time the original request is submitted for approval.

7.12 Miscellaneous

Leaves granted pursuant to this Article (7) shall run concurrent with 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.

ARTICLE 8: VACATION LEAVE

8.1 Anniversary Date

For purpose of sub-Article 8.2, the term anniversary date shall be that day on which the employee first rendered full-time paid service to the District.

8.2 Entitlement

8.2.1 Each shift employee shall accrue in accordance with the anniversary date schedule set forth below, the following hours of vacation leave each month:

Vacation Bank “A” - Hours to be Used for Leave

Month through and Including Month	Shift Hours Per Year	Shift Accrual Per Month	Day Shift Hours Per Year	Day Shift Accrual Per Month
0 24*	192 hrs. (7.92 shifts)	16	154.32	12.86
25 59	240 hrs. (10 shifts)	20	188.64	15.72
60 120	288 hrs. (12 shifts)	24	222.96	18.58
121 240	336 hrs. (14 shifts)	28	257.16	21.43
241 and Over	384 hrs. (16 shifts)	32	291.48	24.29

Vacation Bank “B” - Hours to be used for Cash Out by Shift Employee

Month through and Including Month	Shift Hours Per Year	Shift Accrual Per Month
0 24*	<i>120</i>	<i>10</i>
25 59	<i>120</i>	<i>10</i>
60 120	<i>120</i>	<i>10</i>
121 240	<i>120</i>	<i>10</i>
241 and Over	<i>120</i>	<i>10</i>

Mandatory Vacation Bank “B” Cash Out Leave is accrued by shift employees only.

The hours will be paid out at the employee’s straight-time rate of pay. Once the option has been elected, the decision is final and the leave hours cannot be transferred back. For day shift employees this option is in addition to the forty-eight (48) hours that may be cashed out on an annual basis.

Day shift employees may, at their option, cash out up forty-eight (48) hours of their accrued annual leave each year from their hours to be used for leave. They shall not accrue cash out leave.

Notes: During the first twelve (12) months, an employee earns/accrues vacation leave but may not schedule/take time off.

8.2.2 Usage, for a unit member assigned by the District to days, shall be converted in accordance with Article 10.3.

8.2.3 Every Fiscal Year each shift employee will accrue one hundred twenty (120) hours of annual leave in an annual leave cash out bank. The cash out of this bank is required each fiscal year and shall be paid at the employee's straight-time rate of pay. This bank may not be used for leave purposes.

The shift employee may elect to be paid at the rate of accrual, ten (10) hours each month with regular payroll, or in one lump sum on a separate check in November each Fiscal Year. The employee must notify the District each year by June 30th if the decision is lump sum payment.

- Absent notification, the employee shall be paid their straight-time rate at ten (10) hour per month.
- Absent notification of change to cash out option by June 30th of any Fiscal Year will result in a default to the previous year's election.

8.2.4 Every Fiscal Year each day-shift employee will, at his or her option, be able to cash out up to forty-eight (48) of their accrued annual leave at their straight-time rate of pay. The employee must notify the District of their wish to cash out this leave, and how many hours, on or before June 30th each year.

Day shift employees may elect to receive payment monthly with their regular payroll in equal installments or in a lump sum on a separate check in November each Fiscal Year.

8.3 Optional Cash Out Bank

Optional Cash Out

Fiscal Year	Maximum Additional Hours Per Year for Cash Out	Maximum Hours for Cash out per Month
13/14	18	1-3 Hours
14/15	36	1-3 Hours

* Fiscal Year 13/14 leave cash out available January 1, 2014 through June 30, 2014.

- 8.3.1 For Fiscal Year 2013/2014, members of 522 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 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.
- 8.3.2 For Fiscal Year 2014/2015, members of 522 employees 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.

Note: Employees may not cash out more leave than accrued at the time of cash out.

8.4 Bidding

Annual vacations shall be open to bid during the month of October for the coming calendar year. The Union shall be responsible for conducting the annual vacation bid.

Prior to the execution of each vacation bid process, the Department and the Union shall meet and confer and mutually agree upon a *reasonable* timing and process by which the vacation bid shall be conducted. In determining what is *reasonable*, the Union shall be obligated to consider the reasonable business and operational needs of the department as it pertains to the mechanism for conducting the bid. Similarly, the department shall be obligated to agree to the timing and a mechanism for the bid that is not overly cumbersome and/or ineffective for the Union and does not unnecessarily delay the bid process.

Each employee who bids vacation leave, shall be guaranteed an opportunity to take such time in accordance with the bidding. An annual vacation bid shall be in full shift increments and shall be made as set forth below:

- 8.4.1 Vacation bids shall operate in order of seniority by date of hire (as defined by Article 12) within the shift.
- 8.4.2 It is the responsibility of each employee to select their vacation(s) expeditiously in each round. All bidding shall be completed by the end of October.

(a) Round One

In the first round of bids, an employee may bid one (1) vacation which shall be unlimited consecutive shifts. The employees may then make a second bid for up to four(4) more consecutive shifts off, provided the second pick is not consecutive to the first pick.

(b) Round Two

After all employees have had an opportunity to bid in round one, a second round shall be held. During this round, an employee may select unlimited numbers of dates and shifts. However, members shall not bid through this process more vacation time than they are entitled to accrue for the given calendar year.

8.4.3 An employee shall be permitted to interrupt or terminate vacation leave in order to begin sick, bereavement or new child leave without a return to active service, upon notification to the District, provided the employee supplies adequate supporting documentation regarding the basis for such interruption or termination.

8.4.4 An employee who alters their vacation leave pursuant to 8.3.3 above shall be entitled to request the reschedule of vacation pursuant to 8.4. Such a request shall not be unreasonably denied if fewer than six (6) 24-hour shift employees are on vacation leave.

8.4.5 During the bid process in October, up to six (6) 24-hour shift personnel are guaranteed vacation leave from the shift

Daily full staffing is defined as Board approved shift FTE - funded or unfunded, vacant or filled.

(a) Exception:

Vacation leave taken for the purposes of bonding or birth of a child (New Child Leave) does not count toward the total number of 24-hour shift employees off. Other leaves which do not count toward the maximum number off include: Bereavement Leave, Family Leave, and Emergency Leave.

(b) Leaves granted pursuant to Articles 7 and/or 8 shall run concurrently with 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.

8.4.6 Annual vacation bids shall be verified by the District no later than November 15 of each year.

8.4.7 Once submitted and verified, annual vacation, for days in which the maximum number of persons allowed off on vacation has been reached (i.e. the day is “bid-out”) shall not be cancelled or modified by the employee within less than fourteen (14) days of the scheduled vacation period, except with the written approval of the Fire Chief and upon showing of extraordinary cause.

When leave is cancelled or modified with fourteen (14) or more days’ notice, the canceled days shall be posted by staffing within twenty-four (24) shift hours and employees shall be allowed to bid, by seniority, on those days within forty-eight (48) shift hours. Upon awarding of the vacation shift, staffing shall post the results.

When leave is canceled with less than fourteen (14) days’ notice, the canceled days shall be posted, awarded and re-posted by staffing in accordance with instructions issued by the Fire Chief.

If the District initiates a shift change, the employee’s selected vacation bids will not be affected.

8.4.8 Vacation hours must be accrued before they can be taken.

8.5 Requests During the Year

A request to utilize vacation leave, other than as specified in 8.3, shall be processed on a first received basis. Except in extraordinary circumstances, such leave requests shall be submitted at least twenty-four (24) prior to the commencement of the requested shift(s).

Note:

- 1. At no time shall more than six (6) of the daily full staffing be scheduled for vacation simultaneously, as provided for in 8.3.5.*
- 2. Should the District increase the shift strength beyond 46 employees (per shift) for any period exceeding 180 days during the term of this agreement, the number of personnel that may be off on vacation shall be adjusted to allow vacation opportunities for up to Fifteen Percent (15%) of the shift strength.*
- 3. All shifts from the ratification and approval of this contract through the end of the calendar year that are not bid out at seven (7) personnel shall only be allowed to have six (6) personnel off on vacation leave.*

8.5.1. Leave requests during the year shall be for not less than six (6) hours. However, in no case shall an employee be allowed to take more than one (1) partial shift of vacation leave within a single twenty-four (24) hour shift.

8.5.2 Except as set forth in 8.3.4, the District shall not be required to grant, but shall not unreasonably deny, any request pursuant to this sub-Article.

8.6 Vacation Leave Bank

8.6.1 No employee may have credited to their account on June 30 of any year more than their prior year's accrual rate as identified in vacation schedule "A", plus 24 hours. Any hours accrued in vacation schedule "B" which the unit member shall elect to be paid (see 8.2.1 above) may not be carried over.

8.6.2 If an employee has accumulated vacation hours in excess of the permitted carryover (8.5.1), accrual of vacation hours shall be suspended and the employee shall accrue no additional hours until after the equivalent of the excess hours would have been surpassed if accrual had resumed at the beginning of the year.

8.6.3 Any request to carry over additional hours shall include a statement of the extraordinary circumstances and a plan which will liquidate the excess in the coming fiscal year. It shall be the Fire Chief's discretion to approve or disapprove such requests.

8.7 Compensation Upon Separation

At the time of separation for any reason, an employee shall be compensated at his/her then current straight time hourly rate, for all vacation hours earned in both vacation banks "A" and "B", which shall include hours accumulated and not used.

8.8 Prior Approval

No employee shall take vacation leave without prior approval from the District.

ARTICLE 9: PROFESSIONAL GROWTH

9.1 Education

The District encourages continued professional growth.

9.2 Accessing and Use of Professional Growth Funds

- 9.2.1 In each Fiscal Year's Final Approved Budget, the Department shall set aside One Hundred Fifty Dollars (\$150.00) per unit member for the express purpose of providing Professional Growth funds for members of this unit.
- 9.2.2 The Professional Growth Funds are to be used for the exclusive purpose of: (a) reimbursement for tuition, educational materials, and/or certificate costs of instruction pursued as part of either a program of instruction pursuant to a Fire Department promotional prerequisite; or (b) for the unit member's professional development generally.
- 9.2.3 To receive these Professional Growth Funds, employees shall submit to the Administration Chief (or other individual as designated by the Fire Chief) by the end of each Fiscal Year's third quarter (no later than March 31st) receipts for the tuition, educational materials and/or certificate costs for which reimbursement is allowed under these provisions, and proof of successful completion of the class/course (if applicable).
- 9.2.4 Employees who pursue Professional Growth instructional opportunities shall do so off-duty, on their own time. However, nothing in this section shall prohibit an employee from receiving on department time and expense training authorized by a given division administrator (e.g., the Fire Marshal, etc.) when said division administrator has determined the training is necessary for the administration of his/her program.
- Employees receiving training in this manner shall be allowed to apply the training towards the prerequisites to qualify for an Educational Incentive, but shall not be able to apply such instructional hours towards their Continuing Education requirements.
- 9.2.5 Employees desiring further reimbursements of Professional Growth costs (beyond their original per capita share) may apply to the Administration Chief, in writing, for a second per capita share of the Professional Growth Funds on or after April 1st of each year. Second per capita shares shall be dispersed on a first come, first served basis until such time as the budgeted Professional Growth funds have been exhausted. Requests that are received at the same time and date, shall be granted in order of seniority by date of hire.

