

# MEMORANDUM OF UNDERSTANDING

MANAGEMENT EMPLOYEES ORGANIZATION

and the

COSUMNES COMMUNITY SERVICES DISTRICT

JULY 1, 2025 - JUNE 30, 2028

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

**ARTICLE 2    BARGAINING UNIT CERTIFICATION AND RECOGNITION:**

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

### **ARTICLE 3    VALIDITY OF AGREEMENT:**

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

## **ARTICLE 4    EMPLOYMENT WITH THE COSUMNES COMMUNITY SERVICES DISTRICT**

### **4.1    Selection of Personnel**

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

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

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

### **4.2    Employment Procedures**

#### **4.2.1    Job Descriptions**

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

#### **4.2.2    Management/Supervisory Personnel**

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

#### **4.2.3    Employee Review**

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



## **ARTICLE 5    EVALUATION**

### **5.1    Performance Evaluations**

Appointments for bargaining unit positions, including promotional appointments shall be subject to a probationary period which begins on the date of hire or appointment.

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

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

5.1.3    The probationary period is defined in Section 7.1.

### **5.2    Annual Evaluations**

After receiving regular status, an employee will typically be evaluated at least once a year. The employee's supervisor will discuss the evaluation with the employee. An electronic copy, with the employee's comments attached, will be forwarded to the Fire Chief for approval or denial, and then forwarded to Human Resources. The employee will be able to access the evaluation, including all comments from the supervisor, the employee, and the Fire Chief, in the performance management system.

## **ARTICLE 6    COMPENSATION**

### **6.1    Wages**

Employees shall be compensated in accordance with the salary schedule which is attached as Appendix C.

### **6.2    Step Advancement**

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

- 6.2.1    satisfactory job performance evaluation; and
- 6.2.2    completion of twelve (12) months of service in the class on the preceding step; and/or
- 6.2.3    completion of any educational requirements established through collective bargaining.

### **6.3    Uniforms**

#### **6.3.1    Annual Allowance for Uniforms**

The District will annually provide each employee with One Thousand Three Hundred Dollars (\$1,300) to be used for the purchase of Department designated uniforms and safety footwear.

6.3.1.1 This One Thousand Three Hundred Dollars (\$1,300), paid on a semi-monthly basis of Fifty-Four Dollars and Seventeen Cents (\$54.17) each pay period, will be provided on a pro-rated basis to each employee as part of their regularly issued paycheck.

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

### **6.4    Uniform Maintenance**

Each employee is responsible for the upkeep and maintenance of their uniform.

### **6.5    Promotion**

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

- 6.5.1    Employees promoted to a higher paying job classification shall start at the salary step of the new salary range, if available, which provides a gross monthly pay at least five percent (5%) more than their previous gross monthly pay.

6.5.2 The gross monthly pay comparison shall include Base Salary, Longevity, Education Incentive, Bilingual Pay, EMT and Paramedic Stipend, and regular work week FLSA pay. The gross monthly pay comparison shall not include any temporary or one-time pay, including, without limitation, overtime pay, extra hours pay, acting pay, or specialty pay.

6.6 FLSA

All unit employees shall be recognized as exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).

6.7 Equitable Work Controls

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

6.7.1.1 Callbacks to ensure District Operations;

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

6.7.1.2 Special projects/operations of an unusual character;

- a. Special project work inconsistent with normal assignment requiring extended extra hours commitment,
- b. Work requiring extended extra hours commitment as a result of a position vacancy,
- c. Assignments by the Fire Chief or designee to special detail requiring a commitment of extended extra hours,
- d. Extra hours worked in addition to normally assigned hours. Normally assigned hours are those identified in Sections 7.2.1.2 and 7.2.1.3.

6.7.2 Payment for “extra hours” identified in Section 6.7.1.2 above requires approval in advance from the Fire Chief or designee.

6.7.3 The “extra hours” rate of pay shall be compensated at one and one-half (1.5) times the employee’s straight time hourly rate.

6.7.3.1 Day Shift Battalion Chiefs who are qualified to work in suppression, and who work “extra hours” while assigned to a Battalion Chief shift

vacancy shall be compensated at one and one-half (1.5) times the employee's straight time hourly rate. The hourly rate of pay for personnel shall first be converted from a 40-hour work week to a 56-hour work week.

6.7.3.2 Assistant Fire Chiefs working a Shift Battalion Chief vacancy shall be compensated for the "extra hours" at one and one-half (1.5) times the base pay hourly rate for a top step Shift Battalion Chief.

6.7.3.3 A 10% base rate differential will be added to the "extra hours" rate for all reimbursable mutual aid deployments from the time of deployment until the employee returns.

6.7.4 In appropriate cases, an employee may be temporarily assigned to either days or shift for the duration of the "extra" work assignment.

6.7.5 Should this attempt at equitable work controls jeopardize the District's ability to treat MEO members as FLSA exempt, it shall immediately be discontinued. In such case, the parties will meet to discuss the effects.

#### 6.8 Educational Assignments

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

6.8.1 If such an employee is directed to attend a conference or training activity on other than their regularly scheduled duty day(s), the District shall have the right to modify the employee's work schedule.

6.8.2 If such, a unit employee directed by the District to attend a conference or training activity is precluded from working their regularly scheduled number of hours during that work period, as a direct result of said assignment, the District shall credit the employee with the time that they would have worked but for the temporary assignment.

#### 6.9 Call-Back Selection

In the case of a Shift Battalion Chief vacancy, the following order will be used to fill the vacancy.

- a. The vacancy will first be offered to Battalion Chiefs and currently assigned long-term acting Battalion Chiefs (rank for rank).
- b. If no Battalion Chiefs or long-term actors fill the vacancy, the shift will be offered to qualified Assistant Fire Chiefs and acting Battalion Chiefs (any rank).
- c. If a vacancy is not filled through this process, it shall be filled by a mandatory rank for rank assignment consistent with Fire Department staffing policies.

