

**Memorandum of Understanding
between**

**Local 829, American Federation of
State, County, and Municipal
Employees, AFSCME**

**and the
Menlo Park Fire Protection
District**

January 9, 2018- June 30, 2020

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**MEMORANDUM OF UNDERSTANDING
BETWEEN AFSCME LOCAL 829 AND
MENLO PARK FIRE PROTECTION DISTRICT**

PREAMBLE

This Memorandum of Understanding ("MOU") is entered into by and between the American Federation of State, County and Municipal Employees, Local 829 ("Union") and the Menlo Park Fire District ("District") pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500-3511) and has been jointly prepared by the parties.

SECTION 1. RECOGNITION

Pursuant to the Employer-Employee Relations Administrative Directive, adopted by the District Board of Directors on December 9, 1974, the Union is recognized as the exclusive representative for the purpose of meeting and conferring on matters within the scope of representation for individuals employed by the District in those classifications within the Non-confidential, Non-management Miscellaneous bargaining unit. Those classifications included in the bargaining unit are listed in Appendix A of this MOU.

SECTION 2. UNION RIGHTS

2.1 Communication with Employees

Any designated representative of the Union shall make arrangements with the Human Resources Manager or designee when there is a need to contact District employees in person during the duty period of the employees. Reasonable routine contact may be made during such duty period by phone, e-mail or internal mail distribution; however, solicitation for membership or other internal employee organization business shall be conducted only during the off-duty hours of all employees concerned, unless otherwise approved. Internal employee organization business includes political, union election and social matters.

2.2 Bulletin Boards

The District shall provide suitable space on bulletin boards in work locations of represented employees. The Union shall be allowed to use such bulletin boards for communications having to do with official Union business.

2.3 Use of District Buildings

District buildings and other facilities may be made available for the Union's use in accordance with such administrative procedures as may be established by the Fire Chief or designee.

2.4 Advance Notice

Except in cases of emergency as provided below in this subsection, the Union, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the District and shall be given the opportunity to meet with the appropriate District representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the District may adopt or put into practice immediately such measures as are required. At the earliest practical date thereafter the Union shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate District representatives.

2.5 Information Provided

The District shall timely notify the Union Representative and the Steward, when a copy of the Board of Directors minutes, agenda, preliminary budget, final budget, and any salary schedule changes become available electronically. Upon request, the District shall provide one (1) copy each at no cost to the Union of the above-referenced materials.

In addition to the register of employees for whom dues or fees have been deducted at each pay period, the District shall provide the Union with a listing of each bargaining unit employee, together with classification, pay rate, employee ID number, work location, shift, work extension, and current mailing address. This listing shall be provided electronically, and on an annual basis. The District will promptly notify the Union of the name, classification and Division assignment of any employee newly hired into an AFSCME unit classification.

The Union shall provide the District with e-mail information for the person(s) authorized by the Union to receive information under this provision.

2.6 Union Security

2.6.1 Agency Shop

Consistent with the provisions of the California Government Code, Section 3502.5, an employee covered by this agreement shall either: (1) become a member of the Union and pay regular Union dues, or (2) pay to the Union an agency (representation) fee as permitted by law, or (3) present to the Union and the District's Human Resources Manager a written declaration that he or she is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations. An employee who qualifies for this exemption shall, in lieu of the agency fee payment, pay an amount equal to the agency fee to one of the following non-religious, non-labor charitable organizations: (a) the American Heart Association; (b) the American Red Cross; or (c) the Alisa Ann Ruch Burn Foundation. An employee who claims such exemption must submit written proof of such charitable payment annually to

the Union and the Human Resources Manager. If the employee fails to provide such written proof, the employee will be required to pay the agency fee.

2.6.2 Fee Deduction

If any employee in a classification covered by this MOU fails to authorize one of the above deductions within thirty (30) calendar days of date of hire or within thirty (30) calendar days notice of the provisions of this agency shop, the District shall automatically deduct the agency fee from the employee's paycheck. The District shall determine the timing of such automatic deductions. The requirement that employees who are not members of the Union pay this representation agency fee shall remain in effect until the earlier of: (1) expiration of this Agreement; (2) termination of the Agency Shop clause by action of the bargaining unit; or (3) legislation invalidating the manner in which Agency Shop was adopted. In the event that employees in the representation unit vote to rescind Agency Shop, the provisions of Section 2.6.3 – Maintenance of Membership, shall apply to dues-paying members of the Union.

2.6.3 Maintenance of Membership

All employees who are members of AFSCME and who are tendering periodic dues through dues deductions from their paycheck, and all employees who become members of AFSCME and who tender periodic dues through dues deductions from their paycheck, shall continue to pay dues for the duration of this MOU and each subsequent MOU thereafter. For a period of one hundred and twenty to ninety (120-90) days prior to the expiration of the MOU and one hundred and twenty to ninety (120-90) days prior to the expiration of any subsequent MOU, any employee who is a member of AFSCME shall have the right to withdraw from the Union by discontinuing dues deduction. Said withdrawal shall be communicated by the employee during that period of time in writing to the District Human Resources Manager; such written communication shall be delivered by certified mail and must be postmarked during the one hundred and twenty to ninety (120-90) day period. An employee who so withdraws from Union membership shall still be subject to the provisions of Agency Shop (Section 2.6.1 above).

An employee who is subsequently employed in a position outside of the AFSCME unit shall not be required to continue dues deduction.

2.6.4 Payroll Deduction

- 2.6.4.1 The Union may have the regular dues of its members within the representation unit deducted from employees' paychecks under procedures prescribed by the District for such deductions. Dues deductions shall be made only upon signed authorization from the employee upon a form furnished by the District, and shall continue until: (1) such authorization is revoked, in writing, by the employee pursuant to the provisions of this Section 2.6; or (2) the transfer of the employee out of the representation unit.

- 2.6.4.2 The Union shall notify the District at least thirty (30) days in advance of any change in its dues and fees.
- 2.6.4.3 Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which the employees are assigned.
- 2.6.4.4 Employees may voluntarily elect to have contributions deducted from their paychecks under procedures prescribed by the District for the PEOPLE Fund. Such deductions shall be made only upon signed authorization from the employee and shall continue until such authorization is revoked in writing.
- 2.6.4.5 If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of Union dues, agency fee, or charity fee required by this Section, no such deduction shall be made for the current pay period.
- 2.6.4.6 The provisions of Section 2.6.4.1 above shall not apply during periods that an employee is separated from the representation unit, but shall be reinstated upon the return of the employee to the representation unit. For the purpose of this section, the term separation includes transfer out of the representation unit, layoff, and leave of absence without pay.

2.6.5 Union Obligations

- 2.6.5.1 The Union shall provide the District with a copy of the Union's Hudson Procedure for the determination and protest of its agency fees. The Union shall provide a copy of said Hudson Procedure to every agency fee payor covered by this Memorandum of Understanding and annually thereafter, and as a condition to any percentage change in the agency fee.
- 2.6.5.2 The Union will supply the District with deduction authorization forms and/or membership applications as well as other informational materials it wishes to be distributed to new employees.
- 2.6.5.3 Annually, the Union shall provide the District with copies of the financial report which the Union annually files with the California Public Employee Relations Board, the United States Department of Labor (Form LM-3), or the Union's balance and operating statement for the prior year. Failure to file such a report within one hundred (100) days after the end of its fiscal year shall result in the termination of all agency fee deductions without jeopardy to any employee, until such report is filed.

2.6.5.4 The Union shall refund to the District any amount paid to it in error upon presentation of supporting evidence.

2.6.6 District Obligations

2.6.6.1 Any new employees hired into positions covered by this Memorandum of Understanding shall be provided by the District and shall execute an "Employee Authorization for Payroll Deduction" form selecting one of the following: (1) Union dues; (2) agency fee; or (3) if he/she qualifies pursuant to the requirements of Section 2.6.1 (3) above, a fee equal to agency fee payable to one of three negotiated charities.

2.6.6.2 All dues, service fee and PEOPLE deductions shall be transmitted to Local 829 in an expeditious manner.

2.6.6.3 All transmittal checks shall be accompanied by documentation which denotes the employee's name, employee ID number, amount of deduction and member or fee payor status.

