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# MEMORANDUM OF UNDERSTANDING

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Rescue Fire Protection District and Rescue Professional Firefighters Association



TERM OF AGREEMENT  
JULY 1, 2021, THROUGH JUNE 30, 2024

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## Chapter I – Recognition and Administrative Matters

### Article 1: Preamble and Recognition

- A. This Memorandum of Understanding is entered into by and between the Rescue Professional Firefighters Association, hereinafter referred to as the “Association” and Rescue Fire Protection District, hereinafter referred to as the “District”. It is the intent and purpose of this Memorandum to set forth the understanding of the parties regarding matters relating to the wages, hours, and terms & conditions of employment between employees represented by the Association and the District.
- B. This Memorandum of Understanding shall not be binding on either party until accepted on behalf of the District by motion or resolution of the Board of Directors and on behalf of the Association by a majority vote of its membership.
- C. For the purpose of meeting and conferring in accordance with the Meyers-Milias-Brown Act, the Association is formally recognized as the exclusive representative of all full-time employees in the classifications of Firefighter, Engineer, and Captain within the Fire Department of the Rescue Fire Protection District with the exception of management, administrative, and non-safety employees. Management, administrative staff, and non-safety employees shall include the Chief, office clerical staff, administrative staff, and all other non-safety employees. Apprentices, volunteers, interns, and paid call employees are not part of the Association.
- D. All parties shall be required to meet and confer pursuant to Government Code Section 3500, et. al. The scope of representation shall include wages, hours, and other terms & conditions of employment. Notwithstanding the foregoing, nothing in this agreement is intended to circumscribe or modify the exclusive management rights of the District in accordance with applicable laws, rules and regulations.
- E. The parties to this Memorandum of Understanding agree that neither shall discriminate against any person or the administration of this agreement on the basis of race, color, ancestry, religion, sex, age, national origin, political affiliation, disability, or association affiliation.

### Article 2: Employee Rights & Association Security

- A. Employees of the District shall have the right to join and participate in the activities of the Association on all matters of employee relations including, but not limited to, wages, hours, and other terms and conditions of employment.
- B. For the purpose of the Memorandum of Understanding, the terms “employee” and “personnel” shall refer exclusively to those employees who are eligible for membership in the Rescue Professional Firefighter Association. Apprentices, volunteers, interns, paid call, and management employees are specifically excluded.
- C. It is recognized that all employees in the bargaining unit may or may not join the Association at the individual’s discretion and that no such employee shall be required to become a member

of the Association as a condition of his/her employment or continued employment by the District.

- D. It is further recognized that the Association, as the recognized bargaining representative, provides through the representation process for the improvement of wages, hours and other terms and conditions of employees, whether Association members or not.

### Article 3: District Rights

- A. The parties hereto recognize that the District has and will retain the exclusive right to manage and direct the performance and assignment of District services and the work forces performing such services, unless the District has specifically delegated, abridged or modified any such right by agreement.
- B. The employee Association recognizes that the District and the Fire Chief retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of and the manner in which the District's fire department activities are conducted, managed, and administered, and the Association recognizes the exclusive right of the Fire Chief to establish and maintain departmental rules and procedures for the administration of the Fire Department during the term of this Memorandum of Understanding.
- C. The District retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this MOU, except as expressly limited by a specific provision of the MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the District and not abridged herein, include, but are not limited to, the following: to manage and direct its business and personnel; to manage control, and determine the mission of the District, building facilities, and operation; to create, change, to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirement and require overtime to schedule working hours and shifts, to adopt rules of conduct; to determine the type and scope of work to be performed by District employee and the services to be provided; to classify positions; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.
- D. Nothing in this Article shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the District by any law regulating, authorizing or empowering the District to act or refrain from acting.

### Article 4: Policies and Procedures

- A. The District recognizes that changes to the District's policies and procedures, whether proposed by the District or the Association, which affect wages, hours, or terms and conditions of employment, are subject to the meet and confer requirements of Government Code Section 3500 et al. The provisions of this MOU shall prevail over any rules and regulations that are inconsistent with the MOU.

- B. Copies of all District policies, procedures, rules and regulations and this MOU shall be made available to each employee by the District upon initial employment and throughout their term of employment.

#### Article 5: Maintenance of Benefits and Waiver Clause

- A. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein, during the term of this MOU.
- B. Nothing in this section shall preclude reopening of any section of this Memorandum of Understanding pursuant to mutual agreement by the District and Association.
- C. The parties further agree that all terms and conditions of this Memorandum of Understanding, whether stated herein or incorporated by reference, shall be maintained, and continue for the life of this agreement.
- D. All wages, hours, and other terms and conditions of employment shall be maintained and remain unchanged until a party takes action, after the expiration of the MOU, to cancel the provisions thereof or until a successor Memorandum of Understanding is entered into between the District and the Association.
- E. If any article or provision of this agreement or any portion thereof or the application of such to any person or circumstances is inconsistent with applicable law or is otherwise held to be invalid by a court of competent jurisdiction, the remainder of this agreement or the application of such portion or circumstances other than those as to which it is held invalid.

#### Article 6: Successor Clause

- A. In the event the Board of Directors approves any plan which call for consolidation, reorganization or contracting of services with one or more other fire districts, the District will exert reasonable efforts to incorporate all the terms of this MOU into the consolidating or contracting district's existing MOU, policies, procedures, rules and regulations.
- B. In the event the Board of Directors approves any plan which call for consolidation, reorganization, annexation, or contracting of services with one or more other fire districts, the District will exert reasonable efforts to incorporate 3 - 0 staffing at the main fire station, which is currently Station 83.