#### 6.9.1 Shift Battalion Chief Vacancy Defined

A vacancy in the position of Shift Battalion Chief shall be defined as a time period during which the assigned employee is absent from their respective duty assignment and using a leave benefit to cover their absence. A Shift Battalion Chief vacancy is not created by an employee attending a meeting, training, or other District or self-directed special assignment on behalf of the Fire Department while being compensated for time worked (Exception: Out of county Mutual Aid deployments constitute a vacancy). An employee assigned away from their normal duty location for District business shall not be considered absent and shall not create a vacancy, as indicated in Section 6.8. Battalion Chiefs assigned away from their normal duty location (up to 8 hours) may be covered by other qualified on-duty Chief Officers or acting Chief Officers.

#### 6.9.2 Minimum Staffing Shift Battalion Chief

Two (2) suppression qualified Chief Officers at the rank of Battalion Chief shall be assigned to each of the three (3) suppression shifts (A, B, C). Daily minimum staffing for shift Battalion Chiefs shall be two (2). In the event of a vacancy of the shift Battalion Chief, a qualified replacement shall be identified using the procedures outlined in this section.

#### 6.10 Pay Periods

Pay periods are the 1<sup>st</sup> through the 15<sup>th</sup> and the 16<sup>th</sup> through the end of each month. Pay days are on the 10<sup>th</sup> and 25<sup>th</sup> of each month.

#### 6.11 Mutual Aid Assignments

The following provisions pertain to employees assigned on Mutual Aid deployments:

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

6.11.2 Battalion Chiefs assigned to mutual aid assignments on other than regularly scheduled workdays shall be compensated at their "reimbursable deployment" rate of pay as set forth in Section 6.7.3.

6.11.3 Assistant Fire Chiefs assigned to reimbursable mutual aid incidents outside of their regularly scheduled workdays and work hours shall be compensated at their "reimbursable deployment" rate of pay as specified in Section 6.7.3.

#### 6.12 Deferred Compensation (457 Program)

The District shall establish and maintain a Deferred Compensation program for

employees. The District does not provide any contributions or matching contributions for CalPERS Classic members of the MEO bargaining unit. For CalPERS PEPRA members, the District shall contribute a flat amount of fifty dollars (\$50) per month and up to twenty-five dollars (\$25) per month in matching contributions (i.e., dollar for dollar if the employee contributes toward their deferred compensation plan account, up to \$25 per month).

6.13 Educational Incentives

The District will provide an incentive for the following educational achievements up to a maximum of \$900 per month.

a. California SFT/CFSTES Chief Fire Officer or Fire Marshal certification... \$400

b. Master's Degree or National Fire Academy Executive Fire Officer... \$500

Degrees must be from an accredited college and in a field that is applicable to the services delivered by the District. Applicability is first determined by the Fire Chief or designee.

6.14 Day Shift Incentive

There shall be a ten percent (10%) day incentive paid to any Battalion Chief assigned by the District to day shift for a period of longer than thirty (30) consecutive calendar days.

6.15 EMT Certification and Paramedic Licensure

6.15.1 Each employee is required to possess and maintain a current and valid EMT certification as a condition of continued employment. Unit members shall receive One Hundred Fifty Dollars (\$150) per month for the EMT stipend.

6.15.2 Each authorized employee who possesses a Paramedic License shall receive a stipend of Four Hundred Dollars (\$400) per month.

6.16 Compensatory Time Off (CTO)

6.16.1 Each employee may accrue up to the legal limit of four hundred eighty (480) hours of compensatory time off (CTO) in lieu of "extra hours" worked.

6.16.2 All such hours shall be scheduled and used at a time authorized by the District.

6.16.3 Any hours on the books as of June 30 of any year shall be liquidated by the District at the employee's straight time rate of pay in effect on that date.

6.16.4 Payment of CTO hours will be issued with the paycheck that includes the last full pay period in June.

6.16.5 Employees can request usage of CTO on a particular date(s), which will be granted unless doing so would unduly disrupt the District's operations.

6.17 Professional Growth

The District encourages continued professional growth.

6.17.1 Accessing and Use of Professional Growth Funds

In each Fiscal Year's Final Approved Budget, the Department shall set aside Three Hundred Dollars (\$300.00) per employee for the express purpose of providing Professional Growth funds. Employees are eligible for additional reimbursement from the pool of remaining funds, up to \$1,200 from May 1 through June 4, upon submission of valid receipts, not to exceed \$1,500 each fiscal year.

6.17.2 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 employee's professional development generally.

6.17.3 To receive these Professional Growth Funds, employees shall submit to the Fire Chief or designee by the end of each Fiscal Year's third quarter (no later than March 31<sup>st</sup>) 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).

6.17.4 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 their 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.

6.17.5 Employees desiring further reimbursements of Professional Growth costs (beyond their original per capita share) may apply, 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.

## 6.18 Out of Class

6.18.1 Battalion Chiefs who are assigned to perform the duties of an Assistant Fire Chief at full capacity in an out-of-class assignment for more than 30 calendar days shall be compensated as follows:

- a. The employee will be compensated a 5% increase to their base salary, plus any incentives they receive, rounded up to the next step in the Assistant Fire Chief salary schedule. The base salary is the employee's monthly salary plus the Day Shift Incentive, as applicable.
- b. If the employee is currently assigned to a shift schedule and is assigned to a day shift Assistant Fire Chief position, they will also accrue the applicable day shift incentive as specified in Section 6.14. If the employee is currently assigned to a day shift position, they will retain their day shift incentive in the new acting assignment.

