

MEMORANDUM OF UNDERSTANDING

BETWEEN:

Twain Harte Community Services District

and

**Stanislaus Consolidated Firefighters L3399,
IAFF**

EFFECTIVE:

July 1, 2018

through

June 30, 2023

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PREAMBLE

THIS MEMORANDUM (hereinafter referred to as “MOU”), entered into this _____, is by and between Twain Harte Community Services District (hereinafter referred to as “Employer”, “District”, or “THCSD”) and the Stanislaus Consolidated FireFighters L3399, IAFF (hereinafter referred to as “Union”). This MOU shall be valid until June 30, 2023.

The purpose of this MOU is to achieve and maintain harmonious relations between the District and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours and other conditions of employment.

Whereas, the Union and the Employer have negotiated a Memorandum of Understanding covering wages, hours and other terms and conditions of employment, and

Whereas, the parties desire to reduce the MOU to writing, now

Therefore, in consideration of the mutual promises herein set forth, the parties hereto agree as follows.

1. RECOGNITION

Twain Harte Community Services District recognizes the Stanislaus Consolidated Firefighters L3399, IAFF as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours of work and all other conditions of employment for all Employees covered by this MOU.

The Employer and the Union agree that the Employees covered by this MOU shall consist of the following all Full-time Employees in its Fire Department excluding Management Personnel and to any Employees who are added to the bargaining unit by unit clarification, accretion and/or agreement by the parties.

This MOU shall also apply to any other classifications which may be established and appropriately placed within a bargaining unit where the exclusive bargaining representative is the Union.

In this memorandum, when referring to “The Union” this refers to the International Union (IAFF) and when referring to “The Local” this refers to Local 3399.

2. MUTUAL RESPECT – UNION/MANAGEMENT RELATIONSHIP

The Employer and the Union recognize that it is in the best interest of both parties, the employees and the public, that all dealings between them continue to

be characterized by mutual respect. To insure that this relationship continues and improves, the Employer, the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning, and consistent with the Unions status as the exclusive bargaining representative of all employees in the Unit. Each party shall bring to the attention of all District employees covered by this MOU, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to ensure adherence to this purpose.

3. SAVINGS CLAUSE

The parties agree that should any part of this MOU be held invalid by any court of competent jurisdiction the remainder of the MOU shall remain in full force and effect and shall not be invalidated by such court action. In the event that any part of the MOU is thus invalidated, the parties will enter into immediate negotiations to cure such defect.

4. NO CESSATION OF WORK

It is agreed between the Employer and the Union there shall be no lock-outs of any kind or for any cause on the part of the Employer and that there will be no strikes (including sympathy strikes and secondary strikes) or other cessation or interference of work of any kind on the part of the Union on account of any controversy whatsoever during the term of this memorandum.

5. NO DISCRIMINATION

There shall be no discrimination by the Employer against any Employee on account of membership in or activity on behalf of the Union, provided that such Union activity shall not interfere with any Employee's regular work.

Neither the Employer nor the Union shall discriminate against any Employee on account of race, sex, age, creed, color, national origin, or political affiliation, veteran's status, sexual orientation, Union activity protected under the PERB or other basis in violation of applicable federal, state or municipal law. The Employer and the Union also agree that they shall comply with the Americans with Disability Act and where such compliance requires departure from provisions of this MOU, The Employer shall notify the Union and, upon request, shall meet and confer on the proposed action and any alternative proposals by the association.

6. TIME OFF FOR UNION ACTIVITIES

Union Stewards, or temporary appointee as designated by the Union, will be

granted reasonable time off to carry out the business of the Union. Such time off will be without pay but will be considered as time worked for the purpose of determining seniority, wage increases and other benefits. Time off for Union business shall only be granted by the District's General Manager and shall not exceed 48 hours per individual annually, unless granted by the General Manager. District requirements shall come first and absence shall not interfere; however, time off will not be reasonably denied.

7. MEMBERSHIP DUES/COPE DEDUCTION

The Employer agrees that, upon receipt of an individual written request on a dues deduction/COPE deduction form supplied by the union, they will deduct monthly from such employees the amount of Union dues/COPE specified in such request and forward the full amount thus deducted to the Secretary Treasurer of the Union or the Union's authorized agent as directed. The Employer shall furnish to the Union at the time of remitting the dues a list electronically of the names, address, date of hire, hourly wage, hours worked for pay period, job classification, status, (part-time, full time etc...), and dues paid for the period. The Union agrees to hold the District harmless from any claims of the employees in the Unit related to such payroll deductions. As technology advances, the Union reserves the right to make changes to the medium used for payroll deductions.

Non-member agency fee payers with conscientious religious objections to financially supporting a labor organization may arrange to make charitable contributions equal in amount to Union dues instead of paying the agency fee to the Union. The objector may choose among three non-political, non-religious national charities offered by the Union.

