



Stanislaus Consolidated Fire Protection District

3324 Topeka Street

Riverbank, CA 95367

Phone: (209) 869-7470 Fax: (209) 869-7475

Email: admin@scfpd.us

www.scfpd.us

Jonathan Goulding
President
BOS District 2

Brandon Rivers
Vice President
Waterford

Greg Bernardi
Director
BOS District 1

Charles E. Neal
Director
Riverbank

Steven Stanfield
Director
BOS District 1

AGENDA

Thursday, October 19, 2023 at 6:00 p.m.

REGULAR AND CLOSED SESSION MEETINGS OF THE STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT BOARD OF DIRECTORS

Station 26 Meeting Room, 3318 Topeka Street, Riverbank, CA

(THE AGENDA PACKET IS POSTED AT EACH SCFPD LOCATION AND AT WWW.SCFPD.US)

1. CALL TO ORDER

President Goulding

2. PLEDGE OF ALLEGIANCE

President Goulding

3. INVOCATION

Pastor Charles E. Neal with Riverbank Assembly of God Church

4. ROLL CALL

Board President: Goulding
Board Vice President: Rivers
Director: Bernardi
Director: Neal
Director: Stanfield

5. APPROVAL OF AGENDA – at this time, a Board Member may pull an item from the agenda

6. CONFLICT OF INTEREST DECLARATION – Declaration by Board of Director members who may have a conflict of Interest on any scheduled agenda item is to declare their conflict at this time.

7. PRESENTATION/ACKNOWLEDGEMENTS

Item 7.A: Employee Recognition of Years of Service

Item 7.B: New Hires/Promotions/Retiree Announcements

8. PUBLIC COMMENTS- *The Board of Directors welcomes participation in Board meetings. Matters under the jurisdiction of the Board that are not posted on the agenda may be addressed by the public. California law prohibits the Board from acting on any matter which is not on the posed agenda, unless the Board determines that it is an emergency or other situation specified in Government Code Section 54954.2. Public comments are limited to three (3) minutes per individual. Please make your comments directly to SCFPD Board President. **Comments will be accepted via Teleconference.***

ACTION CALENDAR

9. CONSENT ITEMS- *All matters listed on the Consent Calendar are considered routine and will be enacted upon by one motion unless otherwise requested by an individual Board Member or public for special consideration.*

Item 9.A: Minutes of the September 21, 2023 Board of Directors Regular Meeting.

Recommendation: Approve Minutes of September 21, 2023, by Consent Action.

Item 9.B: Acceptance of Warrants (Check Register) – September 2023

Recommendation: Accept by Consent Action

Item 9.C: Acceptance of Financial Reports – September 2023

Recommendation: Accept by Consent Action

10. DISCUSSION ITEMS

No Discussion Items scheduled.

11. PUBLIC HEARING

No Public Hearing Items scheduled.

12. ACTION ITEMS

Item 12.A: Consideration to Approve the Memorandum of Understanding (MOU) Between Stanislaus Consolidated Fire Protection District and IAFF Local 3399, Stanislaus Consolidated Firefighters and Stanislaus Consolidated Fire Protection District Battalion Chiefs

Recommendation: The Board Approve Memorandum of Understanding (MOU) Between Stanislaus Consolidated Fire Protection

District and IAFF Local 3399, Stanislaus Consolidated Firefighters and Stanislaus Consolidated Fire Protection District Battalion Chiefs

13. COMMUNICATIONS

1. Correspondence –

No Correspondence items

2. Written Staff Reports –

Item 13.2.A: Monthly Call Log

Item 13.2.B: Training

Item 13.2.C: Local 3399

3. Verbal Reports –

Item 13.3.A: Fire Chief – Monthly Verbal Board Report

Item 13.3.B: Capital Improvements – (Bernardi/Stanfield)

Item 13.3.C: Finance – (Goulding/Neal)

Item 13.3.D: Personnel – (Rivers/Stanfield)

Item 13.3.E: Fire Advisory with Modesto Fire Dept.- (Goulding/Bernardi)

4. Directors Comments – *At this time, Board Members may verbally make individual announcements, report briefly on their activities, or request an item be place on a future agenda.*

14. CLOSED SESSION

Item 14.A: Conference with Legal Counsel – Existing Litigation Pursuant to Government Code Section 54956.9 (d)(1).
Foster Farms Dairy et al. v. Stanislaus Consolidated Fire Protection District – Fifth Appellate District Case No. F084192

15. RETURN TO OPEN SESSION

16. CLOSED SESSION REPORT

17. ADJOURNMENT

The next regularly scheduled meeting of the SCFPD Board of Directors is November 16, 2023 at 6:00 p.m. in the Station 26 Meeting Room, located at 3318 Topeka Street, Riverbank, CA

AFFIDAVIT OF POSTING

I, Amanda McCormick, Clerk of the Board of the Stanislaus Consolidated Fire Protection District, do hereby declare that the foregoing agenda for the Regular and Closed Session meetings of the Board of Director has been posted at the administrative offices, District website of the Stanislaus Consolidated Fire Protection District at least 72 hours prior to the meeting date and will also be posted at each of the District Fire Stations

Dated: October 16, 2023

Time:3:00 p.m.

Amanda McCormick /s/

Amanda McCormick

Board Clerk

Stanislaus Consolidated Fire Protection District

ADA Compliance Statement: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Board Clerk at (209) 869-7470 or boardclerk@scfpd.us Notification 72 hours prior to meeting will enable the District to make reasonable arrangement to ensure accessibility to this meeting.



Stanislaus Consolidated Fire Protection District

3324 Topeka Street

Riverbank, CA 95367

Phone: (209) 869-7470 Fax: (209) 869-7475

Email: admin@scfpd.us

www.scfpd.us

Jonathan Goulding
President
BOS District 2

Brandon Rivers
Vice President
Waterford

Gregory M. Bernardi
Director
BOS District 1

Charles E. Neal
Director
Riverbank

Steven Stanfield
Director
BOS District 1

MINUTES

Thursday, September 21, 2023 at 6:00 p.m.

REGULAR MEETING OF THE STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT BOARD OF DIRECTORS

Station 26 Meeting Room, 3318 Topeka Street, Riverbank, CA

(THE AGENDA PACKET IS POSTED AT EACH SCFPD LOCATION AND AT WWW.SCFPD.US)

1. CALL TO ORDER

The Stanislaus Consolidated Fire Protection District met this date at 6:00 p.m. in the Station 26 Meeting Room with President Goulding presiding and calling the meeting to order.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by President Goulding.

3. INVOCATION

Pastor Charles E. Neal with Riverbank Assembly of God Church gave the invocation.

4. ROLL CALL

Board Clerk Called the roll;

Present:

President: Goulding

Vice President: Rivers

Director: Neal

Director: Bernardi

Director: Stanfield

Staff Present:

Fire Chief: Tietjen
District Attorney: Splendorio
Clerk: McCormick

5. APPROVAL OF AGENDA – at this time, a Board Member may pull an item from the agenda

**Motion by Director Rivers, seconded by Director Neal to approve the agenda.
Passed by roll call vote 5/0/0/0.**

AYES: 5 Directors: Goulding, Bernardi, Neal, Rivers, Stanfield
NOES: 0 Director:
ABSTAIN: 0 Director:
ABSENT: 0 Director:

6. CONFLICT OF INTEREST DECLARATION – Declaration by Board of Director members who may have a conflict of Interest on any scheduled agenda item is to declare their conflict at this time.

None was declared.

7. PUBLIC COMMENTS- *The Board of Directors welcomes participation in Board meetings. Matters under the jurisdiction of the Board that are not posted on the agenda may be addressed by the public. California law prohibits the Board from acting on any matter which is not on the posed agenda, unless the Board determines that it is an emergency or other situation specified in Government Code Section 54954.2. Public comments are limited to three (3) minutes per individual. Please make your comments directly to SCFPD Board President. **Comments will be accepted via Teleconference.***

No Public Comments

8. PRESENTATION/ACKNOWLEDGEMENTS

- Chief Tietjen acknowledged the following;
Employee Years of Service
 - Engineer Steve Ingram- 18 years
 - Engineer Robert Wiggins- 18 years
 - Engineer Nelson Henriquez- 16 years
 - Battalion Chief Eric DeHart- 13 years
 - Firefighter Michael Tobin- 1 year
 - Firefighter Justin Voss- 1 year
 - Firefighter Zackary Tamburrino- 1 year
 - Firefighter Austin Houck- 1 year
 - Firefighter Jason Teixeira- 1 year
 - Firefighter Aniceto Ortiz- 1 year

- Retirements
 - Engineer Nelson Henriquez- Retired as of 9/15/2023

9. CONSENT ITEMS

- Item 9.A: Approval of the Minutes of the July 20, 2023 and August 17, 2023 Board of Directors Regular Meetings
- Item 9.B: Acceptance of Warrants (Check Register) – August 2023
- Item 9.C: Acceptance of Financial Reports – August 2023

Motion by Director Neal, seconded by Director Bernardi to approve the consent calendar. Passed by roll call vote 5/0/0/0.

AYES:	5	Directors:	Goulding, Bernardi, Neal, Rivers, Stanfield
NOES:	0	Director:	
ABSTAIN:	0	Director:	
ABSENT:	0	Director:	

10. DISCUSSION ITEMS

No Discussion Items

11. PUBLIC HEARING

No Public Hearing Items

12. ACTION ITEMS

Item 12.A: Consideration to Approve Resolution 2023-014, the 2023/2024 Fiscal Year Budget

Action: **Motion by Director Bernardi, seconded by Director Stanfield. The Board Approved Resolution 2023-014 by roll call vote 5/0/0/0.**

Stanfield	AYES:	5	Directors:	Goulding, Bernardi, Neal, Rivers,
	NOES:	0	Director:	
	ABSTAIN:	0	Director:	
	ABSENT:	0	Director:	

Item 12.B: Consideration to Approve the Stanislaus Regional Fire Investigations Unit (FIU) Memorandum of Understanding

Action: **Motion by Director Neal, seconded by Director Bernardi. The Board Approved the Stanislaus Regional Fire Investigations Unit (FIU) Memorandum of Understanding by roll call vote 5/0/0/0.**

Stanfield AYES: 5 Directors: Goulding, Bernardi, Neal, Rivers,
 NOES: 0 Director:
 ABSTAIN: 0 Director:
 ABSENT: 0 Director:

13. COMMUNICATIONS

Item 13.1.A – Fire Chief’s Verbal Report

- Chief Tietjen provided an update on the month of August and September

Item 13.2.A – Capital Improvements

- The Committee met and discussed facility repair needs and possible apparatus leasing purchase.

Item 13.2.B – Finance Committee

- No Report Given

Item 13.2.C – Personnel Committee

- No Report Given

Item 13.2.D – Grievance

- No Report Given

Item 13.2.E – Fire Advisory Committee with Modesto Fire Department

- No Report Given

Item 13.4 - Directors Comments

- Director Bernardi congratulated Engineer Henriquez on his retirement and Captain Grapes on his new role. He thanked District Attorney Frank Splendorio for his continued assistance and guidance. He wished Administrative Assistant Brittney Withrow a Happy Birthday.
- Director Stanfield thanked Frank and BBK Law Firm for their guidance.
- Director Rivers welcomed the district’s new facility k9, Tank. He thanked Chief Bray for his work resolving email issues. He thanked all personnel that worked on the budget.

14. CLOSED SESSION

Item 14.A: Conference with Labor Negotiators (Government Code Section 54957.6)
Agency Designated Representative: Patrick Clark, Consultant; Employee
Organization: SCFPD Firefighters Local 3399 & SCFPD Battalion Chiefs

Item 14.B: Conference with Legal Counsel – Existing Litigation Pursuant to
Government Code Section 54956.9 (d)(1).

15. CLOSED SESSION - Report

Closed session began at 6:56 pm and ended at 7:21 pm with no reportable action.

16. ADJOURNMENT

There being no further business the Board adjourned at 7:21 pm.

ATTEST:

Amanda McCormick /s/
Amanda McCormick, Clerk of the Board

Stanislaus Consolidated Fire Protection District
Monthly Check Register
September 2023

Date	Num	Name	Memo/Description	Amount
09/03/2023	EFT	Insect IQ Autopay	Pest Control	-453.20
09/05/2023	EFT	PG&E Online	Service period 7/18/23-8/15/23	-4,238.94
09/07/2023	10492	quench	drinking water maint on machine	-161.82
09/07/2023	10500	Bound Tree Medical, LLC. EFT	tax not previously charged on an old invoice	-51.72
09/07/2023	10501	Legend Roofing Company Inc	Roof repair @ 22	-5,600.00
09/07/2023	10499	Stanislaus County EMS Agency	EMS Certs	-131.00
09/07/2023	10493	Ray's Janitorial Supply	Station Supplies	-1,435.34
09/07/2023	10496	49er Communications, Inc.	Radio Repair	-61.76
09/07/2023	10491	Mail Depot	Postage	-22.31
09/07/2023	10489	Staples Business Advantage	Office supplies / ink	-617.48
09/07/2023	10495	Waterford Farm Supply, Inc.	Misc repairs / maint	-68.57
09/07/2023	10498	Gate-Or-Door	Door repairs	-2,373.00
09/07/2023	10490	Hunt & Sons, Inc	Fuel	-8,330.03
09/07/2023	10494	Verizon Wireless	Phone	-30.14
09/07/2023	10497	Engineered Fire Systems, Inc	August Plan reviews	-1,562.50
09/07/2023	EFT	Verizon Wireless	July 16- August 15, 2023	-1,951.13
09/08/2023	10503	Franklin Templeton Financial Services	529 College Plan	-160.00
09/08/2023	EFT	Stanislaus Consolidated Firefighters Unio	Union Dues	-2,826.28
09/08/2023	EFT	V A L I C	Group # 41114	-5,380.25
09/08/2023	EFT	Valley First Credit Union	Payroll Deduction	-417.59
09/12/2023	EFT	City of Modesto- Utilities Autopay	Service period 7/24/23-8/21/23	-118.36
09/13/2023	EFT	City of Modesto- Utilities Autopay	Service period 7/25/23-8/23/23	-180.71
09/13/2023	EFT	City of Riverbank Autopay	Service period 6/13-8/21/23	-170.92
09/13/2023	EFT	Zimmerman, Megan EFT	EMS Coordinator Aug 6-Sept 5, 2023	-4,375.35
09/13/2023	EFT	City of Riverbank Autopay	Service period 6/13-8/21/23	-186.72
09/15/2023	EFT	AFLAC Online	August 2023	-1,127.66
09/15/2023	EFT	Gilton Solid Waste Management, Inc.	August 2023 St 26	-120.17
09/15/2023	EFT	Gilton Solid Waste Management, Inc.	August 2023 St 21	-141.33
09/15/2023	EFT	Gilton Solid Waste Management, Inc.	August 2023 St 22	-141.33
09/18/2023	EFT	MID	7/31/23-8/29/23	-2,808.93
09/19/2023	EFT	Burton's Fire, Inc EFT	Repairs	-274.00
09/19/2023	EFT	Leighton, Ryan EFT	Reimbursement	-84.00
09/19/2023	EFT	Shred-It USA LLC	Shred @ HQ	-230.01
09/19/2023	EFT	Bank of New York Mellon EFT	2021 Taxable pension bond	-150,523.25
09/19/2023	EFT	McDonald, Andrew EFT	Education Reimbursement	-600.00
09/19/2023	EFT	Ayera Technologies, Inc. EFT	Internet for all stations- September 2023	-834.00
09/19/2023	EFT	Best Best & Krieger EFT	Legal Services	-3,128.00
09/19/2023	EFT	Jocelyn Roland, Ph. D.,ABPP EFT	September 2023	-500.00
09/19/2023	EFT	Patrick Clark Consulting EFT	Service period for 8/1/23-8/31/23	-112.50
09/19/2023	EFT	Mister Car Wash EFT	August wash services	-208.00

09/19/2023	EFT	Abreu, Jordan	EFT	Education Reimbursement	-48.50
09/19/2023	EFT	FRMS Fire Risk Management Services		October 2023 employee benefits	-82,147.67
09/19/2023	EFT	Daniel Perales	EFT	Educational Reimbursement	-320.00
09/21/2023	10505	O'Reilly Auto Parts		Misc repairs and maint	-206.73
09/21/2023	10507	Aquatic Discount Suba		Wet suits	-1,847.91
09/21/2023	10519	Work Wellness		Pre employment physicals	-813.00
09/21/2023	10508	Mid Valley IT	Online	Monthly IT contract	-6,573.00
09/21/2023	EFT	Andy Heath Financial Services	EFT	8/16/23-9/20/23	-6,375.00
09/21/2023	10514	Robert Donovan M.D.		July & August 2023	-3,490.00
09/21/2023	10506	Valvoline Instant Oil Change		Oil change Training car	-59.83
09/21/2023	10521	Franklin Templeton Financial Services		529 College Plan	-160.00
09/21/2023	10515	Go To Communications, Inc.		Service for 9/1/23-9/30/23	-908.35
09/21/2023	10504	Waterford Farm Supply, Inc.		Station supplies	-52.83
09/21/2023	10518	Assured Fire Extinguisher Service		Fire Extinguisher annual service and refill	-85.63
09/21/2023	EFT	Quinones, Peter	EFT	HSA Sept 2023	-249.00
09/21/2023	EFT	Bussell, Rick	EFT	HSA Sept 2023	-608.33
09/21/2023	10513	Spectrum Business		Service 9/1/23-9/30/23	-88.57
09/21/2023	10511	State of California Dept of Justice		Fingerprints Apps	-128.00
09/21/2023	10510	Mo-Cal Office Solutions		Copier at HQ 6/7/23-9/6/23	-484.47
09/21/2023	10516	Turlock Scavenger		9/1/23-9/30/23	-131.85
09/21/2023	10520	Smith Heating & Air Conditioning		Ac Maint at all stations	-1,406.00
09/25/2023	EFT	Stanislaus Consolidated Firefighters Unio		Union Dues	-2,826.28
09/25/2023	EFT	Valley First Credit Union		Payroll Deduction	-417.59
09/25/2023	EFT	CVRMT	EFT	September 2023 Contributions	-5,100.00
09/25/2023	EFT	Mid Valley IT	Online	Monthly IT service	-6,573.00
09/25/2023	EFT	V A L I C		Group # 41114	-5,380.25
09/26/2023	10522	Hunt & Sons, Inc		Fuel	-7,672.44
09/26/2023	EFT	City Of Modesto- Admin	Autopay	Admin Contract September 2023	-30,966.58
09/30/2023	EFT	City of Waterford	Autopay	Service period 8/1/23-8/31/23	-270.36

Stanislaus Consolidated Fire Protection District
 Summary Budget VS. Actual
 July 1, 2023 through September 29, 2023

Total Revenues	\$191,213.12
Total Salary and Benefits	\$1,881,162.50
Total Services and Supplies	\$622,722.75
Net Revenues (Expenses)	(\$2,312,672.13)
Total Capital Expenditures	\$0.00
Total Net Revenue (Expense From Reserves)	\$ (2,307,403.05)

Stanislaus Consolidated Fire Protection District
 Summary Overtime
 July 1, 2023 through September 29, 2023

	Hours	Amount
Out of Grade Pay		
OT- AFG	574.25	\$ 22,945.03
OT- Holiday	936.00	\$ 42,358.88
OT Incident	197.06	\$ 10,794.94
OT - Out of Grade	108.00	\$ 4,106.34
OT-Sick	981.00	\$ 46,119.83
OT- Strike Team	540.00	\$ 29,327.67
OT- Training	100.00	\$ 4,482.04
OT- Vacancy	2472.00	\$ 97,141.86
OT - Vacation	1575.00	\$ 70,815.07
OT - Workers Comp	743.00	\$ 34,322.21
OT- Jury Duty		\$ -
OT Breavement Leave		
Overtime		
OT Total	8226.31	\$ 362,413.87

Stanislaus Consolidated Fire Protection District
Budget vs. Actuals FY 2023-2024
July 1, 2023 - September 29, 2023 18.25%

	Actual	Budget	Total over Budget	% of Budget
Income				
Development Fees		30,000.00	-30,000.00	0.00%
Fire Investigator Reimb. FIU	95,350.49	165,000.00	-69,649.51	57.79%
Fire Recovery USA	6,060.25	30,000.00	-23,939.75	20.20%
Grant reimbursements		289,695.00	-289,695.00	0.00%
Incident Reports	24.00		24.00	
Interest		22,500.00	-22,500.00	0.00%
Miscellaneous Reimbursements	10,231.22	45,000.00	-34,768.78	22.74%
Medical Insurance Reimbursement	8,889.38		8,889.38	
Miscellaneous	0.38		0.38	
Total Miscellaneous Reimbursements	\$ 19,120.98	\$ 45,000.00	-\$ 25,879.02	42.49%
Other Revenue			0.00	
AMR - First Responder Svcs	7,794.00	40,000.00	-32,206.00	19.49%
Cell Tower Rent	2,830.08	16,500.00	-13,669.92	17.15%
First Responder Services		20,000.00	-20,000.00	0.00%
Total Other Revenue	\$ 10,624.08	\$ 76,500.00	-\$ 65,875.92	13.89%
Prevention Revenue		150,000.00	-150,000.00	0.00%
Fire Hydrant Water Flows	544.00		544.00	
Fireworks Permits	104.73		104.73	
Plan reviews	3,210.00		3,210.00	
Riverbank/Modesto	10,784.60		10,784.60	
Waterford/Hickman	322.50		322.50	
Total Plan reviews	\$ 14,317.10	\$ 0.00	\$ 14,317.10	
Total Prevention Revenue	\$ 14,965.83	\$ 150,000.00	-\$ 135,034.17	9.98%
Property Tax & Assessments			0.00	
CEQA		35,000.00	-35,000.00	0.00%
Riverbank	38,564.25		38,564.25	
Total CEQA	\$ 38,564.25	\$ 35,000.00	\$ 3,564.25	110.18%
FHA in-lieu-of tax app.		1,100.00	-1,100.00	0.00%
Other Taxes		766,507.00	-766,507.00	0.00%
Property Tax (Secured)		3,163,530.00	-3,163,530.00	0.00%
Property Tax (Unsecured)		152,175.00	-152,175.00	0.00%
Property Tax - Unitary		54,739.00	-54,739.00	0.00%
Property Tax-prior unsecured		4,000.00	-4,000.00	0.00%
Special Assessment		8,174,966.00	-8,174,966.00	0.00%
Special Assessment-PY		25,000.00	-25,000.00	0.00%
State Homewners Prop.Tax Relief		26,350.00	-26,350.00	0.00%
Supplemental Property Tax		40,000.00	-40,000.00	0.00%
Total Property Tax & Assessments	\$ 38,564.25	\$ 12,443,367.00	-\$ 12,404,802.75	0.31%
QuickBooks Payments Sales	6,503.24		6,503.24	