6.18.2 Assistant Fire Chiefs who are assigned to perform the duties of a Deputy Fire Chief at full capacity in an out-of-class assignment for more than 30 calendar days shall be compensated as follows:

- a. The employee will be compensated a 5% increase to their base salary, plus any incentives they receive, rounded up to the next step in the Deputy Fire Chief salary schedule.
- b. The employee will not be eligible for extra hours compensation (FLSA Exempt), except for as outlined in Section 6.11.3.
- c. The employee shall remain a member of the MEO bargaining unit while serving in their working-out-of-class assignment.

## 6.19 CalPERS Determination of Specialty Pay

As a contracting agency to CalPERS, the District makes no representation as to CalPERS' determination of any specialty pay as part of final compensation. The parties to this MOU acknowledge that any such determination is made at the sole discretion of CalPERS, and the District will comply with the determination made by CalPERS.

## 6.20 Longevity

Each employee shall receive a longevity pay incentive as set forth below based on years of full-time service to the District. Service shall be defined as the date the employee became eligible for PERS membership with the District. These percentages are not cumulative.

- a. Two percent (2%) of base salary per month after ten (10) years of continuous service to the District
- b. Three percent (3%) of base salary per month after fifteen (15) years of continuous service to the District.
- c. Four percent (4%) of base salary per month after twenty (20) years of continuous service to the District.



d. Five percent (5%) of base salary per month after twenty-five (25) years of continuous service to the District.

6.21 Bilingual Pay

- 6.21.1 The Fire Chief or their designee may authorize designated employees to receive a \$100 per month bilingual pay, provided the employee has met the certification requirements set forth in the Bilingual Pay policy.
- 6.21.2 Bilingual Pay shall become effective on the first day of the first pay period after successful certification and written submittal by the employee.
- 6.21.3 Employees receiving bilingual pay shall renew their certification once every three years. Failure to obtain recertification will result in the loss of bilingual pay.
- 6.21.4 All employees receiving bilingual pay shall have their bilingual performance included as part their performance evaluation. Performance that falls below "meets expectations" may subject the employee to loss of bilingual pay.

## ARTICLE 7 WORKING CONDITIONS

### 7.1 Probation Period

#### 7.1.1 Length of Probation Period

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

#### 7.1.2 Extension of Probation Period

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

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

#### 7.1.3 Part of the Selection Process

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

#### 7.1.4 Return to Former Position

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

### 7.2 Hours of Work

#### 7.2.1 Work Schedule

##### 7.2.1.1 Evenings and Weekends

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

##### 7.2.1.2 Work Week

- (a) The work week for employees shall be determined by the Fire Chief or designee. Prior to implementing a temporary change, the Fire Chief or designee shall consult with the affected employees. Prior to making structural changes in staffing, the Fire Chief or designee shall meet and confer prior to

implementation of the change. The Fire Chief or designee shall, whenever reasonably possible, make temporary accommodations for an employee if the change results in a hardship.

- (b) The designated work schedule for day personnel shall generally be 0800 to 1600, five (5) days per week, except designated holidays. With the approval of the Fire Chief or designee, day shift personnel shall have the option of working 9/80, 4/10 or other agreed to flex schedules within the FLSA work cycle.
- (c) In no case shall the work week result in less than two thousand eighty (2,080) hours annually.

#### 7.2.1.3 Three-Platoon Work Schedule

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

XXOOOOXXOOOOXX

Where: X = 24 consecutive hours on duty

O = 24 consecutive hours off duty

#### 7.2.2 Absences

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

#### 7.2.3 Trade Time

7.2.3.1 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.

7.2.3.2 Trade time shall not result in additional cost to the District.

7.2.3.3 The District shall not, in any way, be held responsible for arrangements made between employees pursuant to this Section. The 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:

If the employee calls in sick, and overtime does result in the assignment 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 their sick leave bank at one point five (1.5) times the normal rate.

If the employee fails to report, and overtime does result in the assignment 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 their vacation leave bank "A" at one point five (1.5) times the normal rate.

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 District's discretion.

### 7.3 Appearance of Uniforms

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

### 7.4 Smoking

Smoking, and the use of tobacco products, is prohibited in all District facilities.

### 7.5 Driver License

Maintenance of at least a Class "C" California Driver License shall be a condition of continued employment.

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

### 7.6 Medical Examination

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

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

### 7.7 Conversion Factor - 24 Hour Shift to 8 Hour Days

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

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

## 7.8 Re-Assignment

### 7.8.1 Vacancy

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

### 7.8.2 Transfer

7.8.2.1 Transfers may be initiated by the Fire Chief or designee for a legitimate business need.

7.8.2.2 A transfer may be requested by an employee. Any requested transfer shall be evaluated by the Fire Chief or designee in consultation with the bargaining unit.

7.8.2.3 Absent a legitimate, articulated business need by the Fire Chief or designee, two employees may mutually agree on a transfer.

## 7.9 Wellness Program

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

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

## **ARTICLE 8    BENEFITS**

### **8.1    Insurance Benefits**

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

### **8.2    Retirement Benefits**

#### **8.2.1    PERS Contract**

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

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

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

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

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

The District’s contract with CalPERS shall include:

- Safety Employees who meet the CalPERS definition of “classic members”:
  - One Year Final Compensation (Section 20024),
  - Sick Leave Conversion to Years of Service (Section 20965). Refer to Appendix A Section D (e) for example,

- 3% at 50 retirement formula,
- Employees shall pay, monthly, on a pre-tax basis, through payroll deduction, Three Percent (3%) of the Employer Contribution Rate (Cost Sharing).
- Safety Employees who meet the CalPERS definition of “new members”:
  - Three-Year Final Compensation (Section 7522.32)
  - Sick Leave Conversion to Years of Service (Section 20965). *Refer to Appendix A Section D(e) for example.*
  - 2.7% at 57 retirement formula
- All Safety Employees:
  - 1959 Survivor Program, including Fourth Level 1959 Survivor Benefits.
  - Pre-Retirement Option 2W Death Benefit. Employees shall pay for the cost of this additional option benefit through payroll deduction each month.
  - Alternative Death Benefits for MEO Fire Members credited with 20 or more years of service. The District shall pay the cost of this additional benefit.