United Way
Pediatric Aids
American Cancer Society

8. UNION BULLETIN BOARDS

The Employer will provide and install one (1) Union Bulletin Board in each location that members of the bargaining unit report to work. This bulletin board shall be used exclusively for the purpose of posting Union material.

9. NEW EMPLOYEE ORIENTATION

An integral part of each represented Employee's tenure with the Employer is an understanding of the MOU and the role of the Union in the employment setting. As such, each new Employee, as part of the new employee orientation day (general orientation), may attend an optional one (1) hour paid session where s/he will receive an overview of the Union and its program. The session will be

conducted by a Union representative designated by the Union. Each Employee must sign that s/he attended and failure to attend will carry the same consequence as if the Employee missed any other part of the orientation. No disparaging comments will be made regarding management or the Employer. The Employer shall receive copies of all materials to be distributed at the orientation, which shall include but not be limited to, a copy of provisions of the MOU, a Union membership card, a list of Union representatives prepared by the Union showing their departments and/or work areas and telephone numbers. The Employer shall provide to the Union a list of all Employees attending the orientation as many days possible prior to such orientation and no later than the day of the orientation.

10. PROGRESSIVE DISCIPLINE

No employee who has passed their probationary period shall be disciplined, reprimanded or discharged without just cause as defined in District Policy Section 2150.101. All written disciplines, reprimands and discharge notices shall be signed by the Fire Chief or the General Manager and given to the employee and the shop steward.

Probationary employees are not included under this Policy.

The following is a guideline for progressive discipline of Employees by the Employer:

1. First Written Warning (all pertinent facts are part of the notice).
2. Second Written Warning
3. Unpaid Suspension
4. Termination

However, it is understood that the Employer is not strictly bound by this guideline and that the Employer can seek a higher level of disciplinary action for more severe acts of misconduct with just cause.

Any disciplinary actions instituted by the Employer will be conducted in accordance with the Firefighter Bill of Rights Act – Government Code § 3250-3262 (“FBOR”), including but not limited to the following:

- Disciplinary investigations will be conducted in accordance with the procedural obligations noted in Government Code section 3253.
- Employees are entitled to administrative appeal rights for any punitive actions in accordance with Government Code Sections 3254 and 3254.5 and as provided in this Article.

- Rights to review and respond to any adverse comments placed in any file used for personnel purposes as provided under Government Code sections 3255 and 3256.
- Rights to request removal of personnel documents under Government Code Section 3256.5.

WRITTEN WARNINGS

An employee who is issued a written warning by the Employer as a progressive disciplinary action has the right within fifteen (15) calendar days of the receipt of the written warning to request an administrative appeal informal hearing before the General Manager in accordance with Government Code section 11445.10, *et. seq.* of the Administrative Procedures Act.

UNPAID SUSPENSION OR TERMINATION OF EMPLOYMENT

For any employee who is issued an unpaid suspension, or termination of employment, the following procedures apply:

1) Proposed Notice of Discipline - Procedure

If the Employer proposes an unpaid suspension or termination of employment, the employee shall be served with a written notice of the proposed disciplinary action. Such notice shall:

- State the charges and specifications against the employee;
- Include all information relied upon in making the decision to propose disciplinary action.
- Advise the employee of the right to respond to the proposed discipline, either orally or in writing to the General Manager or his or her designee within five (5) working days from the date the proposed discipline was served on the employee,
- State that the employee's response will be considered before the proposed disciplinary order goes into effect including a pre-disciplinary Skelly conference prior to the imposition of the proposed discipline.

2) Employee Response and Skelly Conference

Upon the employee's request within five (5) working days following service of the Notice of Proposed Discipline, a pre-disciplinary Skelly conference that will be overseen by the General Manager or his or her designee will be scheduled. The pre-disciplinary Skelly conference is an informal meeting for the employee to provide a response to the proposed disciplinary action. It is not a formal or adversary hearing and the employee shall not be entitled to call or cross-examine witnesses. The employee shall have the right of representation at the Skelly conference, if so requested.

In the alternative, an employee may also provide a written response to the proposed discipline to the General Manager or his or her designee within five (5) working days following service of the Notice of Proposed Discipline.

The General Manager may, after consideration of all information received, decide to sustain, modify, or reject the proposed disciplinary action.

Service of an order for disciplinary action or any notice required to be given to an employee will be deemed sufficient and complete when delivered in person to the employee to whom it is directed, or when it is sent by certified mail, postage prepaid, to the last known address of the employee.