2.6.6.4 The District shall hand out agreed upon Union materials along with Agency Shop forms.

2.6.7 Equity Treatment Clause

Should any other non-sworn, non-safety group be granted a material condition of employment more favorable than the condition covering the AFSCME unit in the areas of holidays, residency stipend (excluding at-will employees), additional insurance plans or coverage levels not part of the arrangements for cafeteria plan monies set out in this agreement, or in annual leave or other paid leaves not related to the lack of overtime eligibility, that condition shall be extended to the AFSCME unit as well.

2.6.8 Hold Harmless

The Union shall indemnify, defend, and save the District harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Union Security section, or any action taken or not taken by the District under this Section 2.6. This includes, but is not limited to, the District's attorney's fees and costs.

SECTION 3. MANAGEMENT RIGHTS

The District has exclusive and inherent management rights with respect to matters of policy, which include among others: the exclusive right to determine the mission of the District; to set standards of service; to determine the procedures and standards for selection for employment; to direct its employees, including scheduling and assigning

work, work hours and overtime; to take disciplinary action, subject to the requirements of applicable law; to establish employee performance standards and to require compliance therewith; to relieve its employees from duty because of lack of work, funds or other legitimate reasons; to maintain the efficiency of District operations; to determine the methods, means and the number and kinds of personnel by which District operations are to be conducted; to take all necessary actions to carry out its mission in emergencies; to contract out in its sole discretion; and to exercise complete control and discretion over its organization and the technology of performing its work; to determine the content of job classifications; to implement rules, regulations and directives consistent with the law and the specific provisions of this MOU. The District's exercise of the above listed rights shall be in accordance with law and the specific provisions of this MOU, including the provision regarding Advance Notice when applicable.

The District and AFSCME will continue to review the past policies and procedures from 2005 and bring them up to date to incorporate into the current system (lexipol).

SECTION 4. UNION STEWARDS AND NEGOTIATORS

4.1 Stewards

A Steward serves as the Union representative at the workplace level, assisting unit members in interpreting and enforcing the MOU and District policies & procedures, providing representation in disciplinary matters, investigating and handling grievances, and attending meetings or hearings where matters within the scope of representation are considered during the term of the MOU. The Union may designate one (1) Steward and one (1) Alternate Steward, who performs Steward functions only in the absence or unavailability of the Steward, except by mutual agreement of the parties. A Steward may be relieved from assigned work duties by their supervisor to perform the Steward duties outlined in this section.

4.2 Negotiators

District employees who are official representatives of the Union for the purpose of meeting and conferring on a successor agreement shall be given time off with pay for such purposes. Such employee representatives shall submit written requests for excused absences to their respective supervisor, with an information copy to the Fire Chief or designee, at least five (5) calendar days prior to scheduled meetings whenever possible. The number of employees who shall be excused for such purposes shall be determined by the parties.

4.3 Notification of Stewards and Negotiators

The Union will promptly notify the District of the names of individuals designated to perform the functions outlined under 4.1 and 4.2 above. The use of official time for either purpose shall be reasonable and shall not interfere with the provision of District services

as determined by the Fire Chief or designee, provided however that the District shall not unreasonably prevent a Steward or Negotiator from fulfilling their function.

SECTION 5. SALARIES

5.1 Salary Adjustment

On January 9, 2018, the base salary steps for all bargaining unit positions will adjust by 3%. The effect of this increase on bargaining unit salaries has been incorporated in the salary ranges contained in Exhibit A.

On January 9, 2019, the salary ranges contained in Exhibit A will be adjusted by 3%. The effect of this increase has been incorporated in the salary ranges contained in Exhibit B.

On January 9, 2020, the salary ranges contained in Exhibit B will be adjusted by 3%. The effect of this increase has been incorporated in the salary ranges contained in Exhibit C.

5.2 Base Salary and Salary Ranges

All employees are paid on an hourly basis. The base hourly rate is calculated before the addition of any ancillary (specialty) pay, benefits or any mandatory or voluntary deductions. The base hourly rate for a classification is determined by dividing the annual salary for the classification by 2080 hours.

Each classification in this bargaining unit shall have a five (5) step salary range, with five percent (5%) between each of the salary steps in that range. This five percent difference will be determined by applying a top down calculation which begins by determining the top step for each salary range and subtracting 5% to determine the value of the next lower step. An employee's advancement through the salary steps is not automatic and shall require a rating on their last annual evaluation of Meets Standards or above.

5.3 Pay Practices and Timing

5.3.1 Work Week for Pay Purposes

The FLSA period shall consist of 7 days where the work week begins at 12:01 a.m. on Sunday and ends Saturday at 12:00 midnight.

5.3.2 Pay Days

Employees are paid semi-monthly, once no later than the fifteenth (15th) of the month and once no later than the last day of the month.

Checks received on the fifteenth of the month are intended to compensate employees for hours worked from the 24th of the prior month through the 8th of the current month. Checks received on the last day of the month will be for the period from the 9th of the current month through the 23rd of the current month.

In the event that the District is able to implement bi-weekly pay periods, the parties agree that Union members will also be paid on the same bi-weekly basis. Prior to implementing the new pay schedule the parties agree to meet and discuss any impacts that may arise.

5.3.3 Timing of Compensation Adjustments

The date of changes to compensation will be effective the first day of the payroll period following the date of final approval as granted by the Board or the Fire Chief, as appropriate. Exceptions to effective dates of change require approval by the Fire Chief.

5.4 Entrance Salary

The entrance salary for a new employee entering the District service shall be the minimum salary for the class to which he/she is appointed. Exceptions to this provision may be made at the sole discretion of the Fire Chief or his/her designee and are not subject to the grievance procedure.

5.5 Permanent/Probationary Employee Salary Advancement

Permanent employees serving in regular established positions shall be advanced to the next higher salary step for their respective classifications after successful completion and satisfactory service in each of the salary steps for the classification until the top of the range is reached. Advancements are not automatic, but are based on possession of a rating on their last annual evaluation of Meets Standards or above, and where that is the case, the employee shall move to the next step within range at the beginning of the pay period following their anniversary date. Employees may not advance more than one step in a twelve (12) month period of time.

5.5.1 – Employee Anniversary Date - An employee's anniversary date for purposes of evaluations, salary movement within range, and advancement in annual leave accrual rate shall be the first date of actual employment with the District, which shall be adjusted to the date of promotion or adjustment in classification thereafter.

5.5.2 – When an employee is evaluated at a level below Meets Standards, s/he shall receive written expectations regarding both the standards and specific performance targets to be met, and then shall be evaluated no less often than every ninety (90) days until s/he receives a Meets Standards evaluation or other action is taken. At the point the employee achieves a Meet Standards evaluation, he/she shall resume their normal evaluation and step increase schedule, and if a salary step increase has been withheld, it shall be granted, effective the beginning of the pay period following issuance of the evaluation.

5.6 Salary Step when Salary Range is Increased

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the step held by him/her in the previous range.

5.7 Salary Step After Promotion or Demotion

5.7.1 Salary Step After Promotion

When an employee is promoted from a position in one class to a position in a higher class, his/her salary shall be adjusted to the first step on the salary schedule for the higher classification that is at least 5% greater than the employee's salary before the promotion, except that under no circumstance shall the employee receive a salary that is greater than the range for the higher position.

5.7.2. Salary Step After Demotion

When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the class to which he/she is demoted. The specific rate of pay within the range shall be determined by the Fire Chief or his/her designee, whose decision shall be final; provided, however, that the employee's step on the salary schedule for the demoted position shall not be set at a step that is lower than the step held by the employee before the promotion.

5.8 Specialty Pays

5.8.1 Generally

Unit employees may be eligible to receive specialty pay, based upon job classification. The criteria for receiving a specialty pay, the amount of such pay, and whether such pay will be included in an employee's regular rate of pay for overtime purposes or included in reportable earnings for retirement purposes varies as specified below. Exhibit D contains a list of bargaining unit positions and the specialty pays available to each position.

Under no circumstance shall the combined total of specialty pays received by an employee exceed fifteen percent (15%) of the employee's base rate of pay. There is no compounding of multiple categories of specialty pay to increase an employee's base rate of pay.

5.8.2 Educational Pay - Undergraduate/Graduate/Doctoral

As set forth in Exhibit D bargaining unit employees may be eligible to receive Educational Pay - Undergraduate/Graduate/Doctoral. The amount of Educational Pay - Undergraduate/Graduate/Doctoral earned by an employee varies based on the certificate or degree held by the individual.