#### 8.2.2 Employee Contribution

- A. Safety employees who meet the CalPERS definition of “classic members”:

shall pay three percent (3%) of the PERS retirement Employer Contribution (Cost Sharing)

shall pay nine percent (9%) toward the PERS retirement Employer Member Contribution.

shall pay these monthly contributions on a pre-tax basis, through payroll deduction.

- B. Safety employees who meet the CalPERS definition of “new members”:

shall pay the contribution rate determined by PERS as half of the “normal costs” (as defined in PEPRAs).

## ARTICLE 9 HOLIDAYS

### 9.1 Holidays

The District shall observe the official holidays identified in District Policy #3310. As of the latest revision on February 25, 2025 those holidays are:

New Year's Day	January 1
Martin Luther King Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Indigenous People's Day	2 <sup>nd</sup> Monday in October
Veterans Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Friday after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve (1/2 day)	December 31

### 9.2 Holiday Leave Accrual Rate

- 9.2.1 When the holiday falls on a Sunday, the holiday shall be observed on the following Monday; if the holiday falls on a Saturday, the previous Friday shall be declared a District holiday.
- 9.2.2 All MEO members shall accrue ten (10) hours per month for Holiday Leave.
- 9.2.3 Holiday Leave will be placed in a leave bank to be used by the employee per Section 9.3.

### 9.3 Holiday Leave Use

#### 9.3.1 Shift Employees

- a) Shift employees may choose one of the two options below:
- Accrue holiday leave at the rate of ten (10) hours per month and have the hours carried over from year to year in accordance with Article 10.3.2; or
  - Be paid for up to 120 hours of holiday leave at straight time pay, or
- b) Employees shall make a one-time election, on or before October 15<sup>th</sup> of each year for one of the two options above for the upcoming year's accrual. If payment is elected, the election must designate one of the two options. Once made, the election cannot be changed.



- c) Absent a timely employee election, the District shall maintain the prior year's election, if one has been made.
- d) Failure to make an election for payment will result in any remaining holiday hours as of June 30<sup>th</sup> of the previous fiscal year, being added to the annual leave balance and carried over from year to year in accordance with Article 10.3.2.
- e) Payment of holiday hours, from the previous fiscal year, shall be paid in a lump sum on a separate check on the first full pay period in November each year.
- f) If separation occurs before the end of the fiscal year for with the option to cash out has been made, then the employee will be paid only for the hours which have been earned.

#### 9.3.2 Day Shift Employees

- a) Employees assigned to day shift positions shall utilize their Holiday Leave as a leave benefit only.
- b) Accrued Holiday Leave must be used during the same fiscal year it is credited. Only ten (10) hours may be carried over into the next fiscal year. Unused Holiday Leave will not be converted or calculated for time paid.

## ARTICLE 10 ANNUAL LEAVE

### 10.1 Anniversary Date

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

### 10.2 Accrual

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

#### a. Non-Suppression Qualified Employees

Month through and Including Month	Effective July 1, 2009	
	Hrs/Yr	Hrs/Mo
0	154.32 hrs	12.86
24*	(19.29 days)	
25	188.52 hrs	15.71
48	(23.57 days)	
49	222.84 hrs	18.57
108	(27.86 days)	
109	257.16 hrs	21.43
180	(32.14 days)	
181 and over	291.48 hrs	24.29
	(36.44 days)	

#### b. Suppression Qualified Employees

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

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

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

EXAMPLE:

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

10.3 Annual Leave Bank

10.3.1 Cash Out Options

Employees, at their option, may choose a lump sum payment or equal semi-monthly payments of up to fifty-six (56) hours if assigned to shift OR forty (40) hours if assigned to days, of annual leave each fiscal year. The member may select either:

- a. A lump sum payment to be paid with the first full pay period in July.
- b. Twenty-four (24) equal semi-monthly payments beginning in July encompassing the full fiscal year.
- c. Employees must notify the District in writing of the intent to cash out prior to the start of each year, no later than December 1<sup>st</sup> of each year. Once made, the election cannot be changed.

The members must have the requested hours already accrued if selecting the lump sum option. If electing the equal semi-monthly payment option, the hours will be deducted semi-monthly from the member's monthly annual leave bank.

Compensation shall be at the employee's regular hourly rate of pay.

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

10.3.2 Cap

No employee may have credited to their account on June 30 of any year

more than their prior year's accrual rate.

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

#### 10.3.2.1 Request for Continuance of Accrual

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

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

#### 10.4 Compensation Upon Separation

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

#### 10.5 Annual Leave Requests and Prior Approval

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

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

## **ARTICLE 11      OTHER LEAVES**

### **11.1    Sick Leave**

#### **11.1.1   Definition**

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

#### **11.1.2   Accrual**

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

#### **11.1.3   Verification**

An employee who is absent because of sick leave, for four (4) or more consecutive 24-hour shift workdays or more than 40 hours of day-shift workdays, may be required by the Fire Chief or designee to furnish a letter from their doctor stating that they have been under the doctor's care. The letter shall further state when the employee is expected to be able to return to work; whether the employee has been unconditionally released to return to normal duties; if not unconditionally released, the doctor shall specifically list any applicable restrictions. Should any restrictions be placed upon the employee's return, the District shall have sole authority to determine whether the employee shall return to work and under what conditions.