3) Final Notice of Discipline

If an unpaid suspension or termination of employment is proposed by the Employer, a written final Notice of Discipline shall be provided to the employee at some point either after the Skelly Conference is conducted or following the expiration of the five (5) working day period to provide a response to the proposed discipline, and shall include the following information:

- The level of discipline, if any, to be imposed, as well as the charges and a summary of facts on which the disciplinary action is based.
- The effective date(s) of the disciplinary action.
- A copy of all written materials, reports, or documents upon which the discipline is based.
- Any rights of appeal of the disciplinary action.

4) Post-Discipline Administrative Appeal

An employee who is issued a final disciplinary action of an unpaid suspension or termination of employment has the right to request a post-discipline evidentiary appeal hearing as provided under Step 5 of Article 11 (“Grievance Procedure”) of this MOU within fifteen (15) calendar days of the Final Notice of Discipline.

11. GRIEVANCE PROCEDURE

Section 11-1

It is the intent and purpose of this article to provide for the presentation and adjustment of the employee grievances. The Employer and the Union/Local agree that Employees covered by this MOU shall have the right to use the following procedures to grieve matters involving the interpretation and application of specific provisions of this MOU, or policy. “Work day” 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.

DEFINITION OF GRIEVANCE

A grievance is a complaint by one or more employees concerning the application, omission or interpretation of a District ordinance, rule, policy, practice or procedure within the scope of this MOU affecting the employee's wages, hours and working conditions or discipline. A grievance must identify the effected employee(s). Appeals of any disciplinary actions are excluded from the definition of a "grievance", and do not follow this Grievance Procedure except as otherwise provided in Article 10 ("Progressive Discipline") of this MOU.

STEP 1 – FIRE CHIEF

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 Local representative shall be present. It is the intent of the Employer that Union/Local representation shall be provided expeditiously on the work day it is requested, when operational needs permit. Upon hearing the grieved subject matter, the Employer representative shall give an answer by the next work day, 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 – GENERAL MANAGER

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

STEP 3 – FIRE COMMITTEE

If the grievance is not settled at step 2, the grievant may present the grievance to the Local at the Local's next regularly scheduled union meeting to determine if the Local will support the cause. The Local 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 Employer's Fire Committee. The Fire Committee shall render a decision thereon in writing within five (5) working days after their next regularly scheduled meeting.

STEP 4 – BOARD OF DIRECTORS

If no agreement can be reached in Step 3, the grievance may be submitted to the Employer's Board of Directors. The grievant has a maximum of five (5) working days from receipt of the response from the Fire Committee to submit the grievance in writing to the Board of Directors. The Board of Directors shall render a decision thereon in writing within five (5) working days after their next regular or special Board meeting. The grievant can request the Board of Directors be called to a special meeting to hear a matter, in the event of time sensitivity.

STEP 5 – ADJUSTMENT BOARD

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) Local 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 Employer 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 11-2

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

Section 11-3

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

Section 11-4

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 Employer and the Local may agree to grievance initiation at a higher step of this grievance procedure.

Section 11-5

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 11-6

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 11-7

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 or to his supervisor.

12. PERSONNEL FILES

EMPLOYEE ACCESS

1. Employees who wish to review their own files shall provide a written request to their immediate supervisor and shall normally have such request granted within a reasonable amount of time not to exceed 30 days. Additionally, the file shall be reviewed within the presence of management.
2. Copies of relevant materials within the personnel file shall be provided on written request by the employee. Relevant materials include items in which the employee has signed, initialed or are in regards to their job performance. Written requests for copies of other materials already contained in the personnel file shall not be unreasonably denied.
3. Employees will receive copies of all disciplinary notice(s) placed in their personnel files and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other than grievances, shall be attached to the disciplinary notice and placed in the personnel file.
4. In any case where the Employer and the Union agree to revise personnel record materials, the Employer shall provide evidence of the revision.

MANAGEMENT ACCESS

A member of management may view only the personnel files of Employees who are currently in his/her area of responsibility, or are a prospective candidate for a vacant position in his/her area of responsibility. In handling personnel files, management shall maintain the security and confidentiality of such files and store such files in a secure area when not in immediate use.

PURGING THE PERSONNEL FILE

1. Disciplinary materials, including complaint letters, shall be removed from an Employee's personnel file after eighteen (18) months.

2. If grieved or arbitrated and/or the charges of the offense are determined to be without merit or otherwise withdrawn, all records shall be removed, including references from individual personnel files and placed in a sealed envelope labeled, "Confidential: Do Not Open". Correspondence must be sent to the Union President assuring items have been removed from said file.
3. It is understood by both parties that the Employer shall not be required to remove copies of public records or documents which are required to be retained by applicable law, government regulations, or other legal requirements.

ELECTRONIC FILES

In the event that all or part of the personnel file becomes computerized or stored in any other form than the paper files currently used, all these same provisions shall apply.

13. UNION REPRESENTATION/UNION ACCESS

Union representation/Union access shall be pursuant to the Firefighters Bill of Rights.