5.8.2.1 Rate of Pay

Eligible employees who possess either an Associate's degree or a position-appropriate certification that is not required by their position may receive Educational Pay - Undergraduate/Graduate/Doctoral that is equal to 2.5% of their base hourly rate. The maximum Educational Pay- Undergraduate/Graduate/Doctoral that an employee can receive for either an Associate's degree or a position-appropriate certification is 2.5% of the employee's base hourly rate.

Eligible employees who possess a Bachelor's degree from an accredited university that is not required by their position may receive Educational Pay - Undergraduate/Graduate/Doctoral that is equal to 5% of their base hourly rate. The maximum Educational Pay - Undergraduate/Graduate/Doctoral that an employee with a Bachelor's degree can receive is 5% of the employee's base hourly rate.

Any Educational Pay - Undergraduate/Graduate/Doctoral earned by an employee will be included when calculating the employee's regular rate of pay for purposes of overtime. In addition, to the extent permitted by CalPERS, any Educational Pay - Undergraduate/Graduate/Doctoral earned by an employee will be reported as compensation for purposes of pension benefits.

5.8.2.2 Eligibility Requirements

In order to be eligible to receive Educational Pay- Undergraduate/Graduate/Doctoral, the employee's degree or certificate must be one that: (1) is not required by the employee's position; and (2) contributes value and/or enhances the employee's ability to do his/her current job.

5.8.2.3 Requests for Educational Pay - Undergraduate/Graduate/Doctoral

Employees requesting Educational Pay - Undergraduate/Graduate/Doctoral are required to submit requests for such pay to the Human Resources Manager. Requests must include:

- (1) A copy of the degree or certificate upon which the request is based; and
- (2) A brief statement from the employee describing the relatedness and advantage of the degree, certificate or license to the performance of his/her duties.

The relatedness of the degree, certification or license shall be determined by the Human Resources Manager or designee. An employee may appeal the denial of a request for Educational Pay - Undergraduate/Graduate/Doctoral to the Fire Chief, whose decision shall be final.

5.8.2.4 Career Development

The District may reimburse the cost of tuition, enrollment fees and books for courses which employees take at a recognized institution. These courses must, in the opinion of the employee's supervisor and Human Resources, increase employees' competence in their present job or prepare them for advancement in the District. An employee must be employed with the District when the course is completed in order to qualify for reimbursement. Receiving below a "C" grade or poor work performance during the course will result in the education reimbursement being denied.

The employee must obtain and submit to Human Resources receipts for tuition, enrollment fees and books, and the employee's official school grade report for reimbursement. The Fire Chief retains ultimate and sole discretion to approve requests and specific items sought to be reimbursed. The employee must obtain and submit to Human Resources receipts for tuition, enrollment fees and books, and the employee's official school grade report for reimbursement. The Fire Chief retains ultimate and sole discretion to approve requests and specific items sought to be reimbursed.

5.8.3 Notary Public Pay

5.8.3.1 Notary Public 1 Pay

Employees who are employed in positions that are not routinely relied upon for ongoing notary services may be eligible to receive Notary Public 1 Pay. If such an employee is called upon to notarize a document, he or she shall receive pay in the amount of \$10.00 for each notarized document. In order to receive pay under this section, the employee must possess a valid notary public certification from the State of California.

Any Notary Public 1 Pay earned by an employee will not be included when calculating the employee's regular rate of pay for purposes of overtime. In addition, Notary Public 1 Pay will not be reported as compensation for purposes of pension benefits.

5.8.3.2 Notary Public 2 Pay

Employees in positions that are routinely relied upon for ongoing notary services may be eligible to receive Notary Public 2 Pay. Eligible employees are required to obtain and maintain a valid notary public certification from the State of California and to be available to perform notary services for the District during their working hours. Notary Public Pay 2 shall be equal to 2.5% of the employee's base rate of pay.

Any Notary Public 2 Pay earned by an employee will be included when calculating the employee's regular rate of pay for purposes of overtime. In addition, to the extent permitted by CalPERS, any Notary Public Pay 2 pay earned by an employee will be reported as compensation for purposes of pension benefits.

5.9 Work Out of Classification Pay

Work Out of Classification pay shall be paid to an employee who has been assigned in writing by the Fire Chief to temporarily perform the duties of a higher level or upgraded position for a period of not less than forty (40) hours in four (4) consecutive work days. Working out of Classification assignments shall last no longer than one (1) consecutive year.

Work Out of Classification Pay shall continue during any transition period in which the employee is expected to provide significant (which may mean 10-20 hours a week) training to the individual permanently appointed to the higher level or upgraded position.

Work Out of Classification pay shall be 10% of the employee's base rate of pay for each hour of out of classification work performed.

Any Out of Classification pay earned by an employee will be included when calculating the employee's regular rate of pay for purposes of overtime. In addition, to the extent permitted by CalPERS, any Out of Classification pay earned by an employee will be reported as compensation for purposes of pension benefits.

5.10 Residency Stipend

In the interest of supporting employees who choose to live in close proximity to the District for faster response in an emergency, the District will provide all unit members who live within a 30 mile radius of 170 Middlefield Road, Menlo Park, CA 94025 the following benefit:

Effective 1/09/2017: \$250 month stipend

Such stipend will not be included when calculating the employee's regular rate of pay for overtime pay, and will not be reported as compensation for purposes of pension benefits.

SECTION 6. DAYS AND HOURS OF WORK

6.1 Hours of Work

Full-time employees are regularly scheduled to work a four-ten schedule or 40 hours per workweek. Employee schedules may vary based on assignment. Employees may be permitted to work an alternative schedule, subject to the approval of the Fire Chief or designee.

6.2 Meal Periods

All unit employees that are regularly scheduled to work six (6) hours or more per day are required by the District to take a non-compensable meal period of thirty (30) minutes. Employees are not required to remain onsite during meal periods. Meal periods may not be waived or used to adjust scheduled work hours.

6.3 Annual Office Closure

District Administration offices and the US&R offices shall be closed on those regular business days between the Christmas holiday and New Years Day. The District shall provide notice to the Union no later than October 1 each year of the dates for the annual office closure. Employees are required to use either floating holiday hours or accrued paid annual leave hours during this closure. Employees who do not have any floating holiday hours or accrued annual leave will be placed on unpaid leave during this period.

6.4 Remote Work

Remote work is defined as work performed at an alternate worksite with pre-approval from the employee's supervisor or manager; final approval for such work may be granted only by the Fire Chief or his/her designee. District policy governs requirements and standards for remote work.

SECTION 7. OVERTIME

7.1 Overtime Pay

Overtime pay shall be paid on all hours an employee is required to work in excess of forty (40) hours in the workweek (see 5.3.1 for definition of a workweek). In determining if an employee has worked 40 hours, the District will include only those hours actually worked and any hours paid for a recognized holiday, provided that floating holiday hours shall not be included.

Overtime pay shall be calculated at one and one half (1½) times the employee's regular rate of pay. As used in this section, the term "regular rate of pay" shall be as determined under the requirements of the Fair Labor Standards Act.

7.2 Call Back Overtime

When an employee is called back to work by the Fire Chief or immediate supervisor (a) on the employee's scheduled day off, or (b) after the employee has completed his/her regular shift and has left his/her assigned work location, the District shall pay the employee a minimum of two (2) hours of pay at the time and a half rate of pay.

7.3 Compensatory Time Off

Bargaining unit employees are eligible to receive earned overtime in the form of compensatory time off upon request with the approval of the Fire Chief or his/her designee. The maximum allowable hours that may be contained in an employee's compensatory time off bank is 40 hours. Such bank may also include, upon the employee's request with the approval of the Fire Chief or his/her designee, banked straight time hours worked in excess of a part-time employee's regular schedule, but less than 40 in a workweek.

7.4 Disaster or Emergency Situations

7.4.1. Definitions

The following definitions shall apply only to the provisions of this Section 7.4.

7.4.1.1 Regular Business Hours

The phrase "regular business hours" as used in this Section refers to those hours between 7:00 a.m. and 6:00 p.m., Monday through Thursday, except that the term "regular business hours" as applied to the Fleet Supervisor shall mean those hours between 8:00 a.m. and 7:00 p.m., Tuesday through Friday.

7.4.1.2 Locally Declared Disaster

The phrase "locally declared" or "locally declared disaster" refers to an actual or potential disaster or emergency situation as declared by a local public agency served by the District.