9.3 District Initiated Training

If the District directs attendance at training, the District will make all necessary scheduling changes.

9.3.1 The employee will typically be assigned to eight (8) hour days and will be compensated for attendance.

9.3.2 The District will bear the expense of any such training.

ARTICLE 10: HOURS OF EMPLOYMENT

10.1 Duty Hours

Employees shall be assigned, at the discretion of the Fire Chief and based upon District needs, to either shift or day duty.

10.1.1 Shift Personnel

Shift personnel shall report for duty, ready to work, at 0700, and shall go off after forty-eight (48) hours at 0700. A shift constitutes a twenty-four (24) hour period; therefore, shift personnel work two consecutive twenty-four (24) hour shifts

10.1.2 Day Personnel

10.1.2.1 A day shift shall typically be an eight (8) hour day on one of the following schedules: 0700 to 1500 OR 0800 to 1600.

10.1.2.2 The Fire Chief may, with the mutual consent of the affected employee, modify a typical day work schedule to an alternative schedule (e.g., four (4) ten-hour days per week) if the Fire Chief determines such a change will better meet the needs of the District.

10.1.3 Assignment of Work

All times while on duty, an employee is subject to assignment of work.

10.1.3.1 Station maintenance work, however, shall typically be performed between 0730 and 1630 hours.

10.1.3.2 An hour shall typically be allowed for lunch which shall be taken as a group meal generally between 1200 and 1300, unless delayed or interrupted by an emergency, work assignment, drill, or other department business need, in

which case it shall be taken at a more convenient time. Furthermore, a 15-minute work break shall be allowed at a convenient time in the morning and the afternoon.

10.1.3.3 Hours outside of 0730-1630 are typically not subject to assignment of work except for equipment readiness, emergency work and night drills.

10.1.3.4 Sunday Drill schedule will typically be designated as Officer Determined Drill days. Exceptions to this may be required to facilitate specific training opportunities.

10.1.4 Non-Scheduled Shift Hours and Days

In appropriate circumstances, the District may require unit employees to render service at hours and on days other than those in the employee's regular or normal schedule. Refer to Article 20.10.

10.1.5 Shift (24 hour) to Day (8 hour) Changes

A shift employee, absent other considerations, shall typically be changed to days for reasons associated with either light duty or providing/ receiving training. Such changes shall be for a limited time and, when reasonably possible, preceded by advance notice to the employee. A change for training purposes shall be for not less than one (1) week.

10.2 Shift Duty Schedule

Employees assigned to a shift duty schedule shall work on the basis of twenty-four (24) hours on duty. This shall average a total of fifty-six (56) hours per week. The fifty-six (56) hour week shall be scheduled as follows:

XX0000XX0000XX0000

Where: X = Consecutive hours on duty
0 = Consecutive hours off duty

The schedule shall then repeat itself for each of the A, B and C shifts.

10.2.1 When one shift is scheduled to work December 24 and December 25, the shift scheduled for December 24 shall be automatically traded with the crews on duty on December 23. This change shall take place prior to annual leave vacation bidding.

10.2.2 Unit members shall be eligible for overtime in accordance with FLSA standards (except as stipulated in Article 5.1.2 and 5.1.3). At the present time, for employees on a 24-day work cycle, the FLSA

threshold is one hundred eighty two (182) hours worked in a work cycle.

10.3 Daily Hour Value

The standard work week for day personnel is forty (40) hours. The standard work week for shift personnel is fifty-six (56) hours, or one point four (1.4) times that of the day employee. In order to provide equivalent time off, whether the District has assigned the employee to days or shifts, a factor of one point four (1.4) will be used to multiply or divide vacation leave and/or sick leave to arrive at the proper usage rate.

10.4 Consecutive Hours Worked

10.4.1 District Assigned

No fire suppression employee shall be assigned to work in excess of seventy-two (72) consecutive hours except in case of a strike team assignment or in a bona fide emergency.

10.4.2 Voluntary

A fire suppression employee may voluntarily work up to ninety-six (96) consecutive hours unless the immediate supervisor determines that he/she is not fit for duty. A determination of “not fit” shall require the concurrence of a chief officer.

An employee must have a minimum of twelve (12) hours off before being eligible to work again in a voluntary status.

ARTICLE 11: DRUG AND ALCOHOL TESTING

11.1 Definitions

11.1.1 “Drug” means any controlled substance as defined in the California Health and Safety Code section 11007 as it may be revised from time to time, and any successor sections.

11.1.2 “Intoxicant” means any substance which is capable of raising a person’s blood alcohol level to an amount detectable using any commonly accepted testing method.

- 11.1.3 “Alcohol” means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
- 11.1.4 “Illegal drug” means any drug which is not legally obtainable; any drug which has not be obtained legally; or any drug not prescribed for the person.
- 11.1.5 “Prohibited conduct” includes:
- 11.1.5.1 Reporting for duty or staying on duty while using or possessing any illegal drug, intoxicant, or other illegal mind altering substances, either during or directly before reporting for duty.
 - 11.1.5.2 Reporting for duty or staying on duty after testing positive for any of the drugs as defined in this Article.
 - 11.1.5.3 Reporting for duty or staying on duty while using alcohol, or being under the influence of alcohol to the extent that would impede the employee’s ability to perform his/her duties safely and effectively, or to the extent that the employee tests positive as defined in this Article.
 - 11.1.5.4 Refusing to submit to and complete testing as set forth in this Article.
 - 11.1.5.5 Use of alcohol within 8 hours after an accident, or before completion of post-accident testing, whichever comes first.
- 11.1.6 “Accident Requiring Testing” means an accident involving any motor vehicle where a unit member is the driver of at least one of the involved motor vehicles, and the accident occurs in the course and scope of employment and the damage/circumstances is any one of the following:
- a) An accident involving a fatality; or
 - b) An accident wherein one or more motor vehicles are towed from the scene; or
 - c) An accident wherein someone is treated medically away from the scene or, refused treatment and/or transport against medical advice; or

d) The member is issued a citation.

11.1.7 “Mandatory Guidelines” means the Mandatory Guidelines for Federal Workplace Drug Testing Programs as established by the Federal Substance Abuse and Mental Health Services Administration (SAMHSA). (“Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Mandatory Guidelines for Federal Workplace Drug Testing Programs (Final Notice),” 69 FR 71 (April 13, 2004), pp. 19644-19673) Effective November 1, 2010, “Mandatory Guidelines” means the Mandatory Guidelines for Federal Workplace Drug Testing Programs as established by the Federal Substance Abuse and Mental Health Services Administration (SAMHSA). (“Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Mandatory Guidelines for Federal Workplace Drug Testing Programs (Final Notice),” 73 FR 228 (November 25, 2008), pp. 71858-71907)

11.2 Application

- (a) All unit members are subject to the provisions in the Drug and Alcohol Testing section.
- (b) No unit member may engage in prohibited conduct.
- (c) Notwithstanding any other provision of this Agreement, a unit member who uses prescription or over-the-counter medication while on duty, which the member knows or should know may render him/her unable to perform his/her regularly assigned duties safely, must report such use to his/her supervisor. In such instances, the Department may reassign the member to duties which can be safely performed, or may require the member to remain off duty.

11.3 Reasons For Testing

Drug and/or alcohol testing will be administered:

- 11.3.1 Immediately following an accident requiring testing as defined in Article 11.1.6 (Post-Accident Test).
 - A Post-Accident Test will be administered to the driver or drivers of the vehicle or vehicles.
- 11.3.2 Prior to being returned to work following any positive test (Return To Work Test). This test is mandatory.

11.3.3 Upon Reasonable Suspicion that an employee is under the influence of any substance listed in 11.1.1 through 11.1.4 (Reasonable Suspicion Test).

- (a) Reasonable suspicion determination: One trained supervisor or company official can make the decision based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.
- (b) For the purposes of this Article, reasonable suspicion will exist only after the Fire Chief or his designee has considered the facts and/or evidence in the particular case and agrees that they constitute a finding of reasonable suspicion. A designee shall be an individual other than the suspected employee's immediate supervisor and other than the person who made the initial observation leading to the question of reasonable suspicion. The designee shall be a person who is authorized to act for Fire Chief in carrying out this section and who is thoroughly familiar with its provisions and procedures.
- (c) After the existence of reasonable suspicion has been confirmed by the designee the facts and/or evidence upon which the reasonable suspicion is based shall be documented in writing. A copy of this shall be given to the affected employee.

11.4 Testing Process and Standards

Drug and alcohol testing conducted under this section shall comply with the following standards and procedures:

- (a) The drug testing process shall be one that is scientifically proven to be at least as accurate and valid as urinalysis using an immunoassay screening test, with all positive screening results being confirmed utilizing gas chromatography/mass spectrometry before a sample is considered positive.
 - i. The Department shall use cutoff levels for substances listed in the established industry standard 10 panel testing as set by the qualified lab which is performing the tests (see Exhibit 1).
 - ii. Except as otherwise required by this Article, all drug testing procedures shall be performed in a manner substantially the same as that outlined in the Mandatory Guidelines.

- iii. The list of substances to be tested for shall be in line with the industry standard 10 panel test provided by the qualified contracting lab. Additional controlled substance testing may be required if deemed necessary by the Fire Chief or designee for the purposes of reasonable suspicion.
- (b) The alcohol testing process shall be one that is scientifically proven to be at least as accurate and valid as breath sample testing using breath alcohol analyzing instruments which meet the State Department of Health Services standards specified in Title 17, Division 1, Chapter 2, Subchapter 1, Group 8, Article 7, Sections 1221.2 and 1221.3 of the California Code of Regulations.

The Department shall use cutoff levels for alcohol concentration (or content) as follows:

- The Department shall use cutoff levels for alcohol concentration (or content) of 0.01 or higher for a positive evidential breath test. Where “alcohol concentration” means “the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath.”
- Assuming compliance with this Article, the District shall consider an alcohol level of less than 0.01 to be *de minimus*.
- If the test is positive the employee has a right to an immediate second test.

11.5 Split Sample Testing

An employee may elect to have the second portion of a split sample tested pursuant to the Mandatory Guidelines. The employee may have the second portion of the split sample tested at a laboratory of his/her choosing, provided however that the laboratory must be certified.

11.6 Personnel Actions Related To Drug Testing

11.6.1 An employee who is tested pursuant to the Post Accident Testing provisions of this agreement will be returned to work after the test has been administered, but will not be assigned any duties that include operating motor vehicles pending the results of the test.

11.6.2 An employee who is tested pursuant to the Reasonable Suspicion Testing provisions of this agreement will be placed on administrative

leave and will not be permitted to perform any work, pending the results of the test. This includes any employee who is tested pursuant to the Reasonable Suspicion provisions of this agreement, even if the test is also subsequent to an Accident.

11.6.3 Any employee who is tested pursuant to the Return To Work Testing provisions of this agreement will not be permitted to perform any work, pending the results of the test.

11.6.4 Any employee who refuses to submit to and complete testing as outlined in this agreement will be considered to have tested positive.