#### Article 7: Board Packets

- A. The District shall provide, at no cost, a copy of the Board Agenda and information packet for every regular and special meeting of the Board of Directors. The District shall also provide, at no cost, a copy of the annual financial report and the independent auditor's report at the end of each fiscal year when approved by the Board of Directors for release.

#### Article 8: Term of Contract

- A. The terms and conditions of this Memorandum of Understanding are effective July 1, 2021, through June 30, 2024, or until earlier amended by mutual agreement of the parties.

#### Article 9: Peaceful Performance

- A. The District and the Association recognize and acknowledge that the work performed by Association members is essential to the public safety, health and general welfare of the community. The Association as a whole, and each member of the Association individually, agrees that they will not engage in a sick out, work stoppage, strike, sympathy strikes, or any other organized protest or activity which interferes with the essential operations of the Fire Department.

## Chapter II – Seniority

### Article 10: Seniority

#### Definition:

A “regular” employee is a full-time employee who has successfully completed the District’s full hiring process, including a probationary period, who currently works a 48/96 hour shift.

- A. The District shall establish a seniority list of regular status employees in the Rescue Professional Firefighters Association, which shall be updated by the District by October 1<sup>st</sup> of each year and will be given to the Association’s President. Unless an objection to the seniority list is made to the District within thirty (30) days from when the list is received, the list will be considered accurate and final.
  
- B. District seniority shall be based on total unbroken years of service in the District as a full-time regular employee. The employees date of hire as a regular full-time employee will be used. The start date as an apprentice, volunteer, intern, or paid call with the District will not be used for calculating seniority.
  
- C. In the event two (2) or more persons are hired on the same calendar date, seniority in the District shall be determined in accordance with their respective standing on the entry level hiring list. The employee attaining the highest numerical standing shall be more senior. In the event two (2) or more persons are promoted on the same calendar date, seniority in rank only shall be determined in accordance with the numerical standing on the ranked list established prior to the final Fire Chief interview. The employee with the highest standing shall be more senior.



## Chapter III - Compensation

### Article 11: Salary and Wage Scale

#### A. Employees shall receive the following Cost of Living Adjustments (COLA):

- July 2021 – 3%
- July 2022 – 3%
- July 2023 3%

Any COLA provided for in this section will be effective the first day of the first pay-period after July 1, 2021, July 1, 2022, and July 1, 2023.

#### B. Paramedic Incentive

1. Effective March 10, 2021, the paramedic incentive will no longer be offered and will instead be included in the base pay of the position. For purposes of calculation, \$138.46 is divided by 112 hours which increases the base pay of each job classification by \$1.24. (This increase does not include any other incentives that employee may receive such as longevity.) The new base pay for each affected position shall be reflected in the public salary schedule.
2. Employees hired or promoted after January 1, 2021, must possess, and maintain State of California Paramedic certification and El Dorado County Paramedic Accreditation as a condition of employment.

### Article 12: Overtime Compensation

#### A. Overtime:

1. All overtime compensation shall be paid at a rate of 1-1/2 times the employee's regular hourly pay.
2. Employees shall receive overtime compensation for any hours worked beyond their regularly scheduled work hours.
3. For purposes of calculating overtime compensation, hours worked shall mean all hours including vacation hours, holiday hours, sick leave, etc.
4. The declared work cycle for the District is and has been a 28-day work cycle under section 7(k) of the FLSA. The employees work a 56-hour work week, or two-hundred twenty-four (224) hours during the 28-day cycle. Under FLSA, overtime pay is required for all hours worked in excess of two-hundred twelve (212) hours in the 28-day cycle. The current salary schedule of the District includes the straight tie pay for the extra twelve (12) hours worked each 28-day cycle in excess of two-hundred twelve (212) hours. In addition, employees are compensated at one half (1/2) their base hourly for the twelve (12) hours worked in excess of two-hundred twelve (212) hours during the 28-day cycle.
5. For purposes of record keeping, the District does not use FLSA to track unplanned overtime.

B. Authorization:

The Fire Chief or designee may require and shall authorize any overtime work in advance of time worked. If prior authorization is not feasible because of emergency conditions, notifications shall be given, as soon as possible.

C. Record keeping:

Accurate records of overtime and extra shifts shall be maintained by the District.

D. Overtime Distribution:

In the event that overtime work becomes available, the District shall refer to the minimum staffing policy, as well as any overtime and strike team policies that the Board may approve. All full-time personnel shall have first priority in overtime work that becomes available. In the event that no full-time employee is able or desires to work that overtime, the District shall then utilize apprentices, volunteers, interns and paid call personnel.

E. Call Back Time:

1. Defined – When an employee returns to work because of a department request after the employee has completed his/her normal work shift and left the workstation, the employee shall be credited with a minimum of two (2) hours from the time of call back, plus any hours of work in excess of two (2) hours in which the employee is continuously engaged in work for which he/she was called back.
2. Compensation – “Call Back” time shall be overtime and shall be paid in accordance with overtime pay provisions.

### Article 13: Uniform Allowance

- A. Each employee shall receive an annual uniform allowance of nine hundred dollars (\$900.00), payable in two (2) equal installments on the first full pay period of July and January. All employees shall receive a uniform allowance regardless of their schedule or assignment. Uniform allowance is not CalPERS reportable income and has no monetary value for new CalPERS members.
- B. The employee will be responsible for purchasing their own uniforms and adhering to the District’s uniform policy.
  1. Station and Wildland boots are recognized as PPE by the District, and they will be replaced by the District on as needed basis utilizing the Boot Authorization Form. The Fire Chief or designee will need to approve the boot replacement before the replacement is made.
  2. The District will purchase up to two (2) pairs of dual compliant pants one (1) time per year for the employee. As these are considered PPE by the District, if dual compliant pants are damaged and determined to be out of service, the District will replace them at no cost to the employee. The Fire Chief or designee will need to approve the dual compliant pant replacement before the replacement is made.