RDA Revenue			0.00		
RDA - Residual		250,000.00	-250,000.00		0.00%
RDA pass-through		179,000.00	-179,000.00		0.00%
Total RDA Revenue	\$	0.00	\$ 429,000.00	-\$ 429,000.00	0.00%
Total Income	\$	191,213.12	\$ 13,681,062.00	-\$ 13,489,848.88	1.40%
Gross Profit	\$	191,213.12	\$ 13,681,062.00	-\$ 13,489,848.88	1.40%
Expenses					
60000 Serv & Supp		237.03		237.03	
60025 Office Expense		689.12		689.12	
Total 60000 Serv & Supp	\$	926.15	\$ 0.00	\$ 926.15	
Chart of Accounts					
5000 Salaries & Benefits		998,799.01		998,799.01	
5020 Overtime		375,390.12	1,200,000.00	-824,609.88	31.28%
Overtime Reimbursements		-95,350.49		-95,350.49	
Total 5020 Overtime	\$	280,039.63	\$ 1,200,000.00	-\$ 919,960.37	23.34%
5030 Retirement				0.00	
5031 Retirement			927,911.00	-927,911.00	0.00%
5032 Employee CalPERS Reimb.		-133,235.39		-133,235.39	
5033 Administrative Fee			1,250.00	-1,250.00	0.00%
5036 Side Fund Principal			530,000.00	-530,000.00	0.00%
5037 Side Fund Interest		150,523.25	301,047.00	-150,523.75	50.00%
5039 GASB 68 reporting requirement			1,400.00	-1,400.00	0.00%
Total 5030 Retirement	\$	17,287.86	\$ 1,761,608.00	-\$ 1,744,320.14	0.98%
5040 Employee Group Insurance				0.00	
5041 Medical Insurance		174,550.31	763,752.00	-589,201.69	22.85%
5042 Vision Insurance		2,994.36	12,000.00	-9,005.64	24.95%
5043 Dental Insurance		18,127.18	73,000.00	-54,872.82	24.83%
5044 Life Insurance		2,992.50	12,100.00	-9,107.50	24.73%
5045 LTD Insurance		2,704.00	14,000.00	-11,296.00	19.31%
5047 Vol Life Ins		46.14		46.14	
5048 Central Valley Ret. Med Trust		15,300.00	60,100.00	-44,800.00	25.46%
Total 5040 Employee Group Insurance	\$	216,714.49	\$ 934,952.00	-\$ 718,237.51	23.18%
5050 Retiree Group Insurance		30,442.92	120,000.00	-89,557.08	25.37%
5060 Workers' Compensation Insurance				0.00	
5061 Workers' Compensation		159,742.75	657,197.00	-497,454.25	24.31%
Total 5060 Workers' Compensation Insurance	\$	159,742.75	\$ 657,197.00	-\$ 497,454.25	24.31%
Salaries & Wages					
5010 Salary & Wages			4,795,281.00	-4,795,281.00	0.00%
5011 Haz Mat Pay		692.28	3,000.00	-2,307.72	23.08%
5011-1 Swift Water		5,076.72	22,000.00	-16,923.28	23.08%
5011-2 Bilingual Pay		415.44	1,800.00	-1,384.56	23.08%
5011-3 Education Pay		21,169.32	72,912.00	-51,742.68	29.03%
5012 Employee Medical Waiver		48,537.45	190,511.00	-141,973.55	25.48%
5015 Everbridge former hiplink		264.96	1,200.00	-935.04	22.08%

5016 FLSA	24,419.75	111,847.00	-87,427.25	21.83%
5017 Leave Time Buy-Back	43,558.62	274,417.00	-230,858.38	15.87%
5018 Uniform Allowance	12,230.28	58,257.00	-46,026.72	20.99%
5019 Payroll Tax Expense	21,771.02	93,978.00	-72,206.98	23.17%
5029 Group-Term Life Insurance	0.00		0.00	
Total Salaries & Wages	\$ 178,135.84	\$ 5,625,203.00	-\$ 5,447,067.16	3.17%
Total 5000 Salaries & Benefits	\$ 1,881,162.50	\$ 10,298,960.00	-\$ 8,417,797.50	18.27%
6000 Services & Supplies			0.00	
6020 Clothing & PPE	16,356.74		16,356.74	
6021 Badges & Emblems		1,000.00	-1,000.00	0.00%
6022 Safety Clothing	18,902.75	105,755.00	-86,852.25	17.87%
6023 Replacement Clothing / Uniforms		500.00	-500.00	0.00%
Total 6020 Clothing & PPE	\$ 35,259.49	\$ 107,255.00	-\$ 71,995.51	32.87%
6050 Household Expense	2,242.66	6,100.00	-3,857.34	36.76%
6051 Station Supplies	2,594.32	12,500.00	-9,905.68	20.75%
6052 Bottled Water	647.28	3,700.00	-3,052.72	17.49%
6053 Oxygen Service		1,000.00	-1,000.00	0.00%
6054 Furnishings & Appliances	591.16	2,800.00	-2,208.84	21.11%
Total 6050 Household Expense	\$ 6,075.42	\$ 26,100.00	-\$ 20,024.58	23.28%
6060 Insurance			0.00	
6061 Fiduciary Insurance	69,948.00	154,941.00	-84,993.00	45.14%
Total 6060 Insurance	\$ 69,948.00	\$ 154,941.00	-\$ 84,993.00	45.14%
6080 Equipment Maint. & Repairs	5,815.43		5,815.43	
6081 Vehicle Maint & Repair	592.00	245,000.00	-244,408.00	0.24%
02-02 SSLWR26 Chevy Tahoe	927.37		927.37	
04-01 SSLE221 Pierce Type 1	7,339.11		7,339.11	
04-02 SSLE24 Pierce Type 1	35.59		35.59	
04-03 SSLE23 Pierce Type 1	6,370.05		6,370.05	
04-04 SSLE226 Pierce Type 1	552.41		552.41	
04-05 SSLWR24 2004 Expedition	3.03		3.03	
08-01 2008 Chevy P/U	59.83		59.83	
08-03 SSLWT220 Int. WaterTender	110.57		110.57	
09-01 Chevy Tahoe	121.15		121.15	
10-01 Ford Expedition	2,963.76		2,963.76	
11-01 Ford Expedition	68.99		68.99	
13-01 SSLQ22 Pierce Quint	15,917.44		15,917.44	
15-01 SSLE26 Pierce Type 1	9,095.77		9,095.77	
15-02 SSLE21 Pierce Type 1	195.38		195.38	
16-02 - Ford Explorer	59.83		59.83	
17-01 SSLWT24 Kenworth WT	163.43		163.43	
18-01 SSLE24 Rosenbauer type 1	2,566.60		2,566.60	
98-03 Dodge P/U	56.75		56.75	
Boat 24	693.30		693.30	
Boat Team Trailer	770.84		770.84	
Total 6081 Vehicle Maint & Repair	\$ 48,663.20	\$ 245,000.00	-\$ 196,336.80	19.86%

6082 Radio & Pager Maint & Repair	61.76	18,524.00	-18,462.24	0.33%
6083 Small Engine		1,850.00	-1,850.00	0.00%
6084 Handlight Repairs		1,500.00	-1,500.00	0.00%
6086 SCBA Equipment Maint. & Repairs	6,007.38	19,050.00	-13,042.62	31.53%
6087 Rope Rescue Equipment		5,188.00	-5,188.00	0.00%
6088 Water Rescue	98.23	45,441.00	-45,342.77	0.22%
6089 - Confined Space		1,000.00	-1,000.00	0.00%
6089 -1 Hose Program	83,459.65	60,350.00	23,109.65	138.29%
6089 -2 Firefighting Equip	2,973.39	30,000.00	-27,026.61	9.91%
6089 -3 Non-Firefighting Equip	2,189.39	10,000.00	-7,810.61	21.89%
6089 -4 Class A Foam Replacement	3,074.63	8,220.00	-5,145.37	37.40%
Total 6080 Equipment Maint. & Repairs	\$ 152,343.06	\$ 446,123.00	-\$ 293,779.94	34.15%
6090 Maintenance - Buildings		40,000.00	-40,000.00	0.00%
6090-20 Main Office	1,316.00		1,316.00	
6090-21 St. 21	1,151.25		1,151.25	
6090-22 St. 22	10,082.26		10,082.26	
6090-23 St. 23	140.00		140.00	
6090-24 St. 24	225.00		225.00	
6090-26 St. 26	226.34		226.34	
Total 6090 Maintenance - Buildings	\$ 13,140.85	\$ 40,000.00	-\$ 26,859.15	32.85%
6100 Medical Supplies	33.17		33.17	
6101 Medical Supplies	3,717.38	7,727.00	-4,009.62	48.11%
6102 Paramedic Program	14,235.70	80,000.00	-65,764.30	17.79%
6102-A Paramedic Grant	71.99		71.99	
Total 6102 Paramedic Program	\$ 14,307.69	\$ 80,000.00	-\$ 65,692.31	17.88%
6103a AED Maintenance Certification		27,700.00	-27,700.00	0.00%
6104 Masimo Certification		4,386.00	-4,386.00	0.00%
6405 Lucas Maintenance		2,610.00	-2,610.00	0.00%
Total 6100 Medical Supplies	\$ 18,058.24	\$ 122,423.00	-\$ 104,364.76	14.75%
6110 Memberships			0.00	
6111 Memberships	85.07	12,363.00	-12,277.93	0.69%
Total 6110 Memberships	\$ 85.07	\$ 12,363.00	-\$ 12,277.93	0.69%
6120 Miscellaneous Expense	55.11		55.11	
6122 Food	567.86	2,000.00	-1,432.14	28.39%
6124 Cellular Phone	17.24		17.24	
6125 Travel & Lodging		5,000.00	-5,000.00	0.00%
6127 Board Member Meeting Allowance	700.00	8,000.00	-7,300.00	8.75%
6128 Executive Development	283.68	2,500.00	-2,216.32	11.35%
Total 6120 Miscellaneous Expense	\$ 1,623.89	\$ 17,500.00	-\$ 15,876.11	9.28%
6130 Office Expense			0.00	
6131 Stationary / Business Cards		1,015.00	-1,015.00	0.00%
6132 Postage	144.22	1,000.00	-855.78	14.42%
6133 Office Supplies	368.05	5,075.00	-4,706.95	7.25%

6134 Printer Supplies	341.07	2,000.00	-1,658.93	17.05%
6135 Computer Equipment	694.21	6,090.00	-5,395.79	11.40%
Total 6130 Office Expense	\$ 1,547.55	\$ 15,180.00	-\$ 13,632.45	10.19%
6140 Prof. & Specialized Services			0.00	
6141 Accounting/Auditing Expense	9,373.44	131,950.00	-122,576.56	7.10%
6141-2 Administrative	92,899.74	396,313.00	-303,413.26	23.44%
6142 Record Destruction Service	230.01	1,100.00	-869.99	20.91%
6143 Legal	10,111.62	150,000.00	-139,888.38	6.74%
6144 Sunpro Fire RMS		7,000.00	-7,000.00	0.00%
6145 IT Services Contract	27,435.06	101,500.00	-74,064.94	27.03%
6147 Pre-Employment Screening	10,096.98	25,000.00	-14,903.02	40.39%
6148 Ladder Testing		4,500.00	-4,500.00	0.00%
6149 - Medical Exams	193.00	10,000.00	-9,807.00	1.93%
6149 -3 Personnel Recruitment		1,000.00	-1,000.00	0.00%
6149 -4 TeleStaff Voxeo contract	12,118.18	19,080.00	-6,961.82	63.51%
6149 -5 Paychex contract	6,929.69	15,453.00	-8,523.31	44.84%
6149 -6 Consultant Services	2,328.75	19,000.00	-16,671.25	12.26%
6149 -7 SR 911 Dispatch Services	46,996.00	164,487.00	-117,491.00	28.57%
6149 -8 Streamline Automation system	9,543.00	11,200.00	-1,657.00	85.21%
Total 6140 Prof. & Specialized Services	\$ 228,255.47	\$ 1,057,583.00	-\$ 829,327.53	21.58%
6150 Publications & Legal Notices			0.00	
6151 Prevention Publications		500.00	-500.00	0.00%
6152 Publications & Legal Notices		1,600.00	-1,600.00	0.00%
Total 6150 Publications & Legal Notices	\$ 0.00	\$ 2,100.00	-\$ 2,100.00	0.00%
6160 Rent & Leases - Equip.			0.00	
6162 Alarm System HQ		1,500.00	-1,500.00	0.00%
6164 Copier	484.47	2,000.00	-1,515.53	24.22%
6165 Postage Meter	89.94	750.00	-660.06	11.99%
6166 Computer Software Licensing	840.00	10,000.00	-9,160.00	8.40%
6167 Station 25 Lease		2,400.00	-2,400.00	0.00%
Total 6160 Rent & Leases - Equip.	\$ 1,414.41	\$ 16,650.00	-\$ 15,235.59	8.49%
6180 Small Tools & Instruments	385.11	5,000.00	-4,614.89	7.70%
6190 Special Departmental Expenses	1,485.26		1,485.26	
6191 Training Program	5,574.82	27,500.00	-21,925.18	20.27%
6192 Workshops & Seminars	625.00	3,000.00	-2,375.00	20.83%
6193 Volunteer / Intern Program		500.00	-500.00	0.00%
6193-1 Explorer Program		1,000.00	-1,000.00	0.00%
6194 Education Reimbursement	2,073.40	20,000.00	-17,926.60	10.37%
6195 -1 Prevention Expenses	5,852.50	22,500.00	-16,647.50	26.01%
6195 Prevention Education Program		3,000.00	-3,000.00	0.00%
6197 Life Jacket Program		500.00	-500.00	0.00%
6198 Community CPR Program	211.20	2,000.00	-1,788.80	10.56%

6199 -3 Fitness Equipment Maintenance	655.23	3,500.00	-2,844.77	18.72%
Total 6190 Special Departmental Expenses	\$ 16,477.41	\$ 83,500.00	-\$ 67,022.59	19.73%
6200 Transportation & Travel			0.00	
6201 Fuel & Oil	37,199.78	130,000.00	-92,800.22	28.62%
Total 6200 Transportation & Travel	\$ 37,199.78	\$ 130,000.00	-\$ 92,800.22	28.62%
6210 Utilities		86,700.00	-86,700.00	0.00%
6219-1 T-1 Connectivity		4,488.00	-4,488.00	0.00%
6219-2 Cable Services	177.14		177.14	
6219-3 MDC, T-1 lines, Cell phones	11,196.17	63,587.00	-52,390.83	17.61%
6219-6 Wireless Internet	2,502.00	10,208.00	-7,706.00	24.51%
6220 St HQ Riverbank			0.00	
6220-2 Electricity	1,805.97		1,805.97	
6220-3 Natural Gas	40.39		40.39	
6220-4 Water & Sewer	341.84		341.84	
6220-5 Pest Control Service	43.45		43.45	
Total 6220 St HQ Riverbank	\$ 2,231.65	\$ 0.00	\$ 2,231.65	
6221 St 21			0.00	
6221-1 Disposal Service	412.51		412.51	
6221-2 Electricity	1,743.17		1,743.17	
6221-3 Natural Gas	106.51		106.51	
6221-4 Water & Sewer	383.20		383.20	
6221-5 Pest Control Service	72.60		72.60	
6221-6 Biohazard Medical Waste	187.52		187.52	
Total 6221 St 21	\$ 2,905.51	\$ 0.00	\$ 2,905.51	
6222 St 22			0.00	
6222-1 Disposal Service	412.51		412.51	
6222-2 Electricity	2,088.64		2,088.64	
6222-3 Natural Gas	148.09		148.09	
6222-4 Water & Sewer	578.82		578.82	
6222-5 Pest Control Service	172.60		172.60	
6222-6 Biohazard Medical Waste	187.51		187.51	
Total 6222 St 22	\$ 3,588.17	\$ 0.00	\$ 3,588.17	
6223 St 23			0.00	
6223-1 Disposal Service	395.55		395.55	
6223-2 Electricity	1,448.34		1,448.34	
6223-3 Natural Gas	135.04		135.04	
6223-5 Pest Control Service	72.60		72.60	
Total 6223 St 23	\$ 2,051.53	\$ 0.00	\$ 2,051.53	
6224 St 24 Waterford			0.00	
6224-2 Electricity	2,720.83		2,720.83	
6224-3 Natural Gas	235.91		235.91	
6224-4 Water & Sewer	811.08		811.08	
6224-5 Pest Control Service	75.90		75.90	
6224-6 Biohazard Medical Waste	197.03		197.03	
Total 6224 St 24 Waterford	\$ 4,040.75	\$ 0.00	\$ 4,040.75	

6225 St 25 La Grange				0.00	
6225-5 Pest Control Service	72.60			72.60	
Total 6225 St 25 La Grange	\$ 72.60	\$ 0.00	\$ 72.60		
6226 St 26				0.00	
6226-1 Disposal Service	355.67			355.67	
6226-2 Electricity	7,713.89			7,713.89	
6226-3 Natural Gas	125.42			125.42	
6226-4 Water & Sewer	361.82			361.82	
6226-5 Pest Control Service	43.45			43.45	
6226-6 Biohazard Medical Waste	187.52			187.52	
Total 6226 St 26	\$ 8,787.77	\$ 0.00	\$ 8,787.77		
Total 6210 Utilities	\$ 37,553.29	\$ 164,983.00	-\$ 127,429.71		22.76%
6310 Direct Assessment Reimbursement		3,500.00	-3,500.00		0.00%
6311 Property Tax Admin Charge		51,511.00	-51,511.00		0.00%
6312 SCFPD Special Benefit Assesment		3,091.00	-3,091.00		0.00%
6313 Direct Assessment - Wildan Fin	3,355.71	11,000.00	-7,644.29		30.51%
6314 GIS Software/Website (Cal Cad)		14,423.00	-14,423.00		0.00%
Total 6310 Direct Assessment Reimbursement	\$ 3,355.71	\$ 83,525.00	-\$ 80,169.29		4.02%
Total 6000 Services & Supplies	\$ 622,722.75	\$ 2,485,226.00	-\$ 1,862,503.25		25.06%
7000 Capital Expenditures		165,000.00	-165,000.00		0.00%
7000-A Service Dog	896.37		896.37		
7049 Station 24 Replacement		170,059.00	-170,059.00		0.00%
7800 Equipment		150,242.00	-150,242.00		0.00%
7803 Apparatus/Vehicle Replacement		425,000.00	-425,000.00		0.00%
Total 7800 Equipment	\$ 0.00	\$ 575,242.00	-\$ 575,242.00		0.00%
Total 7000 Capital Expenditures	\$ 896.37	\$ 910,301.00	-\$ 909,404.63		0.10%
Total Chart of Accounts	\$ 2,504,781.62	\$ 13,694,487.00	-\$ 11,189,705.38		18.29%
SALES TAX	302.27		302.27		
Unapplied Cash Bill Payment Expense	-7,393.87		-7,393.87		
Total Expenses	\$ 2,498,616.17	\$ 13,694,487.00	-\$ 11,195,870.83		18.25%
Net Operating Income	-\$ 2,307,403.05	-\$ 13,425.00	-\$ 2,293,978.05		
Net Income	-\$ 2,307,403.05	-\$ 13,425.00	-\$ 2,293,978.05		

Stanislaus Consolidated Fire Protection District
Bank Accounts and Cash Accounts
As of September 30, 2023

	Total
ASSETS	
Current Assets	
Bank Accounts	
1306-1	95,350.49
RESTRICTED FUNDS	
Riverbank Capital Facilities	0.00
20 CEQA-Riverbank [1322-8]	566,688.05
30 Dev. Fee Riverbank [0414-4]	93,159.22
Total Riverbank Capital Facilities	\$ 659,847.27
Waterford Cap. Fac. St 24 Build	0.00
25 CEQA-Waterford [0422-7]	75,744.44
35 Dev Fee-Waterford [0406-0]	4,268.44
Total Waterford Cap. Fac. St 24 Build	\$ 80,012.88
Total RESTRICTED FUNDS	\$ 739,860.15
Stanislaus County cash accounts	
7271 SCFPD General fund	5,242,176.30
7273 Development Fees - Riverbank	29,381.78
7274 CEQA - Riverbank	0.00
7276 Development - Waterford/Hickman	52,637.85
7277 CEQA - Waterford/Hickman	-12,499.64
Total Stanislaus County cash accounts	\$ 5,311,696.29
WestAmerica Bank	201.00
General Checking [8845]	1,134,971.95
Total General Checking [8845]	\$ 4,411,942.88
Total WestAmerica Bank	\$ 4,412,143.88
Total Bank Accounts	\$ 10,554,011.96



Stanislaus Consolidated Fire Protection District
3324 Topeka Street
Riverbank, CA 95367
Phone: (209) 869-7470 · Fax: (209) 869-7475
www.scfpd.us

STAFF REPORT

TO: President Goulding and Members of the Board of Directors
FROM: Tim Tietjen, Fire Chief
SUBJECT: Memorandum of Understanding (MOU) Between Stanislaus Consolidated Fire Protection District and IAFF Local 3399, Stanislaus Consolidated Firefighters and Stanislaus Consolidated Fire Protection District Battalion Chiefs

DATE: October 19th, 2023

BACKGROUND

The District and Local 3399 have reached an agreement on a new 1-year MOU, July 1st 2023 – June 30th 2024. The agreement has been ratified by the Local 3399 membership and is effective October 5th 2023 it is now pending final Board approval.

Key Terms Include:

- 5% COLA effective first pay period after ratification (October 13th 2023) with Board approval
- \$1,000.00 per current employee, regardless of date of hire.

RECOMMENDATION

Staff recommends to President Goulding and Members of the Board of Directors approval of the MOU between the Stanislaus Consolidated Fire Protection District and IAFF Local 3399, Stanislaus Consolidated Firefighters as presented.



Memorandum of Understanding

Between

**Stanislaus Consolidated Fire
Protection District**

And

**Stanislaus Consolidated Firefighters'
Union Local 3399**

January 1, 2023 - June 30, 2024

TABLE OF CONTENTS

PREAMBLE	3
PARTIES TO THE UNDERSTANDING	3
ARTICLE I - RECOGNITION	3
ARTICLE II - RIGHTS OF THE DISTRICT	7
ARTICLE III - WAGES AND OVERTIME	8
ARTICLE IV- BENEFITS AND OTHER GENERAL CONDITIONS	9
ARTICLE V – ANNUAL LEAVE	11
ARTICLE VI – VACATION	13
ARTICLE VII - HOLIDAYS	16
ARTICLE VIII - SICK LEAVE BENEFITS	17
ARTICLE IX - RETIREMENT	20
ARTICLE X – BEREAVEMENT LEAVE	21
ARTICLE XI - RIGHTS OF THE EMPLOYEES	22
ARTICLE XII - EDUCATION REIMBURSEMENT AND INCENTIVE	22
ARTICLE XIII - UNIFORM ALLOWANCE	25
ARTICLE XIV - SENIORITY & LAYOFFS	26
ARTICLE XV - WORK SCHEDULES	27
ARTICLE XVI - GRIEVANCE PROCEDURE	29
ARTICLE XVII - SPECIALTY PAY	32
ARTICLE XVIII - LEAVES OF ABSENCE	35
ARTICLE XIX - STATION BIDDING / SHIFT ASSIGNMENT	37
ARTICLE XX - STAFFING LEVELS	39
ARTICLE XXI - MEDICAL, DENTAL, VISION AND LIFE INSURANCE	39
ARTICLE XXII - STRESS COUNSELING	41
ARTICLE XXIII - DONATION OF ACCRUED LEAVE TIME	41
ARTICLE XXIV - LONG-TERM DISABILITY INSURANCE	41
ARTICLE XXV - CENTRAL VALLEY RETIREE MEDICAL TRUST	42
ARTICLE XXVI- EXPOSURE REPORTING SYSTEM	42
ARTICLE XXVII - MEMORANDUM OF UNDERSTANDING CONCLUSION	43
SIGNATURE PAGE	44
2022 & 2023 Salary Schedules	45
Sick Leave Affidavit and Physician's Certification	47
Outside Employment Form	48
2023-2024 M.O.U.	

**STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT
AND
STANISLAUS CONSOLIDATED FIREFIGHTERS' UNION LOCAL 3399**

PREAMBLE

PARTIES TO THE UNDERSTANDING

- A. This Memorandum of Understanding is between the Stanislaus Consolidated Fire Protection District, herein referred to as the "District," and representative non-management union employees of the District represented by the Stanislaus Consolidated Firefighters' Union Local 3399, hereinafter referred to as the "Union."
- B. It is the purpose of this Memorandum to achieve and maintain harmonious relations between the District and the Union, to provide for equitable and peaceful resolution of differences that may arise, and to establish proper standards of wages, hours and other conditions of employment.
- C. This Memorandum is entered into pursuant to the provisions of "The Meyers-Milias-Brown Act" (Gov. Code Section 3500-35 10) of the State of California, in that the District-Union representatives noted herein did meet and confer in good faith and reached agreement on those matters within the scope of representation pursuant to applicable provisions of the "Act."
- D. All rights, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this Memorandum, shall remain in force and unaffected during the term on this Memorandum unless changed by mutual consent.
- E. The Union further agrees that the Employees shall not abuse benefits they now enjoy in this Fire District.

ARTICLE I - RECOGNITION

Section 1-1

The District recognizes the Union as the exclusive bargaining agent for all employees of the District who are in the following classifications:

- Firefighter
- Fire Engineer
- Fire Captain

Section 1-2

Non-Discrimination - The District and Union agree that the provisions of this Memorandum shall apply to all represented employees without discrimination because of an individual's race, military status, religion (creed), color, age, gender, gender expression, national origin, disability or marital status as defined by applicable Federal and State laws and regulations.

Section 1-3

For the purpose of the Memorandum of Understanding, the use of the masculine pronoun or any derivative thereof shall be applied as to include both male and female employees.

Section 1-4

The Union and the District, including their respective officers, agents and representatives, agree not to discriminate by word, deed or act, or to take any reprisals now or in the future of any nature against any employees, or threaten or coerce any employee because said employee is a Union member or is not a Union member, and does or does not engage in Union activities.

Section 1-5

Deduction of Dues

A. The Union shall have the right to payroll deduction of dues and other agreed upon payroll deductions for members of this bargaining unit to the extent permitted by law. Bargaining unit members shall be entitled to have dues deducted by filing an authorization form with the Union. The Union will notify the District of the employee's name and the amount of dues to be withheld.

B. An employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions (including health care deductions) have priority over Union dues.

C. It shall be the sole responsibility of the Union to procure and enforce payroll deduction of dues.

D. The District shall make payroll deductions in reliance upon Union's certification that the Association has and will maintain an authorization signed by each employee who affirmatively consents to pay Union membership dues. Similarly, the District shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any bargaining unit employee in reliance on information provided by Union to the extent permitted by law.

E. The Union shall refund to the District any amounts paid to it in error upon presentation of supporting evidence. The District will deduct and remit to the Union any amounts which were not deducted in accordance with the procedures prescribed herein.

F. Dues withheld by the District shall be transmitted monthly to the Union officer designated in writing by the Association as the person authorized to receive the funds at the address specified.

G. Hold Harmless: The Union shall indemnify, defend, protect and hold harmless the District and its elected and appointed officials, officers, employees and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, suits, judgements and other forms of liability arising out of the application and enforcement of this Section, including, but not limited to, any claims made by bargaining unit employees for the return of membership dues deducted by the District in reliance on Union's certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the Union made in reliance on the information provided by Union. In no event shall the District be required to pay from its own funds Union dues which the employee was obligated to pay but failed to pay regardless of the reasons.

H. Any Union member who notifies the District of their desire to discontinue dues or otherwise withdraw from Union membership shall be referred back to the Union. The District agrees to continue all dues deductions until notified of a deduction change by the Union.

Use of District Facilities

The Association may use District conference rooms and similar building facilities for meetings with employees in the bargaining unit; may post material on bulletin boards; and may visit work locations to confer with its members regarding grievances or other business within the scope of representation or otherwise provided for within the Agreement.

Employee Communication

This provision applies to all new employees hired into the bargaining unit and is intended to comply with Government Code sections 3555 et seq.

A. The District will provide the Association with not less than ten (10) calendar days' advance written notice of the time, date and location of all new employee orientation meetings, unless an urgent and unforeseeable need for a new employee orientation meeting precludes the District from providing the Association with ten (10) calendar days' advance notice. The advance notice will include the number of Association bargaining unit employees attending the orientation meetings. Notice will be made by way of email to the Association President or another contact person designated by the Association.

B. Upon request, the Association will be given up to fifteen (15) minutes as part of the new employee orientation meetings to present information to bargaining unit employees generally relating to the Association's role as the bargaining unit's representative, Association membership information, the rights and obligations created by the MOU and District personnel rules, and to answer questions. One (1) Association representative may present information to new employees.

C. Information Requirements –The District will provide the Association with a digital file via email to the email address designated by the Association containing the following information for each employee to the extent the District has the information on file:

- Name
- Job title
- Work location
- Personal telephone number (may be home or cellular as provided by employee)
- Home address
- Personal email addresses if provided by the employee and on file with the District (new hires only) unless the employee submits a written request to the District and the Association to withhold disclosure of his/her personal email address

The above information will be provided as follows:

- For new hires, at the end of each month.
- Regularly for all bargaining unit employees every one-hundred-twenty (120) calendar days.

Sectionn 1-6

Terms of Understanding - This Memorandum of Understanding embodies wages, hours, employee benefits and other terms and conditions of employment.

ARTICLE II - RIGHTS OF THE DISTRICT

Section 2-1

The District agrees in the exercise of the management functions to comply with the provisions of this Memorandum of Understanding and that the provisions of this clause shall not be used by the District for the purpose of discriminating against the Union or any of its members.

Section 2-2

Nothing in this Memorandum of Understanding is intended nor shall it be construed as denying or in any manner limiting the right of the District, in its judgment, to control and supervise all operations and direct all working forces, including, but not limited to, the right to select and hire, discharge, suspend or discipline for just cause, classify, lay off, recall, promote, demote or transfer employees or relieve them from their duties, establish schedules, hours of work, shift assignment, maintain existing work rules and modifications thereof as may be reasonable and necessary, and to do any and all things necessary to manage, control and administer its operations efficiently and economically.

Section 2-3

The Union recognizes the need for the District to exercise its judgment in managing its operations, and agrees that the District shall have the right to regulate the use of all equipment and other property of the District, establish new, or close down stations, or departments thereof, or expand, reduce, alter or combine any job or department, operation or function, determine number and location of stations and the work to be done, methods or procedures used in performance of work, complement of employees needed or assigned to a particular function, and to maintain discipline among its employees.

Section 2-4

The District and Union representatives will meet and confer at times mutually agreed by the parties for the purpose of discussing changes that impact this Memorandum of Understanding and are being contemplated by the District that may affect the employees.

ARTICLE III - WAGES AND OVERTIME

Section 3-1

- Effective the first pay period following MOU ratification by Local 3399 and MOU approval by SCFPD Board of Directors all unit employees will receive a cost-of-living adjustment of 5% of base salary.
- Effective the first pay period following MOU ratification by Local 3399 and MOU approval by SCFPD Board of Director all unit employees will receive a one-time Off Salary Schedule Payment (OSSP) of \$1,000..

Section 3-2

The District and Union agree to meet and confer regarding the impact of any contract for services of L3399 employees, mergers, consolidations, or formations of JPA's, etc.

Section 3-3

Overtime

- a) For the purposes of calculating overtime, the District has adopted an extended work period as authorized under section 207(k) of the FLSA. Specifically, the District declares a 24-day work period, with an FLSA overtime threshold of 182 hours in the 24-day work period for fire suppression/shift personnel, beginning at 7am on the first day of the work period.
 - District fire suppression/shift personnel in this unit who work in excess of 182 hours in the 24-day work period shall be compensated for hours worked above 182 shall be compensated at time and a half the regular rate of pay pursuant to the FLSA.
 - Scheduled overtime hours in a fire suppression/shift employee's regular duty cycle from 183 to 192 per work period shall be reported to CalPERS as compensation earnable as permitted by applicable law.
- b) Any District employees in this unit who are not fire suppression/shift personnel, but rather are assigned to a 7-day, 40-hour week (i.e. "40-hour personnel") shall be compensated at time and a half the regular rate of pay pursuant to the FLSA for hours worked in excess of 40 in the 7-day work period. Such work periods begin each week on Monday at 0800, except in alternative work schedule

situations (e.g. a 9/80 schedule.) Should such schedule be adopted or permitted by the District, a specific 7-day work period shall also be adopted for such schedule.

- c) An employee's "regular rate of pay" shall include all forms of remuneration required by the FLSA, including but not limited to incentive pays and cash-in-lieu of health care.
- d) Employees' regular rate of pay shall be calculated using the "salary methodology" as defined in 29 C.F.R. §§ 778.109 and 778.113.
- e) Use of accrued District paid leave (e.g. vacation, sick, CTO, trade time off) will be considered "hours worked" for purposes of determining overtime owed under this Agreement.
- f) Employees shall not work overtime except as specifically assigned by, or approved in advance by the District.

ARTICLE IV - BENEFITS AND OTHER GENERAL CONDITIONS

Section 4-1

Employee Medical Examinations - To ensure that employees are able to perform their duties safely, medical examinations may be required. For entry-level positions, after an offer has been made to an applicant entering a designated job category, a medical examination will be performed at the District's expense by a health professional of the District's choice. The offer of employment and assignment to duties is contingent upon satisfactory completion of the exam. Current employees may be required to take medical examinations to determine fitness for duty. Employees shall schedule their annual medical physicals and follow up for a normal day off, thus they are to be compensated with four hours of overtime or the actual time spent if exceeding four hours.

Section 4-2

Medical examinations required for the appropriate California driver's license will be paid by the District if the examination is done by the designated District medical examiner.

Section 4-3

Outside Employment/Self Employment - Employees wishing to hold outside jobs/self-employment must provide prior notification and may as long as the outside activity does not have an adverse impact on their job performance. Employees will submit an Outside Employment Form (Exhibit E) annually. All employees will be judged by the same continued satisfactory annual job evaluation for their classification, and will be subject to the District's scheduling demands, or emergency recall, regardless of any outside work requirements.

If the District determines that an employee's outside work interferes with performance or ability to meet the requirements of the District which are in effect, the employee will be asked to terminate the outside employment if he/she wishes to remain with the District. The employee shall reserve the right to grieve the decision through the grievance procedure, limited to review by Board of Directors.

Outside employment that constitutes a conflict of interest is prohibited. District employees may not receive any income or material gain from individuals outside the District for materials produced or services rendered while performing their jobs.

Section 4-4

Step Increase Upon Promotion - Any employee who is promoted to a position in a class allocated to a higher salary range than the class of position which he/she currently occupies shall receive the nearest higher salary in the new salary range, which salary shall not be less than five percent more than his/her former salary. Provided, however, that in no case shall the increased salary be more than the top step in the new range. For purposes of further annual increases within the salary range, the probationary period and performance evaluations will be changed to the date when the promotion was effective.

Section 4-5

Out-of-Grade Compensation:

Any employee working as qualified relief shall be paid out-of-grade compensation at the appropriate pay rate of the higher classification (5% minimum). The agreed out-of-class assignment pay will be on an hour-per-hour basis.

The intent of this section is to ensure that employees are fairly compensated when the needs of the District require a formal out-of-class assignment. It is recognized that the chief officers have sole discretion in selecting employees for any such assignment. When Captains, Engineers and Firefighters are working out-of-grade, they shall meet the criteria as outlined in department policy, Promotional and Acting (Out-of-Grade) Standards. All out-of-grade positions will be distributed as outlined in department policy, Promotional and Acting (Out-of-Grade in a higher class) Standards.

Section 4-6

DMV License Fees - DMV license fees (excluding Class C) required for performance of duties shall be paid or reimbursed by the District. The District will not be liable for late fees not directly attributed to District action/inaction.

Section 4-7

Filling of Temporary Appointments

1. When the District makes a temporary appointment within the ranks of the union, such temporary appointment shall be for a maximum period of 180 calendar days.
2. When the District makes a temporary appointment from the ranks of the union for a position outside of the confines of the union, such temporary appointment shall be for a maximum period of 180 calendar days.
3. Temporary appointments shall be filled from an existing promotional list. In the absence of such a list, the District will post a "Temporary Job Description" for the position and ask any qualified applicants from within the District to apply.
4. The "Temporary Job Description" shall list all pertinent information, e.g., work hours, job assignments, responsibilities, accountabilities, and salary (exempt or nonexempt).

Section 4-8

Promotional Opportunities

1. Promotional testing to the positions of Fire Engineer and Fire Captain will be in-house only, as long as there are sufficient qualified candidates who apply for the open position(s), the number of vacant positions plus 2 in accordance with District Policy.
2. For promotional testing to the positions of Fire Engineer and Fire Captain that includes external candidates, Internal candidates in good standing after successful completion of all components of the test shall receive an additional 3% credit on test score.
3. The Fire Chief may select any eligible candidate from an existing promotional list.

ARTICLE V - ANNUAL LEAVE

Section 5-1

All vacation and holiday leave for the calendar year will be granted on a proportional share, based on 26 pay periods per year. The annual maximum cap will be 756 hours for 56-hour employees and 600 hours for 40-hour employees. Calculation for the cap

will not include annual leave time accrued prior to consolidation March 5th, 1995 (Old Bank).

Section 5-2

Any personnel whose annual leave bank goes over the “cap” shall meet with the Operations Chief or his Battalion Chief and formulate a written plan, signed by both parties, to reduce that employee’s bank below the “cap.” Employees whose annual leave bank is nearing the “cap” will make every effort to stay below the “cap.” Employees who are at or over the cap will still earn annual leave at their appropriate rate, as long as they meet with their Battalion Chief or the Operations Chief to come up with a written plan, signed by both parties, and abide by the plan for the reduction. Employees who are at or over the “cap” and have not met with either the Battalion Chief or Operations Chief to put a plan in place, or are not adhering to the plan, will no longer accrue vacation and holiday time until such time as the hours are brought back under the “cap.”

Section 5-3

All time credited through vacation will be termed “Vacation Leave.” All time credited through holiday accrual will be termed “Holiday Leave.” Both can be used toward voluntary time off. Scheduling of time off will be done by a combination of an advance scheduling process and request procedures per District “Leave Approval Timeline & Cancellation Policy.” After annual leave is selected in December, approval of other annual leave time off is at the discretion of the Fire Chief or designee pending maintenance of service levels and activity potential. Excluding staff assignments and Duty Chief, a maximum of three personnel will be allowed off on annual leave on any given day. Leave shall not be unreasonably denied. The District shall not cancel a pre-approved vacation for the purposes of avoiding overtime. No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed balance and is unable to take vacation leave, the District may approve a waiver of maximum allowed unused balance, per Section 5-2.

Section 5-4

In the event that available annual leave is not used by the end of the benefit year, employees may carry over unused time forward to the next benefit year. Calculations of an employee’s accrual will be done per pay period by administrative personnel. However, it will be the responsibility of each employee to track and manage their annual leave to prevent cessation of accrual.

Section 5-5

The minimum charge against accumulated Vacation or Holiday leave shall be twelve (12) hours or multiples thereof starting at 0700 or 1900. Vacation leave shall be compensated at the employee's base rate of pay.

Section 5-6

Upon termination of employment, employees will be paid for unused annual leave that has been earned through the last day of work, at their regular hourly base rate of pay.

ARTICLE VI - VACATION

Section 6-1

Vacation time off with pay is available to eligible employees. Employees in the following employment classifications are eligible to earn and use vacation time described in this MOU. Once accrued, like holiday time, accrued time becomes annual leave and is taken according to policy. Personnel shall make the annual leave selections in December on a shift seniority/department basis.

- 40-hour employees - those that work 40-hour work week
- 56-hour employees - those that work 56-hour workweek

Vacation time and Holiday time are accrued on different schedules.

Section 6-2

Vacation Earning Schedule

The amount of paid vacation time employees receives each year increases with the length of their employment as shown in the following schedule. Rates of accrual are shown for both 40-hour personnel and 56-hour personnel.

YEARS OF SERVICE	40-HOUR PERSONNEL			56-HOUR PERSONNEL		
	Days	Hours	Rate	Shifts	Hours	Rate
0 to 5 years	10.3	103	3.96	6	144	5.54
6 to 10 years	13.7	137	5.27	8	192	7.39

11 to 15 years	17.2	172	6.62	10	240	9.23
16 to 20 years	22.3	223	8.58	13	312	12.00
21 and above	24.0	240	9.23	14	336	12.92

Section 6-3

Leave Cash-out, see Section 7-2

VACATION RATE ACCRUALS

Year of Hire				
1-5 Accrual Rate	6-10 Accrual Rate	11-15 Accrual Rate	16-20 Accrual Rate	21+ Accrual Rate
1975	1980	1985	1990	1995
1976	1981	1986	1991	1996
1977	1982	1987	1992	1997
1978	1983	1988	1993	1998
1979	1984	1989	1994	1999
1980	1985	1990	1995	2000
1981	1986	1991	1996	2001
1982	1987	1992	1997	2002
1983	1988	1993	1998	2003
1984	1989	1994	1999	2004
1985	1990	1995	2000	2005
1986	1991	1996	2001	2006
1987	1992	1997	2002	2007
1988	1993	1998	2003	2008
1989	1994	1999	2004	2009
1990	1995	2000	2005	2010
1991	1996	2001	2006	2011
1992	1997	2002	2007	2012

1993	1998	2003	2008	2013
1994	1999	2004	2009	2014
1995	2000	2005	2010	2015
1996	2001	2006	2011	2016
1997	2002	2007	2012	2017
1998	2003	2008	2013	2018
1999	2004	2009	2014	2019
2000	2005	2010	2015	2020
2001	2006	2011	2016	2021
2002	2007	2012	2017	2022
2003	2008	2013	2018	2023
2004	2009	2014	2019	2024
2005	2010	2015	2020	2025
2006	2011	2016	2021	2026
2007	2012	2017	2022	2027
2008	2013	2018	2023	2028
2009	2014	2019	2024	2029
2010	2015	2020	2025	2030
2011	2016	2021	2026	2031
2012	2017	2022	2027	2032
2013	2018	2023	2028	2033
2014	2019	2024	2029	2034
2015	2020	2025	2030	2035
2016	2021	2026	2031	2036
2017	2022	2027	2032	2037
2018	2023	2028	2033	2038

ARTICLE VII - HOLIDAYS

The District will recognize the following holidays:

- New Year's Day (January 1)
- Martin Luther King Jr. Day (third Monday in January)
- Presidents Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- Christmas Day (December 25)

Each holiday will be accrued at the rate of 24 hours per holiday or 216 hours annually for 56-hour personnel, and 17.14 hours or 154.26 hours annually for 40-hour personnel. Accrual rates will be 8.31 hours for 56-hour personnel and 5.93 hours for 40-hour personnel per pay period.

** All 40-hour employees shall continue to accrue holiday hours for the purposes of taking the District recognized holidays off. These hours will not be usable for cash out purposes during a temporary assignment.

Any existing hours in any temporarily assigned employees banks as of 1/1/14, or at the time of their appointment to a 40hr position, shall be frozen in a separate bank, for use at the employees' discretion.

Section 7-2

The employee has the option to cash out up to 231 hours for 40-hour personnel or 324 hours for 56-hour personnel of vacation or holiday time per fiscal year, paid at straight time. Maximum amount of holiday time to be reported to CalPERS annually remains 216 hours for 56-hour personnel. Cash out may occur anytime throughout the year with two pay periods notice. A minimum of 48 hours must be cashed out for each occurrence. Employees must have sufficient time in their "bank" to offset the hours requested, negative "bank" balances will not be allowed. If the district payroll system is changed at any time during this agreement both parties agree to meet and confer regarding possible changes to this section.

Noted: CalPERS rules follow the California Code of Regulations Criteria 571 (a) and (b). Cash out reported for retirement calculations fall under special compensation.

Subsection “b” specifies the standards that all special compensation must meet.

Special compensation items must meet the definitions listed in 571 (a) as well as the criteria listed in 571 (b) to be reported to CalPERS.

Section 7-3

Holiday Hour Opt-Out Option

Permanently assigned 40-hour employees shall have an option to NOT earn holiday hours. If they choose this opt-out option, they shall be entitled to a 7.4% increase in their base pay. Employees will not have the option to switch back and forth between the opt-out option after selection. Any of the District recognized holidays listed in section 7-1 above, would require the employee to either, (a) work as normal (b) use any accrued leave bank.

ARTICLE VIII - SICK LEAVE BENEFITS

Section 8-1

The District provides paid sick leave benefits to all eligible employees for periods of temporary absence due to non-occupational illnesses or injuries.

Section 8-2

For existing employees, hired before April 1, 2020, 56-hour employees will accrue sick leave benefits at the rate of 18 hours per month, 40-hour employees will accrue at the rate of 12 hours per month. Accrual rates will be 8.31 per pay period for 56-hour personnel and 5.53 per pay period for 40-hour. All employees' use of sick leave will be charged at the rate of 100 percent of actual time taken. Unused sick leave benefits will be allowed to accumulate.

For new employees, hired after April 1, 2020, shall accrue sick leave as follows. 56-hour employees will accrue sick leave benefits at the rate of 11.2 hours per month, 40-hour employees will accrue at the rate of 8 hours per month. Accrual rates will be 5.17 per pay period for 56-hour personnel and 3.69 per pay period for 40-hour. All employees' use of sick leave will be charged at the rate of 100 percent of actual time taken. Unused sick leave benefits will be allowed to accumulate.

Existing employees (Hired before 4/1/2020)	New hires (Hired after 4/1/2020)
56 Hour.....18 hour	56 Hour11.2 Hours per month
40 Hour.....12 hour	40 Hour.....8 Hours per month

Section 8-3

Paid sick leave can be used in minimum increments of an hour. Eligible employees may use sick leave benefits for an absence due to their own illness or injury or that of a family member who resides in the employee’s household, providing the sickness or injury falls within the eligibility guidelines for Health Medical Insurance.

Section 8-4

Employees who are unable to report to work due to illness or injury must notify the Duty Chief at least one hour prior to the start of the employees scheduled tour of duty, by phone call or text. It is the responsibility of the employee to keep the Duty Chief informed as to a continued absence beyond the first day during a prolonged illness. The employee must notify the Duty Chief if it is the employee or an eligible family member that is ill or injured, per Section 8-3. The employee does not have to disclose the nature of the illness or injury.

Section 8-5

Sick leave hours are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence.

Upon departure from employment in good standing with the District (not resulting from retirement, death, the creation of a joint powers authority in which the District is a member, or the merger or consolidation of the District, etc.), 25% of unused sick leave shall be cashed out to the employee. Remaining unused sick leave shall be forfeited.

In the event the District enters into a joint powers agreement, merger, consolidation, etc. with another agency(cies) and, as a result, an employee is no longer employed by the District, the District and the Union agree to meet and confer for the purpose of addressing how then existing unused sick leave accruals (banks) shall be allocated.

Upon retirement from District service or death while in District service, the employee’s unused sick leave accrual shall be converted to additional CalPERS service credit. If the

conversion of an employee's unused sick leave to service credit would result in service credit in excess of the 90% ceiling for local safety members, only the amount of unused sick leave needed to reach the applicable ceiling will be certified to CalPERS. For employees hired on or before July 1, 2017, the remaining unused sick leave will be cashed out to the employee in amount not to exceed 25% of the value (calculated at the employee's hourly rate at the time of the cash-out). The percentage in the preceding sentence will be reduced to 20% for employees hired after July 1, 2017, and will be reduced to zero for employees hired on or after April 1, 2020.

See Article IX - Retirement Benefits for further details.