7.4.1.3 State Declared Disaster

The phrase "State declared" or "State declared disaster" refers to an actual or potential disaster or emergency situation as declared by the Governor or under State law.

7.4.1.4 Federally Declared Disaster

The phrase "federally declared" or "federally declared disaster" refers to an actual or potential disaster or emergency situation as declared by the President of the United States or under federal law.

7.4.2 Work Performed Beyond Regular Business Hours

An employee ordered to work by the Fire Chief, or designee, in response to a locally declared, State declared, or federally declared disaster will be compensated at the overtime rate of pay for every hour worked outside of regular business hours.

In no event shall an employee receive less than two (2) hours of overtime compensation for work performed following receipt of an order which would require the employee to return to work during hours that are beyond the employee's regular business hours.

7.4.3 Work Performed During Regular Business Hours

An employee ordered to work by the Fire Chief, or designee in response to a locally declared, State declared, or federally declared disaster will be compensated at his or her regular rate of pay for every hours worked during regular business hours, except where an employee has qualified for overtime under Section 7.1 above. If an employee is required to work under this section on days which also constitute a District recognized

holiday, he or she will receive an additional hour of pay at his or her regular rate of pay for every hour worked during regular business hours on the holiday.

7.4.4 Compensatory Time Off

Compensation provided under the terms of this Section 7.4 cannot be taken in the form of compensatory time off.

SECTION 8. HOLIDAYS

8.1 Recognized Holidays

The following are recognized as District paid holidays for bargaining unit employees:

New Year's Day	Columbus Day
Martin Luther King Jr. Day	Veterans Day
President's Day	Day Before Thanksgiving Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Day After Christmas

8.2 Observance

In the event that a holiday is observed on an employee's regularly scheduled day off, the employee will be permitted to observe the holiday on the regularly scheduled work day which immediately precedes or succeeds the holiday.

A Friday or Saturday holiday shall be observed on the previous Thursday. A Sunday holiday shall be observed on the following Monday.

If a District paid holiday falls during the employee's scheduled vacation, the holiday will not be counted as vacation taken.

In order to receive holiday pay, an employee must be in paid status on the day immediately preceding and immediately following the date on which the holiday is observed. The number of hours that an employee will receive in holiday pay will be the same as the number of hours that the employee would have regularly worked if not for the holiday. If an employee is on a paid leave of absence when the holiday is observed, the number of hours that the employee will receive in holiday pay will equal the number of hours in which the employee was in paid status on the days immediately preceding and succeeding the holiday. An employee who separates or commences an unpaid leave of absence on the last scheduled workday preceding a holiday will not receive holiday pay.

8.3 Floating Holidays

In addition to the recognized holidays identified in Section 8.1, each employee shall be granted equivalent to two workdays worth of floating holiday hours per year on July 1. The number of floating holiday hours granted shall be equal to the employee's full-time equivalency on July 1. Any employee hired after July 1, shall receive floating holiday hours in proportion to the percentage of the fiscal year remaining to be worked. Once granted, the number of hours shall remain available for the employee's use during the year. Floating holidays can be taken at any time upon approval of the employee's supervisor. No employee may have more than the equivalent of 2 days worth of floating holiday hours at any time. Any unused floating holiday hours on June 30 will be forfeited. Floating holidays do not carry over from year to year.

8.4 Work On a Holiday

An employee who is required to work on a holiday shall receive, in addition to pay for the holiday, pay at the employee's regular hourly rate for all such hours worked.

SECTION 9. ANNUAL LEAVE / PAID TIME OFF (PTO)

9.1 Annual Leave Program

Annual leave is a comprehensive program that provides employees with accrued paid leave to cover all time off work except holidays, jury duty, bereavement leave, military leave or where paid leave is otherwise provided in this agreement.

9.2 Accrual

Annual leave begins accruing upon the employee's date of hire. The rate at which an employee accrues annual leave and the maximum amount of annual leave hours that may be accrued is determined by an employee's length of service and full-time equivalency. Full-time employees accrue annual leave as follows:

Uninterrupted Full Service Years (Months)	Monthly Accrual (Hours)	Annualized Accrual (Hours)
DOH – 3 (0-36 months)	17.00	204.00
4 – 9 (37-108 months)	21.00	252.00
10 – 13 (109-156 months)	24.00	288.00
14 – 18 (157 – 216 months)	25.00	300.00
19 – above (217 or more months)	27.00	324.00

The maximum number of annual leave hours that may be carried as an accrual by a full-time employee is 500 hours of leave.

9.3 Pre-designated Cash Out of Accrued Annual Leave

A fulltime employee may cash out annual leave hours accrued so long as a pre-designated election was made at any time in the prior calendar year per policy. An employee may not request to cashout an amount in excess of their annual accrual amount. Additionally, an employee is encouraged to maintain a minimum of 80 hours in their leave bank.

9.4 Part-Time Employees

For part-time employees, the annual leave hours accrued at each service increment, the maximum hours that may be accrued, the number of accrued hours required to qualify for cashout, and the accrued hours at which automatic cashout will occur shall all be pro-rated, based on the employee's full time equivalency.

9.5 Annual Leave at Termination

Upon separation from employment, an employee shall receive payment for any annual leave accrued but not taken up to 50% of the accrual balance per section 12.7 of this MOU. The remaining 50% shall be deposited in the employee's PEHP account. Such compensation for 50% of the accrued and unused annual leave shall be paid to the employee in one lump sum. It is understood that the percentage, if any, of the accrual balance that is deposited in the employee's PEHP account upon separation may change during the term of this MOU, per the bargaining unit's annual determination under Section 12.7.

9.6 Usage

The terms and conditions for usage of annual leave shall be as follows:

1. Scheduled Usage - Annual leave hours used for an employee absence on a day pre-approved by the employee's supervisor.
2. Unscheduled Usage - Annual leave hours used for an employee absence because of his/her own illness or injury or because of the illness of a member of the employee's immediate family requiring the care or attendance of the employee.

SECTION 10. LEAVES OF ABSENCES

The provisions of this section shall be read and administered in accordance with applicable provisions of state and federal statutes, regulations and decisional law (hereafter referred to as governing law) pertaining to family, pregnancy, disability and military leave rights. To the extent provisions of this section conflict with the governing law and the conflict results in a more favorable benefit for the employee, the governing law will take precedence. Otherwise, the provisions of this Section shall govern. If, during the term of this agreement, judicial, legislative, or regulatory changes to the governing law invalidate provisions of this section, the parties shall, as soon as it can be mutually

arranged, meet and confer to address the impact of the invalidated provisions on existing terms and conditions of employment.

10.1. Family Care and Medical Leave

The District employees may be eligible to receive a leave of absence under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). In order to receive FMLA and CFRA leave, employees must be employed with the District for at least one year and must have actually worked at least 1,250 hours in the one year immediately preceding the leave.

Eligible employees may receive up to 12 weeks of unpaid leave for the following purposes: (1) to care for their own serious health condition, as determined under the FMLA and the CFRA; (2) to care for the serious health condition of a parent, child, spouse, or registered domestic partner; and (3) to bond with the employee's a new born child; or (4) to bond with a child placed in the employee's home through adoption or foster care. Eligible employees may receive up to 26 weeks of unpaid leave to care for an injured service member, as defined under the FMLA. The District will use a rolling calendar year to determine the amount of leave time available at the time of the employee request.

The administration of any FMLA or CFRA leave provided for under this provision shall be in accordance with the provisions of the FMLA and the CFRA. Leave provided under this provision may run concurrently with other leaves provided under this agreement. Additional information regarding available leave benefits is set forth in the District's Family Care and Medical Leave Policy.

10.2. Pregnancy Disability Leave

The District shall provide eligible employees with leave in accordance with the provisions of the California Pregnancy Disability Leave Law. Eligible employees may receive up to four months of unpaid leave when they are disabled due to pregnancy. During Pregnancy Disability Leave an employee shall be entitled to continue to receive the District's flexible benefits program contribution amount. The administration of any leave under this provision shall be in accordance with the provisions of the Pregnancy Disability Leave Law. Additional information regarding available leave benefits is set forth in the District's Family Care and Medical Leave Policy.

10.3. Worker's Compensation Leave

Worker's compensation leave is absence from duty granted because of a disability caused by illness or injury arising out of and in the course of the individual's employment. Worker's compensation leave shall be in accordance with the provisions of the workers' compensation laws of the State of California.