11.6.5 Any employee who is tested pursuant to the provisions of this agreement, and the test results are negative, will be immediately returned to duty.

ARTICLE 12: SENIORITY

12.1 Annual List

The District shall provide and update as needed two (2) seniority lists of all unit employees. One shall be prepared by date of hire without regard to classification, and the other by seniority in rank. Copies of these lists will be available through staffing.

12.2 Calculation

Credit will be given for all paid full-time service beginning with the first day of paid full-time service in the District.

12.3 Tie Breaking

If two (2) or more employees are credited with the same initial appointment date, placement on the seniority list will be determined in accordance with the following:

12.3.1 If both were hired from the same employment list, the one who ranked highest shall be listed first.

12.3.2 If not resolved by 12.3.1, earliest date of service with the District in any capacity.

12.3.3 Any remaining employees shall be placed on the seniority list by lot.

ARTICLE 13: PROBATIONARY PERIOD

13.1 Initial Employment

All unit employees shall be in probationary status for the first twelve (12) months of employment in the District, exclusive of their time in the recruit classification. The probationary period is a continuation of the selection process. During such time, probationary employees may be terminated, at any time, at the sole discretion of the District. Employees in the Fire Recruit classification, who are not eligible to be unit employees until they complete the academy and move into a regular Firefighter classification, are “at will employees” for the entirety of their time in the Fire Recruit classification.

13.2 Promotion

All unit employees shall serve a probationary period of twelve (12) months upon acceptance of a promotion to a higher rank.

13.2.1 A promotional appointment may be rescinded by the District, at any time, during the probationary period.

13.2.2 A permanent employee whose promotion is rescinded shall have the right to return to his/her former rank.

13.3 Extension of Probation

The probationary period shall be extended if the employee has missed all or any portion of at least ten (10) regularly scheduled shifts (or their day equivalent) to ensure a full twelve (12) months of service to the District. Written notice of the extension shall be provided to the employee and Local 522. The extension shall not exceed the number of shifts/days in which the probationer was absent (this number shall be rounded to the next higher whole number in case of partial shift/day absences). Pre-approved vacation shall not trigger this provision.

ARTICLE 14: PROMOTIONS

14.1 Engineers

Promotion to Engineer shall be by competitive examination. Examination contents shall be determined by the Fire Chief; the areas of study shall be publicized at least sixty (60) days prior to the written test.

14.2 Captains

Promotion to Captain shall be by competitive examination. Examination contents shall be determined by the Fire Chief; the areas of study shall be publicized at least sixty (60) days prior to the written test.

14.3 Battalion Chiefs

Promotion to Battalion Chief shall be by competitive examination. Examination contents shall be determined by the Fire Chief; the areas of study shall be publicized at least sixty (60) days prior to the written test.

14.4 The Examination

14.4.1 The written test for Engineer, Captain and Battalion Chief shall specifically relate to the job description adopted by the District to meet service goals established for each rank.

14.4.2 The Fire Chief may include components other than a written test. This includes, but is not limited to, an oral or performance tests.

14.4.3 To be placed on the promotional list, the employee must pass each component of the examination with an overall score of seventy percent (70%) or better as identified on the exam announcement. Some portions of the exam may include critical failure criteria. Any candidate who fails to complete any of the identified critical failure criteria shall be removed from the examination process.

14.4.4 Promotional Test Remediation (For existing actors only)

Failure of any portion of the examination process will result in the immediate suspension of acting privileges in the respective rank until remediation and retesting in the area of failure is successfully completed.

The remediation and retesting should be offered as soon as reasonably possible, but no more than sixty (60) days post exam process. The remediation and retesting process will be coordinated by the Training Division. Only one retest will be offered.

Written/Oral Board:

Define area of weakness and provide focused training and retest that area specifically.

Manipulation/Assessment Center:

Define weakness and provide practice and retest that area specifically.

If the employee is successful in remediation they will be placed back on the respective Secondary Acting List. If the employee is unsuccessful in retesting, the employees acting privileges will be revoked until successful completion of the next available promotional testing for that rank is offered.

Note: Employee who are not currently on a secondary acting list will not be offered remediation and retesting.

- 14.4.5 The District supports the concept of promotion from within. The District specifically reserves, however, the right to announce any examination on an open, promotional or combination basis. In order to exercise this option, at the rank of Captain, Engineer, or Battalion Chief the Fire Chief must first determine that an insufficient number of qualified candidates exist internally to allow for an internal recruitment.

Promotion to the rank of Engineer and Captain shall be conducted via the “Rule of Three” from a ranked promotional list.

In the case of Battalion Chief the “Rule of Three” shall not apply. The Battalion Chief Promotional List shall consist of a pool of successful candidates from which the Fire Chief may choose.

The Fire Chief’s judgment in this matter shall be final.

14.5 Promotional List

- 14.5.1 It is the intent of the District to offer a promotional exam for the rank of Captain on even years and the rank of Engineer on odd years. The Battalion Chiefs exam will be held every four (4) years, or more often as needed.
- 14.5.2 The District shall make promotions from the three (3) persons with the highest final scores remaining on the list. For example, if there are six (6) names on the list, the District must first choose from numbers 1, 2 or 3; if No. 3 is chosen, the second hire must be made from numbers 1, 2 or 4, et cetera.

14.5.3 At the conclusion of the Battalion Chief Examination process, all successful candidates shall participate in a senior chief(s) oral interview. Once the interviews are completed, the Fire Chief shall determine those candidates most likely to be the next to promote should vacancies at the Battalion Chief rank occur. Those candidates shall be placed in Group A for mentoring and succession planning purposes. All other successful candidates shall be placed in Group B; however, the Fire Chief may choose from all candidates on the promotional list.

14.5.4 Promotional lists for Captain and Engineer shall expire twenty-four (24) months after establishment. Extension of any promotional list will require a meet and discuss between the Fire Chief and the Union.

The Battalion Chief Promotional List shall expire when determined to be exhausted by the Fire Chief, or at the completion of the next examination process.

14.5.5 Successful candidates in all ranks shall receive a Currency Task Book from the Training Division each year. All candidates on the secondary or promotional list(s) are required to complete a Currency Task Book annually to maintain acting and promotional status for the respective position.

14.5.6 Persons promoted under this Article shall be placed in the appropriate pay step to insure a minimum of a five percent (5%) pay increase in base salary.

14.6 Rank Reductions

14.6.1 An employee reduced in rank, for other than economic reasons, is required to apply for promotion if promotion is desired.

Unless otherwise set forth in a for-cause proceeding, the employee may not apply for promotion for at least twelve (12) months.

14.6.2 An employee reduced in rank for any reason shall suffer at least a one (1) step (5%) reduction in pay.

ARTICLE 15: GRIEVANCE PROCEDURE

15.1 Purpose

The purpose of the grievance procedure is to secure, at the lowest possible administrative 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.

15.2 Definitions

15.2.1 A “Grievance” is an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement.

15.2.2 A “Grievant” is a member of the representation unit, a group of such employees, or the Union.

If the claim involves an alleged violation of Union Rights (Article 2 or 3), the Union may submit such grievance in writing to the Fire Chief directly, and the processing of such grievance shall commence at Level II.

15.2.3 A “day” is any day that the central administrative offices of the District are open for business.

15.2.4 The term “immediate supervisor,” as used throughout this Agreement, is the lowest level supervisor having immediate jurisdiction over the grievant who has been lawfully designated to adjust grievances by the Fire Chief.

15.2.5 Whenever throughout this Agreement, a reference is made to the Fire Chief or Chief, the term shall include “or designee.”

15.3 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by informal conference with his/her immediate supervisor within ten (10) days after the grievant knew or should reasonably have known of the alleged violation of this Agreement.

15.4 Level I

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

15.4.2 If the grievance arises from alleged action or inaction of the Board of Directors, or a member of the administration at a level above the immediate supervisor, the grievance shall be submitted to the Fire

Chief and processing shall commence at Level II.

15.4.3 The immediate supervisor shall provide a written response to the grievant within ten (10) days after receiving the grievance filed pursuant to 15.4.1.

15.4.4 At any time prior to issuance of the decision in 15.4.3, either party has the right to convene a personal conference to discuss the grievance. Either the grievant or the respondent may have one (1) conferee present at such conference(s).

15.5 Level II

15.5.1 If not resolved to the satisfaction of the grievant at Level I, the grievance may be appealed to the Fire Chief within five (5) days after either receipt of the written decision provided pursuant to 15.4.3, or after the period of time for rendering a decision at Level I has run if no written decision was rendered. This appeal shall be in writing, and shall follow the same procedure set forth in 15.4.

15.5.2 The Fire Chief shall investigate and provide a written decision to the grievant within ten (10) days after receiving the appeal. Either the grievant or the Fire Chief has the right to convene a personal conference to discuss the grievance.

15.6 Level III

15.6.1 If a grievant is not satisfied with the decision rendered pursuant to Level II, or if no written decision has been rendered within ten (10) days, the grievant, with the concurrence of the Union, may appeal the decision to the Governing Board.

15.6.2 The appeal shall include a copy of the original grievance; decisions rendered at all previous levels, and a clear, concise statement of the reason for the appeal. It shall be submitted within twenty (20) days after the decision at Level II or after the period of time for rendering a decision at Level II has run if no written decision was rendered.

15.6.3 The Governing Board, at its sole option, will select one (1) of the three options set forth below:

15.6.3.1 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 (45) days after receipt of the appeal. The grievant and the Union Representative shall be notified of the date of hearing within ten (10) days after the first Board Meeting after the submission of the appeal; or

15.6.3.2 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

15.6.3.3 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 and the Union Representative shall be notified of the date of hearing within ten (10) days after the first Board Meeting after the submission of the appeal.
- 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.

15.6.4 The Governing Board shall issue its Decision and its Findings 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 appeal if no hearing was conducted; or
- within thirty (30) days of submission of the hearing officer's recommended decision.

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

15.7 General Provisions

15.7.1 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.

- 15.7.2 Nothing contained herein will be construed as limiting the right of any grievant to discuss a grievance informally with his/her immediate supervisor or to have the grievance adjusted, prior to Level III, without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.
- 15.7.3 If multiple grievances arise at Level II on the same issue, the District may elect to hear only the first written grievance filed at Level II. In such case, the decision rendered shall be applicable to all claims on the same issue which arose from the same set of circumstances.
- 15.7.4 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.
- 15.7.5 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.
- 15.7.6 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.
- 15.7.7 Time limits set forth in this Article may be modified by mutual agreement of the parties involved.
- 15.7.8 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.
- 15.7.9 Any request for necessary and relevant information should normally be made at Level I. Only related matters may be subsequently introduced.
- 15.7.10 Any party may obtain the following information in possession of,

or which may reasonably be obtained by, the responding party or the responding party's representative:

- The name, address and telephone number of each witness whom the responding party intends to call to testify at the arbitration hearing. (As used herein, "responding party" shall mean the person of whom the information is requested).
- Copies of written statements, if any, by any person whom the responding party intends to call as a witness.

15.7.11 All written grievances, grievance appeals, decisions and all other related written communications shall be filed simultaneously with the Union representative.