## Article 14: Longevity Pay

- A. The District shall grant employees longevity pay consisting of a one percent (1%) increase for every five (5) years of continuous service up to a maximum of five percent (5%). Years of service shall be calculated from the employee's date of hire. Longevity pay shall be calculated using the employee's current salary step and adjusted with each step increase and/or wage increase.

## Article 15: Education

- A. The District shall allow represented employees a minimum of one (1) employee requested outside training per fiscal year and up to five hundred dollars (\$500.00) in tuition reimbursement. The District shall approve the class prior to employee attending the class and prior to tuition reimbursement. The District will allow twelve (12) hours of coverage for each regularly scheduled shift during the approved class. Should the approved class be out of the area and require overnight lodging, all twenty-four (24) hours of the shift will be covered by the District at no cost to the employee.
- B. Tuition shall be reimbursed upon proof of completion of the class with a passing grade and a receipt. In the event of a non-passing grade or an incomplete, the staff member shall not receive the monetary reimbursement but will receive the compensatory time allocated for education.
- C. This time includes use of District utility vehicle for transport to and from classes and per diem meals and lodging, per approval of the District.
- D. This is not intended to preclude the District from sending personnel to classes that the District feels is pertinent to the employee's job classification. These classes, however, would not count against the employee's education leave.
- E. If a member is not permitted to take an outside class due to administrative denial, the education allowance for the denied class will roll over to the next fiscal year. The class must be relevant to the employee's job position.
- F. Paramedic Reimbursement for Classes
  1. The District shall pay or reimburse El Dorado County EMSA accredited paramedic personnel for fees, except for late fees incurred in the maintenance of the following certifications:
    - ACLS – Advanced Cardiac Life Support (bi-annual certification)
    - PALS/PEPP – Pediatric Advanced Life Support (bi-annual certification)
    - ITLS or BTLS or PHTLS – International or Basic or Pre-Hospital Trauma Life Support
    - CPR – Cardiac Pulmonary Resuscitation (bi-annual certification)
  2. Reimbursement shall include class tuition and associated class materials; if required to attend the class offsite, applicable overtime or wages will be paid for class time only. Mileage reimbursement will not be paid for driving to and from the class.
  3. These classes do not count towards the Association member's education allowance.

4. Class fees shall be reimbursed upon documentation of successful completion and shall not exceed two hundred dollars (\$200) per class.
5. The District shall pay or reimburse the fee for the State Paramedic License renewal.

#### Article 16: C.S.F.A Membership

- A. The District will pay the entire amount of the membership dues for “Active” membership in the California State Firefighters’ Association for each employee.

## Chapter IV – Health and Retirement Plans

### Article 17: Health Plans

A. Medical insurance:

The District shall contract for employee medical insurance benefits plans. Upon initial employment eligible employees may enroll in any available medical plan of their choice. Thereafter, employees may change plans only during announced open enrollment periods or if there is a qualifying event. A “qualifying event” includes: birth, death, adoption, marriage, divorce, loss of alternative health coverage, moving to another county, becoming a citizen, or gaining tribal membership.

The District’s maximum monthly contribution towards healthcare shall be by category in accordance with the following:

Employee Only	\$802.52
Employee + 1	\$1,605.00
Family	\$2,086.51

If an employee chooses to enroll in a plan that is more expensive than the District’s contribution, then the employee shall pay the difference by payroll deduction. The District will agree to meet and confer should the Kaiser HMO monthly premiums exceed the District’s maximum monthly contribution towards healthcare.

B. 125 Plan:

The District offers Dependent Care and Health Care Flexible Spending Accounts (FSA). This benefit allows employees pre-tax deductions for dependent and health care expenses. This is available to all regular employees.

C. Dental Plan:

The District agrees to pay the total cost of monthly premiums for employees and their dependents towards dental care insurance.

D. Vision Plan:

The District agrees to pay the total cost per month toward a vision plan for all employees and their dependents.

E. In the event that parties are unable to agree on the health insurance plan, vision insurance plan, and/or the dental plan, the District shall not be obligated to provide a plan different or more expensive than the plan in effect as of the date this Agreement was executed by the parties.

F. Group Long Term Disability Insurance

The District agrees to pay a total maximum of twelve dollars (\$12) per month toward long term disability insurance per employee

F. Medical Opt-Out

If the employee shows proof of enrollment in alternate medical coverage, the employee shall be eligible to receive an “opt out” payment equal to the amount of the Employee Only contribution. Employees will only be allowed to opt out or enroll in District insurance during open enrollment or at the time of a qualifying event. Employees will be paid in twenty-six (26) equal installments for the opt out amount on their bi-weekly paycheck. Medical Opt-Out pay shall begin the first full pay period after the employee is eligible for health benefits. FLSA overtime calculations will include payments made as part of the opt-out plan.