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

#### **11.1.4   Sick Leave Cash Out**

Employees with a minimum of twenty-five (25) years of service with the District may cash out up to 10% of accrued sick leave. Such requests shall be made pursuant to procedures established by District Human Resources.

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

#### **11.1.5   Separation**

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

#### 11.1.6 Sick Leave Usage

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

#### EXAMPLE:

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

#### 11.2 Management Leave

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

#### 11.3 Bereavement Leave

Employees shall be eligible for up to five (5) days of bereavement leave following the loss of a family member and may utilize three (3) consecutive calendar days of leave without loss of pay to arrange and/or attend the funeral of a member of the employee's immediate family.

If an employee is required to travel more than two hundred and fifty (250) air miles, the employee may be eligible for up to four (4) consecutive calendar days of leave without loss of pay for the stated purposes.

11.3.1 Additional compensated time in excess of the three or four-day paid bereavement leave shall be charged against, at the employee's discretion: CTO, management leave, administrative leave, holiday leave, or vacation leave.

11.3.2 Any additional time off beyond five (5) days may be taken by an employee with prior approval of their supervisor. If there is insufficient accrued leave, the District may grant the employee leave without pay.

11.3.3 For the purposes of this section, immediate family includes spouse, child, step-child, mother, father, step-mother, step-father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent or any relative domiciled in

the employee's household.

11.3.4 Annual leave and/or personal leaves of absence may also be available if additional time away from work is required. Prior approval by the supervisor is required before additional compensated time may be taken. At the discretion of the Fire Chief or designee, proof of loss may be required before funeral leave is authorized.

#### 11.4 Jury Duty Leave

##### 11.4.1 General

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

##### 11.4.2 Verification

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

##### 11.4.3 Payment for Services

An employee may retain any reimbursement for mileage or meals which they receive for jury duty. An employee shall relinquish any payment for their services on jury duty to the District on days for which they were selected for duty and is receiving wages from the District.

##### 11.4.4 Jury Selection for Shift Employees

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

##### Example:

An employee who is scheduled to work on the evening before they must report for jury selection will be released at 1900 hours on the evening before their presence is required.

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

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

#### 11.4.5 Empanelment

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

### 11.5 Religious Holiday Leave

#### 11.5.1 Defined

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

#### 11.5.2 Request to Use

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

#### 11.5.3 Compensation

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

### 11.6 Military Leave

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

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

### 11.7 Personal Leave

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

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



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

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

#### 11.8 Family Care Leave

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

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

#### 11.9 Leave for Court Appearance

##### 11.9.1 Work Related Appearances

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

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

##### 11.9.2 Non-Work Related Appearances

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

#### 11.10 Absence Without Leave

##### 11.10.1 Automatic Resignation

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

##### 11.10.2 Notice

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

#### 11.10.3 Reinstatement

An employee may apply for reinstatement to their position under the following conditions:

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

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

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

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

#### 11.11 Expiration of Leave

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

#### 11.12 Emergency Leave

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

The employee shall provide documentation from an independent credible source verifying the nature of the urgent or emergency personal problem on the fourth or

more episode of the use of this type of leave within a given fiscal year.

11.12.1 District Option

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

11.12.2 Miscellaneous

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

## ARTICLE 12 SEXUAL HARASSMENT

Sexual Harassment is strictly prohibited. All employees must review the District Policy prohibiting Sexual Harassment to ensure that they are aware of the procedure for reporting all incidents of sexual harassment and filing complaints when appropriate. Employees are subject to the bi-annual harassment training for supervisory and management personnel in accordance with State and Federal Law.

## ARTICLE 13 DISCIPLINARY ACTION

### 13.1 Definition

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

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

### 13.2 Progressive Discipline

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

### 13.3 Who May Initiate

The Fire Chief or their designee may initiate discipline.

### 13.4 Causes for Disciplinary Action

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

- a. Fraud in securing employment,
- b. Incompetence,
- c. Inefficiency,
- d. Inexcusable neglect of duty,
- e. Insubordination,
- f. Dishonesty, including theft,
- g. While on or off duty - used, sold/furnished, was under the influence of, or unlawfully possessed any controlled substance as defined in Health and Safety Code section 11007.

- h. While on duty - consumed an alcoholic beverage, or an intoxicant of any kind. Also included is consumption while off duty, but in such close proximity to the commencement of work as to negatively affect the employee's work performance.
- i. Addiction to the use of alcohol or any controlled substance as defined in Health and Safety Code section 11007.
- j. Abuse of a leave benefit.
- k. Conviction of any felony or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of their position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction for purposes of this Article.
- l. Inexcusable discourteous treatment of the public or another officer or employee of the District.
- m. Willful disobedience of a lawful order or direction.
- n. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment.
- o. Willful violation of any of the rules set forth in the operations manuals and/or violation of any of the rules set forth in the Policy and Procedures Manual of the Department or of the terms of this MOU.
- p. Failure to possess or keep in effect any license or certificate or other similar requirement of the employee's classification.
- q. Physical or mental disability, as determined by competent medical authority, when the disability precludes the employee from the proper performance of his/her duties and responsibilities. Reasonable accommodation shall be made as required by law.
- r. Failure of good behavior, either during or outside of duty hours, which is of such nature that it causes discredit to this District or to their employment.

### 13.5 Procedure for Imposing Disciplinary Action on a Regular Employee

#### 13.5.1 Pre-Disciplinary Safeguards

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

#### 13.5.2 Contents of Written Notice

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

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

### 13.6 Administrative Appeals of Disciplinary Actions

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

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

#### 13.6.1 File no appeal

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

#### 13.6.2 Administrative Appeal Hearing

##### 13.6.2.1 Request

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

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

##### 13.6.2.2 Selecting a Hearing Officer

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

The parties will alternately strike a name from the panel of names until one name remains. That person shall be the hearing officer. MEO or disciplined employee, as the case may be, shall have the first strike.