14. PROBATIONARY PERIOD/EMPLOYEES

New Employees

An employee who has been newly hired to the District to fill a regular position in any job classification and has fewer than twelve (12) months of continuous service with the Employer is a probationary employee. Upon completion of twelve (12) months of continuous service in said work classification, and upon the General Manager's decision to retain said employee, the probationary period shall be deemed complete and said employee shall no longer be considered a probationary employee. Prior to completion of the probationary period, employees are at-will and can be terminated by the Employer at any time with or without reason or with or without notification or right of appeal.

Promoted Employees

An employee who has completed the new employee probationary period with the Employer, but has been promoted to fill a new regular position in any job classification and has fewer than twelve (12) months of continuous service with the Employer in said job classification is a probationary employee. Upon completion of twelve (12) months of continuous service in said work classification, and upon the General Manager's decision to retain said employee in said job classification, the probationary period shall be deemed complete and said employee shall no longer be considered a probationary employee. Prior to completion of the probationary period for promoted employees, the Employer may demote employees to their previous job classification at any time with or without reason or with or without notification or right of appeal.

Probation Extension

The General Manager has the discretion to extend the probationary period for up to six additional months for a maximum total of eighteen months if any issues arise in the twelve month probationary period that require further evaluation. Any such extension shall be in writing, issued prior to the end of the initial twelve months.

15. MANDATORY MEETINGS AND REQUIRED TRAINING

MANDATORY MEETINGS AND TRAINING

All Employer or governing agency mandatory meetings or required on-site training will be paid by the Employer. If an Employee is already working a shift during those hours, his/her pay will continue as usual as if s/he were working his/her normal shift. If an Employee must come in on his/her time off in order to fulfill a meeting or training, s/he will be paid not less than two hours, even if the meeting lasts less than two hours. If actual time spent in such meetings or at such functions exceeds the minimum two (2) hours, employees will receive compensation for actual time of attendance. If the Employee has exceeded the overtime threshold for a 28-day work period, all such hours will be paid as overtime. The Employer will provide at least fifteen (15) days notice for mandatory meetings or required training that occurs outside an Employee's regular schedule, except in cases of emergency situations, as deemed by the General Manager. Employees will not attend mandatory meetings or complete required training without compensation.

EDUCATION AND TRAINING TIME

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.

CERTIFICATIONS

For job classifications that require state certifications, the employer will provide paid time to complete their required continuing education hours. If it is during their regular scheduled shift they will be compensated at their regular rate of pay to maintain their continuing required education hours and the Employer will pay for the costs of any required certification/training/education to obtain and maintain certifications. The Employer reserves the right to determine level of certification requirements needed for each job classification. Employee supervisor and/or General Manager also reserve the right to determine if training will be electronic, by correspondence or if travel is required. All certification training must be pre-approved at department head level. Employees who fail to obtain or maintain required certifications shall be subject to disciplinary action up to or including termination.

Attendance outside regular working hours at specialized or follow-up training that is not required by law for certification does not constitute compensation hours of work.

16. EMPLOYEE CLASSIFICATIONS

REGULAR FULL-TIME EMPLOYEES

A regular full-time employee has an established job classification, works a Kelly schedule (48 hours on, 96 hours off) on a continuing basis over a full twelve (12) month year and has successfully completed the initial probationary period and is entitled to all employee benefits.

17. HOURS OF WORK/MEALS & REST PERIODS

Due to the fact that employees work a 24 hour shift, two (2) days or 48 hours on and four (4) days or 96 hours off, employees will begin the shift at 8:00 AM and be entitled to one, one (1) hour meal period during the business day and one, 15 minute break during the first half and second half of the business day. For the remainder of the shift, rest periods and meal periods shall be at the convenience of the employee as long as it doesn't interfere with training or other scheduled functions. Shift personnel must be up, dressed and ready to perform duties before 8:00 AM.

18. OVERTIME & COMPENSATORY TIME OFF

OVERTIME

Overtime includes all hours worked by an Employee in excess of 212 hours in a 28 day work period (FLSA overtime threshold).

Overtime is pre-authorized for the following events:

- Covering a shift vacancy to maintain minimum paid staffing levels.
- Reimbursable staffing requests (i.e. strike team, county cover, etc.)
- Regularly scheduled training.
- Mandatory meetings.
- Regularly scheduled shifts.

Overtime for all other events shall be authorized by the Fire Chief or his designated representative in advance. If prior authorization is not possible due to emergency conditions, a confirming authorization must be sought as soon as feasible.