15.7.12 No reprisals of any kind will be taken by the District or the Union against any unit member or other participant in the grievance procedure by reason of such participation.

ARTICLE 16: DISCIPLINARY ACTION

16.1 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 a dismissal. 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.

16.2 Who May Initiate

The Fire Chief, or his designee, may initiate discipline.

16.3 Causes for Disciplinary Action

Each employee with permanent status shall be subject to disciplinary action for the causes set forth below:

- (a) Fraud in Securing Employment.
- (b) Incompetence.
- (c) Inefficiency.
- (d) Inexcusable neglect of duty.

- (e) Insubordination.
- (f) Dishonesty, including theft.
- (g) 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 - used an alcoholic beverage, or an intoxicant of any kind.
- (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 involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of any felony or a misdemeanor involving moral turpitude is deemed to be a conviction for purposes of this Article.
- (l) Inexcusable discourteous treatment of the public or another officer or employee of the District.
- (m) Illegal political activity.
- (n) Inexcusable disobedience of a lawful order or direction.
- (o) Willful violation of any of the rules set forth in the operation manuals and/or violation of any of the rules set forth in the Policy and Procedures Manual of the District or of the terms of this Agreement.
- (p) Failure of good behavior, either during or outside of duty hours, which is of such nature that it causes discredit to this District or his/her employment.

16.4 Procedure for Imposing Disciplinary Action On a Permanent Employee

16.4.1 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 to be effected.

Notwithstanding the one-year time period specified in section 16.7, an investigation may be reopened against a member if both of the following circumstances exist:

- (a) Significant new evidence has been discovered that is likely to affect the outcome of the investigation.
- (b) One of the following conditions exists:
 - (1) The evidence could not reasonably have been discovered in the normal course of investigation without resorting to extraordinary measures by the agency.
 - (2) The evidence resulted from the member's pre-disciplinary response or procedure.

16.4.2 Contents of Written Notice

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

- A statement identifying the District.
- 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 contract 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.

16.5 Administrative Appeals of Disciplinary Actions

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

- a) File no appeal pursuant to 16.5.1 below.

- b) File for an Administrative Appeal Hearing pursuant to 16.5.2 below.
- c) File for an Evidentiary Hearing pursuant to 16.5.3 below.

16.5.1 File no appeal

The employee may elect to not appeal the discipline. Failure to file an appeal as outlined in either 16.5.2 or 16.5.3 below will constitute an employee's waiver of his or her right to an appeal. In this case the disciplinary action proposed by the District shall be imposed.

16.5.2 Administrative Appeal Hearing

16.5.2.1 Request

- (a) 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.
- (b) If an employee files an appeal under both this section (16.5.2) and section 16.5.3, the parties shall determine whether the employee intended to utilize the process under 16.5.2 or 16.5.3
- (c) For purposes of this subsection "business day" means a day on which the Human Resources Department is open for business to the public.

16.5.2.2 Selecting a Hearing Officer

The parties may agree to the selection and appointment 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. Union or disciplined employee, as the case may be, shall have the first strike.

16.5.2.3 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 District. Each party, however, shall bear

the cost of its own representation and presentation including preparation, appearance, and post-hearing briefs, if any.

16.5.2.4 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 16.5.3 below.

16.5.2.5 Administrative Appeal Hearing Procedures

b. Any appeal to an Administrative Appeal Hearing pursuant to subsection 16.5.2 above shall be conducted in conformance with the provisions of the Administrative Procedures Act (APA) found in Government Code (GC) sections 11500 – 11529.

c. The appellant will not suffer a loss of pay for time spent participating in an appeal hearing.

d. The hearing officer shall provide a written proposed decision pursuant to the APA to the Board for its action.

16.5.3 Evidentiary Hearing

16.5.3.1 Request and Waiver of Alternative

(a) 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 16.5.3.4 below.

(b) 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 16.5.2 above and that he/she is expressly, knowingly, and forever waiving that right.

(c) For purposes of this subsection "business day" means a day on which the Human Resources

Department is open for business to the public.

16.5.3.2 Selecting a Hearing Officer

The parties may agree to the selection and appointment of an arbitrator as the 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. Union or disciplined employee, as the case may be, shall have the first strike.

16.5.3.3 Fees

The parties will equally share the expenses of the arbitrator, court reporter, and transcript, if requested. Each party, however, shall bear the cost of its own representation and presentation including preparation, witness appearance (excluding the employee seeking the appeal), and post-hearing briefs.

16.5.3.4 Evidentiary Hearing Procedures

Any appeal to an evidentiary hearing pursuant to subsection 16.5.3 above shall be conducted according to the provisions of the California Arbitration Act (C.C.P. Sections 1280 et. seq.) and the following additional procedures:

- (a) The appellant will not suffer a loss of pay for time spent participating in an appeal hearing.
- (b) 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.
- (c) 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.

- (d) 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.
- (e) The arbitrator shall determine if just cause for discipline exists, and if so the appropriate penalty. The arbitrator may only sustain, modify or vacate the disciplinary action being appealed. The hearing officer selected pursuant to this Section shall not have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.
- (f) The arbitrator's decision shall be served on all parties and the Clerk of the Cosumnes Community Services District Board of Directors. The arbitrator's decision becomes the jointly recommended proposed decision or the parties may agree to enter into a settlement agreement which adopts the arbitrator's decision. The decision of the arbitrator, which shall be presented as the joint recommendation of the parties, shall be advisory to the Cosumnes Community Services District Board of Directors. The Board may accept, modify or remand the decision back to the arbitrator for reconsideration. However, the decision of the arbitrator shall become final if the Board fails to accept, modify, or the remand the decision

within 15 business days of service of the decision from the arbitrator on the parties.

16.6 Corrective Discipline

Discipline less than discharge will be undertaken for corrective purposes only.

16.7 Timelines for Discipline

- (a) No disciplinary action shall be taken based solely upon any cause which arose prior to the employee's becoming permanent.
- (b) If the Department determines that discipline will be taken, it will notify the member of its proposed disciplinary action within one (1) year after the District discovers the act, omission, or misconduct giving rise to the disciplinary action, except in any of the following circumstances:
 - 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.
 - 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.
 - If the investigation is a multijurisdictional investigation that requires a reasonable extension for coordination of the involved agencies.
 - If the investigation involves a member who is incapacitated or otherwise unavailable.
 - 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.
 - 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.
 - If the investigation involves an allegation of workers' compensation fraud on the part of the firefighter.
 - 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 thirty (30) days of its decision, but not less than forty-eight (48) hours prior to imposing the discipline.

16.8 Immediate Effect

16.8.1 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 District, the public, or other employees of the District.

16.8.2 This verbal notification shall be followed by service upon the employee of the written notice as set forth in 16.4.2. Failure of the District to provide the required written notice within five (5) calendar days shall render the verbal notice a nullity.

16.9 Adverse Comment Rights

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.

16.9.2 Right to inspect

A member shall have the right to inspect his/her personnel file for documentation used to determine employment, promotion, and compensation qualifications or termination or disciplinary actions.

- (a) 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.
- (b) 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.

16.9.3 Discrepancies

- (a) 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.
- (b) 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.

16.10 Disputes

Disputes over the interpretation or application of this Article (16), or any portion thereof, shall be resolved using the normal grievance procedure found in Article 15 of this Agreement.

16.11 Supersession and Controlling Language

Notwithstanding any other provision of this Agreement, including Article 21 EFFECT OF AGREEMENT, if any part of this Article 16, 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.

16.12 Written Reprimands

Written Reprimands shall be removed from an employee's Personnel File after 36 months.

ARTICLE 17: PERSONNEL RECORDS

17.1 Personnel Files

17.1.1 Subject to the District's right to reorganize, the District personnel file for each unit employee shall be maintained at the Community Services District Human Resources.

17.1.2 Employees shall be offered the opportunity to sign and be provided with a copy of any derogatory written material before it is placed in the employee's personnel file. The employee shall be given an opportunity during regularly scheduled working hours to prepare a written response to such material. The written response, if submitted within ten (10) days, shall be attached to the derogatory material.

If, however, the employee was not allowed the opportunity to sign the document prior to its placement within the file, the employee shall have a right at any time to attach a written response to the material. Should an employee conclude that material within his/her personnel file is no longer relevant, he/she shall be entitled to petition the Fire Chief in writing to have the material removed. After first considering the merits of the request, the Fire Chief shall have full discretion to approve or deny the request. The Fire Chief's judgment in this matter shall be final.

17.1.3 All personnel files shall be kept in confidence and shall be available only to designated employees of the District, or their official agents, when actually necessary in the proper administration of the District's affairs or the supervision of the employee. Designated employees shall include the Fire Chief, Deputy Fire Chief, Assistant Fire Chief, and any employee designated by the Fire Chief. Relevant portions of an employee's personnel file shall be made available to the Board of Directors and General Manager, if reasonably necessary to effectuate an official act.

17.1.4 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted.

17.1.5 Whenever the District receives a letter, report, or other written communication which compliments a particular employee, a copy of that document shall be sent to the concerned employee and the original shall be placed in the employee's personnel file.

All employee medical information is to be kept by the District for the length of employment plus 30 years. The confidential information is kept in a separate medical file.

Any material contained in the employee's personnel file is available for inspection by the employee. The employee's representative may inspect the personnel file only if written authorization from the employee is received by the District.

17.2 Performance Evaluations

17.2.1 Purposes

Performance Evaluations are intended:

- To improve the effectiveness and efficiency of the Department.
- To assure employees of a regular formal opportunity to discuss their performance, achievements, problems, and goal setting.
- To provide the supervisor a regular, and formal opportunity to discuss his/her views of an employee's performance and present standing in the department.
- To recognize contributions and advancements and improve performance through encouragement, constructive criticism, and personal interaction.
- To offer a periodic, formal means of identifying performance deficiencies.
- To identify training needs.
- To establish goals and performance standards.
- To provide an objective, equitable basis for making promotions, transfers, and other administrative decisions.

17.2.2 Evaluators

Designation of those who are to complete employee performance evaluation reports shall be made by the Fire Chief/designee.

17.2.3 Written Report

The criteria for evaluation, and the required forms, shall be developed by the District. No evaluation of a permanent employee shall be placed in their personnel file without an opportunity for discussion between the employee and the evaluator.

Any substandard rating shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any substandard evaluation in accordance with Section 17.1.2.

17.2.3.1 Probationary

The probationary period is a continuation of the selection and hiring process. The probationary employee will be evaluated quarterly. Cause for cancellation of the probation period, however, is not required.

17.2.3.2 Permanent

A permanent employee will be evaluated at least once each year. In addition, an evaluation will be completed when a change occurs in:

- a) regularly assigned supervisor of seven (7) consecutive months or greater or,
- b) permanent employee assignment.

17.2.3.3 Failure to Receive an Evaluation

Any employee who fails to receive an evaluation as set forth in 17.2.3.1 or 17.2.3.2 may request, in writing, that one be prepared. If requested within thirty (30) days of the due date, the District shall prepare a written evaluation. The remedy set forth in this paragraph shall be the only remedy for failure to evaluate.