#### 13.6.2.3 Fees

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

#### 13.6.2.4 Waiver of Alternative

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

#### 13.6.2.5 Administrative Appeal Hearing Procedures

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

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

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

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

### 13.6.3 Evidentiary Hearing

#### 13.6.3.1 Request and Waiver of Alternative

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

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

#### 13.6.3.2 Selecting a Hearing Officer

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

#### 13.6.3.2 Fees

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

#### 13.6.3.3 Evidentiary Hearing Procedures

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

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

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



and may not assess any penalty upon the employer.

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

### 13.7 Immediate Effect

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

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

### 13.8 Timeline for Discipline

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

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

- (a) If the member voluntarily waives the one-year time period in writing, the time period shall be tolled for the period of time specified in the written waiver.
- (b) If the act, omission, or other allegation of misconduct is also the subject of a criminal investigation or criminal prosecution, the time during which the criminal investigation or criminal prosecution is pending shall toll the one-year time period.
- (c) If the investigation is a multijurisdictional investigation that requires a reasonable extension for coordination of the involved agencies.
- (d) If the investigation involves a member who is incapacitated or otherwise unavailable.
- (e) If the investigation involves a matter in civil litigation where the member is named as a party defendant, the one-year time period shall be tolled while that civil action is pending.
- (f) If the investigation involves a matter in criminal litigation in which the complainant is a criminal defendant, the one-year time period shall be tolled during the period of that defendant's criminal investigation and prosecution.
- (g) If the investigation involves an allegation of workers' compensation fraud on the part of the firefighter.
- (h) Any other reasons as specified under Government Code §3245(d).

13.8.3 If, after investigation and any pre-disciplinary response or procedure, the District shall notify the firefighter in writing of its decision to impose discipline within 30 days of its decision, but not less than 48 hours prior to imposing the discipline.

13.9 Adverse comment rights; personnel file

An employee shall not have any comment adverse to their interest entered in their personnel file, or any other file used for any personnel purposes by their employer, without the member having first read and signed the instrument containing the adverse comment indicating they are 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.

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

13.10 Right to inspect personnel file

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

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

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

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

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

13.11 Supersession and Controlling Language

Notwithstanding any other provision of this Agreement, if any part of this Article 13, or any other part of this Agreement is in conflict with the California Government Code section 3250 through 3262, that Government Code section shall control, but only insofar as to the inconsistency. The parties intend that, to the extent possible,

any inconsistencies between this Agreement and those sections of the Government Code should be harmonized.

## ARTICLE 14 GRIEVANCE PROCEDURE

### 14.1 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.

### 14.2 Definitions

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

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

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

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

### 14.3 Informal Level

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

### 14.4 Level I

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

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

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

### 14.5 Level II

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

14.5.2 The request shall include a copy of the original grievance, the decisions rendered at Level I, and a clear, concise statement of the reason for the

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

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

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

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

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

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

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

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

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

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

#### 14.6 General Provisions

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

## ARTICLE 15 SEPARATION FROM SERVICE

### 15.1 Layoff

#### 15.1.1 Definition

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

#### 15.1.2 Layoff List

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

#### 15.1.3 Written Notice

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

#### 15.1.4 Effective Date

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

#### 15.1.5 Displacement

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

## ARTICLE 16 RULES AND REGULATIONS GOVERNING EMPLOYEE CONDUCT

### 16.1 Professional Attitude and Conduct

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

- a. Be loyal and faithful to the government of the United States, and the State of California, the County of Sacramento, and the Cosumnes Community Services District, to their superior officers, and shall obey any lawful and reasonable direction given by a superior.
- b. Be courteous and respectful to the public and fellow employees.
- c. Be punctual and diligent in the performance of their duties.
- d. Be free from the influence of intoxicating liquors, including marijuana (Health and Safety Code § 11362.45(f), and unlawful controlled substances (Health and Safety Code section 11000 *et seq.*) during work hours.
- e. Protect and preserve District property, and in particular all property entrusted to their care or supervision; and shall not use District property for personal business or own use.
- f. Not carry on any gainful pursuit involving the District grounds, property or name other than as part of their employment with the District.
- g. Not use, threaten, or attempt to use political influence in securing appointment, promotion, leave of absence, change in classification, salary, or character of work; and shall not use, threaten to use, or urge or solicit any other employee or officer to use their office of employment for the purpose of improperly influencing any act of any officer or employee.

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

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



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

## 16.2 Safety Rules

16.2.1 All employees shall follow the District's safety rules and program and conduct themselves in a manner consistent with safe work habits.

16.2.2 Failure to comply with safety rules may result in disciplinary action up to and including termination.

## 16.3 On-the-Job Accidents

16.3.1 If an employee sustains an on-the-job injury, no matter how slight, it shall be reported to a supervisor as soon as reasonably practicable.

16.3.2 If an employee is involved in a vehicle accident, they are to contact the law enforcement agency having jurisdiction to file a report. They are to report the incident to a supervisor as soon as reasonably practicable. An accident report must be completed within twenty-four (24) hours of the incident and filed with the appropriate Department office.

16.3.3 If a member of the public is involved in an accident or injury on District property, get appropriate medical assistance (if necessary) and notify a supervisor. An accident report must be completed within twenty-four (24) hours of the incident and filed with the appropriate Department office.

## **ARTICLE 17 DRUG AND ALCOHOL TESTING**

### **17.1 Employees Subject to Testing**

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

### **17.2 Definition of Drugs**

For the purposes of this Agreement, drugs shall be defined as any controlled substance, including marijuana (Health and Safety Code § 11362.45(f)) as defined in Health and Safety Code Section 11007.