The District will attempt to provide modified duty assignments for employees who are unable to perform their regular duties due to a work-related illness or injury. Modified duty assignments will be determined in accordance with the employee's medical restrictions, the needs of the District and the District's Modified Duty Assignment Policy.

10.4 Catastrophic Leave Bank

The District shall establish and maintain a Catastrophic Leave Bank which allows bargaining unit members and other employees to donate accrued leave to other employees who have exhausted or will exhaust their accrued leave due to the employee's own health condition, or a health condition of a member of the employee's immediate family.

Immediate Family shall be defined as an employee's spouse, registered domestic partner, child (including step or foster child), or a person defined as a dependent for Income Tax purposes.

The Catastrophic Leave Bank will include the following terms and conditions:

- All full-time regular and probationary employees shall be eligible to apply for and receive paid leave from the Catastrophic Leave Bank.
- Time donated or given will be a one hour for one hour exchange, no conversions, based upon the requesting employee's rate.
- The catastrophic leave bank will have a maximum cap of 500 hours.

The Catastrophic Leave Bank shall not be initiated until the employee's leave balances (annual leave, floating holidays, and comp time bank) are completely exhausted.

In order to be eligible to receive paid leave from the Catastrophic Leave Bank due to an employee's own health condition, an employee must provide a physician's statement that the employee's health condition is such that the employee is currently unable to perform his/her regular duties and that provides an estimate of the length of time the employee's health condition will be such that the employee is unable to perform his/her regular duties. If an employee is eligible for FMLA, the employee must apply FMLA leave while using the Catastrophic leave bank.

In order to be eligible to receive paid leave from the Catastrophic Leave Bank due to the health condition of a member of an employee's immediate family, an employee must provide a physician's statement that the health condition of the member of the employee's immediate family is such that the employee must take time off from work to provide care for that person and an estimate of the length of time the employee will need to take time off from work to provide such care. If an employee is eligible for FMLA, the employee must apply FMLA leave while using the Catastrophic leave bank.

An employee who meets the conditions of eligibility for the receipt of paid leave from the Catastrophic Leave Bank shall be entitled to receive up to 320 hours of such leave in a 12-month period, provided that there are a sufficient number of hours in the Catastrophic Leave Bank. The Fire Chief shall have the discretion to approve a request from an eligible employee for additional hours of paid leave from the

Catastrophic Leave Bank. A denial by the Fire Chief for additional hours of paid leave from the Catastrophic Leave Bank shall not be subject to the grievance or other appeal procedures.

Employees receiving paid leave from the Catastrophic Leave Bank shall accrue leave based on the MOU.

A 40-hour workweek employee who has at least 120 hours of annual leave may donate annual leave hours. A 40-hour workweek employee donating annual leave may not make a donation that would result in his/her having less than 80 hours of annual leave.

Employees with floating holidays may donate part or all of their annual unused floating holiday hours.

The District's Catastrophic Leave Policy shall authorize employees to make donations annually to the Catastrophic Leave Bank. At any time during the year that the number of hours in the Catastrophic Leave Bank falls below the number of hours that are to be granted to an eligible employee, the Human Resources Department will notify the Union so they may solicit additional donations to the Catastrophic Leave Bank from regular employees. The names of the employees who make donations to the Catastrophic Leave Bank and the number of hours shall be kept confidential.

10.5 Integration

Employees shall timely apply for Worker's Compensation Temporary Disability benefits, State Disability benefits, and/or State Disability Family Leave benefits (referred to as "benefit payment") as appropriate to the injury, illness or condition which supports the basis for any leave of absence. For any period during which an employee on an approved leave receives any benefit payments, such payments will be integrated with the employee's use of accrued paid leaves. In no event may an employee receive more in compensation through the combination of any benefit payments received and any paid time off received in cash than the employee would have received in regular compensation if not for the absence.

In the event that there is a delay in the issuance of any benefit payment, the employee is required to notify the District. Should an employee receive a retroactive benefit payment, which when combined with the paid time off hours provided to the employee for the period of the retroactive payment would result in the employee receiving more than he or she would have received in regular compensation, the employee shall provide a photocopy of any retroactive benefit payment check to the District. The amount of any retroactive benefit payment will be divided by the employee's rate of pay, including any specialty pays. The resulting number of hours shall be credited to the employee for purposes of District payment toward medical premiums only for any period of that leave which exceeds the District's obligation to provide paid health care benefits under the FMLA/CFRA, and for which District payment is not already being made.

10.6 Leave Without Pay

This section shall cover leaves of absence without pay which are in excess of or not covered by leaves provided in sections 10.1 through 10.3 and 10.6 through 10.11, inclusive.

10.6.1 Request for Leave

Upon written request a leave of absence without pay may be granted to any employee for a period of time not to exceed six (6) months for education, training (which will materially benefit District services), personal or medical reasons where other leave provisions are not available or have been exhausted. An employee shall not be entitled to a leave of absence under this provision as a matter of right, but may be granted only upon the approval of the Fire Chief or designee.

A request for a leave of absence in excess of six (6) months may be considered by the Fire Chief, who will evaluate potential benefits to the District, and may grant such extended leave of absence, at the Fire Chief's sole discretion.

10.6.2 Eligibility

To be eligible to request a leave of absence without pay, the employee must have exhausted all of his or her available accrued leave banks and must not be eligible for leave under any other provision of this agreement.

10.6.3 Effect of Leave of Absence

An employee's seniority date will not be adjusted by the length of a leave of absence. However, the period of the leave of absence will extend the date on which the employee becomes eligible for a step increase, and the date the employee will be eligible for a change in his/her annual leave accrual.

10.6.4 Accruals and Benefits While on Leave

A leave of absence without pay shall not be construed as a break in service or employment, and rights accrued at the time the leave is granted are retained by the employee; however, annual leave hours, increases in salary, paid holidays and other fringe benefits shall not accrue to a person granted an unpaid leave of absence during the period of such leave.

All premiums under the District's health, dental, and life insurance programs, union dues, and any other fees, charges and deductions shall be the responsibility of the employee while on an unpaid leave of absence.

10.6.5 Return from Leave

The supervisor of an employee returning from a leave of absence shall promptly notify the Human Resources Manager of the return of the employee from an official leave of absence. An employee returning from a leave of absence may be required to provide

medical documentation indicating the employee's fitness to return.

If an employee requests to return to work prior to the scheduled end of their leave, the employee must request approval from the Deputy Chief or designee at least five (5) days prior to the date of returning to work. The Deputy Chief or designee may request substantiating evidence (i.e. medical examination, doctor's written release, etc.). If the Deputy Chief or designee does not grant the request the employee may appeal the decision to the Fire Chief.

Upon return from an authorized leave of absence and after providing all required documents, the employee on leave will be returned to the position he/she vacated or to a comparable position if the former position is not available.

10.6.6 Filling of Vacancy Related to Leave

When a regular position is vacant due to an official leave of absence, the position may be filled for the length of that leave, and any extension thereof. Any person not a regular employee filling such position shall be a temporary employee.

10.7 Military Leave

Military leave shall be granted in accordance with Section 395 of the Military and Veterans Code and the Uniformed Services Employment and Reemployment Rights Act, 38 U.S. C. section 4301 et seq.

10.8 Bereavement Leave

In the event of a death in the employee's immediate family, the District will grant up to four work days off with pay to handle family affairs and attend the service; these days shall be consecutive unless the Fire Chief or his/her designee approves otherwise. For the purpose of this Section 10.7, immediate family means: spouse, registered domestic partner, child (including step or foster child), mother or father (including step-, foster-, grand- and -in-law), brother or sister.

In the event of the death of a member of an employee's family other than an immediate family member as defined in this section, a leave of absence with pay of one (1) day shall be granted.

If an employee needs to use bereavement leave, they must notify their supervisor to get permission.

If additional time is necessary, it must be requested by the employee and may be granted subject to the approval of the Fire Chief or designee, whose decision shall be final. If such additional time is granted, it shall be deducted from the employee's annual leave bank; provided, however, that if the employee has no accrued and unused annual leave hours available such additional time off shall be granted without pay.

In special or unusual cases, when someone other than the immediate family has raised the employee, or due to unusual circumstances has a very close relationship to the employee, the Fire Chief or his/her designee may grant bereavement leave, chargeable to the employee's annual leave balance, to permit the employee to attend the funeral or memorial services.