17.2.4 Grievability

The substantive content of any evaluation shall not be subject to the grievance procedure. However, should an employee believe that statements within the evaluation, which are being portrayed by the supervisor as statements of facts, are not accurate, the employee shall have the right to appeal the content of those

specific statements through the chain of command. Such an appeal must be in writing with specific details as to the nature of the language under contention. The Fire Chief shall have the right of final judgment in the matter.

If the District seeks to discipline an employee based upon an evaluation, however, the contents of the evaluation shall be supported by substantial evidence.

ARTICLE 18: LAYOFFS

If the District determines that the number of employees, or the number of employees in a rank, should be reduced, the following provisions shall apply.

18.1 Layoff

18.1.1 Seniority

Layoffs shall be based on the inverse order of seniority by classification, on a unit-wide basis.

18.1.2 Reemployment List

In the event that a layoff or reduction in rank takes place, any affected employee shall be given priority consideration for rehire in his/her former position under the following conditions.

- Any name may remain on the re-employment list for no longer than thirty-six (36) months.
- Employees shall be ranked on the re-employment list by seniority with the District calculated from the first date the employee rendered paid full-time service to the last date in paid full-time service.
- Laid-off employees shall be given priority consideration for the position which they held or for a position of lower rank.
- Laid-off employees who are rehired before the end of thirty-six (36) months shall be re-employed at entry level for the rank in which they are re-employed and shall have their seniority restored.

18.2 Reduction in Rank

18.2.1 Seniority

District action shall be taken based upon inverse order of time in rank. Time in rank shall be determined from date of appointment to the rank which is being reduced. Time in rank in a higher rank shall be added to any time in grade in the lower rank upon reduction.

18.3 Bumping

18.3.1 In the event that a lay-off or rank reduction will affect personnel at or above the rank of Fire Engineer, the affected employee(s) may have the option of being laid off or of being reduced in rank.

The affected employee may opt a reduction in rank only if he/she previously served in that rank and only if there is an employee in the lower rank who has less seniority in rank. The lay-off or rank reduction will then proceed.

18.3.2 For the purposes of this sub-section, an employee's time in rank at a higher rank will be added to his/her time in rank at the lower rank to determine seniority in the lower rank.

18.3.3 If an employee exercises his option to return to the lower rank, he/she shall be compensated at the rate of pay closest to his/her salary in the higher rank.

18.3.4 If at any time after an employee's rank is reduced, he/she competes and is selected for the rank from which he/she was reduced, he/she shall immediately be given credit for any time previously served in the higher rank for purposes of seniority in this Article.

18.4 Re-Employment Physical and Modified Background

The District will require a pre-employment physical examination and modified background to establish eligibility for re-employment.

Note: Modified background will be from the date of separation to the date of re-employment.

18.5 Part-Time Employment

Although part-time positions are not in the bargaining unit, the District will offer part-time employment opportunities to a laid-off full-time employee in preference to other employees.

ARTICLE 19: WORKING CONDITIONS

19.1 Possession of California Driver License

19.1.1 All suppression qualified Unit members shall possess at minimum a Class C California Driver License with Fire Fighter endorsement as a condition of continuous employment. The District shall not be responsible for the cost of obtaining, or maintaining the driver license, but shall bear the cost of the required four-year physical examination.

Note: The Department of Motor Vehicles has not yet fully identified the process to renew or issue a Firefighter Endorsement after January 1, 2011. The District and the Union agree to work on subsequent side letter language that better identifies the process required for employees to maintain the Firefighter Endorsement moving forward.

19.1.2 Nothing in this section shall preclude an employee from maintaining a Class A or Class B license, however all associated costs including additional physical examinations shall be borne by the employee.

Note: Exceptions to 19.1.2 may be made due to District needs.

19.2 Firefighter II Certification

All suppression qualified unit employees must receive a Firefighter II Certification. An employee must apply to the California State Fire Marshals office for a Firefighter II Certification within thirty (30) days after completion of the probationary period.

19.2.1 The District shall provide the training necessary for the Certification during duty hours or will reimburse the cost of training and/or provide proper shift assignment to assure that the employee receives the opportunity to be certified.

19.3 Immunizations and Vaccinations

The California Occupational Safety and Health Administration (Cal-OSHA) publishes a list of immunizations and vaccinations for healthcare workers that applies to our safety employees. The list includes those that are required to be offered, those that are recommended to be offered and a list of exceptions. The District provides all safety employees with the opportunity to receive the

immunizations and vaccinations on the “required” list at no cost to the employee. A current list, as provided by Cal-OSHA, is published and available for employee review.

The District shall either arrange to offer the immunizations and vaccinations through Occupational Medicine, or will reimburse out-of-pocket expenses to the employee under the following conditions:

- 19.3.1 If the employee seeks immunization/vaccination under his/her District provided health insurance program.
- 19.3.2 Should the employee’s health insurance program deny or only partially pay for the immunizations/ vaccinations, the employee shall present the denial of benefits and/or a billing for the cost of the immunizations/vaccinations.
- 19.3.3 The District will only reimburse the cost of immunization/vaccinations with the proper documentation.

Employees that do not wish vaccination under the Cal-OSHA requirements must sign a declination form to be kept in their confidential medical record in Human Resources.

19.4 EMT I and Defibrillator Certifications or Paramedic Licensure/Local Accreditation

- 19.4.1 Current/valid EMT I and Defibrillator certifications (or paramedic licensure/local accreditation) is a condition of continued employment for unit members who are suppression qualified.
 - (a) The District shall, provide an opportunity for recertification to unit members on duty.
 - (b) Any unit member who does not avail himself/herself of the opportunity to recertify on duty, for any reason (except if caused by the District) must recertify off duty in an unpaid status before the certification expires.
- 19.4.2 If fees are required to renew an EMT certificate or Paramedic license, the District shall reimburse the employee for the fees.
- 19.4.4 Members of this unit who, as a condition of employment, maintain EMT certification (including paramedics who maintain their EMT by virtue of their paramedic license) shall receive a monthly EMT stipend. Effective 7/1/15 the monthly stipend is revised from One Hundred Twenty-Two Dollars (\$122) flat rate to 2.5% of base salary.

19.5 Staffing Levels/Assignments

19.5.1 Station Staffing

Each day that a District Engine is in service, there shall be a minimum of one (1) on-duty Captain, one (1) on-duty Engineer and one (1) on duty Firefighter. Each day that a Truck or Extrication (EX1 capability) unit is in service there shall be a minimum of one (1) on-duty Captain, one (1) on-duty Engineer and two (2) on duty Firefighters.

Note: This does not preclude the cross-staffing of suppression units that are not separately staffed (i.e. Grass units, Water Tender, Rescue, etc).

Note: Station 45 (Galt) engine shall remain at four (4) person staffing.

19.5.1.1 A qualified person acting in the required rank may be used to satisfy this requirement.

19.5.1.2 The provisions of 19.5.1 shall not apply to periodic, temporary reductions in staffing of a station and/or apparatus due to transient changing operational needs of the District. As one example only, a fire company and/or fire station shall be able to remain in service temporarily with less than the defined minimum level of staffing when a member of the crew has transported with an ambulance into the hospital. Other similar transient situations may also apply if approved by the Fire Chief.

19.5.1.3 For the term of this contract, the District will continue to utilize the second Firefighter normally assigned to engine 45 to offset overtime created through shift vacancies.

19.5.2 Station Assignments

19.5.2.1 Normal Station Bid Process

The Department shall allow the Union to conduct a seniority by rank based bid process to determine, in the absence of contrary direction from the Fire Chief, the station assignment of members of this unit. Furthermore, the Department shall allow additional bid processes for the same purpose approximately every twenty-four (24) months (+ or – two (1) weeks of the original bi-annual anniversary date) thereafter, or, upon the opening of a new growth station, so long as this provision remains within a valid contract between the District and the Union.

- 19.5.2.2 Prior to the execution of each station assignment bid process, the Department and the Union shall meet and confer and mutually agree upon a reasonable time frame and process by which the station bid shall be conducted. In determining what is reasonable, the Union shall be obligated to consider the reasonable business and operational needs of the department as it pertains to the timing and mechanism for conducting the bid. Similarly, the department shall be obligated to agree to timing and a mechanism for the bid that is not overly cumbersome and/or ineffective for the Union and does not unnecessarily delay the bid process.
- 19.5.2.3 The Department shall also, prior to the Station Bid process, publish the station staffing priorities for daily assignment of personnel above the minimum staffing levels and the priorities for maintaining stations at ALS status.
- 19.5.2.4 The Fire Chief, shall not, for purposes of this section, exercise his/her exclusive management rights to assign personnel as provided for within Resolution 90-24, except upon his/her finding that it is necessary to do so in order to meet the business needs of the Department.
- 19.5.2.5 The Fire Chief shall be the exclusive authority for determining what constitutes the business needs of the Department as it pertains to this provision.

However, should the Fire Chief exercise his/her discretion in this matter, he/she shall provide a written explanation to the Union which contains as a minimum the following information:

- The names of the individuals being specifically assigned under the Fire Chief's authority.

- The specific business needs being met.
- The “nexus” between the business need and the ability of the specific individual(s) to meet that need.
- The time limitations (if any) to the modification of the Station bid outcome.

19.5.2.6 Station Assignment Vacancies

When a vacancy occurs caused by retirement, death, removal, resignation, promotion, etc., the District shall post a notice of the vacancy at least one (1) week before such vacancy shall be regularly filled.

Exception: If there is a need to expedite the bid process all eligible employees must be contacted before such vacancy shall be regularly filled.

19.5.2.7 Employees in the given rank for the available vacancy that desire to be assigned the vacancy shall submit a written or electronic request to the employee conducting the bid. As a courtesy, a message from FD call back will be sent to all employees.

19.5.2.8 Time in rank shall be the chief factor of consideration in making such assignments, unless the Fire Chief exercises his/her discretion as provided for in Section 19.5.2.1.

19.5.2.9 Long Term, temporary, day-to-day vacancies and/or acting assignments shall be made in accordance with Department “Staffing” Standard Operating Procedure (SOP) 231.202.

19.6 Employee Assistance Program

The District shall provide an employee assistance program for the benefit of unit members.

19.7 Destruction of Personal Property

The District agrees to repair or replace personal property which is destroyed or damaged beyond reasonable repair and/or use during the course and scope of employment and is not due to the employee's negligence.

The District shall repair or replace such items as; prescription eye glasses, watches, dentures, or personal professional equipment if necessarily worn or carried by the employee during the course of his/her employment.

The Fire Chief shall have final judgment in determining what constitutes damage beyond reasonable repair and/or use.

19.7.1 Any damaged item must be reported to the Duty Officer prior to completion of the shift during which the damage occurred. Failure to do so may result in automatic denial of the claim unless clearly excused by extraordinary circumstances.

19.7.2 The District shall determine whether the item shall be repaired or replaced.

19.7.3 The purpose of this section is to ensure that the employee does not suffer a loss.

19.7.4 This does not apply to:

- a) Precious or semi-precious stones or personal jewelry
- b) Vehicles of any kind
- c) Property left in the care, control or custody of another person
- d) Money or notes of monetary value
- e) Property damages resulting from acts of negligence, deliberate destruction or ordinary wear and tear incidental to normal use
- f) Costs for replacement or repair of personal property, which exceeds two hundred dollars (\$200.00).