#### Article 18: Retirement

- A. All employees covered by CalPERS are subject to the terms of the contract in effect between the District and CalPERS.
1. For those hired on or prior to September 22, 2012, one-year final compensation pursuant to Government Code section 20224. Those hired after September 22, 2012, have three-year final compensation pursuant to Government Code section 20037.
  2. The District shall pay the employer paid member contributions (EPMC) pursuant to Government Code section 20691 and report the value of same pursuant to Government Code 20636, subdivision (c)(4) for Classic Safety members. The EPMC for Safety Classic Members is 9%.
  3. Military Service Credit as Public Service pursuant to Government Code section 21024.
  4. Fourth level of 1959 Survivor Benefits pursuant to Government Code section 21574.
  5. For employees hired prior to September 22, 2012, the District agrees to allow the employees to participate in a 457 program, provided the employee pays 100% of the cost thereof. For employees hired on or after September 22, 2012, who participate in a 457 deferred compensation plan, the District shall contribute a flat amount of fifty dollars (\$50) per month towards the employees elected 457 deferred compensation plan. The District also agrees to match the employees contribution to their elected 457 deferred compensation plan up to a maximum of twenty-five dollars (\$25) per month. The District contribution towards the employees elected 457 deferred compensation plan shall not exceed seventy-five dollars (\$75) per month.
  6. The District agrees to pay the employee’s entire nine percent (9%) contribution to CalPERS for Classic Safety members.
- B. Employees hired prior to September 22, 2012, shall have the CalPERS 3% @ 55 formula, as provided by the terms of the contract in effect between the District and CalPERS. Employees shall pay nine percent (9%) of the employer’s contribution. These deductions shall be pre-tax.
- C. Employees hired between September 22, 2012, and December 31, 2012, and CalPERS “Classic” members hired on or after January 1, 2013, shall have the CalPERS 2% @ 55 formula, as provided by the terms of the contract in effect between the District and CalPERS. Employees shall pay nine percent (9%) of the employer’s contribution. These deductions shall be pre-tax.

- D. "New Members" to the CalPERS system hired on or after January 1, 2013, shall have the CalPERS 2% @ 57 formula as provided by the terms of the contract in effect between the District and CalPERS. The employee contribution rate shall be 50 percent of the normal cost for the 2% @ 57 plan, rounded to the nearest quarter of one percent, or the current contribution rate of similarly situated employees, whichever is greater.
- E. Retiree Health Coverage
1. For employees with a start date with the Rescue Fire Protection District PRIOR to January 1, 2008:
    - a. Retirees must have an effective start date with the Rescue Fire Protection District prior to January 1, 2008, and a minimum of fifteen (15) years of continuous employment, prior to retirement, with the Rescue Fire Protection District to qualify for retiree health coverage. Retiree must qualify and be eligible to retire based upon the CalPERS retirement eligibility, rules, and guidelines. Retiree will only receive insurance contributions from the District for medical insurance benefits.
    - b. The District shall contract for retiree medical insurance benefit coverage. Upon retirement, retirees may enroll in any available and eligible District sponsored medical plan. Thereafter, retirees may only change plans during announced open enrollment periods or during a qualifying event period. The District agrees to pay the total cost of monthly premiums for retiree in the plans offered, up to the District maximum contribution level. If a retiree chooses to enroll in a plan that is more expensive than the District's maximum contribution, then the retiree shall pay the difference.
    - c. In the event the parties are unable to agree on the health insurance plan, the District shall not be obligated to provide a plan more expensive than the plan in effect as of the date of this Agreement.
    - d. Retirees shall be able to elect to have one (1) dependent covered in addition to them self. This coverage shall only apply for the same plan in which the retiree is enrolled and shall not be transferrable. In addition to this single dependent whom the retiree elects to extend this benefit, the retiree may extend coverage to other eligible dependents at the full cost to the retiree.
    - e. Retirees shall be able to elect to have themselves and dependents covered for both dental and vision insurance at full COST TO THE RETIREE. The District will make no contributions towards these benefits.
    - f. Any employee that retires on or after January 1, 2014, shall receive a retiree medical benefit equivalent to active employee benefits defined in Article 17 A.
  2. Employees with a start date with the Rescue Fire Protection District AFTER July 1, 2013, are not entitled to retiree medical coverage.

## Chapter V – Leaves and Holidays

### Article 19: Holidays

- A. Employees shall be paid for thirteen (13) Holidays per year, paid once a year, on the first full pay period in November at twelve (12) hours per holiday of straight time.
- B. In the event of employee separation from the District, the District will pay the employee six (6) hours of straight time (Holiday pay) per pay period worked beginning the first full pay period in December.
- C. For employees with less than one (1) year of employment at the time the Holiday pay is issued, they shall be paid 1/12 (one twelfth) of the total holiday payment for every full month on payroll for the calendar year.

### Article 20: Vacations

#### A. Eligibility

- 1. All full-time employees will accrue vacation leave from the date of hire. Employees shall be eligible for vacation leave twelve (12) months after date of hire.
- 2. Employees may be allowed to take vacation leave by the shift/day or hour.
- 3. A vacation year shall begin on the first day of the calendar year and extend to the last day of the calendar year.
- 4. Upon separation of service, the employee separating shall be paid the balance of unused vacation time with their last pay warrant calculated at the employee's current hourly base pay rate.

#### B. Computation

Employees shall earn vacation hours as follows:

- 1. 0-5 years, employee earns 5.54 hours per pay period.
- 2. 6-10 years, employee earns 7.39 hours per pay period.
- 3. 11-15 years, employee earns 9.24 hours per pay period.
- 4. 16+ years, employee earns 11.08 hours per pay period.

#### C. Accumulation

All employees, at the end of the calendar year, shall not accumulate more than four hundred eighty (480) hours of vacation hours. Any employee who has exceeded the maximum allowable accumulated vacation hours on January 1 shall cease to accumulate vacation time until the total vacation hours are below four hundred eighty (480) hours.

#### D. Use Of

- 1. All employees with less than four (4) full years of continuous employment shall not schedule more than ten (10) consecutive working days off without prior approval of the Fire Chief.



2. All employees with more than four (4) full years of continuous employment shall not schedule more than fifteen (15) consecutive working days off without prior approval of the Fire Chief.