10.9 Court Appearances and Jury Duty

10.9.1. Jury Duty

An employee who is summoned to serve on a jury must notify his or her supervisor as soon as possible after receiving notice of both possible and actual jury service. A leave of absence with pay shall be granted by the Fire Chief or designee, to an employee who is called for jury duty. While on jury duty, any payment except travel pay, meals and lodging received by the employee as a juror shall be remitted to the District through the Fire Administration. Time spent on jury duty is not work time for purposes of calculating overtime compensation.

10.9.2. Subpoena

An employee who is subpoenaed to appear in court in a matter regarding an event or transaction which he or she perceived or investigated in the course of his or her District job duties will appear without loss of compensation. The time spent in response to a subpoena will be considered work time. Any payment except travel pay, meals, and lodging received by the employee for such service shall be remitted to the District through the Fire Administration.

10.9.3. Exception for Employee-Initiated or Non-District Related Matters

An employee who is a Plaintiff or Petitioner in an action against the District or who is a named party, a paid expert witness, or subpoenaed to appear in a matter unrelated to the District and its activities, is not eligible to receive compensation for time spent related to those proceedings. In such cases, an employee may request to receive time off without pay, or may use accrued annual leave for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

10.10 Time Off to Vote

If an employee does not have sufficient time outside of working hours to vote in a state-wide election, the employee may take up to two hours off without loss of pay at the beginning or end of the day. Prior approval for this time off by the employee's supervisor is required. Employees are required to provide at least two (2) working days prior notice in order to be eligible to receive benefits under this section.

10.11 School Related Leave

Any employee who is a parent, guardian or grandparent having custody of one or more children in kindergarten or grades 1 through 12 or attending a licensed day care facility

shall be allowed up to forty (40) hours each school year, not to exceed eight (8) hours in any calendar month of the school year, without pay, to participate in activities of the school of their child. Such employee must provide reasonable advance notice of the planned absence.

The employee may be required to use accrued annual leave to cover the absence. The District may require the employee to provide documentation from the school as verification that the employee participated in school activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody work for the District at the same work site, only the first parent requesting leave shall be entitled to leave under this provision.

10.12 Absence Without Authorized Leave

Unless the employee provides sufficient justification as determined by the Fire Chief or designee, any employee who is absent for three consecutive working days without being on annual leave or an authorized leave of absence or who fails to return following the expiration of an authorized leave of absence shall be considered as having automatically and voluntarily resigned his or her employment with the District. Nothing in this section shall limit the District's authority to discipline or dismiss an employee due to an unauthorized absence. A resignation processed pursuant to this Section will be conducted in accordance with applicable law, including providing the employee with notice of the District's intent to process a resignation under this provision and opportunity to be heard before such resignation is deemed final. However, an employee who is separated under this rule is not entitled to a disciplinary appeal under any other section of the District's rules.

10.13 Coordination with Paid Leave Hours

An employee who needs a leave of absence that exceeds the types and/or periods of leave provided for above and who continues to have accrued and unused paid leave hours will be permitted to use their accrued paid hours in accordance with the relevant section of this agreement.

SECTION 11. EVALUATIONS

11.1 Purpose

Evaluating employee performance is one of the most important responsibilities of a manager or supervisor. Evaluations provide a framework for setting and accomplishing organizational and individual goals and objectives. An effective evaluation process lets employees know what is expected of them, how they are performing, and how they can improve and/or take advantage of growth and career opportunities. This is particularly true when the employee is on probation, forming the basis for their future work habits and relationships.

11.2 Evaluation Procedure

The following guidelines should be followed in the performance evaluation process:

11.2.1 General

Each supervisor is responsible to set and communicate clear performance standards for his or her subordinates at the beginning of, and throughout, the review period. Feedback on employee performance is a continual process throughout the year and needs to be given as recognition for achievements or when the employee is having difficulty meeting performance standards or objectives.

11.2.2 Formal Evaluation

On a regular basis (see Section 11.3 below), each supervisor is responsible to conduct formal performance evaluations with each subordinate employee summarizing past discussions and setting performance goals.

11.2.2.1 Working Draft

Since the performance appraisal conference is a cooperative effort between supervisor and employee, the evaluation form should initially be done as a draft. This provides an opportunity for the employee to assess the draft, reflect on his/her performance, and review the draft performance objectives to be discussed at the conference.

11.2.2.2 Employee Response

Employees should be given 14 calendar days from the date the draft evaluation form is given to or discussed with the employee to comment and/or respond to the evaluation content and process, either in discussion with the supervisor or in writing.

11.2.2.3 Final Evaluation

At the end of the 14 calendar day draft period, and after considering the employee's comments and suggestions, the supervisor will issue the final evaluation, incorporating any changes he/she feels are warranted.

11.3 Timing of Evaluations

It is particularly important that reports be done in a timely manner, particularly with probationary employees for whom timely information is part of assuring every opportunity for successful completion of their probationary period.

Newly hired employees will be evaluated at least quarterly (90 days) during the initial year.

Incumbent employees will be evaluated on an annual basis on the employee's anniversary date, as defined in Section 5.5.1. An employee will complete a self-rating in advance of their annual evaluation review with his or her supervisor. An employee

should receive a mid-year review, and a final appraisal after the completion of each year (from the anniversary date) in a position.

A special performance evaluation/performance improvement plan may be instituted when, in the supervisor's judgment, the employee's performance requires immediate improvement.

The Fire Chief or designee will maintain a system to assist supervisors in completing performance evaluations on time.

11.4 Performance Appraisal Form and Guide

A copy of the employee performance appraisal form and guide may be obtained from Human Resources.

11.5 Employee Signature

Upon issuance of the final evaluation form, the employee will be asked to acknowledge it by signing the form. He or she will then be given a copy of the signed evaluation form. If the employee does not agree with the evaluation, he or she should be encouraged to submit a rebuttal which will be included with the evaluation form and placed in the employee's personnel file. The provisions of this Section 11 are not subject to the grievance procedure.

The Self-Rating Form shall be maintained by the employee with a copy being maintained by their supervisor. The Mid-Year Review Form shall be maintained by the supervisor. The Final Appraisal Form shall be returned to Human Resources, reviewed by the Deputy Chief/Fire Chief and placed into the employee's personnel file.

SECTION 12. HEALTH AND WELFARE COVERAGE

12.1 CalPERS Health Care Benefits

The District agrees to contract with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing employees and their dependents with access to medical insurance benefits. Unit members must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

Because the availability of specific plans and benefit levels provided by CalPERS is not within the District's control, the District's obligations shall be limited to providing employees with those benefits described in this Section.

In the event medical insurance coverage in effect on January 9, 2018 becomes unavailable, the parties agree to meet and confer on modifying this Section to provide for an alternative group medical insurance plan.

12.2 District's Employer Contribution for Medical Insurance Benefits

The District's employer contribution towards medical insurance benefits shall be the minimum contribution amount required by Government Code Section 22892. Contributions provided under this section are required only to the extent mandated by the PEMHCA.

The District will provide each eligible annuitant, as defined by the PEMHCA, with an employer contribution towards medical insurance benefits that is equal to any contribution provided to an active employee under this section 12.2.

12.3 Flexible Benefits Program

12.3.1 Cafeteria Plan

For the duration of the MOU, the District agrees to maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health and welfare benefits.

12.3.2 Flexible Benefit Allowance

The District agrees to provide a Flexible Benefit Allowance to all full-time employees eligible to participate in District sponsored health and welfare benefits. Receipt of any Flexible Benefit Allowance under this Section shall be in addition to any employer contribution that is provided under Section 12.2 above. The Flexible Benefit Allowance provided to a full-time employee shall be as follows:

For the term of this MOU the District agrees to contribute an amount equivalent to 90% of the Kaiser Bay Area family rate, however, such contribution shall not exceed the amount of \$2,000 per month during the term of this MOU.

A full month's café contribution will be paid for each month the employee is eligible for a healthcare plan through the District. As benefits are currently paid a month in advance, this would include the first and last month of employment. This does not include time in which an employee is in unpaid status or is eligible for COBRA benefits.

Part-time employees will receive a pro-rated contribution to the flexible benefits program.

Any Flexible Benefit Allowance provided for under this Section can only be used by an employee in accordance with the provisions of the District's Cafeteria Plan. Employees shall be responsible for paying any difference between the costs of selected benefits and the Flexible Benefit Allowance provided by the District.