Backfilling vacancies in the Full-Time Captain classification will be first offered to good standing Relief Captains unless such vacancies are created by "reimbursable staffing requests". If Relief Captains are not available 72 hours

after initial notification of the vacancy backfill opportunity, overtime will be offered to another Full-Time Captain. All Full-Time Captains will receive notification of the vacancy when the initial notification is sent to Relief Captains to inform them of potential overtime opportunities and to ensure adherence with the 72-hour notification period. Every attempt will be made to keep overtime hours as even as is feasible and practical while continuing to maintain minimum staffing.

Authorized overtime is compensated at one and one-half (1 ½) times an employee's regular rate of pay. If an employee exceeds the FLSA overtime threshold within a pay period, all eligible compensation, both straight and half time, will be included in that employee's paycheck for the same pay period, regardless of whether or not the work period has ended. Trades of shifts between Employees shall not constitute overtime compensation.

MANDATORY DUTY TIME

The Employer strives to maintain a constant minimum staffing level (24 hours per day, 365 days per year) of at least two people. The constant staffing shall be comprised of at least one Full-Time Captain or Relief Captain and one volunteer, reserve, relief or intern personnel.

If a planned or emergency situation prevents a scheduled Full-Time Captain from being on duty and no Relief Captains are available, mandatory duty time will be instituted. Mandatory duty time will be assigned in 12 or 24 hour blocks to maintain the constant minimum staffing level for the following events:

- The on-duty Full-Time Captain or Relief Captain becomes sick or is injured while on duty and is not capable of completing the remainder of assigned shift.
- A Full-Time Captain submits a vacation request 30 days prior to scheduled absence for a day that is not recognized by the District as a holiday, and no fulltime or relief staff have volunteered to accept extra duty time nor have any trade requests have been approved.
- Any emergency incident that is within the geographical perimeter of the District or is directly and immediately threatening the District.

Personnel selection for mandatory duty time will start at the beginning of the fiscal year with the Full-Time Captain having the least seniority and will continue based on the Full-Time Captain with the least amount of mandatory duty time hours for the fiscal year. Mandatory duty hours will reset at the beginning of each fiscal year.

Mandatory duty time will be considered overtime if the FLSA threshold has been reached within the work period.

The Fire Chief will be responsible for finding shift coverage for unplanned sick leave and leave that is requested more than 30 days in advance of said leave. Full-Time Captains will be responsible for finding shift coverage for all other types of leave.

COMPENSATORY TIME OFF

Employees may elect to earn Compensatory Time Off (CTO) in lieu of receiving overtime pay. CTO will be earned at the rate of time and one half and can be accrued up to a maximum of 144 hours within a fiscal year. All CTO must be used or sold within the fiscal year.

19. ON-CALL DUTY

ON-CALL PAY

Employees are paid the following for being on-call, regardless of whether or not they are called in to work:

Weekdays:	\$45
Weekends/Holidays:	\$50

CALL-OUT PAY

Any employee called back to work after the regular work shift (call-out) shall be entitled to call-out pay, which is a minimum of 2 hours.

Special tours of duty scheduled in advance (24-hour notice) are not call-out hours for purposes of this section.

20. HIGHER CLASSIFICATION

An employee assigned by management to work in a higher paying job classification in which the employee works more than 51% of his/her normal shift, shall be paid at the higher classification for the entire day(s).

21. UNIFORM ALLOWANCE

The Employer will pay Regular Full-Time Employees a taxable uniform allowance stipend of \$750 for Fiscal Year 2018-19. The Employer will pay Regular Full-Time Employees a taxable uniform allowance stipend of \$1,000 per each following fiscal year. Uniform allowance stipends will be paid in equal installments in regular paychecks throughout the year. The Employer will provide personal protective equipment and foul-weather gear as required. Employees will be responsible for purchasing and maintaining their own wildland boots; however, the District will reimburse employees for one initial set of wildland boots in an amount not to exceed \$500 (receipt required for reimbursement). If employees are required to have Class A uniforms, the District will provide that at no charge to the employee.

22. PROMOTIONS

Any employee shall have the right to apply for any vacant position and shall be evaluated and considered in the same manner as all other applicants. Current, qualified employees applying for the position will be given special consideration. An employee who is promoted will be changed to the first step within the range for the new classification which results in a pay increase over the employee's rate of pay in his old classification.

23. LAYOFFS & RECALL

If permanent lay-off and/or temporary lay-off of one week or more is foreseeable for any employee(s), then ten working days notice, or ten days pay in lieu of notice, shall be given to the employee(s) involved. Seniority, and qualifications, shall be considered as factors in determination of lay-off status.

For a period of one year from the affected date of layoff, an employee who was laid off shall be offered recall to their prior job title if the position becomes available. The employer shall notify the employee by certified mail at their last known address and the former employee shall have fifteen (15) calendar days to respond to the notice. This time period will commence upon the Employer's receipt of certified mail notification. Failure on the former employee's part to respond constitutes a rejection of the recall offer. Total process time may not exceed forty-five (45) calendar days from date of certified mail receipt of mail being sent.