Section 8-6

If an employee is ordered by a doctor to be off work, the employee shall obtain a written order from the doctor stating:

1. The date the medical leave is to start
2. The reason for the medical leave
3. The date the employee can return to work, or date of next scheduled visit

It shall be the employee's responsibility to ensure that the written medical leave form be delivered to Headquarters Station so that it, or a copy of it, is placed in their personnel file. This must be done prior to the beginning of the next scheduled work shift. 56-hour personnel must also immediately notify the Duty Chief so that adjustments to station staffing can be accomplished if needed.

Section 8-7

When the absence exceeds 40 hours for 40-hour personnel or 96 scheduled hours or more for 56-hour personnel, the employee shall provide a completed Sick Leave Affidavit and Physician's Certification Form (Exhibit D) to the Duty Chief, with the physician indicating satisfactory proof of illness or injury. Certification of illness or injury will be required upon return to duty. Failure to provide satisfactory certification of illness or injury in a timely manner will result in termination of said benefits for the time off.

An employee must submit a Sick Leave Affidavit and Physician's Certification Form, Exhibit D "Government," whenever sick leave surpasses 206 hours for 40-hour or 288 hours for 56-hour employees in a fiscal year. The Duty Chief or the Operations Chief may waive the requirement to have a physician sign the form based on the circumstances surrounding the need for the sick leave use.

This waiver must be approved by the Duty Chief or Operations Chief when calling in requesting sick leave use. The Sick Leave Affidavit and Physician's Certification will be required upon return to duty. Failure to provide the Sick Leave Affidavit and Physician's Certification Form in a timely manner will result in termination of said benefits for the time off.

Management has the right to require certification of illness or injury at any time from employees participating in a personnel improvement plan regarding attendance, or if a pattern of misuse is demonstrated.

Management will also take into consideration long-term illnesses or injuries affecting Sick Leave Affidavit and Physician's Certification Form requirements. The Duty Chief or the Operations Chief may waive the requirement to have a physician sign the form, based on the circumstances surrounding the need for the sick leave use and the long-term illness or injury. This waiver must be approved when calling in requesting sick leave use.

All expenses regarding the Sick Leave Affidavit and Physician's Certification will be the employee's responsibility.

Any employee who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying benefits will be denied benefits received as a result of the false information and will be subject to disciplinary action up to and including termination.

ARTICLE IX - RETIREMENT

Section 9-1

The District has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits for District employees. The District has amended its contract with CalPERS to reflect the provision of the 3% @ 50 retirement program. These benefits shall remain unchanged for all employees hired prior to January 1, 2013. Employees who are classified by CalPERS as Classic employees shall pay a member contribution of 12%.

Employees hired on or after January 1, 2013, who are deemed "new members" by CalPERS are subject to the Public Employees' Pension Reform Act of 2013 (PEPRA), including the 2.7% at 57 retirement formula and a mandatory employee contribution equal to 50% of normal costs as determined by CalPERS on an annual basis. However,

employees hired on or after January 1, 2013, who are deemed classic members by CalPERS are subject to the same retirement benefits available to employees hired prior to January 1, 2013.

Other amendments in the District's CalPERS contract include the fourth level of 1959 survivor benefits pursuant to Government Code Section 21574, and the one-year final compensation period pursuant to Government Code Section 20042. However, employees deemed "new members" by CalPERS are subject to a three-year final compensation period pursuant to Government Code Section 7522.32.

The District has also amended its CalPERS contract to add provisions pursuant to Government Code Section 20965, which provides for the conversion of unused sick leave to additional service credit, at no additional cost to employees. Under the District's CalPERS contract, 8 hours of unused sick leave equals one workday and 2000 hours equals 1 year of service credit.

An employee may also elect to purchase up to four years of service credit for any active military or merchant marine service performed prior to employment with the District as outlined in Government Code Section 21024. Employees may be eligible for other opportunities to purchase service credit through CalPERS associated with prior service. Interested employees should contact CalPERS for more information.

ARTICLE X - BEREAVEMENT LEAVE

Section 10-1

If an employee wishes to take time off due to the death of an immediate family member, the employee must notify his or her supervisor immediately.

Up to three consecutive shifts or 72 hours per event for 56-hour personnel and five days or 40 hours per event for 40-hour personnel of paid bereavement leave will be provided to eligible regular full-time employees, excepting workers compensation leave.

An employee may, with the Fire Chief or designee's approval, have bereavement leave extended as necessary with appropriate use of accrued leave time.

Section 10-2

The District defines an immediate family member as the employee's spouse, domestic partner

(as registered with the State), parent/guardian, child, sibling, grandparents or grandchildren. The relationships noted shall include in-laws and step relations. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

ARTICLE XI - RIGHTS OF THE EMPLOYEES

Section 11-1

The District and the Union agree that nothing in this Memorandum of Understanding is intended to deny the Union or its represented members of any applicable rights or privileges granted under Federal, State, County, District or Local law.

ARTICLE XII - EDUCATION REIMBURSEMENT

Section 12-1

This section shall apply to all Associates, Bachelors and Masters accredited classes obtained through regionally accredited or FESHE approved programs. The District shall reimburse each full-time employee an amount not to exceed \$1,000.00 per fiscal year for reimbursement of the costs of books, tuition and "related fees." "Related fees" are defined as providing the maximum reimbursement based on the previous calendar years approved federal rates for lodging, meal allowance, and incidental expenses per the United States General Services Administration (GSA). "Related Fees" are applicable when the distance is greater than 50 miles from your place of residence.

There total of all annual reimbursements from the District shall fully fund all employees covered under this bargaining unit. To be eligible, the employee must have prior approval from the Fire Chief or designee that the major is job-related and/or will result in a benefit to the employee and to the District. Reimbursement will not exceed the actual amount paid by the employee and will be processed only if the employee provides proof of maintaining a "C" grade or a 2.0 or better grade point average. Reimbursement will be accomplished within 30 days of proof of successful completion. A canceled check, invoice or itemized receipt will be necessary to file the claim.

The following procedure shall be followed annually:

May 1, District Staff will send out a Memo to all employees reminding them that all education reimbursement requests must be submitted to the Administrative Office by May 30.

May 30, District Staff will provide a detailed educational account print-out to the Union indicating all expenditures within the current fiscal year. Once the amount is determined, District Staff will evaluate additional educational reimbursements for all union personnel not to exceed the amount needed to fully fund all employees covered under this bargaining unit. Reimbursement will not exceed the actual amount paid by each employee and must meet the criteria set forth in paragraph 1 of 12-1.

Step 1: May 1 – District staff sends out reminder memo

Step 2: May 30 – All Educational Reimbursement requests must be received and a detailed print-out of the Education account shall be submitted to the Union.

Step 3: June 30 – Approved reimbursement to eligible employees meeting the above criteria with available funds up to the annual budgeted amount needed to fully fund all employees covered under this bargaining unit will be disbursed. District Policy/Procedure will be developed detailing utilization of the educational funds.

Additional annual District education reimbursement of up to \$1,000.00 available with approval of Fire Chief subject to availability of funds. Education reimbursement shall not exceed a total of \$2,000.00 per employee per year.

Section 12-2

This section shall apply to all types of specialty classes. The District agrees to utilize the approved career ladder, as a minimum, to identify classes that will be considered for reimbursement. To be eligible, the employee must have prior approval of the Fire Chief and provide proof of completion of the course with a "C" grade or better.

Section 12-3

The parties agree that off duty voluntary attendance at non-required training courses, for the purpose of individual career advancement shall not be counted as work time, even though the District may pay for all or part of such training. The employee is responsible to find the necessary time off to attend the approved classes. The employee may use any available annual leave or trade time as approved, per District policy.

Section 12-4

Educational Incentive Pay:

The District and the L3399 agree to the following educational incentive program.

Upon completion of a regionally-accredited/FESHE college's AA/AS or BA/BS degrees program, the district will increase salary according to the following:

- Associates Degree: \$225 per month or;
- Bachelors' Degree: \$450 per Month

To Receive the Educational incentive, you must provide a copy of your unofficial transcript and a copy of your diploma for certification. A confirmation email will be sent to the employee confirming the date of when the incentive pay will become effective. All educational incentive pay will be effective upon the confirmation email sent to the employee. There will be NO retroactive pay.

Any dispute arising from the accreditation determination will be decided between a panel consisting of one member from management, a representative from L3399 and a representative of the Board of Directors.

Paramedic education incentives are accumulative and will be added to the Bachelors or Associates degree incentive.

All educational incentives to be paid as part of the normal bi-weekly payroll process, and shall be considered PERSable income for retirement purposes as permitted by law.

Section 12-5

Bilingual Incentive:

The District and the L3399 agree to the following Bilingual Incentive program. Employees agree to the following, and in return they shall be entitled to a \$75 monthly stipend. Certification that the employee possesses a needed language to meet district needs.

- A. The certification of employee's abilities shall be approved by the District.
- B. Agreed languages are Spanish, Portuguese. Additional languages can be added as district needs arise.
- C. Those employees receiving this incentive agree to be available, at a minimum by phone, for translation purposes. Those calls will be compensated on an hour

for hour basis with a one hour minimum. Every attempt will be made to contact those members who qualify for this incentive who are on duty first.

All bilingual incentives to be paid as part of the normal bi-weekly payroll process, and shall be considered PERSable income for retirement purposes as permitted by law.

ARTICLE XIII - UNIFORM ALLOWANCE

Section 13-1

Effective July 1, 2001, the District increased the uniform allowance to \$1,000.00 per fiscal year. Effective December 2007 the allowance will be disbursed as a bi-weekly allowance of \$38.46 paid per pay period and received each pay day. There shall be no change in the number, style, and color of uniforms without agreement by the Union.

The purpose of this allowance is to fund the purchase and maintenance of those items required to maintain compliance with the District's uniform policy.

All new hires will be allocated \$500.00 for the purpose of purchasing required uniforms and appropriate accessories on their first paycheck. Beginning with their second paycheck, they will start receiving the \$38.46 stipend.

Uniform allowance is considered PERSable and appropriate deductions for retirement shall occur.

Section 13-2

The District will replace any piece of District-provided Personal Protective Equipment when damaged during the course of employment. Employees may utilize any monies received for damaged equipment, to pay any differences towards an upgrade.

Section 13-3

The items required to maintain compliance with the District's uniform policy may be changed during the duration of this MOU with approval from management and the union.

Section 13-4

The District will provide the following items, one time only, at no cost to each member

covered under this agreement.

Class A jackets new style long and pants (all line personnel)

All colors and models to be referred with the Current Uniform Policy.

ARTICLE XIV - SENIORITY & LAYOFFS

Section 14-1

Employees' seniority will be based on the amount of total continuous service with the District in a full-time position. Those employees employed at the time of consolidation are credited with seniority from the agency at the time of consolidation. In an affected seniority progression line, that employee with the least total continuous service shall be the first separated.

Written Notice - Written notice of layoff shall be served on affected employees in person or by certified letter mailed to the last address on file with the District Administration. Notice will be served or mailed at least 21 calendar days prior to the effective date of the separation. Notice shall be deemed served when given in person or upon return of a delivery receipt or receipt showing attempted delivery.

Section 14-2

For a period of one year from the effective date of layoff, no regular position in the affected classification in the department involved shall be filled without first providing employees possessing rights to re-employment with an opportunity to be rehired. Re-employment lists shall be in inverse order of lay-off with the most senior employee from amongst those laid-off rehired first. Such re-employment would be at the same salary step, or the salary range assigned such classification and with the same seniority as the employee had earned at the time of lay-off. Benefits paid out at the time of separation such as vacation or sick leave may be bought back at the employee's expense. Written notice of the re-employment opportunity shall be sent by certified mail to the last known address of the former employee. The former employee shall have 14 calendar days to respond to the notice. This time period will commence upon the District's notification of receipt of certified or registered mail notification.

Section 14-3

Whenever in the judgment of the Board of Directors, it becomes necessary in the interest

of the economy or the necessity for a position to no longer exist, the Board of Directors may abolish a position or classification, and if necessary, reduce personnel by laying off employees without the filing of disciplinary charges and without granting the employee(s) the right of appeal except as accorded in these provisions.

In reducing the number of employees, the order of separation shall be based on seniority as herein specified. Seniority will be based on the current seniority list.

Section 14-4

Employees in the same classification shall be separated by seniority with the least senior employee being laid off first. There will not be any ties in seniority. If more than one person is hired at the same time, then final overall ranking will be used to determine seniority. The following are the different types of appointments, and the layoff of personnel shall be in this order.

1. Probationary
2. Regular Full-Time

Section 14-5

Seniority will be based on the current seniority list. The District will meet and confer with the Union over the impact of a reduction in force.

ARTICLE XV - WORK SCHEDULES

Section 15-1

The normal work schedule for all 56-hour personnel employees is an average 56 hours per week, working a 24-day work period. All scheduled time is to be considered as time worked.

Section 15-2

40-hour personnel will normally begin at 0800 hours each day and conclude the workday at 1700 hours with a one-hour lunch. 40-hour personnel flex time employees will begin the workday at 0700 hours each day and conclude the workday at 1800 hours with a one-hour lunch. Flex time schedule will be implemented at the option of the Fire Chief or designee.

Section 15-3

56-hour personnel will work a 2 on and 4 off schedule. The schedule will consist of working two consecutive 24-hour shifts and then being off duty four consecutive 24-hour shifts. This will be known as the 48/96 work schedule. The two consecutive 24-hour shifts will be known as a tour.

Section 15-4

56-hour personnel will begin their shift at 0700 hours and conclude their shift 24 hours later at 0700 hours. Lunch will begin at 1130 hours and end at 1300 hours. When 56-hour personnel work a full tour, they must be up, dressed and ready to perform their duties at 0800 hours at the start of their second shift. In the event that personnel are unable to sleep due to required performances of duties between 2200 to 0700 of the first shift of their tour, that employee may recover lost sleep by sleeping in that morning. This will be on an hour-for hour basis, example: personnel go out on a car fire at 2300 hours and are up for one hour and then they go out at 0400 hours for a grass fire and are up for two hours. 56-hour personnel may recover the three hours they lost by sleeping in until 1000. Personnel must be up and ready to perform their duties at the conclusion of any lost sleep time.

Section 15-5

When operating requirements or other needs cannot be met during regular working hours, employees may be given the opportunity to volunteer for overtime work assignments. All overtime work must receive the Fire Chief or designee's prior authorization. Overtime assignments will be distributed as outlined in the Out-of-Class Assignment and Filling of Overtime Positions policies. The Union is designated to administer the filling of overtime for those positions they represent.

Section 15-6

Emergency call back shall be for a minimum three hours worked. Employees will be expected to work the full time.

Section 15-7

Training Officer Overtime. It is agreed that the 40-hour Training Officer (T.O.), will not be able to work overtime on an engine unless it comes to a mandate and it's the T.O.'s day off. The T.O. must be cleared to work at the station of the mandate. The T.O. will not be mandated to work as an engine company captain.

ARTICLE XVI - GRIEVANCE PROCEDURE

The parties agree to meet and confer regarding grievance procedure within 30 days of MOU approval.

Section 16-1

It is the intent and purpose of this article to provide for the presentation and adjustment of the employee grievances. The district and the union agree that employees in the bargaining unit shall have the right to use the following procedures to grieve matters involving the interpretation and application of specific provisions of this Memorandum of Understanding, or policy. "Workday", shall be defined as Monday through Friday 0700 to 1800 hours. A grievant may have a union representative present at all steps of the grievance process.

Step 1

When an employee has a grievance, he/she shall contact his immediate supervisor in an attempt to resolve the problem at the lowest level. At the request of the employee, a union representative shall be present. It is the intent of the district that union representation shall be provided expeditiously on the workday it is requested, when operational needs permit. Upon hearing the grieved subject matter, the District representative shall give an answer by the next workday, as described above. Grievances settled in the first step must not be of a precedent-setting nature, nor establish a precedent on any subject matter which may be binding on either party.

Step 2

If the grievance is not settled in step one, the grievant must submit his grievance in writing on the approved grievance form to his Battalion Chief within five (5) working days. The Battalion Chief shall respond in writing within five (5) working days. If the Battalion Chief fails to respond within the time frame, the grievant has the right to move to the next step.

Step 3

If the grievance is not settled at step 2, the grievant may present the grievance to the union at the next regularly scheduled union meeting to determine if the union will support the cause. The union or the grievant has a maximum of five (5) working days from the date of the union meeting to submit the grievance in writing to the Operations Chief. The Operations Chief shall render a decision thereon in writing within five (5) working days of receipt of the written grievance.

Step 4

If no agreement can be reached in Step 3, the grievance may be submitted to the Board of Directors Grievance Committee. The committee shall be comprised of a minimum of

two Stanislaus Consolidated Fire Protection District Board Members. The grievant has a maximum of five (5) working days from receipt of the response from the Operations Chief to submit the grievance in writing to the Grievance Committee. The Grievance Committee shall render a decision thereon in writing within five (5) working days of the receipt of the written grievance.

Step 5

If no agreement can be reached in Step 4, the grievance may be submitted to an Adjustment Board. The Adjustment Board shall be comprised of one (1) union representative, one (1) management representative and one (1) representative from the State Mediation and Conciliation Service. The State Mediation and Conciliation Service will be requested to send a list of at least five (5) qualified arbitrators. The Union and the District will mutually agree to select one of the arbitrators from the list. If an agreement is unable to be reached, each party shall alternately strike one name from the list and the last remaining name shall serve as arbitrator. The first party to strike a name shall be determined by the toss of a coin.

It shall be understood in disputes involving interpretation of the MOU, that the arbitrator will only interpret this Memorandum of Understanding and will not have the power to add to, delete from, or amend any part of this agreement. All fees and costs of the arbitrator and court reporter, if any, will be shared equally. The decision of the Adjustment Board shall be final and binding on all parties.

Section 16-2

Any of the time requirements in the above Steps 3 through 5 may, upon request of either party, be extended by mutual agreement.

Section 16-3

Any grievance must be filed promptly but in no event later than five (5) working days after the occurrence, or primary knowledge of, the event grieved, or it shall be deemed to have been waived by the aggrieved party.

Vacation periods, authorized leaves of absence, holidays, FMLA and/or sickness will be excluded from the time limits as set forth

It is understood and agreed that in the event of failure on the part of the District to answer

any grievance within the prescribed period of time set forth above, the Union shall have the right to appeal to the next step without a decision unless the time requirement has been extended by mutual agreement.

Section 16-4

It is recognized that the nature of the grievance may be such that its initiation at a step above Step 1 is appropriate. In such cases, the District and the Union may agree to grievance initiation at a higher step of this grievance procedure.

Section 16-5

For purposes of communication regarding Steps 2 through 5 of the grievance procedure, both parties/sides involved with the grievance will openly communicate the best methods for delivering and responding to the grievance. Every effort will be made to ensure the other party knows when a response has been sent, however; it is not the sender's responsibility to see that the response has been read within the time frame permitted. Failure to open, or read a response, does not extend the response period. Hand delivered, electronic mail, and/or USPS mail are accepted methods of delivery. Every effort should be made to ensure both sides understand the timeline(s) involved.

Section 16-6

Notification: A grievance shall be submitted in writing (following step one) and shall include, at a minimum:

1. Nature of the grievance
2. Date when the incident occurred.
3. Description of the incident
4. Rule or policy violated, and
5. Specific remedy sought by the employee(s).

Section 16-7

In the event that a grievance involves, or directly affects, an individual normally included in the response process of any of the steps, that individual shall recuse himself from the

process and yield to either his counterpart (i.e., Battalion Chief to Battalion Chief), or to his supervisor (i.e., Fire Chief to Board of Directors Grievance Committee).

ARTICLE XVII - SPECIALTY PAY

Section 17-1

HAZARD PREMIUM -Specialty Teams Program

The District and the Union agree that those members who volunteer and have demonstrated proficiency for qualification and obtain the necessary certification/continuing education are eligible for consideration of appointment to the District approved Specialty Team(s) Members who have volunteered may be selected for the team and upon providing verification of the required training for compensation. Those employees who continue to renew their training and remain active members assigned to their respective team(s) shall be paid as part of the normal bi-weekly payroll process, and shall be considered PERSable income for retirement purposes as permitted by law. Team members shall be responsible for meeting all training hour requirements.

Stipends are as follows:

- First Team: \$1,050 Annual Stipend (\$50 of which covers notification reimbursement)
- Second Team: \$500 additional

The District recognizes the following Teams:

- Haz-Mat
- Swiftwater
- In exchange for annual stipend above, all team members would be required to receive messages as part of the team. Members who are trained and certified as a result of District funded/supported training will have a mandatory commitment of three years.
- The Haz-Mat team shall have a minimum staffing level of one team member per shift. The Swiftwater team shall have a Minimum staffing level of 2 team members on duty at St. 24 & St. 26 per shift. Shift assignments shall occur at the regular bid cycle in accordance with section 19-1 of this MOU.

The current teams Maximums are as follows:

Haz-Mat: 3* Team Members
Swiftwater: 21* Team Members

- * Team members in excess of this number shall be grandfathered in until the number of team members drops below the cap.

Section 17-2

Paramedic Program

The District and L3399 agree to the following paramedic incentive program for all Ranks.

Twelve percent (12%) above the current salary structures for Firefighter, Engineer and Captain.

Employees that possess National Registry Paramedic Certification and currently receive \$225 per month as of Board approval of this MOU and maintain this certification will continue to receive this compensation for duration of their employment with District.

New paramedics must meet the following minimum requirements:

- Licensed by the state of California and accredited in Stanislaus County.
- Maintain all required Certifications (ACLS, PALS, PHTLS/ITLS)
- Must have completed the Districts fire academy and have been assigned to a shift.

Current employees who are currently licensed as paramedics must meet the above requirements and agree to a three-year minimum commitment to the paramedic program before receiving the incentive or finish out bid cycle unless there is a person to fill void, whichever is greater.

The District will pay for all license, certification and accreditation fees that are required to maintain paramedic licensing and accreditation.

The District will provide opportunities for paramedics to obtain their CEU's both on and off duty. Off-duty CEU training must be approved by the District in advance and cannot be substituted for training that is offered on duty. Paramedics will be compensated at an overtime rate for attending trainings that are not part of their normal work schedule.

It is the responsibility of the employee to maintain all required licenses and accreditations.

Management will determine which Engine/Quint companies will be activated as paramedic units and the sequence of activations.

Two paramedics shall be assigned to each shift: one shall be required to bid the paramedic station and the second shall work at any other SCFPD station. All bids are by seniority.

When overtime is required to fill a paramedic vacancy on a paramedic company, off duty paramedics will be offered the overtime prior to moving any other on duty paramedic from another station to fill the vacancy and any ancillary moves needed to allow proper coverage.

-If available (unassigned), the "relief" person will be utilized to backfill the resulting station vacancy when any other paramedic is moved to fill a paramedic position at the paramedic station.

Paramedics may be moved from station to station or be mandated for overtime to maintain staffing of all paramedic companies. A separate paramedic mandate list will be created.

Prior to pursuing a transportation or community paramedic program, the District agrees to meet and confer with Local 3399.

Section 17-3

Training Officer

This position is a flexible 40-hour work schedule. 5% pay incentive to current salary.

Section 17-4

Additional Rescue Program(s)

The District agrees that, should these additional program(s) become fully operational during the term of this agreement, the contract would be reopened to discuss all related specialty pay.

ARTICLE XVIII - LEAVES OF ABSENCE

Family Care Leave (FMLA)

The District shall comply with both State and Federal laws providing for employee leaves for family and medical care as regulated by the State of California Fair Employment and Housing Commission and the Federal Department of Labor.