19.7.5 Accordingly, the District's responsibility for repair or replacement shall be secondary to Workers' Compensation or other insurance coverage.

19.8 Destruction of Department Issued Property

The Department shall reimburse members of this unit for the reasonable repair or replacement of Class B uniforms and/or department issued general duty safety boots damaged beyond reasonable repair and/or use in the scope and course of employment and not due to the employee's negligence provided the employee:

- Provides the department with written documentation verifying the job-related loss (e.g., memorandum citing the details of the incident, with witnesses to the loss, etc.).

- Provides the Department written documentation (e.g., receipts) verifying that replacement or repair of the damaged or destroyed uniform will represent a cumulative total spent by the employee on uniforms for the given Fiscal Year that exceeds the annual uniform allowance.
- General wear and tear does not constitute damage and will not qualify for replacement or reimbursement by the district.
- The Fire Chief shall have final judgment in determining what constitutes “damaged beyond reasonable repair and/or use.”

19.9 Lapse/Loss of a Required License and/or Certificate

Should an employee not possess a required license and/or certificate, pay shall be reduced by ten percent (10%) for each hour of paid status for which the employee is not in compliance during the first thirty (30) calendar days and twenty percent (20%) during the second thirty (30) calendar days.

19.9.1 During the period of lapse/loss, the employee shall be assigned by the District to perform needed tasks which are not inconsistent with the lapse/loss.

19.9.2 If the employee fails to cure the lapse/loss within sixty (60) calendar days, termination will typically occur.

19.9.3 If the lapse/loss occurs through no fault of the employee (i.e., District failed to offer training as required by this Agreement or employee suffers a catastrophic illness/accident and lapse occurs before employee is able to remedy), no adverse action shall occur so long as the employee takes appropriate and immediate steps to become certified.

19.10 Wellness Program

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.

19.11 Tobacco Use

19.11.1 All employees in the Fire Department shall be required to comply with SOP 121.110 (see Exhibit “2”) regarding the use of tobacco products (cigarettes, cigars, and/or chewing tobacco) throughout their employment with the Fire Department.

- 19.11.2 The intent of this section and/or related policies is to discourage the use of Tobacco in any form and to ask that all employees voluntarily refrain from use.
- 19.11.3 Employees hired after the date this agreement is fully executed and implemented shall not use tobacco products (cigarettes, cigars, and/or chewing tobacco) while on-duty; which includes all times within the regular or overtime workday.
- 19.11.4 Nothing in this Article shall prohibit or restrict members from using products intended to assist a member in the cessation of tobacco use, including but not limited to nicotine gum and patches.

19.12 Body Art

- 19.12.1 For the purposes of this section “body art” is art made on, with, or consisting of, the human body. It includes permanent tattoos, temporary tattoos, scarification, branding, scalpel, full body tattoo, and body painting.
- 19.12.2 The intent of this section and/or related policies pertaining to employee appearance is to discourage employees from visible body art in any form and to request that all employees voluntarily refrain. Body art that is determined to be impermissible based on the criteria listed below in section 19.11.3 shall be removed at the cost of the employee.
- 19.12.3 Body art is permitted so long as all of the following conditions are met:
 - (a) Body art anywhere on the head, face, neck, or hands is prohibited; And
 - (b) Body art that is extremist, indecent, sexist, or racist (as defined below) is prohibited, regardless of location on the body, as it is prejudicial to good order and discipline.
 - i. Extremist body art is defined as that affiliated with, depicting, or symbolizing extremist philosophies, organizations, or activities. Extremist philosophies, organizations, and activities are those which advocate racial, gender or ethnic hatred or intolerance; advocate, create, or engage in illegal discrimination based on race, color, gender, ethnicity, religion, or national origin; or advocate violence or other unlawful means of depriving individual rights under the U.S. Constitution, Federal, or California law;

- ii. Indecent body art is that which is grossly offensive to modesty, decency, or propriety; shocks the moral sense because of its vulgar, filthy, or disgusting nature or tendency to incite lustful thought; or tends reasonably to corrupt morals or incite libidinous thoughts.
- iii. Sexist body art is that which advocates a philosophy that degrades or demeans a person based on gender, but that may not meet the same definition of “indecent.”
- iv. Racist body art is that which advocates a philosophy that degrades or demeans a person based on race, ethnicity, or national origin.

19.12.4 The Fire Chief shall be the final authority on body art approvals. However, the grievance procedure outlined in this contract may be used up to level II only for the purposes of a fair review.

ARTICLE 20: FILLING VACANCIES

When filling vacancies, Department personnel shall follow the direction provided below within this Article, as well as that provided in Departmental “Staffing” Standard Operating Procedure (SOP) 231.202. Any changes to SOP 231.202 shall only be made by the Department after first meeting and conferring with the Union.

However, nothing in this Article precludes or in any way limits the rights and/or responsibilities of the Fire Chief to exercise his/her exclusive management right and/or prerogative to assign personnel as he/she deems appropriate to meet District business needs as stipulated in Section 6 of Resolution 90-24, the “Employer-Employee Relations Resolution.” Such rights include, but are not limited to, the right to “hire, classify, promote, transfer, assign and train all employees.”

20.1 Filling Captain and Engineer Vacancies

Captain and/or Engineer staffing when a vacancy occurs shall first be maintained by attempting to replace the absent employee with an “Out-of-Class” assignment as per the procedure described below within Section 20.3. Should insufficient qualified personnel be available on duty to facilitate an Out-of-Class assignment, personnel shall be recalled on overtime as per the procedure outlined below in Section 20.10.

20.2 Filling Firefighter and/or Firefighter-Paramedic Vacancies

Firefighter and/or Firefighter-paramedic staffing when a vacancy occurs shall first be maintained by attempting to replace the absent employee with an available employee as per the procedure described below within Section 20.3. Should insufficient qualified personnel be available on duty to fill the vacancy, personnel shall be recalled on overtime as per the procedure outlined below in Section 20.10.

20.3 Working Out of Class

Applies to all vacancies except non-annual leave vacancies anticipated to be more than fifteen (15) consecutive shifts in duration (referred to hereafter as “extended, non-annual leave”), in which case refer to section 20.5.

20.3.1 Any employee whom the Fire Chief deems qualified may be directed to perform the duties of another rank or position.

20.3.2 Provided the employee is deemed qualified by the Department, Out-of-Class assignments, if made by the Department, shall be on a seniority basis (by station/shift) as outlined below.

20.4 Primary/Secondary Out-of-Class List

20.4.1 The department shall publish a “Primary Out-of-Class List” consisting of the most current promotional list for a given rank and a “Secondary Out-of-Class List” consisting of a list of all personnel deemed qualified by the Fire Chief for an “Out-of-Class” assignment for a given rank but not on the respective promotional list for that rank.

20.4.2 The first option when an Out-of-Class person is needed shall be to consult the Primary Out-of-Class List to identify if anyone regularly assigned “in-station” is available for the assignment. If so, this person shall normally be assigned the position.

If more than one (1) regularly assigned in-station person is on the list, the person who is highest on the Primary Out-of-Class List shall be afforded the first opportunity to fill the vacancy.

20.4.3 A rotational system may be established and utilized by the station personnel on the Primary Out-of-Class List if the employees and the captain agree.

- 20.4.4 If no one regularly assigned “in-station” is available on the Primary Out-of-Class List, the Secondary Out-of-Class List shall then be utilized. If a regularly assigned person can be found “in-station” on the Secondary Out-of-Class List, that person shall be assigned. If more than one (1) regularly assigned in-station person is on the Secondary Out-of-Class List, the person with greatest seniority on the list shall be afforded the first opportunity to fill the vacancy.
- 20.4.5 A rotational system may be established and utilized by the station personnel on the Secondary Out-of-Class List if the employees and the captain agree.
- 20.4.6 If no regularly assigned person is available in-station from either the Primary or Secondary Out-of-Class Lists, then a non-regularly assigned person may be utilized deferring in order of seniority first to the Primary List, and then to the Secondary List.
- 20.4.7 If staffing levels or insufficient qualified personnel necessitate employee movement between the stations, the Primary Out-of-Class list shall be the first option. This list shall be utilized in the manner described above in Section 20.4.2, substituting “District-wide” for “in-station.”
- 20.4.8 If no on-duty personnel are available from the Primary List for station movement, the Secondary Out-of-Class List” shall be consulted District-wide in the same manner.

20.5 Alternative Procedure For Making Out of Class Assignments For “Extended, Non-Vacation Leave”

- 20.5.1 For non-vacation leave vacancies anticipated to be more than fifteen (15) shifts in duration, out-of-class assignments shall be made utilizing the appropriate promotional list for the rank to be filled beginning with the on-shift individual highest on the list and working down until an available and/or willing individual can be selected to fill the vacancy.
- 20.5.2 Once assigned to an out-of-class assignment under this procedure, the employee shall be routinely allowed to remain in the assignment until the vacant employee returns, regardless of any change in availability or willingness status of an individual higher on the promotional list.

20.5.3 Should, at any time, there not be an active promotional list, extended out of class assignments for non-vacation leave shall be made using the normal out of class procedure defined in Section 20.3.1 through 20.4.8.

20.6 Out-of-Class Pay

20.6.1 A Captain assigned to perform the duties of a Battalion Chief shall receive Two Dollars and Fifty Cents (\$2.50) per hour of out-of-class work.

20.6.2 A Firefighter or Engineer assigned to perform the duties of a Captain shall receive One Dollar and Forty-Six Cents (\$1.46) per hour of out-of-class work.

20.6.3 A Firefighter assigned to perform the duties of an Engineer shall receive One Dollar and Four Cents (\$1.04) per hour of out-of-class work.

20.7 Trade Time

20.7.1 Recognizing that the employee's first employment responsibility is to the District, each employee may request to trade time for any hour(s) or shift(s) for which they are able to secure another fully qualified employee to work in their place.

Note: Paramedics and non-paramedics may shift trade. For clarification, when a paramedic is working a shift trade for a non-paramedic, he/she may be assigned by the Department to fill a paramedic need.

Note: Employees pre-assigned to work out of class, inclusive of a long term vacancy assignment, must trade with an employee equally qualified for that out of class assignment.