24. HEALTHCARE/DENTAL/VISION

HEALTHCARE AND DENTAL

The Employer provides accident, health and hospital insurance to benefited employees and their dependents. The Employer will provide the Silver PPO Plan through Special District Risk Management Authority (SDRMA) and will continue to provide coverage equal to this with no employee share of the health premiums for the life of this Contract.

In addition to the healthcare insurance plan, the Employer will provide a Health Reimbursement Arrangement (HRA) account to each employee. The Employer will contribute the following amounts into each employee's HRA account at the beginning of each calendar year:

- \$4,250 Single Employees w/no Dependents
- \$6,250 Employees who are Married or have one Dependent
- \$7,250 Employees with Family of 3 or more

Unspent HRA funds will not rollover each year. The above health insurance and HRA plans will go into effect on January 1, 2019. Coverage will remain the same as specified under the previous Contract until said effective date.

Funds placed into employee's HRA accounts can be used for dental expenses and will be the District's only contribution toward employee dental expenses. No other dental insurance will be provided.

EMPLOYEES WHO DECLINE HEALTHCARE COVERAGE

Up to 25% of the District's employees may decline healthcare coverage. Any employee who has declined coverage prior to the effective date of this Contract will have the right to continue to decline coverage. New opportunities to decline health coverage will first be offered to employees with the most seniority.

Employees who decline healthcare coverage must provide proof of minimal essential health coverage through another group coverage plan.

Employees who decline medical coverage prior to January 1, 2019, will receive the following:

1. 50% of the premium that would have been paid by the Employer.
2. The Employer will contribute the following amounts into employee's HRA account at the beginning of each calendar year for health and dental costs:
 - \$2,875 Single Employees w/no Dependents
 - \$4,125 Employees who are Married or have one Dependent
 - \$5,125 Employees with Family of 3 or more

Employees who opt to decline coverage after January 1, 2019, assuming an opportunity to decline is available, will not receive the above benefits. Instead, the District will contribute the following amounts into each employee's HRA account at the beginning of the calendar year for health and dental costs, provided that these amounts shall never exceed the IRS maximum allowable contribution:

- \$5,050 Single Employees w/no Dependents
- \$10,250 Employees with one or more Dependents

These provisions will go into effect on January 1, 2019. Employees who decline coverage prior to said date, will continue to receive the benefits specified under the previous Contract until January 1, 2019.

VISION

The Employer provides vision care insurance to all benefited employees and their dependents at no cost to the employee.

25. RETIREMENT

The Employer provides benefited employees covered under this MOU with retirement benefits through the California Public Employees Retirement System (CalPERS).

For benefited full-time employees hired before January 1, 2013 or for “classic members”, as defined by CalPERS, hired after January 1, 2013, the benefit plan is 3% @ 55 retirement formula. The employee is responsible for payment of the entire employee contribution rate for this plan, as determined by CalPERS.

Benefited employees hired on and after January 1, 2013, and designated as “new members” to CalPERS who are safety employees shall be enrolled in the 2.7% at 57 retirement formula as required by law under PEPRA. As required under PEPRA, “new members” shall:

- Individually pay an initial Member contribution rate of 50% the normal cost rate for the Defined Benefit Plan in which said “new member” is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater; and
- Have “final compensation” measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months.

Any provision in this MOU which contradicts any provision of PEPRA, shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect.

26. PAID TIME OFF (PTO)

SUBPOENA

Any Regular Full-Time Employee who is subpoenaed to appear before any court, concerning Employer business, commission, board, or other legally constituted body for the purpose of testifying on behalf of the Employer will be paid their regular pay. Hours paid for witness duty on behalf of the Employer will be counted as hours worked for the purpose of computing vacation pay, health & welfare and pension contributions. If an employee is not a party to proceedings and is subpoenaed, the Employer will pay the employee their regular pay, however if subpoenaed for any other reason, the time off will be excused but not paid.

JURY DUTY

Any Regular Full-Time Employee who is required to report to jury duty or jury panel service will be paid their regular pay, not to exceed eight (8) hours per day or forty-eight (48) hours per week. The employee will keep all mileage checks issued by the court. Hours paid for jury duty will be counted as hours worked for

the purpose of computing vacation pay, health & welfare and pension contributions.

DEATH IN IMMEDIATE FAMILY

A Regular Full-Time Employee who is absent because of the death in the employees immediate family shall be excused with pay for a maximum of forty-eight (48) hours. Immediate family means spouse, or significant other, living in the same household, child, mother, father, brother, sister, grandparents, mother in law, father in law, brother in law, or sister in law. Family members covered include: Biological, Adopted, Foster, Legal Guardian or Step-Parent & Step Child. This definition may be expanded by the employer to include other persons the employee had enjoyed a parent or family like relationship.