### **17.3 Definition of an Intoxicant**

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

### **17.4 Reasonable Suspicion Drug Testing**

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

### **17.5 Tips or Notice**

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

### **17.6 Accidents**

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

### **17.7 Testing**

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

#### **17.7.1 Testing Conditions**

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

#### 17.7.2 Laboratory

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

### 17.8 Immediate Suspension

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

#### 17.8.1 Failure to Submit to Testing

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

#### 17.8.2 Notification

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

#### 17.8.3 Negative Test Results

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

#### 17.8.4 Positive Test Results

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

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

#### 17.8.5 Disputed Test Results

The employee may dispute the results of the testing and request additional testing. The employee will bear the expense of additional testing. If additional testing is done in a different laboratory, the

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

17.9 Immediate Termination

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

## ARTICLE 18 TERMS OF AGREEMENT

### 18.1 Duration

This Agreement shall remain in full force and effect following MEO ratification and Board approval from July 1, 2025 through and including June 30, 2028.

### 18.2 Reopeners

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

The District and MEO agree to evaluate the terms of Other Post Employment Benefit (OPEB) trust contributions if changes are made to the OPEB contributions in the IAFF Local 522 Contractual Agreement.

### 18.3 Conditions of Agreement

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

### 18.4 Successor Negotiations

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

18.4.2 Negotiations shall commence on or before January, 2028 upon request for a successor agreement, or of the initial proposal if no counterproposal is made. Timelines may be changed by mutual agreement.

**SIGNATURE PAGE  
MEMORANDUM OF UNDERSTANDING  
MANAGEMENT EMPLOYEES ORGANIZATION  
AND THE  
COSUMNES COMMUNITY SERVICES DISTRICT**

DATE: 06/13/2025



FOR THE MANAGEMENT EMPLOYEES  
ORGANIZATION

DATE: 6/16/25



FOR THE COSUMNES COMMUNITY  
SERVICES DISTRICT

ATTEST:



SECRETARY OF THE BOARD

APPROVED AS TO FORM:



FOR THE COSUMNES COMMUNITY  
SERVICES DISTRICT

**APPENDIX A**  
**COSUMNES COMMUNITY SERVICES DISTRICT**  
**Management Employees Organization**

**EMPLOYEE INSURANCE BENEFITS**

**I. ACTIVE EMPLOYEES**

The District shall provide employees with insurance benefits as set forth in this Appendix.

**A. Cafeteria Plan**

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

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

**B. Available Insurance Plans**

**1. Medical Insurance**

The District shall provide each full-time employee, and their dependents, with the option of enrolling in any medical insurance plan available through its contract with the Health Division of PERS.

2. Dental Insurance

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

Unit members have the option of purchasing additional coverage, at the unit member's cost.

Enrollment or changes to enrollment will only be allowed during the annual Open Enrollment period or when a qualifying life event occurs.

3. Vision Plan

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

Unit members have the option of purchasing additional coverage, at the unit member's cost.

Enrollment or changes to enrollment will only be allowed during the annual Open Enrollment period or when a qualifying life event occurs.

4. Life Insurance

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

5. Cancer Insurance

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

6. Income Protection

6.1. A benefit which provides long-term protection to employees for periods when they are disabled and unable to work.

6.2. Benefits of the program shall be as provided by contractual agreement between the District and the insurance company selected by the District (currently California Association of Professional Fire Fighters).

6.3. The District does not administer the Income Protection benefit beyond providing an information booklet to employees who are on qualifying leaves of absence. The administrator (currently California Association of Professional Fire Fighters) is solely responsible for



administering the program.

- 6.4. Benefits provided by the income protection plan are in addition to any benefits to which the employee is entitled under Section 4850 of the California Labor Code, except that payments from the income protection plan shall not be made concurrently with payment under said section.

7. Employee Assistance Program (EAP)

The District shall provide each full-time employee, and their dependents, an employee assistance program selected by the District. Details are available from District Human Resources.

C. Monthly Premiums

1. Medical Insurance

- a. Medical: The District will pay, if actually required, up to the 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, including the CalPERS Minimum Employer Contribution (MEC).
- b. District Contributions: The District's contributions shall be capped at the maximum for either the "employee only," "employee + one dependent," or "full family" category (as applicable to the employee's medical coverage and dependents level). If the plan premium is less than the District's maximum contribution, the District's maximum contribution shall be capped at 100% of the plan premium. At no time shall the District's contribute more than the health plan premium the employee is enrolled in.
- c. The District's maximum contribution for 2025 shall be as follows:

Effective January 1, 2025:

Enrollment Coverage	District's Maximum Contribution
Employee Only	\$899.98
Employee +One Dependent	\$1,794.96
Full Family	\$2,335.95

- d. Effective January 1, 2026, the District's maximum contribution toward medical premiums shall be, if actually required, 85% of the applicable medical premium for "employee only," "employee +one dependent," or "employee +two or more dependents." The District's maximum contribution rate shall be tied to the lesser of either the Kaiser (KN) or the Blue Shield Access + (BS) in CalPERS Region 1.

Health Stipend Program: An employee who has medical insurance through another source may opt out of the employer-sponsored health plan. The employee must complete the District Opt-Out Election Certificate and provide proof of other medical coverage.

An Employee who elects to opt out of the employer-sponsored plan shall forgo the District contribution to the health plan identified above and shall receive the following monthly health stipend in lieu of the District contributions to the health plan:

- Employee Only/Employee Plus One Dependent: \$200
- Employee Plus Two or More Dependents: \$300

2. Dental Insurance

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

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

3. Vision Insurance

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

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

4. Life Insurance and Income Protection

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

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

5. Cancer Plan

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

D. Payroll Deduction

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

E. Integration

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

F. PERS Sick Leave Option

Unused sick leave benefits shall be converted for retirement credit as provided for in Section 20862.8 of the Public Employee's Retirement Law. Current options provide that unused sick leave benefits shall convert to years of service at a rate of two hundred fifty (250) days of sick leave benefits for one (1) year of service. For purposes of calculations, sick leave shall first be converted to equivalent eight (8) hour days as shown in the example below.