20.7.2 Trade time shall not result in additional cost to the District. See 20.7.4 below.

20.7.3 Any substitution pursuant to this Section requires prior written approval of the immediate supervisor.

20.7.4 The District shall not, in any way, be held responsible for arrangements made between employees pursuant to this Section. That employee who is scheduled to work after approval of the shift trade shall be responsible, in all respects, for service to the District as outlined below:

- 20.7.4.1 If the employee calls in sick, and overtime does not result, the employee calling in sick will have the time deducted from his/her sick leave bank at “straight time.”
- 20.7.4.2 If the employee calls in sick, and overtime does result in the hiring of an individual at one point five (1.5) times the normal rate of pay, the employee calling in sick will have the time deducted from his/her sick leave bank at one point five (1.5) times the normal rate.
- 20.7.4.3 If the employee fails to report for an agreed upon shift trade, and overtime does not result, the employee not reporting will have the time deducted from his/her vacation leave bank “A” at “straight time.”
- 20.7.4.4 If the employee fails to report, and overtime does result in the hiring of an individual at one point five (1.5) times the normal rate of pay, the employee failing to report will have the time deducted from his/her vacation leave bank “A” at one point five (1.5) times the normal rate.
- 20.7.4.5 An employee who is out on Workers Compensation leave or in a modified duty status due to a Workers Compensation injury with a trade pending must take one of the following actions:
- Find an equally qualified employee to work the trade and make written or electronic notification to staffing; or,
 - The parties involved can agree to cancel the trade and must make written or electronic notification to staffing of the cancellation; or,
 - If the District has to cover the trade, the employee will be required to reimburse the District by working an equal amount of hours within ninety (90) days of the date of release to full duty. If an employee fails to work a shift within ninety (90) days, the District will assign the employee an equal number of reimbursement hours at the Districts discretion.

20.8 Shift Relief

Any employee not properly relieved at the end of his/her shift shall immediately report to the immediate supervisor of the in-coming shift for direction. Employees shall not abandon their position until appropriately relieved unless excused by the Duty Chief.

20.9 Overtime

20.9.1 Interested line-qualified employees shall submit a written request to be placed on the appropriate overtime list.

20.9.1.1 It shall be the responsibility of the employee to provide the District with the necessary methods of contact.

20.9.1.2 There shall be an overtime list comprised of Captains, Engineers and Firefighters.

20.9.1.3 For purposes of this section, the initial list shall be arranged by seniority (see Article 12) with the senior employee at the top. After the initial list has been established, an employee who volunteers shall have his/her name added at the bottom.

20.9.1.4 After an employee has been assigned to work, his/her name shall be moved to the bottom of the list.

20.10 Call Back

When staffing falls below the minimum set forth in Article 19.5, and it is determined that insufficient on-duty “back-fill” personnel exist at the firefighter’s rank to fill the vacancy and/or insufficient qualified personnel exist on duty to allow out-of-class assignments, callback of off-duty personnel shall be undertaken in accordance with the following procedure:

20.10.1 An attempt shall be made to secure on a voluntary basis an individual to work off of the callback list for the rank of the vacancy being filled. Filling the vacancy shall proceed from the top of the existing list down.

20.10.2 If no individual can be secured from the appropriate rank on a voluntary basis, a similar attempt shall be made to secure a qualified individual of the other two ranks simultaneously. This process shall be continued until either the vacancy has been filled or the available list exhausted. The assignment shall be made to the highest placed individual on the list agreeing to work the callback on a voluntary basis.

20.10.3 If no individual can be secured from the overtime list on a voluntary basis, an individual shall be secured for mandatory overtime as follows:

- The District shall call employees in the order in which they appear on the mandatory list in descending order. . Employees ordered in to work will do so without unnecessary delay.
- For purposes of this section only, a person shall be considered “on scheduled absence” from the first day off until their next scheduled work shift, provided at least one (1) or more of the dates of absence involves a regular shift day that is covered by sick leave, vacation, or shift trade.
- If the department is unable to secure an individual on mandatory callback, the vacancy shall be filled using the employee on duty placed the highest on the mandatory list for the rank of the vacancy being filled.

20.10.4 No employee on the volunteer overtime list shall accept an assignment for an “immediate need” callback unless they are able to report for duty as directed within sixty (60) minutes. Hours worked and overtime pay calculation will begin at the time of arrival at the assigned work site. Each such assignment for an individual who is recalled and is not at a department facility shall be paid for a minimum of two (2) hours (or actual time worked), whichever is greater.

Note: Individuals shall, if directed, remain at the work site on duty for the entire period of time for which they are being paid (see subsection 5.1.2 (e)).

20.10.5 When employees accept an overtime shift, they shall not bump other employees from another position into the position to be filled, i.e., senior captain accepts a callback and then bumps junior captain from his/her regular assignment. However, this does not preclude utilization of a callback individual of a given rank in that same rank even if the effect is to “bump” another individual out of an out-of-class assignment.

20.10.6 The District shall post the callback lists on TeleStaff, so that employees may readily determine their position on the lists on a daily basis.

20.11 Duties of a Lower Rank

The District may assign an employee to perform the duties of a lower rank but shall pay the employee his/her regular hourly rate for such time.

ARTICLE 21: EFFECT OF AGREEMENT

If any written policy or administrative regulation is inconsistent with a specific provision of this Agreement, this Agreement shall control to the extent permitted by law.

ARTICLE 22: SAVINGS CLAUSE

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

ARTICLE 23: CONDITIONS OF AGREEMENT

23.1 The District and the Union agree that it is to their mutual benefit to encourage the resolution of differences through the Meet and Confer process set forth in Government Code Section 3500 *et seq.* Therefore, it is agreed that the District and the Union will support this Agreement for its term.

23.2 Except as provided in this Agreement, no member of this Unit, the Union or the District shall seek to change any provision of this Agreement for the term of this Agreement.

23.3 By mutual agreement of both parties, which shall be set forth in writing, any provision of this Agreement may be renegotiated at any time.

The parties agree to meet and agree on the following items during the term of this agreement:

- CTO time system for 7th person off on vacation
- Sick Leave Occurrences process (Sections 7.1.1, 7.1.5 through 7.1.6)

ARTICLE 24: TERM OF AGREEMENT

24.1 Duration

This Agreement shall remain in full force and effect from date of ratification and Board approval through and including June 30, 2018.

24.2 Reopeners

Should any employee group be offered return of the concessionary financial contributions, the District agrees to meet and confer with the leadership of the Consumes unit of Local 522 to determine similar steps of proportional value within the Unit.

24.3 Successor Negotiations

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

24.3.2 Negotiations shall commence on or before January 15, 2018 upon request for a successor agreement, or of the initial proposal if no counterproposal is made. Timelines may be changed by mutual agreement. .

If no proposal is submitted pursuant to 24.3.1, the term of this agreement shall be automatically extended for a period of twelve (12) months from the expiration date.

SIGNATURE PAGE

Date: 10/17/2015



CHIEF NEGOTIATOR, COSUMNES
COMMUNITY SERVICES DISTRICT
FIRE DEPARTMENT

Date: 10/16/2015



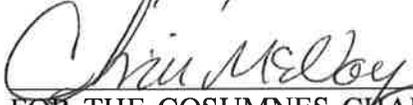
CHIEF NEGOTIATOR FOR THE
COSUMNES CHAPTER OF LOCAL 522

Date: 10/17/15



GENERAL MANAGER
COSUMNES COMMUNITY SERVICES
DISTRICT

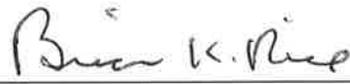
Date: 10/16/15



FOR THE COSUMNES CHAPTER OF THE
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 522



PRESIDENT, BOARD OF DIRECTORS,
COSUMNES COMMUNITY SERVICES
DISTRICT



FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
LOCAL 522, AFL-CIO

**APPENDIX "A" COSUMNES COMMUNITY SERVICES DISTRICT LIST OF POSITIONS IN THE
BARGAINING UNIT**

Inspector I

Inspector II

Investigator/Code Enforcement Officer

Firefighter

Engineer

Captain

**APPENDIX "B" COSUMNES COMMUNITY SERVICES DISTRICT REQUIREMENTS FOR
PROMOTION AND RETENTION OF RANK**

Firefighter:

1. To advance to Firefighter, Step 4, the employee must possess and maintain the following prerequisites:
 - a. At least three (3) years of experience as a Firefighter with not less than one (1) year in the District. This requirement may be waived by the District based upon District needs.
 - b. SFM Fire Driver/Operator 1a and 1b certification.
2. All employees must meet all requirements for Firefighter II by the end of the probationary period and apply for certification within 30 days of the completion of probation.

Engineer:

1. To advance to Engineer, an employee must possess and maintain the following prerequisites:
 - a. all requirements for Firefighter, Step 4;
 - b. These requirements may be waived by the District based upon District needs.

Captain:

1. To advance to Captain, an employee must possess and maintain the following:
 - a. At least five (5) years of full-time experience as a Firefighter with not less than two (2) years in the District.
 - b. PC 832 (non-firearm module).
 - c. All requirements for Step 4, Firefighter and Engineer.
 - d. SFM Fire Officer Certification (effective January 1, 2017 this certification will be titled Company Officer Certification).
 - e. These requirements may be waived by the District based upon District needs.
2. Each Captain must successfully complete PC 832 (non-firearm module) during the first six (6) months of probation unless the class has not been offered locally. In such case, the employee must successfully complete the class at the first opportunity. In all cases, this shall be prior to the end of the probationary period.

Prerequisite Notes:

1. Firefighter I and Firefighter II certification will be offered as part of the Cosumnes Community Services

District's regular training program.

2. Completing required classes shall be the responsibility of the employee.

APPENDIX "C" COSUMNES COMMUNITY SERVICES DISTRICT EMPLOYEE INSURANCE BENEFITS

I. ACTIVE EMPLOYEES

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

A. Available Insurance Plans

1. MEDICAL INSURANCE

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

4. LIFE INSURANCE/INCOME PROTECTION

The District shall provide each full-time unit member with the term life insurance/income protection policy available through the District.

5. CANCER INSURANCE

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

B. Monthly Premiums

1. Medical: The District will pay, if actually required, up to that dollar amount equal to the lesser of either the Kaiser (KN) or the Blue Shield Access + (BS) rate (as set forth below) in the month the benefit is received for medical insurance coverage.

Effective January 1, 2016:

- | | |
|-----------------------------|--|
| a. Employee only | 100% of the applicable monthly rate minus \$75.00 |
| b. Employee + one dependent | 100% of the applicable monthly rate minus \$150.00 |
| c. Full Family | 100% of the applicable monthly rate minus \$175.00 |

Effective January 1, 2017:

- | | |
|-----------------------------|--|
| | 100% of the applicable monthly rate minus \$80.00 |
| a. Employee Only | 100% of the applicable monthly rate minus \$165.00 |
| b. Employee + one dependent | 100% of the applicable monthly rate minus \$200.00 |
| c. Full Family | |

Effective January 1, 2018:

- | | |
|-----------------------------|--|
| a. Employee only | 100% of the applicable monthly rate minus \$85.00 |
| b. Employee + one dependent | 100% of the applicable monthly rate minus \$175.00 |
| c. Full Family | 100% of the applicable monthly rate minus \$225.00 |

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

Employee contributions shall be made on a pre-tax basis and shall be based on the District default plan as outlined above. In the event that an employee selects a plan that is more expensive than the District default plan the employee will pay 100% of the additional premium.

2. Dental: 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 Local 522.
 - b. In no case shall the District's monthly obligation exceed the premium rate established by the District vendor each year.
3. Vision: The District will pay, if actually required, the monthly premium per family unit for the 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 Local 522.
 - b. In no case shall the District's monthly obligation exceed the premium rate established by the District vendor each year.
4. Life 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 Local 522.
 - b. In no case shall the District's monthly obligation exceed the premium rate established by the District vendor each year.
5. Cancer Insurance:
- In no case, shall the District monthly obligation exceed the premium rate established by the District vendor each year.