ADDITIONAL TIME OFF

Each benefited employee will be credited with 24 hours of ATO on July 1, 2018. The entire 24 hours of ATO must be used by the employee in the 2018-19 Fiscal Year. Employees shall request to use ATO in accordance with the District's normal vacation time off request procedure. In lieu of using the 24 hours of ATO, the employee may cash out in the first pay period of the 2018-19 fiscal year, at the employee's current base rate of pay, all or any portion of the 24 hours. If the employee does not use the full balance of ATO by July 1, 2019, the remainder will be paid out to the employee at that time. The 24 hours of ATO will be prorated for any employee who begins after July 1, 2018.

27. SICK TIME

Sick time will remain in effect as in the District Policy for the duration of the MOU.

28. RETIREE HEALTHCARE

The Employer will offer participation in the below plans (or equivalent) for retiree healthcare. The entire cost of participating in these plans shall be borne by the retiree.

- Special District Risk Management – Gold PPO Plan
- Special District Risk Management – Silver PPO plan
- Special District Risk Management – Kaiser Plans

These plans will be effective January 1, 2019. Health insurance plans will continue to be offered through CalPERS until said effective date..

29. OTHER BENEFITS

The Employer will provide access for other benefits carriers, such as AFLAC, to provide other benefits at the employee's expense. Other benefits include life

insurance, accident, short term disability, cancer indemnity, hospital confinement sickness indemnity, hospital protection and specified health event protection.

30. HOLIDAYS

The following shall be recognized and observed as paid holidays:

- New Years Eve
- New Years Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day

Due to constant staffing requirements for emergency, fire personnel must work on holidays. Regular full time employees shall receive eight (8) hours pay for each of the holidays listed above when off duty, and time and a half when on duty. Payment of holiday pay will be made in the same pay period in which the holiday falls.

In addition to those days listed above, all Regular full-time employees covered under this MOU shall be provided paid holiday time off for the following days:

- One (1) personal leave day (floating holiday) per fiscal year, taken one full day at a time.
- Any day declared as a holiday by the President of the United States or Governor of the State of California.
- Any day declared a holiday at the discretion of the General Manager.

31. VACATIONS

Paid vacation time is provided by the Employer to benefited employees and is intended to be a period of exemption from work with pay for the purpose of rest, relaxation, and recreation. This respite is a benefit and is intended as an aid in maintaining a long term and consistent productivity and contentment of the employee. Paid vacation time shall be accrued monthly according to the following schedule:

- 1-4 years of service: 2 tours**
- 5-9 years of service: 3 tours**

10-15 years of service: 4 tours**

16+ years of service: 5 tours**

** One tour is equivalent to 48 hours.

*** Employees must have 6 months of continuous service prior to using accrued vacation.

The Employer will not require an employee to take vacation time in lieu of sick leave during periods of illness. However, an employee may elect to take vacation time in case of extended illness where sick leave has been fully used.

If a holiday falls on a work day during an employee's vacation or other paid leave, that employee shall receive 8 hours of holiday pay and will be required to use the appropriate paid leave time for the remainder of work hours for that day.

While the Employer desires employees to use accumulated vacation time, employees may request such pay from accumulated vacation time up to 96 hours of their earned vacation per fiscal year.

An Employee may accrue up to a maximum of two (2) years of earned vacation time. Once the cap is reached, no further vacation will accrue until some vacation time is used.

At termination of employment for any reason, the Employer shall compensate the employee for his/her accumulated vacation time at his/her straight time rate of pay at the time of termination.

32. LEAVES OF ABSENCE

MEDICAL LEAVE

A medical leave of absence may be granted to employees covered under this MOU for non-work-related temporary medical disabilities (other than pregnancy, childbirth and related medical conditions) for up to four (4) months with a doctor's written certificate of disability. Medical leaves requested for periods of longer than four months will be at the discretion of the General Manager and will be considered on an individual case-by-case basis.

The Employer will continue to pay its share of the premiums for disability, medical, dental, vision, and like insurance for benefited employees on authorized medical leave of absence without pay for up to thirty (30) days on such leave. Thereafter, continuing such premium payments will be at the discretion of the General Manager. Should any Employer-provided insurance coverage be terminated, the General Manager will notify the employee of such termination and inform the employee of available options. Upon return to work, employees will become eligible for reinstatement in accordance with the terms of the agreement with the insurance carrier in effect.

Requests for leave should be made in writing as far in advance as possible. If an employee is granted a medical leave the Employer will pay that employee sick

pay for the period of time equivalent to the employee's accumulated sick pay earned. Employees also may use any paid vacation time or compensatory time off previously accrued to supplement sick time. Unless sick leave, vacation or compensatory time off benefits are available, medical leaves of absence are without pay. Vacation and sick leave is not earned during the unpaid portion of the medical leave of absence and an employee on medical leave is not eligible for holiday pay.