Effective with the adoption of this MOU, members waiving health plans must show proof of alternate group coverage that meets the ACA requirements. Alternate health insurance must cover the employee's entire tax family as defined by the ACA.

It is understood by the parties that the matter of employee use of the flexible benefit/cafeteria plan monies provided for in this section is still under discussion, affects not just the AFSCME unit members but all District employees, and cannot be resolved before the execution of this agreement. Accordingly, notwithstanding the parties' execution of this agreement, the parties agree that AFSCME shall be an equal party with other groups in the subsequent discussion/meet and confer process on this matter, and that any District resolution of this issue shall be applied to AFSCME unit members on terms no less favorable than applied to all other District employees.

Upon implementation of cafeteria plan changes which will occur only after a meet and confer process with the union in coordination with other miscellaneous units, employees waiving coverage shall be limited to receiving 10% of the Café plan amount in cash as a Health Coverage Waiver Benefit.

Upon implementation of the foregoing changes, this limit to 10% of the Cafeteria plan amount in cash shall also apply to employees who do not waive health premium coverage but whose premiums do not exhaust the full cafeteria plan entitlement per the current MOU.

12.4 Dental

The District shall contribute one hundred twenty-two dollars (\$122.00) per month toward the employee dental plan. Part-time employees shall receive a pro-rated District contribution towards the dental plan. Benefits shall be administered by a third-party administrator. During the term of this agreement, the District shall pay any administrator fees.

12.5 Retirement Plan

12.5.1 CalPERS Pension Plan

The District contracts with CalPERS for the purpose of providing eligible bargaining unit employees with pension benefits.

All employees hired before January 1, 2013 will be entitled to a 2.7% at age 55 formula with one-year final compensation and the following options:

1. Half Continuance
2. The 1957 Survivors Benefit
3. The 1959 Survivor Benefit Termed "Indexed Level"
4. The Single Highest Year Option
5. The "Military Service Credit" Option

For all employees hired after January 1, 2013 and defined as a "new member" pursuant to California Government Code Section 7522.02 will be entitled to a 2.0% at age 62 formula with three-year final compensation.

12.5.2 CalPERS Member Contributions

Employees shall pay the statutory member contribution to CalPERS, currently established as 8% for "classic" members and 6.25% (half of total normal costs) for "new" members as defined under PEPPRA. Any changes in contribution amounts directed by CalPERS shall be implemented after a meet and confer process with the union.

12.6 Supplemental Retiree Benefits

With regard to medical benefits upon retirement, in addition to and separate from any District contribution provided to an annuitant under Section 12.2 of this MOU, a bargaining unit employee:

- 1) shall receive a monthly District contribution of \$250 into their PEHP account, currently administered by Nationwide.

12.7 PEHP

The District agrees to participate in a Post Employment Health Plan (PEHP) held within a VEBA, a tax-exempt legal entity established pursuant to Internal Revenue Code Section 501(c) (9) for bargaining unit members. Participation in the plan shall be in accordance with the terms and conditions of the Plan's Participation Agreement. As of July 1, 2009, the plan provides that fifty percent (50%) of the value of an employee's accrued and unused leave hours which are cashed out upon separation or retirement are to be deposited in the employee's PEHP account for the purpose of receiving tax-free reimbursements for qualified medical insurance premium expenses. The bargaining unit reserves the right to annually modify the percent of the value of any accrued and unused leave hours that are to be contributed to an employee's PEHP account upon separation.

12.8 Flexible Spending Accounts

The District provides employees, through its payroll provider, with access to programs that allow employees to make pre-tax contributions towards: (1) qualified dependent care expenses; and (2) qualified medical expenses. These programs shall be administered in accordance with state and federal law.

12.9 Life Insurance

The District will pay the premium for life insurance benefits for each employee. District paid life insurance benefits will provide for a minimum benefit of \$100,000. Employees are solely responsible for the cost of any additional or supplemental life insurance benefit.

12.10 State Disability Insurance

All employees participate in the State Disability Insurance (SDI) Program, which provides partial income replacement in the event an employee is unable to work due to an illness or injury that occurs outside the workplace. The Employee pays the premium for this insurance coverage. Employees on a leave of absence who receive SDI benefits are required to coordinate their receipt of those benefits with any accrued paid time off, except

that employees shall not receive more in compensation through the coordination of SDI benefits and paid time off than the employee would have received while working his or her regularly scheduled hours.

12.11 Long Term Disability

The District will provide bargaining unit members with Long Term Disability (LTD) Insurance through a plan that is sponsored by the District in conjunction with members of the Unrepresented and Management group.

12.12 Commute Incentive

The District will evaluate the value of this benefit for the AFSCME employees. The District may suggest an alternate benefit of similar cost and implement this benefit with approval from the Fire Chief. Any recommended alternate benefit with a significant cost difference will be presented to the Board for approval.

SECTION 13. UNIFORM AND TOOL ALLOWANCE

13.1 Uniform Allowance

The District will provide all new employees, on a one-time basis, with four uniform shirts. Bargaining unit employees shall receive a uniform replacement and maintenance allowance per month. The amount of this allowance shall vary based on an employee's position and full-time equivalency. Full-time employees in classifications requiring a 'Class B' uniform shall receive a uniform allowance of \$75.00 per month. Full-time employees in all other bargaining unit classifications shall receive a uniform allowance of \$50 per month. Part-time employees will receive a pro-rated uniform allowance. Employees receiving a uniform allowance are required to comply with the provisions of the applicable uniform policy. On an annual basis in January, employees in a non-customer interaction position will be given the option of waiving the uniform allowance and be allowed professional attire instead.

Where a position currently required to wear a 'Class B' uniform is vacated, District management retains the right to evaluate the 'Class B' uniform requirement for that classification, and further, retains the right to eliminate the 'Class B' uniform for prospective new hires or newly promoted employees to that classification after notification and meeting with the Union upon request.

Uniform allowance payments received by an employee will be reported as compensation for purposes of pension benefits for classic members only. Employees defined as new members by CalPERS shall not be entitled to have uniform allowance payments reported as compensation for purposes of pension benefits. Uniform allowance payments are not included when calculating an employee's regular rate of pay for purposes of overtime.

13.2 Tool Allowance

The District will provide full-time employees in the classifications of Mechanic and Fleet Supervisor with a tool allowance of \$200 per month for the purchase and maintenance of

personal tools used to conduct District business. Tools purchased and maintained must be of a type that is used within the scope of position job requirements. Part-time employees will receive a pro-rated tool allowance.

Tool allowance payments are not included when calculating an employee's regular rate of pay for purposes of overtime and are not reported as compensation for purposes of pension benefits.

SECTION 14. DISCRIMINATION

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, disability, religion, or legitimate union activities against any employee or applicant for employment by the Union or by the District or by anyone employed by the District; and to the extent prohibited by applicable State and Federal law, there shall be no discrimination against any disabled persons solely because of such disability unless that disability prevents the persons from performing the essential job duties of the position. Complaints alleging discrimination based on legitimate union activities, shall be processed as grievances under this MOU. All other complaints of discrimination shall be processed in accordance with the District's policy prohibiting discrimination, harassment and retaliation.

SECTION 15. PERSONNEL FILES

Each employee shall have the right to inspect and review his or her own official personnel and/or medical file, which is kept or maintained by the District. The contents of such records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the District on the employee's off time. With written permission from the employee, these records may also be reviewed by a Union representative.

Employees shall receive a copy of any written reprimand or warning and any other document prior to it being placed in the employee's personnel file.

Upon receipt of a letter of reprimand or warning, which the employee feels is factually incorrect, the employee may so advise the Human Resources Manager in writing and such written response shall become a permanent part of the employee's personnel file. A letter of reprimand or warning is not subject to the grievance procedure. A letter of reprimand or warning, and any corresponding written response, will be removed from the employee's personnel file two (2) years after it is issued upon written request by the Union or employee.

Fire Administration may place in the employee's personnel file any letter of appreciation and commendation that in the Fire Chief's or his/her designee's estimation is of outstanding merit.

SECTION 16. PROBATIONARY PERIODS

New employees shall serve a probationary period of twelve (12) months in the classification for which he or she was hired. The probationary period will commence on the first day the employee reports to work for the District. The probationary period of an employee who is absent from work, temporarily reassigned to perform in another classification, or temporarily assigned to perform modified or light duty may be extended by the same amount of time as the absence or reassignment.