Section 18-2

When and if the District reaches fifty (50) employees, family leave will provide that after completion of one full year of service (and having worked at least 1,250 hours during the twelve (12) months preceding the leave), an employee may take an unpaid family leave of up to twelve (12) weeks in a twelve (12) month period for the following covered events:

1. The birth, adoption or foster placement of a child;
2. The employee's own serious health condition; or
3. The serious health condition of the employee's child, parent or spouse

After a continuous absence of thirty (30) calendar days for any covered event described herein, the employee shall be placed on family leave. While on family leave, an employee may elect to utilize any accrued vacation, holiday or compensating time off. Accrued sick leave may only be used for the period of an employee's actual illness/injury or when authorized for the employee's care of a critically ill child, parent or spouse. While on family leave, the District shall continue to pay contributions towards the employee's health, dental and vision plan at the same rate it did while the employee was on active status unless the employee chooses to discontinue coverage. State law provides that family leave is separate and distinct from pregnancy disability leave. All Federal laws and guidelines must be followed regarding FMLA Leave.

Section 18-3

Pregnancy Disability Leave

A pregnant employee shall furnish her supervisor no later than the fourth month of pregnancy, a statement by the attending physician which indicates the estimated time of delivery. A pregnant employee is entitled to take a pregnancy disability leave for the portion of the pregnancy and the time following delivery during which the doctor determines she is disabled (not to exceed four months). Prior to that time, the employee shall complete the necessary documents.

Section 18-4

Such an employee may elect to take accrued vacation, compensating time, sick leave or

leave without pay during the period of disability. Reinstatement subsequent to pregnancy disability leave of absence shall be to the same classification from which leave was taken.

Section 18-5

Personal Leave

Eligible employees may request personal leave only after having completed the new hire probationary period. As soon as eligible employees become aware of the need for a personal leave of absence, they must request a leave from the Fire Chief or designee. Personal Leave is unpaid leave.

Section 18-6

Personal leave may be granted for a period of up to 14 calendar days annually. If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension of no more than seven calendar days.

Section 18-7

Requests for personal leave will be subject to the Chief's discretion and be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence.

Section 18-8

Personal leaves will be subject to the terms, conditions, and limitations of the applicable plans. The District will continue to provide health insurance benefits for the full period of the approved personal leave.

Vacation, sick leave, and holiday benefits will not continue to accrue during the approved personal leave period.

Section 18-9

If an employee fails to report to work promptly at the expiration of the approved leave period, the District will assume the employee has resigned

Section 18-10

Military Leave

Any employee who is granted a military leave of absence to serve in the Armed Forces of the United States shall have his/her seniority continued as if the person has remained on the District payroll. The employee shall be reinstated from the military leave of absence at the same salary range that he/she would have been eligible to receive had he/she been on the job. Military leaves of absence will be governed by the provisions of the Military and Veterans Code of the State of California, Section 39 et seq. Military leaves of absence shall not be granted without the approved military orders identifying the deployment/assignment request.

ARTICLE XIX - STATION BIDDING /SHIFT ASSIGNMENT

Section 19-1

This bid process will be administered by the Union and governed by the guidelines of this agreement between the Union and Management.

Management shall retain its right to approve or deny any bid request taking into consideration the customer service and operational needs of the district. If said person is denied a bid request, management shall document in writing the reason(s) for the denial to said employee. No employee shall be unreasonably denied his/her request for shift or station bid.

Employees within the classification of Captain, Engineer and Firefighter shall be allowed to bid for *station and shift* assignments every two (2) years.

The bid shall take place the first week of November to coincide with the need to begin Annual Leave picks for the upcoming year soon after.

The bid process shall be administered in successive order of seniority (date of hire). This is only to include full time employment with this District.

The "rank order" of the bid process shall be Captain, Engineer, and Firefighter

The administrator will be the Union President or his/her designee.

The administrator will be the person in charge of administering the bid.

Bi-annual Bid Process:

The bid process will begin promptly at 0900 hours on a pre-designated day at Station 22; the first week of November.

Each person shall have up to ten (10) minutes to respond to the pre-designated means of contact. At such time, you must make a choice, or you will be skipped.

All persons shall be notified of their turn to bid by the means designated on their primary contact as identified in Telestaff , unless otherwise specified prior to the bid process beginning. Multiple means of contact can be submitted to the facilitator only

Anyone that is unable to be contacted the day of the bid by any means will bear the responsibility to provide the facilitator a list of shift and station picks in order of preference prior to the beginning of the bid.

If the facilitator cannot reach the person whose turn it is, within the ten (10) minute time frame, he/she will be skipped and will pick whenever they call in, but after the person you currently are attempting to contact.

Anyone out on a long-term comp. injury or long-term disability will not be allowed to bid unless a *definitive* date of return is known and falls within this two (2) year bid. When said person returns to duty, he/she shall assume the last bid position from the previous bid for the remainder of the current bid.

All bid selections are final.

Mid-bid Vacancy Process:

If a vacancy occurs during the two (2) year bid, the vacancy will be announced and posted for a period of 6 days, ending at 1700 hrs. on the 6th day. The person who signed up and is highest on the seniority list will get the first chance, and so on. The decision to move shall be made at time the person is contacted. With each move, it may create a new opening that would then need to be posted in the same manner.

It is agreed that if you accept a new bid position on another shift, you will forfeit any annual leave picks that conflict with the maximum amount of personnel already scheduled to be off on your new shift.

You shall be limited to only one (1) Mid-bid vacancy move between shifts, per bid cycle. Movement from different stations within your shift will be unlimited.

Persons that are promoted or demoted during the bid, will assume the last vacant position for the remainder of the current bid. These individuals will not forfeit their annual leave picks that were already approved by management.

All bid selections are final.

ARTICLE XX - STAFFING LEVELS

Section 20-1

Minimum Staffing –

There will be a minimum staffing level of 3 personnel at stations: 21, 22, 23, 24, 26. The District and the union understand that this does not negate management's right of developing staffing levels, but in fact reinforces the commitment to staff the stations in a safe manner.

Section 20-2

Station Coverage During Union Meetings - The District shall allow the union president or representative to move their engine to the station holding the meeting. Their station will be covered by an on-duty crew. The president or representative shall make prior notification to the Duty Chief, and the Duty Chief shall make the necessary arrangements of moving personnel, engines or providing coverage. The Duty Chief can make a determination that emergency situations or operational needs override the ability to provide coverage.

ARTICLE XXI - MEDICAL, DENTAL, VISION AND LIFE INSURANCE

Section 21-1

Medical, Dental, Vision

The District agrees to continue providing medical, dental and vision care coverage at no cost for employees and their eligible dependents. A cafeteria plan will be offered for enhanced medical/dental/vision options. District agrees to meet & confer prior to any benefit change, as well as to continuously work to find increased/differing levels of coverage.

Upon retirement, retirees will be eligible to participate in Medical, Dental and Vision plans sponsored by the District, provided that the retirees pay the entire premium for the selected plan, (the District pays nothing). Retirees are responsible for adhering to all rules and regulations regarding the offered plans.

For employees hired on or before July 1, 2017, upon retirement from District service or death while in District service, the District will contribute an amount equal to the value of 2023-2024 M.O.U.

50% of the employee's unused sick leave accrual to a retiree health savings account to be used to reimburse the retirees, or his or her eligible dependent's, expenses for medical, dental and vision benefits pursuant to applicable plan documents, laws and regulations. The percentage in the preceding sentence will be reduced to 35% for employees hired on or after July 2, 2017, and on or before January 1, 2018, and to 25% for employees hired on or after January 2, 2018 and on or before January 1, 2020. This contribution will no longer be offered for employees hired after January 1, 2020. It is understood that this contribution shall not constitute a conversion of unused sick leave. Rather, unused sick leave shall be merely used as a variable in calculating the amount of contributions that the District will make to a retiree health savings account on behalf of eligible employees.

Section 21-2

Waiver of Medical Benefits

Should a permanent member be able to provide proof that they have on-going medical insurance through a spouse or domestic partner that is at a minimum equal to that provided by the District; they may elect to withdraw from the Fire District's medical plan. Employees withdrawing from the plan may elect to have 50% of the cost of the plan they were previously enrolled in paid as follows:

- A. Deferred compensation; or
- B. Cash Benefit - paid monthly as a cash benefit (cash benefits shall be subject to taxation)

If employee is not enrolled in one of the District's present plans, his compensation amount will be based on the average of all available HMO health plans.

To remain eligible for this benefit, employees must annually provide to the District proof of medical coverage. Should the employee at any time elect to exit or re-enter the District's health plan, they can only do so during an open enrollment period.

Section 21-3

Life Insurance

The District agrees to provide term life insurance for all represented personnel in the amount of \$100,000 at no cost to the employee.

ARTICLE XXII - STRESS COUNSELING

Section 22-1

2023-2024 M.O.U.

Page 40

Dist. L3399

The District has contracted for services for the employees for Counseling and Stress Debriefing. These services include employee counseling and Critical Incident Stress Debriefing (CISD) at the District's expense. Generally, the employee may have three visits prior to referral to another program. Details for this program are available from management.

ARTICLE XXIII - DONATION OF ACCRUED LEAVE TIME

Section 23-1

Periodically the serious illness of a District employee has provoked a response for fellow employees seeking to be able to donate accrued annual leave time to their fellow employee (per Catastrophic sick leave policy). Personnel policy permits the transfer of annual leave credit for paid time off benefits, annual leave, upon the approval of the Fire Chief or designee, based on regular rate of pay of donor. No donated leave time will be allowed to be cashed out by the employee receiving the donated time.

23-2 Union Time Bank

Union Time Bank was developed to allow members to attend Union business without placing a financial burden upon the District. Union agrees to donate one hour of vacation time per month to the time bank from each of its members. Use of the time bank is established through District Policy (Local 3399 Firefighters Release Time Bank policy) with agreement of the Union.

ARTICLE XXIV - LONG-TERM DISABILITY INSURANCE

Section 24-1

The District agrees to pay the member's contribution to the California Association of Professional Firefighters Long-Term Disability Plan.

ARTICLE XXV - CENTRAL VALLEY RETIREE MEDICAL TRUST

Section 25-1

1. MONTHLY EMPLOYER CONTRIBUTION AMOUNT. The Stanislaus Consolidated Fire Protection District (hereafter, the "District") and the Local 3399 bargaining unit (hereafter, the "Association") agree that the District shall contribute an amount of \$100.00 per month per Association employee on a pre-tax basis to the Central Valley Retiree Medical Trust (hereafter, the "Trust") pursuant to the requirements in Section 2, "Remittance of Contributions" below. The monies contributed to the Trust fund shall only be used for retiree medical expenses (including health insurance premiums, health services, and medical supplies) and/or reasonable administrative expenses therefor. The employee shall not have the option to receive a cash payout of the employee contribution to the Trust in lieu of the transfer to the Trust.

2. REMITTANCE OF CONTRIBUTIONS. The District shall remit the above monthly contributions to the Trust for the duration of the Memorandum of Understanding. Those contributions shall be remitted monthly, in one aggregate transfer to the custodian of the Central Valley Retiree Medical Trust within 10 days. In addition, the District shall submit a monthly list of contributing employees to the Plan Administrator, Suzan Kolb at Vimly Benefit Solutions, 12121 Harbour Reach Dr., Ste 105, Mukilteo, WA 98275, Ph: (206) 859-2608, Email: skolb@vimly.com.

The District hereby acknowledges receipt of the Trust Agreement governing the Trust and will comply with rules set by the Trust Office in regard to reporting and remitting the required contributions set forth above.

ARTICLE XXVI - EXPOSURE REPORT SYSTEM

Section 26-1

The District agrees to enroll and cover the annual expense for all employees covered under this bargaining unit for the purpose of exposure tracking. The website for California Professional Firefighters will be available to each member to track all exposures for each member. This is an independent tracking system for all hazard exposures, to maintain tracking for long term illness exposures.

ARTICLE XXVII - MEMORANDUM OF UNDERSTANDING CONCLUSION

Section 27-1

Appendices and Amendments - All appendices and amendments to this Memorandum shall be lettered, dated, and signed by the responsible parties and shall be subject to all provisions of this Memorandum.

Section 27-2

Savings Clause - If any provisions of this Memorandum or the application of such provisions should be rendered or declared invalid by any court action or by reason of existing or subsequently enacted legislation, the remaining parts or portions of this Memorandum shall remain in full force and effect.

Section 27-3

Merger or Consolidation - In the event the District shall contemplate merging or consolidating with another District or government agency, the District will meet and confer with the Union concerning the contemplated action and impact upon the union membership.

Section 27-4

Duration of Agreement - This Memorandum of Understanding shall be effective July 1, 2023, and shall remain in full force and effect through June 30, 2024.

Section 27-5

Negotiations Impasse Resolution - If the parties reach impasse during contract negotiations either side may request third party intervention through the State Mediation and Conciliation Service.

SIGNATURE PAGE

**For the Stanislaus Consolidated
Fire Protection District**

**For the Stanislaus Consolidated
Firefighters Union Local 3399**

Jonathan Goulding, Board President	Shawn Ehrenberg, L3399 President
Charles Neal, Board Vice President	Zack Swanson, L3399 Vice President
Greg Bernardi, Director	Josh Leslie, L3399 Secretary/Negotiator
Steven Stanfield, Director	Mark Jacobs, L3399 Negotiator
Brandon Rivers, Director	Hendrik deWitte, L3399 Negotiator

APPROVED AS TO FORM AND CONTENT:

Christopher J. Diaz, District Counsel

Date

		Effective 01/01/2022 to 12/31/2022				
		Step A	Step B	Step C	Step D	Step E
30	Engineer (56 hr) Safety	Hourly \$ 22.39	\$ 23.51	\$ 24.70	\$ 25.94	\$ 27.24
		Bi-Weekly \$ 2,508.05	\$ 2,633.66	\$ 2,765.94	\$ 2,904.91	\$ 3,050.55
		Monthly \$ 5,434.12	\$ 5,706.26	\$ 5,992.88	\$ 6,293.97	\$ 6,609.53
		Annual \$ 65,209.42	\$ 68,475.11	\$ 71,914.50	\$ 75,527.59	\$ 79,314.40
30A	Engineer (40 hr)* Safety	Hourly \$ 32.16	\$ 33.77	\$ 35.47	\$ 37.25	\$ 39.11
		Bi-Weekly \$ 2,573.15	\$ 2,702.00	\$ 2,837.52	\$ 2,979.74	\$ 3,128.63
		Monthly \$ 5,575.15	\$ 5,854.32	\$ 6,147.97	\$ 6,456.09	\$ 6,778.69
		Annual \$ 66,901.83	\$ 70,251.88	\$ 73,775.64	\$ 77,473.12	\$ 81,344.28
30B	Engineer (40 hr Opt Out Option)* Safety	Hourly \$ 34.55	\$ 36.28	\$ 38.09	\$ 40.00	\$ 42.01
		Bi-Weekly \$ 2,764.03	\$ 2,902.43	\$ 3,047.50	\$ 3,200.21	\$ 3,360.55
		Monthly \$ 5,988.74	\$ 6,288.59	\$ 6,602.92	\$ 6,933.79	\$ 7,281.20
		Annual \$ 71,864.87	\$ 75,463.08	\$ 79,234.99	\$ 83,205.43	\$ 87,374.39
30C	Engineer/Paramedic (56 hr) Safety 12% higher Fully implemented	Hourly \$ 25.08	\$ 26.34	\$ 27.66	\$ 29.05	\$ 30.51
		Bi-Weekly \$ 2,809.02	\$ 2,949.70	\$ 3,097.86	\$ 3,253.50	\$ 3,416.62
		Monthly \$ 6,086.21	\$ 6,391.01	\$ 6,712.02	\$ 7,049.24	\$ 7,402.68
		Annual \$ 73,034.55	\$ 76,692.12	\$ 80,544.24	\$ 84,590.90	\$ 88,832.13
31	Fire Inspector	Hourly \$ 29.22	\$ 30.68	\$ 32.22	\$ 33.83	\$ 35.52
		Bi-Weekly \$ 2,337.60	\$ 2,454.48	\$ 2,577.21	\$ 2,706.06	\$ 2,841.37
		Monthly \$ 5,064.80	\$ 5,318.04	\$ 5,583.95	\$ 5,863.14	\$ 6,156.30
		Annual \$ 60,777.60	\$ 63,816.48	\$ 67,007.41	\$ 70,357.66	\$ 73,875.57
35	Captain (56 hr) Safety	Hourly \$ 25.42	\$ 26.70	\$ 28.04	\$ 29.44	\$ 30.91
		Bi-Weekly \$ 2,847.45	\$ 2,990.42	\$ 3,140.08	\$ 3,297.75	\$ 3,462.10
		Monthly \$ 6,169.48	\$ 6,479.25	\$ 6,803.51	\$ 7,145.13	\$ 7,501.23
		Annual \$ 74,033.72	\$ 77,751.03	\$ 81,642.06	\$ 85,741.55	\$ 90,014.73
35A	Captain (40 hr)* Safety	Hourly \$ 36.53	\$ 38.36	\$ 40.28	\$ 42.29	\$ 44.40
		Bi-Weekly \$ 2,922.47	\$ 3,068.50	\$ 3,222.16	\$ 3,383.46	\$ 3,552.39
		Monthly \$ 6,332.02	\$ 6,648.41	\$ 6,981.35	\$ 7,330.83	\$ 7,696.85
		Annual \$ 75,984.20	\$ 79,780.93	\$ 83,776.18	\$ 87,969.95	\$ 92,362.24
35B	Training Captain (40 hr)* includes additional 5% stipend Safety = 35A plus 5%	Hourly \$ 38.36	\$ 40.27	\$ 42.29	\$ 44.41	\$ 46.63
		Bi-Weekly \$ 3,068.59	\$ 3,221.92	\$ 3,383.27	\$ 3,552.63	\$ 3,730.01
		Monthly \$ 6,648.62	\$ 6,980.83	\$ 7,330.42	\$ 7,697.37	\$ 8,081.70
		Annual \$ 79,783.41	\$ 83,769.97	\$ 87,964.99	\$ 92,368.45	\$ 96,980.35
35C	Captain (40 hr Opt Out Option)* Safety	Hourly \$ 39.20	\$ 41.16	\$ 43.22	\$ 45.38	\$ 47.65
		Bi-Weekly \$ 3,136.26	\$ 3,292.79	\$ 3,457.90	\$ 3,630.66	\$ 3,812.00
		Monthly \$ 6,795.23	\$ 7,134.37	\$ 7,492.13	\$ 7,866.42	\$ 8,259.33
		Annual \$ 81,542.81	\$ 85,612.50	\$ 89,905.53	\$ 94,397.09	\$ 99,111.98
35D	Captain/Paramedic (56 hr) Safety 12% higher Fully implemented	Hourly \$ 28.47	\$ 29.90	\$ 31.40	\$ 32.98	\$ 34.62
		Bi-Weekly \$ 3,189.14	\$ 3,349.28	\$ 3,516.89	\$ 3,693.48	\$ 3,877.56
		Monthly \$ 6,909.81	\$ 7,256.76	\$ 7,619.93	\$ 8,002.54	\$ 8,401.37
		Annual \$ 82,917.77	\$ 87,081.16	\$ 91,439.11	\$ 96,030.53	\$ 100,816.50
75	Firefighter (56 hr) Safety	Hourly \$ 19.63	\$ 20.60	\$ 21.63	\$ 22.72	\$ 23.85
		Bi-Weekly \$ 2,198.06	\$ 2,307.62	\$ 2,422.54	\$ 2,544.13	\$ 2,671.07
		Monthly \$ 4,762.45	\$ 4,999.85	\$ 5,248.83	\$ 5,512.29	\$ 5,787.32
		Annual \$ 57,149.45	\$ 59,998.23	\$ 62,985.98	\$ 66,147.44	\$ 69,447.86
75A	Firefighter (40 hr)* Safety	Hourly \$ 28.19	\$ 29.60	\$ 31.08	\$ 32.63	\$ 34.26
		Bi-Weekly \$ 2,255.32	\$ 2,367.94	\$ 2,486.29	\$ 2,610.37	\$ 2,741.13
		Monthly \$ 4,886.53	\$ 5,130.55	\$ 5,386.97	\$ 5,655.80	\$ 5,939.11
		Annual \$ 58,638.35	\$ 61,566.56	\$ 64,643.64	\$ 67,869.63	\$ 71,269.32
75B	Firefighter (40 hr Opt Out Option)* Safety	Hourly \$ 30.28	\$ 31.79	\$ 33.38	\$ 35.05	\$ 36.81
		Bi-Weekly \$ 2,422.35	\$ 2,543.56	\$ 2,670.50	\$ 2,804.12	\$ 2,944.42
		Monthly \$ 5,248.42	\$ 5,511.05	\$ 5,786.08	\$ 6,075.59	\$ 6,379.58
		Annual \$ 62,981.02	\$ 66,132.56	\$ 69,432.98	\$ 72,907.11	\$ 76,554.95
75C	Firefighter/Paramedic (56 hr) Safety 12% higher Fully implemented	Hourly \$ 21.98	\$ 23.08	\$ 24.23	\$ 25.44	\$ 26.71
		Bi-Weekly \$ 2,461.82	\$ 2,584.54	\$ 2,713.24	\$ 2,849.43	\$ 2,991.60
		Monthly \$ 5,333.95	\$ 5,599.83	\$ 5,878.69	\$ 6,173.76	\$ 6,481.80
		Annual \$ 64,007.38	\$ 67,198.02	\$ 70,544.30	\$ 74,085.14	\$ 77,781.61