An approved medical leave begins on the first day the employee's doctor certifies that he/she is unable to work and ends when a doctor certifies that the employee is able to return to work or after a total of four (4) months of leave, whichever occurs first. Supervisors will supply employees with a form for the doctor to complete; showing the date of disability and the estimated date of return to work. An employee returning from a medical disability leave must present a doctor's certificate showing fitness to return to work.

When an employee returns from a medical leave of absence at or before the four (4) month period, the employee will be allowed to return to their former position or some other comparable position. If the employee is on a leave longer than four (4) months, their return to work will depend on job openings existing at the time of their scheduled return.

California workers' compensation laws govern work-related injuries and illnesses. California pregnancy disability laws govern leaves taken because of pregnancy, childbirth and related medical conditions. The Employer will fully comply with these laws. Medical leave shall not be in addition to leave provided by either of these laws.

PERSONAL LEAVE

Employees who are faced with a severe personal problem that does not fall under other law or regulation may, at the discretion of the General Manager, be granted up to six (6) months of unpaid personal leave. An extension of the leave may be granted depending on individual circumstances. Vacation and sick leave is not earned during the unpaid portion of the personal leave of absence and an employee on leave is not eligible for holiday pay. Generally, an employee may be required to pay for Employer-provided insurance during the unpaid portion of their leave. Each request, which must be in writing, is subject to approval by the General Manager based on the type of leave, length of employment and the needs of the Employer. Reasonable advanced notice is important so that arrangements can be made to cover the duties of the employee during the leave.

The Employer will continue to pay its share of the premiums for disability, medical, dental, vision, and like insurance for benefited employees on authorized personal leave of absence without pay for up to thirty (30) days on such leave. Thereafter, continuing such premium payments will be at the discretion of the General Manager. Should any Employer-provided insurance coverage be terminated, the General Manager will notify the employee of such termination and inform the employee of available options. Upon return to work, employees

become eligible for reinstatement in accordance with the terms of the agreement with the insurance carrier then in effect.

Approved personal absences of shorter duration than two weeks are not normally treated as leaves, but rather as excused absences without pay.

MILITARY LEAVE

Employees who wish to serve in the military and take military leave will be governed by the provisions of the Military and Veterans Code of the State of California, Section 395, and the Uniformed Services Employment and Reemployment Rights Act (USERRA). Such employee(s) should contact their supervisor for information about their rights before and after such leave. Employees are entitled to reinstatement upon completion of military service provided they return or apply for reinstatement within the time allowed by law. The employee shall be reinstated from the Military LOA at the same salary that he/she would have been eligible to receive had he/she been on the job.

33. WAGES

Provided employees have a satisfactory performance evaluation they shall automatically get Step Advancement increases on July 1st of each year per the current schedule.

The District will adjust base wages during the term of this MOU as follows:

A) The District will grant general Cost of Living Adjustments (COLA) as follows:

- 2% increase on July 1, 2018 (retroactive if approved after 7/1/18).
- 2% increase on July 1, 2019.
- 2% increase on July 1, 2020.
- 2% increase on July 1, 2021.
- 2% increase on July 1, 2022.

34. SUCCESSOR


In the event the Employer is assumed, assigned or merged with any other entity, public or private, the successor organization shall agree to the terms and conditions of this MOU unless that assumption in whole or in part would be in violation of a matter of public law. The Employer shall inform the Union of any such event as soon as it knows the event may occur and prior to its finalization.

35. MANAGEMENT RIGHTS

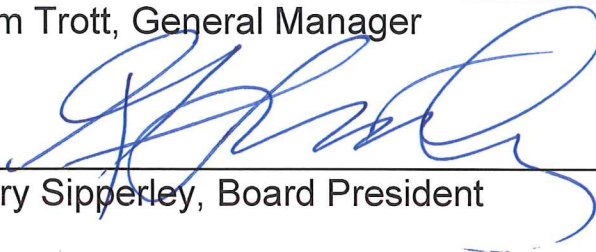
Nothing in this Memorandum of Understanding is intended nor shall it be construed as denying or in any manner limiting the right of the Employer, in its judgment, to control and supervise all operations and direct all working forces, including, but not limited to the right to select and hire, discharge, 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.

Contract Ratification and L3999 Membership Approval:
7-2, 2018

TWAIN HARTE COMMUNITY SERVICES DISTRICT:




Tom Trott, General Manager




Gary Sipperley, Board President

STANISLAUS CONSOLIDATED FIREFIGHTERS, L3399, IAFF:




Shawn Ehrenberg, L3399 President



Zac Swanson, L3399 Secretary



Joshua Leslie, L3399 Lead Negotiator



Mark Slater, Twain Harte CSD Representative