C. 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.

II. RETIRED UNIT EMPLOYEES

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

A. Medical Insurance

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

B. Contribution

1. Employees hired on or after July 1, 2010

- a. 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

- b. Retirees are required to make arrangements with the District to pay their portion of the retiree medical insurance premium in advance. Failure to pay the difference will result in immediate cancellation of insurance for non-payment of premiums.
- c. The District may, after consultation with Local 522, utilize either a composite rate or a tiered rate for retirees.
- d. Effective January 1, 2014, the District shall establish a section 115 medical reimbursement plan to reimburse eligible and future retirees for qualifying medical expenses in accordance with the following:

2. Tier 1- Employees who retire on or before December 31, 2014

- Employees hired prior to July 1, 2010 and retire on or before December 31, 2014 shall receive the District Tier 1 benefit subject to CalPERS eligibility.
- Employees hired on or after July 1, 2010 and retire on or before December 31, 2014 shall receive the District Tier 1 benefit subject to CalPERS eligibility and the vesting scheduled above in section B(1)(a).

a. Tier 1 - District Contribution to Retiree Medical Plan

The District Tier 1 benefit contribution shall be a dollar amount sufficient to pay the premium for the lowest cost HMO (the lesser of either the Kaiser (KN) or Blue Shield Access + HMO (BS) when combined with the Retiree Contribution rates below:

<u>Enrollment Category:</u>	<u>Retiree Contribution</u>
Employee only Medical up to the lowest cost HMO	\$0.00
2-party or family medical up to the lowest cost HMO	\$15.00

Once an employee becomes Medicare-eligible, the District's contribution would be based on the available CalPERS Medicare Supplemental Plan when combined with the Retiree Contribution rates above. Employees who do not qualify for Medicare shall continue to have the District premium reimbursement based on the Sacramento area basic plan as outlined above.

3. Tier 2—Employees who retire on or after January 1, 2015

- Employees hired prior to July 1, 2010 and retire on or after January 1, 2015 shall receive the District Tier 2 benefit subject to CalPERS eligibility.
- Employees hired on or after July 1, 2010 and retire on or after January 1, 2015 shall receive the District Tier 2 benefit subject to CalPERS eligibility and the vesting schedule listed above in section B(1)(a).

a. Tier 2 - 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 on or after January 1, 2015 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).

Employees who do not qualify for Medicare shall continue to have the District premium reimbursement based on the Sacramento area basic plan as outlined in 2a above.

APPENDIX “D” COSUMNES CSD - SALARY SCHEDULE

Effective: 07/01/2015

FIRE SUPPRESSION												
<i>(*Does not include 2.5% EMT incentive, educational incentives, paramedic stipend or longevity incentive)</i>												
Classification	1		2		3		4		5		6	
	Annual	Monthly										
Firefighter	\$67,164	\$5,597	\$70,524	\$5,877	\$74,040	\$6,170	\$77,748	\$6,479	\$81,636	\$6,803	\$85,716	\$7,143
Engineer	\$77,748	\$6,479	\$81,636	\$6,803	\$85,716	\$7,143	\$90,000	\$7,500	\$94,500	\$7,875		
Captain	\$85,716	\$7,143	\$90,000	\$7,500	\$94,500	\$7,875	\$99,228	\$8,269	\$104,184	\$8,682		

FIRE PREVENTION											
<i>(Does not include educational or longevity incentives)</i>											
Classification	1		2		3		4		5		
	Annual	Monthly									
Fire Inspector I	\$61,764	\$5,147	\$64,848	\$5,404	\$68,100	\$5,675	\$71,496	\$5,958	\$75,072	\$6,256	
Fire Inspector II	\$72,828	\$6,069	\$76,476	\$6,373	\$80,304	\$6,692	\$84,312	\$7,026	\$88,524	\$7,377	

Effective: 07/01/2016

FIRE SUPPRESSION

*(*Does not include 2.5% EMT incentive, educational incentives, paramedic stipend or longevity incentive)*

Classification	1		2		3		4		5		6	
	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly
Firefighter	\$68,508	\$5,709	\$71,928	\$5,994	\$75,528	\$6,294	\$79,308	\$6,609	\$83,268	\$6,939	\$87,432	\$7,286
Engineer	\$79,308	\$6,609	\$83,268	\$6,939	\$87,432	\$7,286	\$91,800	\$7,650	\$96,396	\$8,033		
Captain	\$87,432	\$7,286	\$91,800	\$7,650	\$96,396	\$8,033	\$101,208	\$8,434	\$106,272	\$8,856		

FIRE PREVENTION

(Does not include educational or longevity incentives)

Classification	1		2		3		4		5	
	Annual	Monthly								
Fire Inspector I	\$63,000	\$5,250	\$66,156	\$5,513	\$69,456	\$5,788	\$72,936	\$6,078	\$76,572	\$6,381
Fire Inspector II	\$74,292	\$6,191	\$78,000	\$6,500	\$81,900	\$6,825	\$86,004	\$7,167	\$86,004	\$7,525

NOTE: These numbers are projections based on the increases listed in Article 5.1.1.

Effective: 07/01/2017

FIRE SUPPRESSION														
<i>(*Does not include 2.5% EMT incentive, educational incentives, paramedic stipend or longevity incentive)</i>														
Classification	1		2		3		4		5		6		7	
	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly
Firefighter	\$68,508	\$5,709	\$71,928	\$5,994	\$75,528	\$6,294	\$79,308	\$6,609	\$83,268	\$6,939	\$87,432	\$7,286	\$91,802	\$7,650
Engineer	\$79,308	\$6,609	\$83,268	\$6,939	\$87,432	\$7,286	\$91,800	\$7,650	\$96,396	\$8,033	\$101,208	\$8,434		
Captain	\$87,432	\$7,286	\$91,800	\$7,650	\$96,396	\$8,033	\$101,208	\$8,434	\$106,272	\$8,856	\$111,588	\$9,299		

FIRE PREVENTION													
<i>(Does not include educational or longevity incentives)</i>													
Classification	1		2		3		4		5		6		
	Annual	Monthly											
Fire Inspector I	\$63,000	\$5,250	\$66,156	\$5,513	\$69,456	\$5,788	\$72,936	\$6,078	\$76,572	\$6,381	\$80,412	\$6,701	
Fire Inspector II	\$74,292	\$6,191	\$78,000	\$6,500	\$81,900	\$6,825	\$86,004	\$7,167	\$86,004	\$7,525	\$94,812	\$7,901	

NOTE: These numbers are projections based on the increases listed in Article 5.1.1.

Exhibit 1

DRUG	SCREEN	CONFIRM
AMPHETAMINES		
D-Amphetamine	300 ng/ml	500 ng/ml
Methamphetamine	300 ng/ml	500 ng/ml
MDMA (ecstasy)	1000 ng/ml	500 ng/ml
MDA (adam)	1000 ng/ml	500 ng/ml
BARBITURATES		
Amobarbital (amytal)	300 ng/ml	200 ng/ml
Butobarbital (butisol)	300 ng/ml	200 ng/ml
Butalbital (fiorinal)	300 ng/ml	200 ng/ml
Pentobarbital (nembutal)	300 ng/ml	200 ng/ml
Phenobarbital (luminal)	300 ng/ml	200 ng/ml
Secobarbital (seconal)	300 ng/ml	200 ng/ml
BENZODIAZEPINES		
Alprazolam (xanax)	300 ng/ml	100 ng/ml
Chlordiazepoxide (librium)	300 ng/ml	100 ng/ml
Clonazepam (klonopin)	300 ng/ml	100 ng/ml
Clorazepate (tranxene)	300 ng/ml	100 ng/ml
Diazepam (valium)	300 ng/ml	100 ng/ml
Flurazepam (dalmane)	300 ng/ml	100 ng/ml
Lorazepam (ativan)	300 ng/ml	100 ng/ml
Midazolam (versed)	300 ng/ml	100 ng/ml
Oxazepam (serax)	300 ng/ml	100 ng/ml
Prazepam (centrax)	300 ng/ml	100 ng/ml
Temazepam (restoril)	300 ng/ml	100 ng/ml
Triazolam (halcyon)	300 ng/ml	100 ng/ml
Cannabinoids (marijuana)	50 ng/ml	15 ng/ml
Cocaine <metabolites>	300 ng/ml	150 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
NARCOTICS		
Codeine	300 ng/ml	300 ng/ml
Hydrocodone (lortab)	300 ng/ml	300 ng/ml
Hydromorphone (dilaudid)	300 ng/ml	300 ng/ml
Methadone (dolophine)	300 ng/ml	300 ng/ml
Morphine	300 ng/ml	300 ng/ml
Oxycodone (percodan)	100 ng/ml	100 ng/ml
Oxymorphone (numorphan)	100 ng/ml	100 ng/ml
Propoxyphene (darvon)	300 ng/ml	300 ng/ml

Exhibit 2

COSUMNES CSD FIRE DEPARTMENT STANDARD OPERATING PROCEDURE

SECTION NUMBER: 121.110
SECTION TITLE: Administration
STANDARD TITLE: Use of Tobacco
EFFECTIVE DATE: 09/05/96
REVISED DATE: 07/07/2009
REVIEWED DATE:
APPROVED:

USE OF TOBACCO

OBJECTIVE:

To protect the health, safety, and comfort of employees and visitors.

PROCEDURE:

Smoking and use of smokeless tobacco is prohibited in all Fire Department buildings (including apparatus bays), vehicles, and any work related outside area where non-smoking employees/visitors may be in close proximity. This includes station apparatus rooms, warehouses, the Administration building and the Maintenance Facility. The use of smokeless tobacco is prohibited in all Fire Department buildings and vehicles.

Smoking and the use of smokeless tobacco shall be permitted in outside (non-enclosed) areas of Department facilities when not objectionable to individuals who do not use tobacco products. Smoking tobacco products must not be used in an area that is required for access or egress to the workplace, nor should smoking occur near building openings i.e. doors, windows, building ventilation returns.

The one exception to tobacco use outside is at the Training Facility. Due to the flammable gas stored and piped throughout the facility, the regular remote location of employees to the disposal area during training, and the routine occurrences of employees being in close proximity to each other during training, tobacco use is only allowed in the designated tobacco use area.

Tobacco products used outside of Department vehicles and facilities but on Department property shall be disposed of in a safe manner in the containers provided and kept out of the view of co-workers and the public. Smoking tobacco products shall not be disposed of in the general waste until assured that they are fully extinguished. Smokeless tobacco disposal containers are to be cleaned by the employee who used the container. Any tobacco disposal container replacement or

maintenance requests shall be forwarded through the district work order system addressed to facilities attention.

In an attempt to reduce the adverse aspects of this procedure on Department employees who use tobacco, the Department's Employee Assistance Program is available at no cost for any employee wishing assistance in a smoking cessation program. In addition, all employee health plans provided through PERS offers tobacco cessation programs at limited to no cost depending on the individual insurance plan.

END OF SOP 121.110