#### E. Scheduling

1. The employee's vacation leave will be arranged to meet the employee's request whenever possible.
2. The procedure for scheduling vacation leave shall be on a seniority basis. Seniority will start from rank; seniority in each rank will be time in grade.
3. Vacation sign-ups are during the month of January, based on a seniority basis. After the January sign-ups, all vacation requests shall be on a first come, first reserved basis. No employee shall lose their reserved vacation leave due to seniority or scheduling conflicts. The Fire Chief shall have final say to approve vacation schedule.

#### F. Loss of Excess Leave

1. All employees are encouraged to use their allotted leave to insure their professional and personal health.
2. In the event that the needs of the District prohibit or prevents an employee from taking a vacation during the vacation year, the employee, at that time, will receive a written waiver from the District. Upon separation from the District, the employee shall only be able to "cash out" the maximum allowable accrual as per District policy or CalPERS requirements.

#### G. Vacation Cash-Out

During employment, an employee may elect to receive cash in lieu of accrued vacation leave at one hundred percent (100%) of the employee's base hourly rate, subject to the following restrictions:

1. An employee wishing to receive cash in lieu of accrued vacation leave must submit an irrevocable written election by December 31 of the calendar year prior to the calendar year in which the employee wishes to redeem accrued vacation leave for cash. An employee who does not make an affirmative election by the end of the calendar year shall be deemed to have irrevocably elected not to receive cash in lieu of vacation leave during the subsequent calendar year.
2. An employee's written election must specify the number of accrued vacation hours, not to exceed the employee's maximum annual accrual, which the employee wishes to redeem for cash in the following calendar year.
3. After an employee makes an irrevocable election, the employee may request payment for accrued vacation hours on a quarterly basis. Requests to redeem accrued vacation must be submitted, in writing, at least two (2) weeks prior to the end of the quarter.
4. If an employee does not request payment for the full amount of vacation elected for cash out, the District shall unilaterally cash out the remainder of the vacation leave elected for

cash-out at the end of the fiscal year, to the extent the employee has leave accrued during that calendar year available.

5. Only vacation leave hours already accrued in the calendar year for which an election was made may be cashed out under this provision. Voluntary cash-out for vacation leave accrued in a previous year is not allowed.

## Article 21: Sick Leave

### A. Eligibility

All full-time employees will accrue sick leave from the date of hire. Employee shall be eligible for sick leave ninety (90) days after hire date.

### B. Computation

Employees shall accrue 7.4 hours of sick leave per pay period.

### C. Accumulation

All personnel shall be able to accumulate an unlimited amount of sick leave.

### D. Use of Sick Leave

1. Sick leave is used when an employee is incapacitated from performance of duties because of illness, injury, or for medical, dental examination or treatment or when an immediate family member is ill or injured and it is necessary for an employee to be off work (limit of three (3) shifts off unless otherwise approved by Administration).
2. A physician's release will be required when an employee takes more than three (3) consecutive sick shifts off.
3. Employees who have exhausted sick leave may use vacation leave.

### E. Abuse of Sick Leave

Use of sick leave for purposes other than those defined above will constitute grounds for disciplinary procedures.

### F. Leave of Service

1. Accrued and unused sick leave maybe compensated to employee at the time of retirement only. An employee may receive payment for sick leave up to a maximum of five hundred (500) hours, as provided below if the employee has a minimum of five (5) consecutive years of service with the Rescue Fire Protection District. Accrued and unused sick leave may also be converted to CalPERS service credit at the time of your retirement. Employee is not entitled to both CalPERS retirement service credits and payment for unused sick leave.
  - a. Five (5) years to ten (10) years of service: may be paid up to five hundred (500) hours at fifty percent (50%) of the employee's current hourly rate.
  - b. Ten (10) years of service or more: may be paid up to five hundred (500) hours at one hundred percent (100%) of the employee's current hourly pay rate.

## Article 22: Bereavement Leave

### A. Family Death

A leave of absence may be requested for a death in the immediate family. Such leave shall not exceed two (2) shifts. This time off shall be taken from the employee's sick leave. Immediate family includes: spouse, parent, step-parent, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, and brother-in-law. Others not listed may be approved by the Fire Chief at his/her discretion.

## Article 23: Jury Duty Leave/Court Leave

### A. Jury Duty:

Leave of absences shall be granted with pay when an employee is required to attend jury duty if the employee is required to attend jury duty on his/her regular workday. Employees shall notify the District office upon receiving a notice of jury duty.

### B. Court Leave:

An employee required to make a court appearance on behalf of the Fire District shall be compensated at the overtime rate when off duty. This shall not apply to appearances related to the District's working conditions or job dispute actions, or actions initiated by the employee or the Association against the District.

## Article 24: Miscellaneous Leaves of Absence

A. Military Leave: District shall provide compensation during qualifying military leave to the extent provided by law.

B. Leave of Absence with Pay: there will be no loss of benefits for leave of absence with pay. Employee must continue paying their monthly contribution towards health benefits.

C. Leave of Absence without pay: The Fire Chief may grant a temporary leave of absence for a period not to exceed sixty (60) days.

D. Extended Leave of Absence without Pay: The Board of Directors may grant a leave of absence for extended periods that exceed sixty (60) days. A written request must be sent to the Board prior to the monthly Board meeting.

### E. Loss of Benefits While on Leave of Absence without Pay

1. Accumulation of sick and vacation leave.
2. Contributions to health insurance (District will continue to pay benefits if reimbursed by employee.)