Effective 01/01/2023 to 12/31/2023							
			Step A	Step B	Step C	Step D	Step E
30	Engineer (56 hr) Safety	Hourly	\$ 22.84	\$ 23.99	\$ 25.19	\$ 26.46	\$ 27.78
		Bi-Weekly	\$ 2,558.22	\$ 2,686.33	\$ 2,821.26	\$ 2,963.01	\$ 3,111.56
		Monthly	\$ 5,542.80	\$ 5,820.38	\$ 6,112.73	\$ 6,419.85	\$ 6,741.72
		Annual	\$ 66,513.61	\$ 69,844.61	\$ 73,352.79	\$ 77,038.14	\$ 80,900.69
30A	Engineer (40 hr)* Safety	Hourly	\$ 32.81	\$ 34.45	\$ 36.18	\$ 37.99	\$ 39.89
		Bi-Weekly	\$ 2,624.61	\$ 2,756.04	\$ 2,894.28	\$ 3,039.33	\$ 3,191.20
		Monthly	\$ 5,686.66	\$ 5,971.41	\$ 6,270.93	\$ 6,585.22	\$ 6,914.26
		Annual	\$ 68,239.87	\$ 71,656.92	\$ 75,251.15	\$ 79,022.58	\$ 82,971.17
30B	Engineer (40 hr Opt Out Option)* Safety	Hourly	\$ 35.24	\$ 37.01	\$ 38.86	\$ 40.80	\$ 42.85
		Bi-Weekly	\$ 2,819.31	\$ 2,960.47	\$ 3,108.45	\$ 3,264.21	\$ 3,427.76
		Monthly	\$ 6,108.51	\$ 6,414.36	\$ 6,734.97	\$ 7,072.46	\$ 7,426.82
		Annual	\$ 73,302.17	\$ 76,972.34	\$ 80,819.69	\$ 84,869.54	\$ 89,121.88
30C	Engineer/Paramedic (56 hr) Safety 12% higher Fully implemented	Hourly	\$ 25.58	\$ 26.86	\$ 28.21	\$ 29.63	\$ 31.12
		Bi-Weekly	\$ 2,865.20	\$ 3,008.69	\$ 3,159.81	\$ 3,318.57	\$ 3,484.95
		Monthly	\$ 6,207.94	\$ 6,518.83	\$ 6,846.26	\$ 7,190.23	\$ 7,550.73
		Annual	\$ 74,495.24	\$ 78,225.97	\$ 82,155.12	\$ 86,282.72	\$ 90,608.77
31	Fire Inspector	Hourly	\$ 29.22	\$ 30.68	\$ 32.22	\$ 33.83	\$ 35.52
		Bi-Weekly	\$ 2,337.60	\$ 2,454.48	\$ 2,577.21	\$ 2,706.06	\$ 2,841.37
		Monthly	\$ 5,064.80	\$ 5,318.04	\$ 5,583.95	\$ 5,863.14	\$ 6,156.30
		Annual	\$ 60,777.60	\$ 63,816.48	\$ 67,007.41	\$ 70,357.66	\$ 73,875.57
35	Captain (56 hr) Safety	Hourly	\$ 25.93	\$ 27.23	\$ 28.60	\$ 30.03	\$ 31.53
		Bi-Weekly	\$ 2,904.40	\$ 3,050.23	\$ 3,202.88	\$ 3,363.71	\$ 3,531.35
		Monthly	\$ 6,292.87	\$ 6,608.84	\$ 6,939.58	\$ 7,288.03	\$ 7,651.25
		Annual	\$ 75,514.39	\$ 79,306.05	\$ 83,274.90	\$ 87,456.38	\$ 91,815.02
35A	Captain (40 hr)* Safety	Hourly	\$ 37.26	\$ 39.12	\$ 41.08	\$ 43.14	\$ 45.29
		Bi-Weekly	\$ 2,980.92	\$ 3,129.87	\$ 3,286.60	\$ 3,451.13	\$ 3,623.44
		Monthly	\$ 6,458.66	\$ 6,781.38	\$ 7,120.98	\$ 7,477.45	\$ 7,850.79
		Annual	\$ 77,503.88	\$ 81,376.55	\$ 85,451.70	\$ 89,729.35	\$ 94,209.48
35B	Training Captain (40 hr)* includes additional 5% stipend Safety = 35A plus 5%	Hourly	\$ 39.12	\$ 41.08	\$ 43.14	\$ 45.30	\$ 47.56
		Bi-Weekly	\$ 3,129.96	\$ 3,286.36	\$ 3,450.93	\$ 3,623.69	\$ 3,804.61
		Monthly	\$ 6,781.59	\$ 7,120.45	\$ 7,477.02	\$ 7,851.32	\$ 8,243.33
		Annual	\$ 81,379.08	\$ 85,445.38	\$ 89,724.29	\$ 94,215.82	\$ 98,919.96
35C	Captain (40 hr Opt Out Option)* Safety	Hourly	\$ 39.99	\$ 41.98	\$ 44.09	\$ 46.29	\$ 48.60
		Bi-Weekly	\$ 3,198.99	\$ 3,358.64	\$ 3,527.06	\$ 3,703.27	\$ 3,888.24
		Monthly	\$ 6,931.14	\$ 7,277.06	\$ 7,641.97	\$ 8,023.75	\$ 8,424.52
		Annual	\$ 83,173.67	\$ 87,324.75	\$ 91,703.64	\$ 96,285.03	\$ 101,094.22
35D	Captain/Paramedic (56 hr) Safety 12% higher Fully implemented	Hourly	\$ 29.04	\$ 30.50	\$ 32.03	\$ 33.64	\$ 35.31
		Bi-Weekly	\$ 3,252.93	\$ 3,416.26	\$ 3,587.23	\$ 3,767.35	\$ 3,955.11
		Monthly	\$ 7,048.01	\$ 7,401.90	\$ 7,772.32	\$ 8,162.60	\$ 8,569.40
		Annual	\$ 84,576.12	\$ 88,822.78	\$ 93,267.89	\$ 97,951.15	\$ 102,832.83
75	Firefighter (56 hr) Safety	Hourly	\$ 20.02	\$ 21.02	\$ 22.06	\$ 23.17	\$ 24.33
		Bi-Weekly	\$ 2,242.02	\$ 2,353.78	\$ 2,470.99	\$ 2,595.01	\$ 2,724.49
		Monthly	\$ 4,857.70	\$ 5,099.85	\$ 5,353.81	\$ 5,622.53	\$ 5,903.07
		Annual	\$ 58,292.44	\$ 61,198.19	\$ 64,245.70	\$ 67,470.39	\$ 70,836.82
75A	Firefighter (40 hr)* Safety	Hourly	\$ 28.76	\$ 30.19	\$ 31.70	\$ 33.28	\$ 34.95
		Bi-Weekly	\$ 2,300.43	\$ 2,415.30	\$ 2,536.02	\$ 2,662.58	\$ 2,795.95
		Monthly	\$ 4,984.26	\$ 5,233.16	\$ 5,494.71	\$ 5,768.92	\$ 6,057.89
		Annual	\$ 59,811.12	\$ 62,797.89	\$ 65,936.51	\$ 69,227.02	\$ 72,694.71
75B	Firefighter (40 hr Opt Out Option)* Safety	Hourly	\$ 30.88	\$ 32.43	\$ 34.05	\$ 35.75	\$ 37.54
		Bi-Weekly	\$ 2,470.79	\$ 2,594.43	\$ 2,723.91	\$ 2,860.20	\$ 3,003.31
		Monthly	\$ 5,353.39	\$ 5,621.27	\$ 5,901.80	\$ 6,197.10	\$ 6,507.17
		Annual	\$ 64,240.64	\$ 67,455.21	\$ 70,821.64	\$ 74,365.25	\$ 78,086.05
75C	Firefighter/Paramedic (56 hr) Safety 12% higher Fully implemented	Hourly	\$ 22.42	\$ 23.54	\$ 24.71	\$ 25.95	\$ 27.24
		Bi-Weekly	\$ 2,511.06	\$ 2,636.23	\$ 2,767.51	\$ 2,906.42	\$ 3,051.43
		Monthly	\$ 5,440.63	\$ 5,711.83	\$ 5,996.27	\$ 6,297.24	\$ 6,611.44
		Annual	\$ 65,287.53	\$ 68,541.98	\$ 71,955.18	\$ 75,566.84	\$ 79,337.24

**STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT
Sick Leave Affidavit and Physician's Certification**

Sick leave benefits are detailed in the Memorandum of Understanding, Article 8. I hereby make request for sick leave pay for a period of ____ shift hours. My absence began on the ____ day of, 20____, Ended on the ____ day of _____, 20____, and was caused by illness of: Myself Spouse Dependent Child* other* _____ *Must meet criteria of MOU Article 8.

Any employee who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying benefits will be denied benefits received as a result of the false information, and subject to disciplinary action up to and including termination.

I certify that the above statement is true and correct.

Employee Signature Date

Duty/Ops Chief Signature Date

PHYSICIAN'S CERTIFICATION

This is to certify that I was the attending physician during the illness above described, and that to my knowledge the above statement of the cause of absence is true and correct.

Printed Name of Physician Address of Physician

Physician's Signature Phone Number Date

STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT

OUTSIDE EMPLOYMENT NOTIFICATION

NAME _____

YEAR _____

Outside Employment Information

Name of Employer: _____

Number of hours per week/per month: _____

Schedule: _____

I understand that this outside employment will in no way interfere with my principal employment with the Stanislaus Consolidated Fire Protection District and is in keeping with the current MOU.

Signature: _____ *Date:* _____

Supervisor

I have reviewed this request for outside employment, and from the information submitted, this in no way interferes with the performance of duties of the position.

Signature: _____ *Date:* _____

Fire Chief

I concur with the assessment above and affirm that such outside employment will not jeopardize the service of the department.

Signature: _____ *Date:* _____



Memorandum of Understanding

Between

Stanislaus Consolidated Fire Protection District

And

Stanislaus Consolidated Fire Battalion Chiefs

July 1, 2023 – June 30, 2024

Table of Contents

Preamble3

Parties to The Understanding3

Article I Recognition4

Article II Rights of the District5

Article III Wage Rates and Step Advancements6

Article IV Benefits and Other General Conditions6

Article V Vacation9

Vacation Earning Schedule9

Article VI Annual Leave11

Article VII Holidays12

Article VIII Sick Leave Benefits13

Article IX Retirement16

Article X Bereavement Leave17

Article XI Rights of the Employees17

Article XII Education Reimbursement18

Article XIII Uniform Allowance19

Article XIV Seniority & Layoff20

Article XV Work Schedules21

Article XVI Grievance Procedure22

Article XVII Specialty Pay25

Specialty Team Program.....25

Article XVIII Leaves of Absence26

Family Care Leave (FMLA)26

Pregnancy Disability Leave27

	Military Leave	28
Article XIX	Shift Assignment	28
Article XX	Staffing Levels	28
Article XXI	Medical, Dental, Vision and Life Insurance	29
	Medical, Dental, Vision	29
	Wavier of Medical Benefits	29
	Life Insurance	30
	Central Valley Retiree Medical Trust.....	30
Article XXII	Stress Counseling	31
Article XXIII	Donation of Accrued Leave Time	31
Article XXIV	Long-Term Disability Insurance	31
Article XXV	Executive Development	31
Article XXVI	Management Leave.....	32
Article XXVII	Memorandum of Understanding Conclusion	32
	Signature Page	34
	Salary Schedule	35
	Exhibit A Outside Employment Notification	36

Stanislaus Consolidated Fire Protection District

And

Stanislaus Consolidated Battalion Chiefs

Preamble

Parties To The Understanding

- A. This Memorandum of Understanding is between the Stanislaus Consolidated Fire Protection District, herein referred to as the “District,” and representative management employees of the District represented by themselves, hereinafter referred to as the “B/C’s.”

It is the purpose of this Memorandum to achieve and maintain harmonious relations between the District and the B/C’s, to provide for equitable and peaceful resolution of differences which may arise and to establish proper standards of wages, hours and other conditions of employment.

- B. This Memorandum is entered into pursuant to the provisions of “The Meyers-Milias-Brown Act” (Gov. Code Section 3500-3510) of the State of California, in that the District-B/C representatives noted herein did meet and confer in good faith and reached agreement on those matters within the scope of representation pursuant to applicable provisions of the “Act.”
- C. All rights, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this Memorandum, shall remain in force and unaffected during the term on this Memorandum, unless changed by mutual consent.
- D. The B/C’s further agree that the Fire District employees covered within this Memorandum shall not abuse the benefits as outlined within this agreement.

Article I
Recognition

Section 1-1

The District recognized the B/C's as the exclusive bargaining agent for employees of the District who are in the following classifications:

Battalion Chief

Section 1-2

Non-Discrimination – The District and B/C's agree that the provisions of this Memorandum shall apply to all represented employees without discrimination because of an individual's race, military status, religion (creed), color, age, gender, gender expression, national origin, or disability or marital status or any other protected basis as defined by applicable Federal and State laws and regulations.

Section 1-3

For the purpose of the Memorandum of Understanding, the use of the masculine pronoun or any derivative thereof shall be applied as to include both male and female employees.

Section 1-4

The B/C's and the District, including their respective officers, agents, and representatives, agree not to discriminate by word, deed, or act, or to take any reprisals now or in the future for any nature against any employees, or threaten or coerce any employee because said employees is a B/C's member or is not a B/C's member, and does or does not engage in B/C's activities.

Section 1-5

Terms of Understanding – This Memorandum of Understanding embodies wages, hours, employee benefits and other terms and conditions of employment.

Article II

Rights of the District

Section 2-1

The District agrees in the exercise of the management functions to comply with the provisions of this Memorandum of Understanding and that the provisions of this clause shall not be used by the District for the purpose of discriminating against the B/C's or any of its members.

Section 2-2

Nothing in this Memorandum of Understanding is intended, nor shall it be construed, as denying or in any manner limiting the right of the District, in its judgment, to control and supervise all operations and direct all working forces, including, but not limited to, the right to select and hire, discharge suspend or discipline for just cause, classify, lay off, recall, promote, demote or transfer employees or relieve them from their duties, establish schedules, hours of work, shift assignment, maintain existing work rules and modification thereof as may be reasonable and necessary, and to do any and all things necessary to manage, control and administer its operation efficiently and economically.

Section 2-3

The B/C's recognize the need for the District to exercise its judgment in managing its operations, and agrees that the District shall have the right to regulate the use of all equipment and other property of the District, establish new, or close down stations, or departments thereof, or expand, reduce, alter or combine any job or department, operation or function, determine number and location of stations and the work to be done, methods or procedures used in performance of work, complement of employees needed or assigned to a particular function, and to maintain discipline among its employees.

Section 2-4

The District and B/C's representatives will "meet and confer," at times mutually agreed-upon by the parties for the purpose of discussing changes that impact this Memorandum of Understanding and are being contemplated by the District that may affect the employees.

Article III

Wages Rates and Step Advancements

Section 3-1

The District and B/C's agree to the following increases:

- Effective the first pay period following MOU approval by SCFPD Board of Directors all unit employees will receive a cost-of-living adjustment of 5% of base salary.
- Effective the first pay period following MOU approval by SCFPD Board of Director all unit employees will receive a one-time Off Salary Schedule Payment (OSSP) of \$1,500.

Section 3-2

Re-open Negotiations – In the event that the State of California enacts legislation that severely impacts the District's finances, both parties to this agreement agree to reopen the contract. In the event that new job classifications are created which should be covered by this bargaining unit, the parties agree to reopen the contract.

Section 3-3

The District will maintain at least a 20% differential between top step Captain and top step BC.

Section 3-4

Overtime –

- a) For the purposes of calculating overtime, the District has adopted an extended work period as authorized under section 207(k) of the FLSA. Specifically, the District declares a 24-day work period, with an FLSA overtime threshold of 182 hours in the 24-day work period for fire suppression/shift personnel, beginning at 7am on the first day of the work period.
 - District fire suppression/shift personnel in this unit who work in excess of 182 hours in the 24-day work period shall be compensated for hours worked above 182 shall be compensated at time and a half the regular rate of pay pursuant to the FLSA.
 - Scheduled overtime hours in a fire suppression/shift employee's regular duty cycle from 183 to 192 per work period shall be reported to CalPERS as compensation earnable as permitted by applicable law.
- b) Any District employees in this unit who are not fire suppression/shift personnel, but rather are assigned to a 7-day, 40 hour week (i.e. "40-hour personnel") shall be compensated at time and a half the regular rate of pay pursuant to the FLSA for hours worked in excess of 40 in the 7-day work period. Such work periods begin each week on Monday at 0800 hours, except in alternative work schedule situations (e.g. a 9/80 schedule.) Should such schedule be adopted or permitted by the District, a specific 7-day work period shall also be adopted for such schedule.

- c) An employee's "regular rate of pay" shall include all forms of remuneration required by the FLSA, including but not limited to incentive pays and cash-in-lieu of health care.
- d) Employees' regular rate of pay shall be calculated using the "salary methodology" as defined in 29 C.F.R. §§ 778.109 and 778.113.
- e) Use of accrued District paid leave (e.g. vacation, sick, CTO, trade time off) will be considered "hours worked" for purposes of determining overtime owed under this Agreement.
- f) Employees shall not work overtime except as specifically assigned by, or approved in advance by, the District.

Article IV

Benefits and Other General Conditions

Section 4-1

Employee Medical Examinations – To ensure that employees are able to perform their duties safely, medical examinations may be required. After an offer has been made to an applicant entering a designated job category, a medical examination will be performed at the District's expense by a health professional of the District's choice. The offer of employment and assignment to duties is contingent upon satisfactory completion of the exam. Current employees may be required to take medical examinations to determine fitness for duty. Employees shall schedule their annual medical physicals and follow-up appointments for a normal day off so not to impact daily Fire District Operations. The employee shall be compensated with (4) hours of overtime or the actual time spent if exceeding (4) hours.

Section 4-2

Medical examinations required for the appropriate California driver's license will be paid by the District if the examination is done by the District's medical examiner.

Section 4-3

Outside Employment – Employees wishing to hold outside jobs must provide prior notification and submit a Secondary Employment Form (Exhibit G) annually. The outside activity shall not have an adverse impact on their job performance. All employees will be judged by the same continued satisfactory annual job evaluation for their classification, and will be subject to the District's scheduling demands, or emergency recalls, regardless of any outside work requirements.

If the District determines that an employee's outside work interferes with performance or ability to meet the requirements of the Districts which are in effect, the employee will be asked to terminate the outside employment if he/she wishes to remain with the District. The employee shall reserve the right to grieve the decision through the grievance procedure.

Outside employment that constitutes a conflict of interest is prohibited. District employees may not receive any income or material gain from individuals outside the District for materials produced or services rendered while performing their jobs.

Section 4-4

Step Increase Upon Promotion – Any employee who is promoted to a position in a class allocated to a higher salary range than the class of position which he/she currently occupied shall receive the nearest higher salary in the new salary range, which salary shall not be less than five percent more than his/her former salary. Provided, however, that in no case shall the increases salary be more than the top step in the new range. For purposes of further annual increases within the salary range, the probationary period and performance evaluations will be changed to the date when the promotion was effective.

Section 4-5

Out-of Grade Compensation

When the District Battalion Chiefs are appointed to complete the required assignments and duties during the temporary vacancy of the Deputy Chief or Fire Chief classification the District will compensate the employee(s) 7.5% out of class pay during normal work hours of the vacant position once the appointment reaches a minimum 8 hours. Once the appointment reaches the minimum 8 hours the employee will be compensated on an hour-per-hour basis from the beginning of his appointment. Temporary appointment of a Battalion Chief to fill the Fire Chief or Deputy Chief position, shall be due to a retirement, demotion, resignation, approved medical leave or similar other action that results in the temporary vacancy of these District Management positions. In no event may an out-of-class assignment exceed 900 hours per fiscal year without specific approval by the Fire Chief (for the Acting Deputy Chief position) or the Board of Directors (for the Acting Fire Chief position).

The intent of this section is to ensure that employees are fairly compensated when the needs of the District require a formal out-of-class assignment. It is recognized that the Chief has sole discretion in selecting employees for any such assignment.

Section 4-6

DMV License Fees – DMV license fees (excluding Class C) required for performance of duties, shall be paid or reimbursed by the District. The District will not be liable for late fees not directly attributed to District action/inaction.

Section 4-7

Filling of Vacancies - When a vacancy occurs within the bargaining unit and there is an established eligibility list, the District shall fill that vacancy within 60 calendar days. When no list exist or in the case of new hires, the District shall endeavor to complete the process in 120 days. The parties recognize potential significant delays due to need for testing and 3rd party background checks. Additional time to fill vacancies may be mutually agreed upon.

The needs of the District and the impact to the remaining B/C's will be the determining priority when deciding when to fill a vacancy.

Section 4-8

Filling of Temporary Appointments

1. When the District makes a temporary appointment to the rank B/C, such temporary appointment shall be for a maximum period of 180 calendar days or less.
2. When the District makes a temporary appointment from the rank of B/C for a position outside of the confines of the B/C job description, such temporary appointment shall be for a maximum period of 180 calendar days or less.
3. Temporary appointments shall be filled from an existing promotional list if applicable. In the absence of such a list, the District will post a "Temporary Job Description" for the position and ask any qualified applicants from within the District to apply.
4. The "Temporary Job Description" shall list all pertinent information, e.g. work hours, job assignments, responsibilities, accountabilities, and salary (exempt or non-exempt).

Section 4-9

Emergency Coverage Pay

District Battalion Chiefs will receive time and half pay for any emergency incident coverage beyond their normal work hours. When Battalion Chiefs are required to cover the district, they will have the option to cover the district from their own residence unless otherwise directed by the Fire Chief or Deputy Fire Chief.

Section 4-10

Strike Team or Overhead Team Pay

Battalion chiefs who are called out of district as part of mutual aid assignments shall receive 1-1/2 time overtime up to the amount of the reimbursement, for all hours committed to the incident beyond their normal shift assignment hours. Battalion chiefs will receive normal base pay during their normal shift hours while committed to the mutual aid incident. Battalion Chiefs who are required to backfill for Battalion Chiefs assigned to Strike Team or incident generated coverage shall receive 1-1/2 overtime during the length of the required coverage.

Article V

Vacation

Section 5-1

Battalion Chiefs are eligible to earn and use vacation time described in this policy. Once accrued, vacation time becomes annual leave and is taken according to policy.

Staff employees – those that work 40-hour work week

Shift employees – those that work 56-hour work week

Vacation time and Holiday time are accrued on different schedules.

Section 5-2

There is no minimum charge against accumulated vacation leave. Vacation leave shall be compensated at the employee’s base rate of pay.

Section 5-3

Vacation Earning Schedule

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule. Rates of accrual are shown for both staff and shift employees.

Years of Service	Staff Accrual			Shift Accrual		
	Days	Hours	Rate	Shifts	Hours	Rate
0 to 5 years	10.3	103	3.96	6	144	5.54
6 to 10 years	13.7	137	5.27	8	192	7.39
11 to 15 years	17.2	172	6.62	10	240	9.23
16 to 20 years	22.3	223	8.58	13	312	12.00
21 and above	24.0	240	9.23	14	336	12.92

Vacation Rate Accruals

Year of Hire				
1-5 Accrual Rate	6-10 Accrual Rate	11-15 Accrual Rate	16-20 Accrual Rate	21 + Accrual Rate
1975	1980	1985	1990	1995
1976	1981	1986	1991	1996
1977	1982	1987	1992	1997
1978	1983	1988	1993	1998
1979	1984	1989	1994	1999
1980	1985	1990	1995	2000
1981	1986	1991	1996	2001
1982	1987	1992	1997	2002
1983	1988	1993	1998	2003
1984	1989	1994	1999	2004
1985	1990	1995	2000	2005
1986	1991	1996	2001	2006
1987	1992	1997	2002	2007
1988	1993	1998	2003	2008
1989	1994	1999	2004	2009
1990	1995	2000	2005	2010
1991	1996	2001	2006	2011
1992	1997	2002	2007	2012
1993	1998	2003	2008	2013
1994	1999	2004	2009	2014
1995	2000	2005	2010	2015
1996	2001	2006	2011	2016
1997	2002	2007	2012	2017
1998	2003	2008	2013	2018
1999	2004	2009	2014	2019
2000	2005	2010	2015	2020
2001	2006	2011	2016	2021
2002	2007	2012	2017	2022
2003	2008	2013	2018	2023
2004	2009	2014	2019	2024
2005	2010	2015	2020	2025
2006	2011	2016	2021	2026
2007	2012	2017	2022	2027
2008	2013	2018	2023	2028
2009	2014	2019	2024	2029
2010	2015	2020	2025	2030
2011	2016	2021	2026	2031
2012	2017	2022	2027	2032
2013	2018	2023	2028	2033

Note: Accrual rates are based on anniversary date.

Section 5-4 Cash out of vacation leave, see Section 7-2.

Article VI

Annual Leave

Section 6-1

All vacation leave and holiday leave for the calendar year will be granted on a proportional share, based on 26 pay periods per year. The annual maximum cap will be 600 hours for 40-hour Battalion Chiefs and 833 hours for 56-hour shift employees. Calculation for the cap will not include annual leave time accrued prior to consolidation (Old Bank).

Section 6-2

Any personal whose annual leave bank goes over the “cap” will meet with the Fire Chief or their designee and formulate a plan to reduce the bank below the “cap”. Employees whose annual leave bank is nearing the “cap” will make every effort to stay below the “cap”. Employees who are at or over the cap will still earn annual leave at their appropriate rate, as long as they meet with the Fire Chief or their designee to come up with a plan and abide by the plan for the reduction. Employees who are at or over the “cap” and have not met with either the Fire Chief or their designee to put a plan in place, or are not adhering to the plan, will no longer accrue vacation and holiday time until such time as the hours are brought back under the “cap”.