Example

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

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

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

## II. RETIRED UNIT EMPLOYEES

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

### A. MEDICAL INSURANCE

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

### B. CONTRIBUTION

#### 1. Employees on or after July 1, 2010

An employee hired on or after July 1, 2010 must complete at least five (5) years of PERS-credited service with the District 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.

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

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

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

2. Employees hired before July 1, 2010

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

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

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

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

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

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

Tier 1 benefits - District Contribution to Retiree Medical Plan

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

<u>Enrollment Category:</u>	<u>Retiree Contribution</u>
Employee only_____	\$0.00
2-party or family_____	\$15.00

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

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

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

### Tier 2 benefits - District Contribution to Retiree Medical Plan

The District Tier 2 benefit contribution shall be a dollar amount equal to the following:

- 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

Employees who retire after July 1, 2017 shall receive the contribution amount as described above until the employee reaches Medicare eligibility age. An employee that has reached Medicare eligibility age shall then receive a reimbursement amount up to \$600.00 per month. The reimbursement amount is capped at \$600.00 (including any minimum employer contribution if applicable).

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

### C. OTHER POST-EMPLOYMENT BENEFITS (OPEB)

Effective July 1, 2022, employees shall contribute an additional one-and-a-half percent (1.5%) of their base salary toward the irrevocable medical trust account to fund the liability related to retiree medical costs.

The total combined percentage paid by the employee will be 4.5%.

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

**APPENDIX B**  
**COSUMNES COMMUNITY SERVICES DISTRICT**  
**Management Employees Organization**

**PHASES OF PROGRESSIVE DISCIPLINE**

PHASE 1 - Preventative Action:

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

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

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

PHASE 2 - Corrective Action:

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

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

PHASE 3 - Adverse Action:

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

1. Reprimand

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

2. Suspension Without Pay

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

3. Reduction of Pay Within Salary Range of the Class

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

4. Demotion to a Lower Class

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

5. Dismissal from Service

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



**APPENDIX C**  
**COSUMNES COMMUNITY SERVICES DISTRICT**  
**Management Employees Organization**

**SALARY SCHEDULE**

**Effective July 1, 2025**

<b>7/1/2025</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>Fleet Manager</b>	\$ 8,939	\$ 9,386	\$ 9,855	\$ 10,348	\$ 10,865	\$ 11,408	\$ 11,978	\$ 12,577
<b>Battalion Chief</b>	\$ 14,015	\$ 14,716	\$ 15,452	\$ 16,225	\$ 17,036	\$ 17,888		
<b>Assistant Fire Chief</b>	\$ 16,118	\$ 16,924	\$ 17,770	\$ 18,658	\$ 19,591	\$ 20,571		
<b>7/1/2026</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>Fleet Manager</b>	\$ 9,296	\$ 9,761	\$ 10,249	\$ 10,761	\$ 11,299	\$ 11,864	\$ 12,457	\$ 13,080
<b>Battalion Chief</b>	\$ 14,576	\$ 15,305	\$ 16,070	\$ 16,874	\$ 17,718	\$ 18,604		
<b>Assistant Fire Chief</b>	\$ 16,764	\$ 17,602	\$ 18,482	\$ 19,406	\$ 20,376	\$ 21,395		
<b>7/1/2027</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>Fleet Manager</b>	\$ 9,573	\$ 10,052	\$ 10,555	\$ 11,083	\$ 11,637	\$ 12,219	\$ 12,830	\$ 13,472
<b>Battalion Chief</b>	\$ 15,014	\$ 15,765	\$ 16,553	\$ 17,381	\$ 18,250	\$ 19,162		
<b>Assistant Fire Chief</b>	\$ 17,267	\$ 18,130	\$ 19,036	\$ 19,988	\$ 20,987	\$ 22,036		

**APPENDIX D**  
**COSUMNES COMMUNITY SERVICES DISTRICT**  
**Management Employees Organization**

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

Fleet Manager

Battalion Chief

Assistant Fire Chief

**APPENDIX E**  
**COSUMNES COMMUNITY SERVICES DISTRICT**  
**Management Employees Organization**

The Fleet Manager has formally requested to join the MEO bargaining unit. MEO and the District have developed this appendix to address the unique items necessary to add this non-suppression, non-safety position.

1. Salary and subsequent adjustments are included in Appendix C.
2. Longevity will be consistent with the rest of the bargaining unit as listed in Section 6.20.
3. Educational Incentive (Section 6.13) shall include the option of California State Fire Training/CFSTES Emergency Vehicle Technician 3 at \$400 per month.
4. Tool allowance shall be included at \$125 per month for the Fleet Manager consistent with current practice.
5. Uniform allowance will be consistent with the rest of the bargaining unit as listed in Section 6.3.
6. Healthcare insurance premiums shall be consistent with the rest of the bargaining unit as listed in Appendix A for active employees.
7. Management leave will be consistent with the rest of the bargaining unit as listed in Section 11.2.
8. Holiday leave accrual and use shall be consistent with the rest of the bargaining unit as listed in Section 9.3 for Day Shift Employees.
9. CalPERS retirement benefits shall remain the same as the current non-represented Fleet Manager position as listed in District Policy **#3305 Benefits General**.
10. OPEB benefits shall remain the same as the current non-represented Fleet Manager position as listed in District Policy **#3305 Benefits General**.
11. Reimbursable deployment rate of pay shall be consistent with the rest of the MEO bargaining unit based on the Fleet Manager base pay and Section 6.7.3 and 6.11.
12. Not required to maintain EMT certification as listed in Section 6.15.