## Chapter VI – Hours, Scheduling, and Staffing

### Article 25: Hours of Work

A. District employees shall work a schedule consisting of two (2) consecutive 24-hour shifts on, and four (4) days off. XXOOOOXX

B. However, the Fire Chief may elect to change the hours and scheduling of the work week.

### Article 26: Shift Bidding

Every two (2) years, beginning in 2021, members represented by the Rescue Professional Firefighters Association shall have the opportunity to bid for a shift. Members who are on probation at the time of the bid shall have the opportunity to bid for a shift. It is the intent of both the District and the Association to oversee the selection process and administer it in the best possible manner. No unilateral decisions or changes shall be made without the mutual agreement between the Fire Chief and the Association. Bidding for a shift will be based on seniority with the department in rank, as defined by Article 10 of this MOU, and will be determined by providing the following options:

- Live Shift Bid
- Shift Bid Form

#### Purpose

- To establish a clear and consistent bid system policy to allow for operational staffing.
- To provide an equitable procedure for filling operational staffing assignments

#### Definitions

- Bid Process Period: Beginning on or about October 1st and completed no later than November 1st of each year
- Seniority: The criteria used to determine preference for assignment. Seniority is defined as continuous full-time service with the District within rank as defined by Article 10 of this MOU. The District shall maintain a seniority list.
- Proxy: A person authorized to act on behalf of another. Members unable to attend the live bid process may use a proxy. The member serving as a proxy must have written permission from the absent member in the form of a signed note or e-mail. The member serving as proxy must have the proxy note or e-mail in-hand at the live bid process.
  - Shift bid form: Form that can be filled out prior to meeting and submitted to Association President that lists employees top three (3) choices.

#### Shift Bid Procedures

- A. The selection process will begin on or about October 1, of each year. Shift movement as a result of the bidding process will be timed as close as possible to Jan. 1 every two (2) years and will have no fiscal impact.
- B. The Association President will establish a date and time that the Live Bid Process will occur and notify all members via email at least one (1) month prior to the date and time.

Personnel may choose to be present for the bid process on the day and time specified by the President, bid via a proxy vote, or be available by phone to submit their bid.

- C. Employees should be prepared with their bid once the selection process begins. The selection order will begin and continue as follows by seniority:
  - 1. Captains
  - 2. Engineer/Apparatus Operators
  - 3. Firefighters
- D. The employee, in rank with the most seniority as defined in Article 10 of this MOU, will make their selection in person. If the person is not present, the president will reference the shift bid form that was submitted. If the employee is not present and did not submit a bid form, the Association President will make one phone call to the employee. The employee shall have sixty (60) minutes to call back and make a selection.
- E. If the employee does not call back within the sixty (60) minute time frame, the Association President will move on to the next person on the seniority list.
- F. The employee who was passed by can call the Association President back at any time and make their selection based on remaining availability. However, the employee that was bypassed will not be able to select any positions that were filled by subsequent employees who were contacted in the interim and made a selection.
- G. Nothing in this policy shall be construed to limit the Fire Chief's discretion to reassign or move members when, in the Fire Chief's opinion, the needs of the District will be best served.

#### Article 27: Shift Trades

- A. Employees shall be allowed to trade unlimited hours that are mutually arranged and agreed to between the trading employees, which does not obligate the District additional cost liability and meets the following conditions:
  - 1. The employee shall request and seek approval in writing, which can include Telestaff, for shift trades from administration not later than the work shift prior to the shift on which the trade will occur, emergencies excepted.
  - 2. All time owed shall be between the individuals and shall not involve the District.
  - 3. The Association and its members shall hold the District harmless from any claims for overtime as a result of shift trade policies.
  - 4. The Fire Chief shall have the right to deny shift trade requests.

#### Article 28: Seniority/Layoff Policy

- A. Purpose

The purpose of this Article is to provide a work security for employees measured by length of service with the Fire District and to provide means by which job movement of employees will be regulated.

B. Definitions

1. Hire Date Seniority: The employee's length of employment with the Rescue Fire Protection District.
2. Employee: A paid full-time employee with the Rescue Fire Protection District.
3. Classification Seniority: The original date of entry in a job classification.
4. Promotion: A change to a job classification for which the top rate of pay is greater than the top rate of the employee's present job classification.
5. Downgrade: A change to a job classification for which the top rate of pay is less than the top rate of pay of the employee's present job classification.
6. Transfer: A movement of an employee from one shift to another and/or one work organization to another without a change in job classification.
7. Layoff: A removal from active payroll of the Rescue Fire protection District because of reduction in the working force.
8. Recall Rights: Those right which an employee has when laid off or downgraded from a classification.

C. Layoffs and Downgrades – Pertains to Paid Full Time Employees

In administering layoffs and downgrades, seniority shall be applied as follows (not relating to disciplinary action):

1. The employee having the least hire date seniority within the affected job classification shall be the first displaced and the last recalled.
2. An employee who is unable to retain his/her present job classification due to a layoff shall apply his/her hire date seniority to bump a less senior employee within his/her promotional ladder. (Note: An employee promotional ladder will be based on all previously held job classifications in descending order.)
3. Employees shall be notified by the Fire District, in the event of a layoff, at least thirty (30) working days prior to the effective date.
4. Layoff in Lieu of Downgrade: An employee requesting layoff in lieu of downgrade to a lower job classification shall submit a written memo to their supervisor within seven (7) days following notification. An employee who elects to accept layoff in lieu of downgrade shall forfeit recall rights to refused job classification within his/her promotional ladder.