Section 6-3

All time credited through vacation will be termed “Vacation Leave”. All time credited through holiday accrual will be termed “Holiday Leave”. Both can be used toward voluntary time off. Scheduling of time off will be done per District policy. Leave shall not be unreasonably denied. However, emergency activity may cause interference. The District shall not cancel a pre-approved vacation for the purpose of avoiding overtime. No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance, per Section 6-2.

Section 6-4

In the event that available annual leave is not used by the end of the benefit year, employees may carry over unused time forward to the next benefit year. Calculations of an employees’ accrual will be done per pay period by administrative personnel. However, it will be the responsibility of each employee to track and manage their annual leave to prevent cessation of accrual.

Section 6-5

Upon termination of employment, employees will be paid for unused annual leave that has been earned through the last day of work, at their regular hourly base rate of pay.

Article VII

Holidays

Section 7-1

The District will recognize the following holidays:

- New Year's Day (January 1)
- Martin Luther King Jr. Day (third Monday of January)
- Presidents Day (last Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- Christmas Day (December 25)

Each holiday will be at the rate of 24 hours or 216 hours annually for shift, and 17 hours or 154 hours annually for staff personnel. Accrual rates will be 8.31 hours for shift and 5.93 hours for staff personnel per pay period.

Section 7-2

An election opportunity will be held each year in June, at which time employees will have the opportunity to make an irrevocable election to cash-out vacation or holiday hours that are scheduled to accrue during July 1 through June 30 of the next fiscal year ("Accrual Period"). Employees may elect to cash out up to a maximum of 291 hours for 40-hour personnel or 408 hours for 56-hour personnel of vacation or holiday time that will accrue during the Accrual Period, paid at straight time. However, those employees electing to make a cash-out must elect to cash-out a minimum of 57 hours for 40-hour personnel or 81 hours for 56-hour personnel.

Employees may not elect to cash-out vacation or holidays that have already been accrued at the time of the election. An employee must submit a new election for every period in which he or she wishes to cash-out vacation or holiday hours accruing in a subsequent period. Due to IRS regulations, elections will not carry over from one period to the next. The election form will be made available in June by the HR Director.

The elected cash-out for the Accrual Period will be paid concurrently with the last pay date of the Accrual Period. If vacation and/or holiday hours that accrued during the Accrual Period are less than the amount elected by an employee, the District will adjust the election accordingly. Holiday pay that is cashed-out, no less frequently than once a year, in the same year in which it is earned shall be reported to CalPERS as special compensation pursuant to Section 571(a)(5) of Title 2 of the State of California Code of Regulations.

Special compensation items must meet the definitions listed in 571 (a) as well as the criteria listed in 571 (b) to be reported to CalPERS.

Section 7-3

Holiday Hour Opt Out Option

Permanently assigned 40-hour employees shall have an option to NOT earn holiday hours. If they choose this opt out option, they shall be entitled to a 7.4% increase in their base pay. Employees will not have the option to switch back and forth between the opt out option after making the selection. Any of the District’s recognized holidays listed in section 7-1 above, would require the employee to either, (a) work as normal (b) use any accrued leave bank. **See Exhibits “”A”” for current salary schedule information.

Article VIII

Sick Leave Benefits

Section 8-1

The District provides paid sick leave benefits to all eligible employees for periods of temporary absence due to non-occupational illnesses or injuries.

Section 8-2

For existing employees, hired before April 9, 2020, shift employees will accrue sick leave benefits at the rate of 18 hours per month, 40-hour personnel will accrue 12 hours per month. Accrual rates will be 8.31 per pay period for shift and 5.53 per pay period for 40-hour. All employees’ use of sick leave will be charged at the rate of 100 percent of actual time taken. Unused sick leave benefits will be allowed to accumulate.

For new employees to, District hire date after April 9, 2020, shall accrue sick leave as follows. 56-hour employees will accrue sick leave benefits at the rate of 11.2 hours per month, 40-hour employees will accrue at the rate of 8 hours per month. Accrual rates will be 5.17 per pay period for 56-hour personnel and 3.69 per pay period for 40-hour. All employees’ use of sick leave will be charged at the rate of 100 percent of actual time taken. Unused sick leave benefits will be allowed to accumulate.

Existing employees	New hires
(Hired before 4/9/2020)	(Hired after 4/9/2020)
56 Hour.....18 hour	56 Hour11.2 Hours per month
40 Hour.....12 hour	40 Hour.....8 Hours per month

Section 8-3

Paid sick leave can be used in minimum increments of an hour. Eligible employees may use sick leave benefits for an absence due to their own illness or injury or that of a family member as defined under Labor Code section 245.5 as it may from time to time be amended.

Section 8-4

Employees who are unable to report to work due to illness or injury must notify the Fire Chief or their designee at least one hour prior to the start of the employees scheduled tour of duty. It is the responsibility of the employee to keep the Operations Fire Chief or their designee informed as to a continued absence beyond the first day during a prolonged illness. The employee must notify the Fire Chief or their designee if it is the employee or an eligible family member that is ill or injury, per Section 8-3. The employee does not have to disclose the nature of the illness or injury.

Section 8-5

Sick leave hours are intended solely to provide income protection in the event of illness or injury and may not be used for any other absence.

Upon termination or departure from employment with the District (not resulting from retirement, death, the creation of a joint powers authority in which the District is a member, or the merger or consolidation of the District, etc.), 25% of unused sick leave shall be cashed out to the employee. Remaining unused sick leave shall be forfeited.

In the event the District enters into a joint powers agreement, merger, consolidation, etc. with another agency(cies) and, as a result, an employee is no longer employed by the District, the District and the Union agree to meet and confer for the purpose of addressing how then existing unused sick leave accruals (banks) shall be allocated. Subject to applicable laws, the District and Union's preference is that such sick leave shall be contributed to a retiree health savings account to be used to reimburse the cost of retiree health insurance or converted to additional service credit for retirement purposes.

Upon retirement from District service or death while in District service, the employee's unused sick leave accrual shall be converted to additional CalPERS service credit. If the conversion of an employee's unused sick leave to service credit would result in service credit in excess of the 90% ceiling for local safety members, only the amount of unused sick leave needed to reach the applicable ceiling will be certified to CalPERS. For employees hired on or before July 1, 2017, the remaining unused sick leave will be cashed out to the employee in amount not to exceed 25% of the value (calculated at the employee's hourly rate at the time of the cash-out). The percentage in the preceding sentence will be reduced to 20% for employees hired after July 1, 2017 and will be reduced to zero for employees hired on or after April 9, 2020.

Section 8-6

If an employee is ordered by a doctor to be off work, the employee shall obtain a written order from the doctor stating:

1. The date the medical leave is to start
2. The reason for the medical leave
3. The date the employee can return to work, or date of next scheduled visit

It shall be the employee's responsibility to ensure that the written medical leave form be delivered to Headquarters Station so that it, or a copy of it, is placed in their personnel file. This must be done prior to the next scheduled work shift. Shift personnel must also immediately notify the Fire Chief or their designee so that adjustments to staffing can be accomplished if needed.

Section 8-7

When the absence exceeds 40 hours for staff personnel or two (2) or more consecutive tours for shift personnel, the employee shall provide a completed Sick Leave Affidavit and Physician's Certification Form to the Fire Chief or their designee, with the physician indicating satisfactory proof of illness or injury. Certification of illness or injury will be required upon return to duty, as per policy. Failure to provide satisfactory certification of illness or injury in a timely manner will result in termination of said benefits for the time off.

An employee must submit a Sick Leave Affidavit and Physician's Certification Form, whenever sick leave surpasses two-hundred and eighty-eight (288) hours two-hundred and six (206) for 40-hour personnel in a fiscal year. The Fire Chief or their designee may waive the requirement to have a physician sign the form based on the circumstances surrounding the need for sick leave use. This waiver must be approved by the Fire Chief or their designee when calling in requesting sick leave use. The Sick Leave Affidavit and Physician's Certification will be required upon return to duty, as per policy. Failure to provide the Sick Leave Affidavit and Physician's Certification Form in a timely manner, will result in termination of said benefits for the time off.

Management has the right to require certification of illness or injury at any time from employees participating in a personnel improvement plan regarding attendance, or if a pattern of misuse is suspected.

Management will also take into consideration long-term illnesses or injuries affecting Sick Leave Affidavit and Physician's Certification Form requirements. The Fire Chief or their designee may waive the requirements to have a physician sign the form, based on the circumstances surrounding the need for the sick leave use and the long term illness or injury. This waiver must be approved when calling in requesting sick leave use.

All expenses regarding the Sick Leave Affidavit and Physician's Certification will be the employee's responsibility.

Any employee who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying benefits will be denied benefits received as a result of the false information, and will be subject to disciplinary action up to and including termination.

Article IX

Retirement

Section 9-1

The District has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits for District employees. The District has amended its contract with CalPERS to reflect the provision of the 3% @ 50 retirement program. These benefits shall remain unchanged for all employees hired prior to January 1, 2013. Effective the first full pay period following April 9, 2020 employees who are classified by CalPERS as Classic employees agree to a cost share of an additional three percent (3%) for a total contribution of 12%. The employee member contribution is 9%. An additional cost sharing pension contribution of three percent (3%) shall initially be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f). As soon as administratively feasible the District shall implement a PERS contract amendment to reflect the additional three percent (3%) cost share agreement, for a total member contribution of 12%. This pension contribution shall extend beyond the expiration of this MOU and shall constitute the status quo ante for all future negotiations. Should the District reach agreement with Local 3399 or any other current or future Classic Safety CalPERS member after April 9, 2020 and that agreement provides for a CalPERS employee contribution less than currently paid by the B/Cs, the B/Cs contribution rate shall be equal to the amount paid by Local 3399 or any other current or future Classic Safety CalPERS member.

Employees hired on or after January 1, 2013 who are deemed “new members” by CalPERS are subject to the Public Employees’ Pension Reform Act of 2013 (PEPRA), including the 2.7% at 57 retirement formula and a mandatory employee contribution equal to 50% of normal costs as determined by CalPERS on an annual basis. However, employees hired on or after January 1, 2013 who are deemed classic members by CalPERS are subject to the same retirement benefits available to employees hired prior to January 1, 2013.

Other amendments in the District’s CalPERS contract include the fourth level of 1959 survivor benefits pursuant to Government Code Section 21574, and the one-year final compensation period pursuant to Government Code Section 20042. However, employees deemed “new members” by CalPERS are subject to a three year final compensation period pursuant to Government Code Section 7522.32.

The District has also amended its CalPERS contract to add provisions pursuant to Government Code

Section 20965, which provides for the conversion of unused sick leave to additional service credit, at no additional cost to employees. Under the District's CalPERS contract, 8 hours of unused sick leave equals one workday and 2000 hours equals 1 year of service credit.

An employee may also elect to purchase up to four years of service credit for any active military or merchant marine service performed prior to employment with the District as outlined in Government Code Section 21024. Employees may be eligible for other opportunities to purchase service credit through CalPERS associated with prior service. Interested employees should contact CalPERS for more information.

Section 9-2 Deferred Compensation Plan

The District shall provide for a deferred compensation plan pursuant to Section 457(b) of the Internal Revenue Code pursuant to which employees shall be permitted to voluntarily defer a portion of his or her compensation, subject to the provisions of Section 457(b) of the Internal Revenue Code,

Article X

Bereavement Leave

Section 10-1

If an employee wishes to take time off due to the death of an immediate family member, the employee must notify the Fire Chief or their designee immediately.

Up to three consecutive shifts or 72 hours per event for shift personnel and five days or 40 hours per event for staff personnel; of paid bereavement leave will be provided to eligible regular full-time employees, excepting workers compensation leave.

An employee may, with the Fire Chief or their designee's approval, have bereavement leave extended as necessary, with appropriate use of accrued leave time.

Section 10-2

The District defines an immediate family member as the employee's spouse, domestic partner (as registered with the State), parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

Article XI

Rights of the Employees

Section 11-1

The District and the B/C's agree that nothing in this Memorandum of Understanding is intended to deny the B/C's or its represented members of any applicable rights or privileges granted under Federal, State, County, District or Local law.

Article XII

Education

Section 12-1

This section applies to all *fire service* related educational tracks which may include, but not limited to, Chief Officer certification, Executive Fire Officer Program, Associates, Bachelors and Masters accredited classes.

Each January all Battalion Chiefs shall meet separately with the Fire Chief or their designee to identify the individual's educational goals for the upcoming calendar year. The Fire Chief or their designee will evaluate the content of the educational track to ensure it meets the intent of the District to willingly support education that mutually benefits the District and the individual. Other educational opportunities presented throughout the year will be evaluated by the Deputy Chief to ensure mutual benefits. Each Battalion Chief must submit an education plan annually.

The District agrees to cover *approved* educational opportunity by incurring the cost of tuition, capped at \$800.00 per year, for lodging, incidentals and daily per diem meals as authorized by the State of California and found within the following web address: (<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>). In turn, the student agrees to reimburse the District all incurred costs for early withdraw, unsuccessful completion or expulsion from the class. The employee must arrange his/her own time off.

District education reimbursement limited to a total of \$800.00 per employee per year for section 12-1. There shall be no additional educational reimbursements.

Section 12-2

The District and the Battalion Chiefs agree to the following educational incentive program.

Education Incentive Plan is as follows: (Only one is applicable)

CSFM Chief Officer Certification	2.5% of base pay or
AA/AS Degree	2.5% of base pay or
BA/BS Degree	5% of base pay or
Master's Degree	5% of base pay or

To receive the education incentive the employee must provide a copy of the CSFM Chief Officer Certification and/or a copy of the degree from an accredited college to the District. A conformation letter will be sent to the employee confirming the date when the incentive will become effective.

Any dispute arising from the accreditation determination will be decided between a panel consisting of one member from management, a representative from the Battalion Chiefs and a representative from the SCFPD Board of Directors.

All education incentives are to be paid as part of the normal bi-weekly payroll process and shall be considered PERSable income for retirement purposes as permitted by the law.

Section 12-3

The parties agree that off duty voluntary attendance at non-required training courses, for the purpose of individual career advancement shall not be counted as work time, even though the District may pay for all or part of such training.

Section 12-4

Strike Team Leader

BC's must have taken the Task Force/Strike Team Leader All Risk S-330 AR Course and have applied to open their Strike Team Leader Task Book by the end of their probationary year within the position.

Emergency Medical Technician (EMT)

Battalion Chiefs must maintain current EMT qualifications as set forth by the governing agency.

Article XIII

Uniform Allowance

Section 13-1

The Battalion Chiefs shall receive a uniform allowance of \$1,500.00 per fiscal year. The allowance will be disbursed as a bi-weekly allowance of \$57.69 paid per pay period and received each pay day.

The purpose of this allowance is to fund the purchase and maintenance of those items required to maintain compliance with the District's uniform policy.

All new hires from outside the District will be allocated \$500.00 for the purpose of purchasing required uniforms and appropriate accessories on their first paycheck. Beginning with their second paycheck they will start receiving the \$57.69 stipend. Uniform allowance is considered PERSable and appropriate deductions for retirements shall occur.

Section 13-2

The District will replace wildland safety boots when damaged on duty or on emergency situations.

Section 13-3

The items required to maintain compliance with the District's uniform policy may be changed during the duration of this MOU with approval from the Fire Chief and the B/C's.

Section 13-4

The District will provide the following items, one time, at no cost to the membership:

Class A jackets new style long model 1370dn

Class C Shirts BDU style shirt: 5.11 TDU long sleeve only #72002-724 or #72054-724 Dark Navy

Class C repel belt NFPA approved belt CMC #202422 or current equivalent.

Article XIV

Seniority & Layoffs

Section 14-1

Management seniority starts at the promotion/hire date to the job classification. Seniority for management positions will always be from date of appointment or time in the position/classification. For layoff purposes, employee's seniority will be based on the amount of total continuous service with the District in a full-time position. Those employees employed at the time of consolidation are credited with seniority from the agency at the time of consolidation. In an affected seniority progression line, that employee with the least total continuous service shall be first separated.

Written Notice- Written notice of layoff shall be served on affected employees in person or by certified letter mailed to the last address on file with the Administration Division. Notice will be served or mailed at least 21 calendar days prior to the effective date of the separation. Notice shall be deemed served when given in person or upon return of delivery receipt or receipt showing attempted delivery.

Section 14-2

For a period of one year from the effective date of layoff, no regular position in the affected classification in the department involved shall be filled without first providing employees possessing rights to re-employment with an opportunity to be rehired. Re-employment lists shall be in inverse order of lay-off with the most senior employee from amongst those laid-off rehired first. Such re-

employment would be at the same salary step or the salary range assigned such classification and with the same seniority as the employee had earned at the time of lay-off. Benefits paid out at the time of separation such as vacation or sick leave may be bought back at the employee's expense.

Written notice of the re-employment opportunity shall be sent by certified mail to the last known address of the former employee. The former employee shall have 14 calendar days to respond to the notice. This time period will commence upon the District's notification of receipt of certified or registered mail notification.

Section 14-3

Whenever in the judgment of the Board of Directors, it becomes necessary in the interest of the economy or the necessity for a position to no longer exist, the Board of Directors may abolish a position of classification, and if necessary, reduce personnel by laying off employees without the filing of disciplinary charges and without granting the employee(s) the right of appeal except as accorded in these provisions.

In reducing the number of employees, the order of separation shall be based on seniority as herein specified. Seniority will be based on the current seniority list.

Section 14-4

Employees in the same classification shall be separated by seniority with the least senior employee being laid off first. There will not be any ties in seniority. If more than one person is hired at the same time, then a lottery method will be used to determine seniority. The following are the different types of appointments and the layoffs of personnel shall be in this order.

1. Probationary
2. Regular Full-Time

Section 14-5

Seniority will be based on the current seniority list. The District will meet and confer with the B/C's over the impact of a reduction in force.

Article XV

Work Schedules

Section 15-1

The normal work schedule for all shift employees is an average 56 hours per week, working a 24-day work cycle. All scheduled time is to be considered as time worked. BC's may be assigned to a 56 hour or 40-hour work schedule.

Section 15-2

Staff employees normal work schedule is a 40-hour week. Employee's will normally begin at 0800 hours each day and conclude the workday at 1700 hours with a one-hour lunch. Staff flex - time employees will begin the workday at 0700 hours each day and conclude the workday at 1800 hours with a one-hour lunch. Flex-time schedule will be implemented and sustained at the option of the Fire Chief or their designee.

Section 15-3

Shift personnel will work 2 on and 4 off schedule. The schedule will consist of working on consecutive 24-hour shifts and then being off duty four consecutive 24-hour shifts. This will be known as the 48/96 work schedule. The two consecutive 24-hour shifts worked will be known as a tour.

Section 15-4

Shift personnel will begin their shift at 0700 hours and conclude their shift 24 hours later at 0700 hours. Lunch will begin at 1130 hours and end at 1300 hours. When shift personnel work a full tour, they must be up, dressed and ready to perform their duties at 0800 hours at the start of their second shift.

Section 15-5

When operating requirements or other needs cannot be met during regular working hours, employees may be expected to work the additional time needed to complete the assignment. The Fire Chief may approve overtime for some work assignments. All overtime work must receive the Fire Chief's or their designee's prior authorization. The B/C's are designees to administer the filling of overtime for those positions they represent.

Section 15-6

B/C's will receive time and half pay for all hours worked above the normal assigned work schedule. This includes strike team and overhead assignments for both in-county and out-of-county responses.

Article XVI

Grievance Procedure

Section 16-1

It is the intent and purpose of this Article to provide for the presentation and adjustment of employee grievances. The District and the B/C's agree that employees in the bargaining unit shall have the right to use the following procedures to grieve matters involving the interpretation and application of specific provisions of this Memorandum of Understanding. "Working day" shall be defined as Monday through Friday 0700 hours to 1800 hours. A grievant may have a representative present at any step of the grievance process.

Step 1

When an employee has a grievance, he/she shall contact the Supervisor in an attempt to resolve the problem. At the request of the employee, the B/C's representative shall be present. It is the intent of the District that B/C's representation be provided expeditiously during the workday it is requested when the needs of the operation permits. The District representative shall give an answer by the next regularly scheduled workday. Grievances settled in the first step shall not be precedent-settings with respect to the immediate grievance or to any other grievances nor in any manner establish a precedent or any subject matter which is binding on either party.

Step 2

If the grievance is not settled at Step 1, the grievant must submit the grievance in writing to the Fire Chief or their designee within five (5) working days. The Fire Chief or their designee shall respond with a written answer within (5) working days. If the Fire Chief or their designee does not respond within the time frame, the grievant shall have the right to proceed to the next step.

Step 3

If no agreement can be reached in Step 2, the grievance may be submitted to the Board of Directors Grievance Committee. The committee will be comprised of up to two Stanislaus Consolidated Fire Protection District Board Members. The grievant has a maximum of five (5) working days from receipt of the response from the Fire Chief or their designee to submit the grievance in writing to the Grievance Committee. The Grievance Committee shall render a decision thereon in writing within five (5) working days of the receipt of the writing grievance.

Step 4

If no agreement can be reached in Step 3, the grievance may be submitted in an Adjustment Board. The Adjustment Board shall be comprised of the (1) B/C's representative, one (1) management representative and one (1) representative from the State Mediation and Conciliation Service. The State Mediation and Conciliation Service will be requested to send list of at least five (5) qualified arbitrators. The B/C's and the District will mutually agree to select one of the arbitrators from the list. If an agreement is unable to be reached, each party shall alternately strike one name from the list and the last remaining name shall serve as arbitrator. The first party to strike a name shall be determined by toss of a coin. It shall be understood in disputes involving interpretation of the MOU, that the arbitrator will only interpret this Memorandum of Understanding and will not have the power to add to, delete from, or amend any part of this agreement. All fees and costs of the arbitrator and court reporter, if any, will be shared equally. The decision of the Adjustment Board shall be final and binding on all parties.

Section 16-2

Any of the time requirements in the above Steps 2 through 4 may, upon request of either party, be extended by mutual agreement.

Section 16-3

Any grievance must be filed promptly but in no event later than five (5) working days after the occurrence of the event grieved or it shall be deemed to have been waived by the aggrieved party, provided however:

1. Such five (5) day working period may be extended for a period not to exceed ten (10) working days upon mutual agreement.
2. No claim shall be made for retroactive adjustment of any grievance prior to five (5) working days from the date of filing the grievance.

Time limits herein provided may be extended by mutual agreement between the parties. Vacation periods, authorized leaves of absence, holidays, FMLA and/or sickness will be excluded from the time limits as set forth.

It is understood and agreed that in the event of failure on the part of the District to answer any grievance within the prescribed period of time set forth above, the B/C's shall have the right to appeal to the next step without a decision unless the time requirement has been extended by mutual agreement.

Section 16-4

It is recognized that the nature of the grievance may be such that its initiation at a step above Step 1 is appropriate. In such cases, the District and the B/C's may agree to grievance initiation at a higher step of this grievance procedures.

Section 16-5

For purposes of communication regarding Steps 2 through 4 of the grievance procedure, both parties/sides involved with the grievance will openly communicate the best methods for delivering and responding to the grievance. Every effort will be made to ensure the other party knows when a response has been sent. Every effort should be made to ensure both sides understand the timeline(s) involved. Examples are e-mail, federal mail system, hand delivery, etc. followed up with a page, phone call or face-to-face of the response being sent.