D. Recall from Layoff or Downgrade – Pertains to Paid Full-Time Employees:

1. Recall: Laid-off, downgraded employees due to reduction in force shall be recalled in accordance with their hire date seniority before the Fire District declares such openings available for promotion or outside hire.
2. Recall to Lower Classification: In the event that the employee accepts a job classification at a lower or equal to the job where he/she shall not lose recall rights to the higher classified jobs within their promotional ladder.
3. Forfeiture of Recall Rights: An employee who has been downgraded and refuses recall to any job classification where they have recall rights shall forfeit any and all recall rights to such job classification.
4. Method of Recall: An employee subject to recall shall be sent a certified registered letter to the employee's address given at the time of layoff, or the last address provided by the employee after layoff. Upon receipt of the certified registered letter, the employee must notify the Fire District within three (3) working days from the receipt of the letter, whether or not he/she will accept or refuse recall. If he/she fails to reply or refuses to accept the job, their seniority rights are forfeited.
5. If an employee accepts recall, he/she must report to work within fourteen (14) working days to the date of the receipt of the certified registered letter. If an employee accepts recall to their highest job and fails to report within fourteen (14) working days he/she will forfeit their seniority to all job classifications. Any exceptions to the above limitations will be by mutual agreement between the District and the employee.

E. Loss of Seniority

An employee will lose hire date seniority upon any of the following occurrences:

1. Resignation.
2. Discharge for just cause.
3. Failure to comply, report, or refusal of recall in accordance with this article.
4. Absence or leave of absence in excess of twelve (12) consecutive months out of the District.
5. Failure to return from, or comply with, the provisions of an authorized leave of absence.
6. Early retirement.

## Article 29: Promotions

A. Promotions

1. Nothing shall prevent the District from pursuing outside candidates for any open promotional position. Whenever a job classification is to be filled by promotion from within the District, employees holding a lower-rated job classification within the promotional ladder and in good standing will be able to apply.
2. The District shall provide a fair and equitable promotional process for those employees who qualify for the advertised position.

3. In all instances, the Fire Chief shall make the final decision of whether the skill and ability of the employees qualified for the position are relatively equal. The Fire Chief may consider the personnel files and past job performance of the employees in making this decision.
4. Any employee promoted or hired shall receive the appropriate rate of pay per District wage policy.

### Article 30: Substitute Employees

- A. The District may use substitute employees as follows:
  1. To fill the position of a bargaining unit employee who is temporarily absent from service for longer than ninety (90) days and/or:
  2. To fill vacant positions while actively seeking a replacement
- B. Within ninety (90) days, the District shall meet and confer with the Association and demonstrate that it is acting in good faith to fill the vacancy. Any claim by the Association that the District is not acting in good faith will be subject to the grievance procedure.
- C. Where practicable, substitute employees shall meet the minimum qualifications for the position filled.
- D. The District shall provide notification to the Association of the hire of a substitute employee within thirty (30) days of the first date of a paid substitute service.
- E. The District may utilize substitute employees to temporarily fill a position as set forth above for up to nine hundred sixty (960) hours or one (1) calendar year from the first date of paid substitute service in the position, whichever occurs sooner. To continue to utilize a substitute beyond this period, the District must meet and confer with the Association and reach agreement or conclude the impasse process with the Association to extend the number of hours or period.
- F. Members shall have the first right of refusal to any overtime created by a vacant position not already filled or another members' absence.
- G. The substitute employee will have no other rights covered in this MOU.

### Article 31: Strike Teams

Minimum Strike Team Staffing and availability:

Engines – Out of county strike team engine or in county cover assignment requests will be staffed with:

1. One (1) bargaining unit Captain or District approved acting Captain
  2. One (1) bargaining unit Engineer or apparatus operator
  3. One (1) Intern/Reserve Firefighter
- H. If an Intern/Reserve Firefighter is not available, then the strike team request will be refused.



- I. If more than two (2) bargaining unit employees are off due to vacation/sick/strike team assignment/hiring shortage, the strike team request will be refused.

Water Tender – Out of county water tender request or in county cover assignments request will be staffed with:

1. One (1) bargaining unit Captain or District approved acting Captain
2. One (1) bargaining unit Engineer or apparatus operator
  - If a bargaining unit Engineer or apparatus operator is not available, an Intern/Reserve Firefighter that is qualified to drive this apparatus may substitute this position.
  - If a bargaining unit Engineer/apparatus operator and qualified Intern/Reserve Firefighter is not available, the water tender request will be refused.
  - If more than two (2) bargaining unit employees are off due to vacation/sick/strike team assignment/hiring shortage, the water tender request will be refused.

Overhead – Overhead request

1. One (1) bargaining unit member
  - Up to two overhead assignees may be able to go out separately or together.
  - If more than two (2) bargaining unit employees are off due to vacation/sick/strike team assignment/hiring shortage, overhead request will be refused.

## Chapter VII: Disciplinary/Grievance Procedure

### Article 32: Disciplinary Appeal Procedure

- A. Purpose – to establish policy and define responsibilities for administering corrective disciplinary action.
- B. Corrective disciplinary action shall be administered with respect to infractions of conduct standards that are serious enough to warrant verbal (documented) reprimand, written reprimand, disciplinary time-off, or discharge.
- C. Policy
  1. All employees shall maintain standards of conduct and work performance in the best interest of the District. These standards shall apply to all activities on District property and at all District business away from District property.
  2. Disciplinary action shall reflect the seriousness with which the District views the specific infraction and shall, whenever possible, be directed at rehabilitating rather than punishing the employee.
  3. Corrective disciplinary action shall observe the following guidelines:
    - a. It shall be administered without bias or discrimination.
    - b. The involved employee shall be given full opportunity to tell his/her side of the incident.

- c. All information received from witnesses shall be thoroughly investigated and verified.
- d. All other pertinent evidence shall be obtained and recorded.
- e. The employee's prior performance shall be reviewed and considered.

4. The term "days" within this Article shall refer to calendar days.

#### D. Procedure

1. All employees subject to disciplinary action shall be provided with a written explanation of the disciplinary action to be taken and of the reasons for the proposed disciplinary action (the "letter of charges"). The supervising officer recommending the disciplinary action shall send a copy of the letter of charges to the employee and to the Fire Chief. The employee shall have seven (7) days from receipt of the letter of charges to request a hearing before the Fire Chief. If no hearing is requested, the Fire Chief may impose such disciplinary action consistent with the letter of charges as the Fire Chief deems appropriate. If a hearing is requested, the Fire Chief shall conduct an informal hearing ("Skelly" hearing) with the employee regarding the charges and the proposed disciplinary action. Final action shall be taken by the Fire Chief within fourteen (14) business days from the close of the hearing. The Fire Chief's decision shall be in written form and shall be provided to the employee.

#### 2. Arbitration

Within seven (7) days of receipt of the Notice of Disciplinary Action of the Fire Chief, the employee may appeal the decision of the Fire Chief and request an Arbitration Hearing. The employee shall submit in writing an Appeal and Request for Hearing to the District through the office of the Fire Chief.

- a. Within seven (7) days of the District's receipt of the employee's Appeal and Request for Hearing the District's representative and the employee or his representative shall confer regarding the selection of an arbitrator. The parties may select an arbitrator by mutual agreement. If no mutual agreement can be reached on the selection of an arbitrator, the District's representative shall request a list of seven (7) arbitrators from either the American Arbitration Association of the California State Conciliation and Mediation Services office. Upon receipt of the list of arbitrators the parties shall alternately strike names until one name remains on the list. The remaining arbitrator shall serve as the arbitrator in the employee's appeal.
- b. The District shall have the burden of proof. The District shall present its case first and may present all relevant evidence, subject to any evidentiary ruling by the arbitrator, including witness testimony, documentary evidence, and all other admissible evidence. At the close of the District's case, the appellant may proceed and may present all relevant evidence, subject to evidentiary rulings by the arbitrator, including witness testimony, documentary evidence, and all other admissible evidence. At the close of the appellant's case, the District may then present rebuttal evidence, subject to any evidentiary ruling by the arbitrator.

- c. The cost of the arbitrator shall be borne equally between the appellant and the District. The costs of a court reporter shall be borne equally between the appellant and the District. The cost of transcripts, expert witness fees, and all other related hearing costs shall be borne by the party requesting that transcript or services.
- d. The arbitrator shall have no authority to add to, delete from, or amend any part of this MOU or other District policy, procedure, rule or regulation.
- e. The arbitrator shall issue a written decision setting forth his/her findings and conclusions in detail. The decision of the arbitrator shall be advisory to the Board of Directors.

E. Board of Directors

Upon receipt of the arbitrator’s decision the Board of Directors shall review the decision and (1) adopt the decision; (2) overturn the decision and send it back to the arbitrator for further proceedings; or (3) modify the arbitrator’s decision. In the event the Board of Directors chooses to modify the arbitrator’s decision, it shall be required to review the transcripts from the arbitration hearing. In addition, the Board of Directors may conduct its own hearing to gather facts it deems relevant in its decision. The Board of Directors shall issue a written decision. The decision of the Board of Directors shall be final and binding, subject to any judicial review available to either party.

**Article 33: Grievance Procedure**

A. Intent

It is the intent of this policy and procedure to provide for an orderly and equitable procedure for the resolution of disputes between employees and the District. It is also the intent of administration that any dispute be thoroughly discussed prior to completing Step One of the grievance procedures.

B. Step One (Informal Discussion with Supervisor)

Within thirty (30) calendar days of the event giving rise to the grievance or the employee’s knowledge of said event, the employee, hereinafter referred to as “grievant” shall discuss the grievance with his or her immediate supervisor. Grievant and the supervisor shall endeavor to resolve the grievance at this level. The supervisor shall have fourteen (14) calendar days to investigate the grievance and respond to the grievant.

C. Step Two (Formal Grievance)

- 1. If the grievant is dissatisfied with the immediate supervisor’s response, pursuant to Step One of this procedure, the grievant may file a formal grievance with the Fire Chief. The formal grievance shall be in writing and must be filed within fourteen (14) calendar days of the grievant’s receipt of his/her immediate supervisor’s decision pursuant to Step One.

The formal grievance shall include the following:

- a. A brief description of the dispute in question and a description of the issues raised by the grievance.

- b. A description of the MOU articles and/or District Rules. Regulations, Policies or procedures that the grievant believes were violated.
  - c. A description of the remedy requested by the grievant.
2. The Fire Chief shall receive the grievance and conduct whatever investigation that he/she believes is necessary. The Fire Chief may meet with the grievant and the grievant's representative to discuss the grievance. The Fire Chief shall issue a written decision to the grievant within fourteen (14) calendar days of receipt of the formal grievance. The parties may waive any time requirements set forth in this grievance procedure by mutual agreement.

D. Step Three (Board of Directors Hearing)

1. If the grievance is not resolved at Step Two of this procedure the grievant may appeal the grievance to the Board of Directors for an evidentiary hearing. The grievant shall, within fourteen (14) calendar days of receipt of the Fire Chief's decision, file an Appeal and Request for Hearing with the Board of Directors.
  2. The Chair of the Board of Directors shall schedule a hearing before the Board within sixty (60) calendar days. The Board of Directors shall conduct a evidentiary hearing. The District and the grievant may be represented by an attorney or other representative of their choice at the hearing.
  3. The Board of Directors shall issue a written decision describing its findings and conclusions within fourteen (14) calendar days of the conclusion of the hearing. The decision of the Board of Directors shall be final and binding.
- E. Failure to follow the grievance procedure and timelines shall constitute a waiver by the employee and the employee shall be barred from filing a grievance or claim relating to the challenged action. Adherence to the time frames set forth in the grievance procedure is critical so that the District is placed on prompt notice of any challenge by an employee.