Section 16-6

Notification: A grievance shall be submitted in writing and shall include, at a minimum:

1. Nature of the grievance
2. Date when the incident occurred
3. Description of the incident
4. Rule or policy violated, and

5. Specific remedy sought by the employee(s)

Article XVII

Specialty Pay

Section 17-1

Hazard Premium-Specialty Team Program

The District and the B/C's agree that those members who volunteer and have demonstrated proficiency for qualification and obtain the necessary certification/continuing education, are eligible for consideration of appointment to the District Specialty Team(s). Members who have volunteered may be selected for the team and upon providing verification of the required training will be eligible for compensation. Those employees who continue to renew their training and remain active members assigned to their respective team(s) shall be paid as part of the normal bi-weekly payroll process and shall be considered PERSable income for retirement purposes as permitted by law. Team members shall be responsible for meeting all training hour requirements.

Stipends are as follows:

- First Team: \$1,000 Stipend
- Second Team: \$500 additional Stipend

The District recognizes the following teams:

- Hazardous Materials
- Swiftwater

The current Specialty Team maximums are as follows:

- Hazardous Materials: 15 Team Members
- Swiftwater: 40 Team Members

Hazardous Materials team members will receive an additional \$50,000 in term life insurance.

Section 17-2

Technical Rescue Program(s)

The District agrees that should an additional program(s) become fully operational during the term of this agreement, the contract would be reopened to discuss related specialty pay.

Section 17-3

Specialty Team Incentive (2007 Addendum)

Battalion Chiefs who obtain and maintain current certifications for district or county based specialty teams shall be compensated to current stipends and packages as labor team members. Battalion

Chiefs will be held to the same certification and training standards as counter-part members as well as being held responsible to maintain current qualifications to remain on specialized teams.

Members to these teams shall be on a voluntary basis and shall not impede with day to day performance of the District Battalion Chief and their duties.

Article XVII

Leaves of Absence

Section 18-1

Family Care Leave (FMLA)

The District shall comply with both State and Federal laws providing for employee leaves for family and medical care as regulated by the State of California Fair Employment and Housing Commission and the Federal Department of Labor.

Section 18-2

When and if the District reaches fifty (50) employees, family leave will provide that after completion of one full year of service (and having worked at least 1,250 hours during the twelve (12) months preceding the leave), an employee may take an unpaid family leave of up to twelve (12) weeks in a twelve (12) month period for the following covered events:

1. The birth, adoption or foster placement of a child;
2. The employee's own serious health condition; or
3. The serious health condition of the employee's child, parent or spouse

After a continuous absence of thirty (30) calendar days for any covered event described herein, the employee shall be placed on family leave. While on family leave, an employee may elect to utilize any accrued vacation, holiday or compensating time off. Accrued sick leave may only be used for the period of an employee's actual illness/injury or when authorized for the employee's care of a critically ill child, parent or spouse. While on family leave, the District shall continue to pay contributions towards the employee's health, dental and vision plan at the same rate it did while the employee was on active status unless the employee chooses to discontinue coverage. State law provides that family leave is separate and distinct from pregnancy disability leave. All Federal laws and guidelines must be followed regarding FMLA Leave. District Policy/Procedure will detail the regulations set forth regarding appropriate utilization and documentation of FMLA.

Effective January 1, 2018, the District currently provides up to twelve (12) weeks of unpaid parental leave to eligible employees to bond with a new child within one year of the child's birth, adoption or foster care placement. Eligible employees are those that who have completed one full year of service (and having worked at least 1,250 hours during the twelve (12) months preceding the leave). This leave does not apply to those employees covered by FMLA or CFRA leave (which applies if the

District employees more than 50 employees and provides similar bonding leave benefits). Employees should refer to the District's New Parent Leave Act policy for specifics about this bonding leave.

Section 18-3

Pregnancy Disability Leave

The District also provides pregnancy disability leave and accommodations in accordance with state law. In general terms, a pregnant employee is entitled to take a pregnancy disability leave for the portion of the pregnancy and the time following delivery during which the doctor determines she is disabled (not to exceed four months). Employees should refer to the District's Pregnancy Disability Leave policy for specifics.

Section 18-4

Such an employee may elect to take accrued vacation, compensation time, sick leave or leave without pay during the period of disability. Reinstatement subsequent to pregnancy disability leave of absence shall be to the same classification from which leave was taken.

Section 18-5

Personal Leave

Eligible employees may request personal leave only after having completed the new hire probationary period. As soon as eligible employees become aware of the need for personal leave of absence, they must request a leave from the Fire Chief or their designee. Personal leave is unpaid leave.

Section 18-6

Personal leave may be granted for a period of up to 14 calendar days annually. If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension of no more than seven calendar days.

Section 18-7

Requests for personal leave will be subject to the Fire Chief's discretion and will be evaluated based on a number of factors, including anticipated workload requirements and staffing consideration's during the proposed period of absence.

Section 18-8

Personal leaves will be subject to the terms, conditions, and limitations of the application plans. The District will continue to provide health insurance benefits for the full period of the approved personal leave.

Vacation, sick leave, and holiday benefits will not continue to accrue during the approved personal leave period.

Section 18-9

If an employee fails to report to work promptly at the expiration of the approved leave period, the District will assume the employee has resigned.

Section 18-10

Military Leave

Any employee who is granted a military leave of absence to serve in the Armed Forces of the United States shall have his/her seniority continued as if the person has remained on the District payroll. The employee shall be reinstated from the military leave of absence at the same salary range that he/she would have been eligible to receive had he/she been on the job. Military leaves of absence will be governed by the provisions of the Military and Veterans Code of the State of California, Section 39 et seq and the federal Uniformed Services Employment and Reemployment Rights Act (USERRA).

Article XIX

Shift Assignment

Section 19-1

Employees within a classification shall be assigned to a shift at the Fire Chief's Discretion.

Article XX

Staffing Levels

Section 20-1

Daily Staffing

There will be a minimum staffing level of one Duty Chief on-duty each day. The Battalion Chiefs are primary for fulfilling this responsibility; however the position may be filled by another Chief Officer or an "acting" position. The District and the B/C's understand that this does not negate management's right of developing staffing levels, but in fact reinforces the commitment to staff the District in a safe manner.

Article XXI

Medical, Dental, Vision and Life Insurance

Section 21-1

Medical, Dental, Vision

The District agrees to continue providing medical, dental and vision care coverage at no cost for employees and their eligible dependents. A cafeteria plan will be offered for enhanced medical/dental/vision options. District agrees to meet & confer prior to any benefit change, as well as to continuously work to find increased/differing levels of coverage.

Upon retirement, retirees will be eligible to participate in Medical, Dental and Vision plans sponsored by the District, provided that the retirees pay the entire premium for the selected plan, (the District pays nothing). Retirees are responsible for adhering to all rules and regulations regarding the offered plans.

For employees hired on or before July 1, 2017, upon retirement from District service or death while in District service, the District will contribute an amount equal to the value of 50% of the employee's unused sick leave accrual to a retiree health savings account to be used to reimburse the retiree's, or his or her eligible dependent's, expenses for medical, dental and vision benefits pursuant to applicable plan documents, laws and regulations. The percentage in the preceding sentence will be reduced to 35% for employees hired on or after July 2, 2017 and on or before January 1, 2018, and to 25% for employees hired on or after January 2, 2018 and on or before January 1, 2020. This contribution will no longer be offered for employees hired after January 1, 2020. It is understood that this contribution shall not constitute a conversion of unused sick leave. Rather, unused sick leave shall be merely used as a variable in calculating the amount of contributions that the District will make to a retiree health savings account on behalf of eligible employees.

Section 21-2

Waiver of Medical Benefits

Should a permanent member be able to provide proof that they have on-going medical insurance through a spouse or domestic partner that is at a minimum equal to that provided by the District, they may elect to withdraw from the Fire District's medical plan. Employees withdrawing from the plan may elect to have 50% of the cost of the lowest plan to District provides at no cost to the employee paid bi-weekly as a cash benefit (cash benefits shall be subject to taxation).

To remain eligible for this benefit, employees must annually provide to the District proof of medical coverage through another employer (e.g. spouse's or parent's employer). Should the employee at any time elect to exit or re-enter the District's health plan, they can only do so during an open enrollment period or qualifying event.

Section 21-3

Life Insurance

The District agrees to provide term life insurance for all represented personnel in the amount of \$100,000.00 at no cost to the employee.,

Note that employer provided group term life insurance in excess of \$50,000 for employees is considered by the Internal Revenue Service to be a benefit that is taxable as income. The Internal Revenue Code requires employers to calculate taxable income for employees that receive more than \$50,000 in term life coverage, which must be reported on the employee's W-2 form.

Section 21-4

Medical Exams

BC's shall schedule their annual medical physical for a normal day off, thus they are to be compensated with (4) hours of overtime or the actual time spend if exceeding (4) hours.

Section 21-5

CENTRAL VALLEY RETIREE MEDICAL TRUST

MONTHLY EMPLOYER CONTRIBUTION AMOUNT. The Stanislaus Consolidated Fire Protection District (hereafter, the "District") and the Battalion Chiefs bargaining unit agree that the District shall contribute an amount of \$100.00 per month per Battalion Chief employee on a pre-tax basis to the Central Valley Retiree Medical Trust (hereafter, the "Trust") pursuant to the requirements in Section 2, "Remittance of Contributions" below. The monies contributed to the Trust fund shall only be used for retiree medical expenses (including health insurance premiums, health services, and medical supplies) and/or reasonable administrative expenses therefor. The employee shall not have the option to receive a cash payout of the employee contribution to the Trust in lieu of the transfer to the Trust.

REMITTANCE OF CONTRIBUTIONS. The District shall remit the above monthly contributions to the Trust for the duration of the Memorandum of Understanding. Those contributions shall be remitted monthly, in one aggregate transfer to the custodian of the Central Valley Retiree Medical Trust within 10 days. In addition, the District shall submit a monthly list of contribution employees to the Plan Administrator, Delta Health Systems, P.O. Box. 2487. Stockton, CA 95201 Fax (209) 940-5255, Email: aaguirre@deltafund.com.

This District hereby acknowledges receipts of the Trust Agreement governing the Trust and will comply with rules set by the Trust Office in regard to reporting and remitting the required contributions set forth above.

Article XXII

Stress Counseling (Employee Assistance Program)

Section 22-1

The District has contracted for services for the employees for Counseling and Stress Debriefing. These services include employee counseling and Critical Incident Stress Debriefing (CISD) at the District's expense. Generally the employee may have three visits prior to referral to another program. Details for this program are available from management.

Article XXIII

Donation of Accrued Leave Time

Section 23-1

Periodically the serious illness of a District employee has provoked a response for fellow employees seeking to be able to donate accrued annual leave time to their fellow employee. Personnel policy permits the transfer of hours credit for paid time off benefits, annual leave, upon the approval of the Fire Chief of designee, on an hour-for-hour basis, regardless of salary differences. No donated leave time will be allowed to be cashed out by the employee receiving the donated time.

Article XXIV

Long-Term Disability Insurance

Section 24-1

The District agrees to pay the member's contribution to the California Association of Professional Firefighters Long-Term Disability Plan.

Article XXV

Executive Development

Section 25-1

The District agrees to an annual stipend of \$500.00 for executive development. These funds may be used to purchase equipment or services to enhance their ability to perform their duties. In order to qualify for the funds a receipt must accompany a purchase request form and be approved by the Fire Chief.

Section 25-2

Members

The District will pay annual membership fees to the International Associations of Fire Chiefs and California Associations of Fire Chiefs.

Article XXVI

Management Leave

Effective July 1, 2022 Battalion Chiefs are eligible to earn and use 72 hours of Management Leave annually. Employees shall receive management leave in recognition of the numerous e-mail and telephone interruptions on off days. Management leave shall be accrued at a rate of 72 hours annually based on fiscal calendar year. Such leave shall be posted on July 1st each year.

Employees promoted with less than 12 months service in the unit as of July 1 shall accrue management leave on a prorated basis. Management leave has no cash value and does not carry over from year to year.

Article XXVII

Memorandum of Understanding Conclusion

Section 27-1

Exhibits and Amendments- All Exhibits and amendments to this Memorandum shall be lettered, dated, and sighted by the responsible parties and shall be subject to all provisions of this Memorandum.

Section 27-2

Savings Clause- If any provisions of this Memorandum or the application of such provisions should be rendered or declared invalid by any court action or by reason of existing or subsequently enacted legislation, the remaining parts or portions of this Memorandum shall remain in full force and effect.

Section 27-3

Merger or Consolidation – In the event the District shall contemplate merging or consolidation with another District or government agency, the District will meet and confer with the B/C's concerning the contemplated action and impact upon the their membership.

Section 27-4

Duration of Agreement- This Memorandum of Understanding shall be effective January 1, 2020 and shall remain in full force and effect through December 31, 2021. It shall automatically be renewed

from year to year thereafter unless either party has notified the other in writing, at least thirty (30) days prior to the expiration date of the Memorandum of Understanding and gives the other party notice of its desire to change or modify the terms and provisions of this agreement.

Section 27-5

Negotiations Impasse Resolution- If the parties reach impasse during contract negotiations either side may request third party intervention through the State Mediation and Conciliation Service. Incurred fees shall be paid equally by both parties.

Effective 01/01/2022 to 12/31/2022							
			Step A	Step B	Step C	Step D	Step E
41	Battalion Chief (56 hr)	Hourly	\$ 30.43	\$ 31.95	\$ 33.55	\$ 35.23	\$ 37.00
		Bi-Weekly	\$ 3,408.58	\$ 3,578.76	\$ 3,757.76	\$ 3,945.58	\$ 4,143.49
		Monthly	\$ 7,385.26	\$ 7,753.98	\$ 8,141.81	\$ 8,548.76	\$ 8,977.57
		Annual	\$ 88,623.11	\$ 93,047.71	\$ 97,701.73	\$ 102,585.18	\$ 107,730.82
41A	Battalion Chief (40 hr)*	Hourly	\$ 43.73	\$ 45.93	\$ 48.23	\$ 50.64	\$ 53.17
		Bi-Weekly	\$ 3,498.58	\$ 3,674.56	\$ 3,858.24	\$ 4,050.93	\$ 4,253.52
		Monthly	\$ 7,580.26	\$ 7,961.55	\$ 8,359.53	\$ 8,777.02	\$ 9,215.97
		Annual	\$ 90,963.17	\$ 95,538.59	\$ 100,314.35	\$ 105,324.22	\$ 110,591.59
41B	Battalion Chief (40 hr Opt Out Option)*	Hourly	\$ 46.99	\$ 49.34	\$ 51.81	\$ 54.40	\$ 57.12
		Bi-Weekly	\$ 3,759.20	\$ 3,947.38	\$ 4,144.57	\$ 4,351.67	\$ 4,569.57
		Monthly	\$ 8,144.93	\$ 8,552.67	\$ 8,979.91	\$ 9,428.61	\$ 9,900.73
		Annual	\$ 97,739.18	\$ 102,632.00	\$ 107,758.92	\$ 113,143.35	\$ 118,808.71
50	Assistant Chief (40 hr)	Hourly	\$ 37.84	\$ 39.73	\$ 41.72	\$ 43.81	\$ 46.00
		Bi-Weekly	\$ 3,027.20	\$ 3,178.40	\$ 3,337.60	\$ 3,504.80	\$ 3,680.00
		Monthly	\$ 6,558.93	\$ 6,886.53	\$ 7,231.47	\$ 7,593.73	\$ 7,973.33
		Annual	\$ 78,707.20	\$ 82,638.40	\$ 86,777.60	\$ 91,124.80	\$ 95,680.00

Effective 01/01/2023 to 12/31/2023							
			Step A	Step B	Step C	Step D	Step E
41	Battalion Chief (56 hr)	Hourly	\$ 31.04	\$ 32.59	\$ 34.22	\$ 35.93	\$ 37.74
		Bi-Weekly	\$ 3,476.75	\$ 3,650.33	\$ 3,832.91	\$ 4,024.50	\$ 4,226.36
		Monthly	\$ 7,532.96	\$ 7,909.06	\$ 8,304.65	\$ 8,719.74	\$ 9,157.12
		Annual	\$ 90,395.57	\$ 94,908.66	\$ 99,655.76	\$ 104,636.88	\$ 109,885.44
41A	Battalion Chief (40 hr)*	Hourly	\$ 44.61	\$ 46.85	\$ 49.19	\$ 51.65	\$ 54.23
		Bi-Weekly	\$ 3,568.56	\$ 3,748.05	\$ 3,935.41	\$ 4,131.95	\$ 4,338.59
		Monthly	\$ 7,731.87	\$ 8,120.78	\$ 8,526.72	\$ 8,952.56	\$ 9,400.29
		Annual	\$ 92,782.43	\$ 97,449.36	\$ 102,320.64	\$ 107,430.70	\$ 112,803.42
41B	Battalion Chief (40 hr Opt Out Option)*	Hourly	\$ 47.93	\$ 50.33	\$ 52.84	\$ 55.48	\$ 58.26
		Bi-Weekly	\$ 3,834.38	\$ 4,026.33	\$ 4,227.47	\$ 4,438.70	\$ 4,660.96
		Monthly	\$ 8,307.83	\$ 8,723.72	\$ 9,159.51	\$ 9,617.18	\$ 10,098.74
		Annual	\$ 99,693.96	\$ 104,684.64	\$ 109,914.10	\$ 115,406.22	\$ 121,184.88

SIGNATURE PAGE

For the Stanislaus Consolidated Fire
Protection District

For the Stanislaus Battalion Chiefs'

Jonathan Goulding, Board President

Eric DeHart, Battalion Chief

Charles Neal, Vice President

Clinton Bray, Battalion Chief

Greg Bernardi, Director

Paul Spani, Battalion Chief

Brandon Rivers, Director

Steven Stanfield, Director

APPROVED AS TO FORM AND CONSENT

Christopher Diaz, District Counsel

Date

EXHIBIT A

STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT

OUTSIDE EMPLOYMENT NOTIFICATION

NAME _____

YEAR _____

Outside Employment Information

Name of Employer: _____

Number of hours per week/per month: _____

Schedule: _____

I understand that this outside employment will in no way interfere with my principal employment with the Stanislaus Consolidated Fire Protection District and is in keeping with the current MOU.

Signature: _____ *Date:* _____

Supervisor

I have reviewed this request for outside employment, and from the information submitted, this in no way interferes with the performance of duties of the position.

Signature: _____ *Date:* _____

Fire Chief

I concur with the assessment above and affirm that such outside employment will not jeopardize the service of the department.

Signature: _____ *Date:* _____

Nov-22										0
Dec-22										0
TOTAL	682	2	3172	152	450	926	177	2	11	5574

2023 Admin Totals (Chief, BC, Training)

Month	Fire 100	Reture/ Explosion 200	EMS/ Rescue 300	Hazardous Condition 400	Service Call 500	Good Intent 600	False Call 700	Severe Weather 800	Other 900	Shift Totals
Jan-22	9	0	15	3	4	7	1	0	0	39
Feb-22	20	0	23	4	0	8	1	0	0	56
Mar-22	9	0	14	2	1	13	2	0	0	41
Apr-22	11	0	15	2	1	4	1	0	0	34
May-22	16	0	17	1	2	11	0	0	0	47
Jun-22	12	1	22	1	4	14	0	0	0	54
Jul-22	39	0	30	3	1	13	2	0	0	88
Aug-22	21	0	16	3	3	16	0	0	0	59
Sep-22	16	0	18	2	2	13	2	0	0	53
Oct-22										0
Nov-22										0
Dec-22										0
TOTAL	153	1	170	21	18	99	9	0	0	471

September Monthly **Station Response** Summary by Station and Shift

Report Date Range: September 1 - September 30, 2023

	Fire 100	Rupture/ Explosion 200	EMS/ Rescue 300	Hazardous Condition 400	Service Call 500	Good Intent 600	False Call 700	Severe Weather 800	Other 900	Shift Totals
Station 21 (Airport)										
Shift A	1	0	23	2	2	9	3	1	0	41
Shift B	3	0	17	0	1	3	0	0	1	25
Shift C	1	0	29	0	6	2	0	0	0	38
Total	5	0	69	2	9	14	3	1	1	104
Station 22 (Empire)										
Shift A	2	0	19	0	0	2	1	0	0	24
Shift B	0	0	12	0	1	3	1	0	0	17
Shift C	0	0	14	2	1	0	3	0	0	20
Total	2	0	45	2	2	5	5	0	0	61
Station 23 (Fruityard)										
Shift A	1	0	3	0	1	1	0	0	0	6
Shift B	0	0	4	0	1	0	0	0	0	5
Shift C	2	0	1	0	0	0	0	0	0	3
Total	3	0	8	0	2	1	0	0	0	14
Station 24 (Waterford)										
Shift A	0	0	23	0	3	2	2	0	0	30
Shift B	4	0	12	0	2	2	1	0	0	21
Shift C	1	0	30	2	4	2	0	0	0	39
Total	5	0	65	2	9	6	3	0	0	90
Station 25 (La Grange)										
Shift A	0	0	2	0	0	1	0	0	0	3
Shift B	1	0	0	0	0	1	0	0	0	2
Shift C	1	0	2	0	0	1	0	0	0	4

Total 2 0 4 0 0 3 0 0 0 9

Station 26 (Riverbank)											
Shift A	1	0	29	0	4	9	1	0	0	0	44
Shift B	2	0	25	0	11	13	1	0	0	0	52
Shift C	1	0	34	2	7	12	0	0	0	0	56
Total	4	0	88	2	22	34	2	0	0	0	152

District Totals 21 0 279 8 44 63 13 1 1 430

September Monthly **Apparatus Response** Summary by Station and Shift

Report Date Range: September 1 - September 30, 2023

Fire 100	Rupture/ Explosion 200	EMS/ Rescue 300	Hazardous Condition 400	Service Call 500	Good Intent 600	False Call 700	Severe Weather 800	Other 900	Shift Totals
----------	---------------------------	--------------------	----------------------------	---------------------	--------------------	----------------	-----------------------	--------------	--------------

Station 21 (Airport)										
Shift A	7	0	32	2	3	15	4	1	0	64
Shift B	5	0	32	0	2	12	1	0	1	53
Shift C	9	0	41	0	7	4	0	0	0	61
Total	21	0	105	2	12	31	5	1	1	178

Station 22 (Empire)										
Shift A	4	0	21	0	0	4	1	0	0	30
Shift B	2	0	20	1	3	14	2	0	0	42
Shift C	4	0	16	3	2	3	3	0	0	31
Total	10	0	57	4	5	21	6	0	0	103

Station 23 (Fruit Yard)										
Shift A	5	0	15	0	1	2	0	0	0	23
Shift B	2	0	8	0	1	0	0	0	0	11
Shift C	4	0	4	2	0	1	0	0	0	11
Total	11	0	27	2	2	3	0	0	0	45

Station 24 (Waterford)										
Shift A	0	0	23	0	3	4	2	0	0	32
Shift B	5	0	11	0	2	3	0	0	0	21
Shift C	2	0	31	2	4	3	0	0	0	42
Total	7	0	65	2	9	10	2	0	0	95

Station 26 (Riverbank)										
Shift A	2	0	31	0	5	15	1	0	0	54
Shift B	2	0	25	0	11	16	1	0	0	55
Shift C	2	0	34	2	7	14	0	0	0	59

Total	6	0	90	2	23	45	2	0	0	168
--------------	---	---	----	---	----	----	---	---	---	-----

District Totals

	55	0	344	12	51	110	15	1	1	589
--	----	---	-----	----	----	-----	----	---	---	-----

Total 0 0 0 0 0 0 0 0 0 0

Prevention 2

Shift A	0	0	0	0	0	0	0	0	0	0	0
Shift B	0	0	0	0	0	0	0	0	0	0	0
Shift C	0	0	0	0	0	0	0	0	0	0	0

Total 0 0 0 0 0 0 0 0 0 0

District Total

16 0 18 2 2 13 2 0 0 53