Employees may be suspended or separated from the District service at any time during the probationary period without right of appeal or hearing. Actions taken under this section shall not be subject to the grievance procedure.

SECTION 17. DISCIPLINARY ACTION

17.1 General

A supervisor may discipline any employee who reports to that supervisor; provided, however, that no permanent employee may be disciplined except for cause and such discipline shall be accordance with the provisions of this section. For purposes of this Section, the term discipline means suspend, impose a reduction in pay, demote, or dismiss.

17.2 Right to Representation

When an employee is required to meet with a supervisor or manager and reasonably anticipates such meeting will involve questioning that could lead to disciplinary action, he/she shall be entitled to representation by a Union Steward or other representative if he or she so requests. The employee shall also be entitled to Union representation at any subsequent step of a disciplinary or appeal process if he/she so requests. No representative provided under this provision shall be a person who is also subject to the same investigation.

17.3 Pre-Disciplinary Due Process

17.3.1 Notice of Proposed Disciplinary Action

Before disciplining an employee, the District shall provide the employee with written notice of any proposed disciplinary action either personally or by registered or certified mail, return receipt requested. The notice shall include:

- (1) A statement of the nature and extent of the proposed disciplinary action.
- (2) The effective date of the proposed disciplinary action.
- (3) A statement of the causes upon which the proposed discipline is based, including a copy of any documents relied upon.
- (4) A statement in ordinary and concise language of all the specific facts or omissions upon which the proposed disciplinary action is based.

- (5) A statement advising the employee of his or her right to respond, either orally or in writing, to the proposed disciplinary action and of the manner and time within which said response must be given.
- (6) A statement that if the employee's response is not given in accordance with the manner and time outlined, the employee's right to provide a pre-disciplinary response shall be waived, and the discipline will proceed as proposed.
- (7) A statement that the employee is entitled to Union representation in this matter if he/she so requests.

17.3.2 Employee Response

The affected employee may, within ten (10) business days (excluding Fridays, Saturdays, Sundays, District holidays) after receiving written notice of any proposed disciplinary action, respond to the notice of proposed disciplinary action either orally or in writing. If the employee fails to respond to the notice of proposed discipline within the time period specified, he/she will have waived the right to respond at this level and the discipline may be imposed as proposed.

17.3.3 Final Action

After considering any response from the employee, and considering any defenses or mitigating circumstances, the Deputy Fire Chief or designee will render a decision on the notice of proposed discipline. If the Deputy Fire Chief or designee imposes discipline, the employee has a right to appeal that decision as set forth in the grievance procedure, Section 18.2 of this MOU. Any decision to impose discipline will not be tolled pending resolution of the appeal.

17.4 Causes for Dismissal

Any employee may be disciplined for cause only. The following, among others, are causes which are sufficient for such action:

- (1) Absence without authorized leave.
- (2) Conviction of a felony or any charge which disqualifies an individual from employment, or failure to notify the District of such conviction. "Conviction" shall be construed to be a determination of guilt of the accused by a court, including a plea of guilty or nolo contendere, regardless of sentence, grant of probation, or otherwise.
- (3) Disorderly or immoral conduct.
- (4) Conduct which discredits the District, the employee's District employment, or the public service.
- (5) Incompetence or inefficiency in the performance of the employee's assigned work.
- (6) Insubordination, meaning that the employee, having the ability to carry out a reasonable act when directed to do so by a supervisor or manager with authority to direct his/her activities on the job, willfully fails or neglects to perform the directed act.

- (7) Discourteous or disrespectful treatment of the public, fellow employees or supervisors.
- (8) Intoxication while on duty, or other violation of the District's Drug-Free Workplace Policy.
- (9) Neglect of duty.
- (10) Negligent or willful damage to District property, equipment or vehicles, or waste of District supplies or equipment.
- (11) Unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam related to the employee's continued ability to perform his or her job.
- (12) Dishonesty, including but not limited to: theft, misappropriation, misuse or mishandling of District funds or property, taking District equipment for personal use without permission, falsifying time records, materially misrepresenting or concealing facts or making false statements regarding one's employment, including application for employment, promotion or appointment.
- (13) Misuse of medical or disability leave for purposes not authorized or provided for pursuant to the District's leave policies.
- (14) Excessive or unexcused absenteeism and/or tardiness.
- (15) Failure to maintain any license, certificate or credential required by the minimum standards for the employee's position, including failing to timely notify the District of any anticipated loss or lapse of such license, certificate or credential.
- (16) Willful violation of any provisions of the Policies and Procedures Manual governing the Fire District and/or the provisions of this Memorandum of Understanding.

17.5 Suspension

Employees suspended from the District service shall forfeit the accrual of seniority or service time, salary, and/or other fringe benefits while on such suspension.

SECTION 18. GRIEVANCES

18.1 Grievance Defined

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding excluding, however, those provisions of this Memorandum of Understanding which specifically provide that the decision of any District official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. In the event that an alternative complaint procedure is applicable to an employee's claim (e.g., harassment complaint), the grievance shall be treated as having been submitted under that alternative procedure and will be processed accordingly. Any matter addressed through an alternative procedure may not also be raised as a grievance under this section.

18.2 Grievance Procedure

Grievances shall be processed in the following manner:

18.2.1 Informal Grievance

Any employee who believes he/she has a grievance may discuss his/her complaint with his/her supervisor. If the issue is not resolved at that level, or if the employee elects to submit his/her grievance as a formal grievance and without first discussing the grievance with his/her supervisor, the following procedures must be followed. The aggrieved employee may be represented by the Union at this and any subsequent step of the grievance procedure.

18.2.2 Formal Grievance

No grievance shall proceed or be processed as a formal grievance which has not been timely filed or appealed under this section.

18.2.2.1 Step 1 – Filing with Human Resources Manager

In order to be timely filed, the grievance must be initially filed with the Human Resources Manager within ten (10) business days of the events giving rise to the grievance or within ten (10) business days of the time the grievant became aware or reasonably should have become aware of the facts giving rise to the grievance.

Any grievance involving suspension, demotion or dismissal, must be initially filed in writing with the Human Resources Manager within ten (10) business days of the time at which the affected employee was notified of such action. Any grievance regarding the payment of compensation must also be initially filed in writing at this step.

The grievance may be filed by either the aggrieved employee or an official of the Union. The grievance must state the facts supporting the grievance and the provision of the agreement violated along with a proposed remedy. The Human Resources Manager shall investigate the issues, meet with the grievant, and attempt to reach a satisfactory resolution of the grievance. If a satisfactory resolution is not reached, the Human Resources Manager will respond to the grievance in writing. Any written response will be provided within ten (10) business days of any meeting with the grievant to attempt to resolve the grievance.

18.2.2.2 Step 2 – Referral to the Deputy Fire Chief

In the event the grievance is unresolved after Step 1, the grievant or the Union may refer the matter to the Deputy Fire Chief. Any referral to the Deputy Fire Chief must be made within ten (10) business days after the date of any written response to the Grievance is provided under Step 1. If no written response to the grievance is provided under Step 1, the referral must be made within ten (10) business days after the timeline for providing a response under Step 1 has expired.

Upon receiving the referral, the Deputy Fire Chief shall meet with the grievant, and attempt to reach a satisfactory resolution of the grievance. If a satisfactory resolution is

not reached, the Deputy Fire Chief will respond to the grievance in writing. Any written response will be provided within ten (10) business days of any meeting with the grievant to attempt to resolve the grievance.

18.2.2.3 Step 3 – Appeal to the Fire Chief

Timeline - In the event a grievance involving discipline is unresolved after Step 2, the grievant or the Union may refer the matter to the Fire Chief. In the event a grievance involving the interpretation or application of this MOU is unresolved after Step 2, the Union may refer the matter to the Fire Chief. Any referral to the Fire Chief must be made within ten (10) business days after the date any written response to the grievance is provided under Step 2. If no written response to the grievance is provided under Step 2, the referral must be made within ten (10) business days after the timeline for providing a response under Step 2 has expired.

Options - The Fire Chief may either hear the matter or, at the Union's request, the hearing will be assigned to a hearing officer who shall be selected by the mutual agreement of the parties. The fees and expenses of the hearing officer shall be shared equally by the parties. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs if any. The decision of the hearing officer on matters properly before him/her shall be advisory to the Fire Chief.

Decision – If the Fire Chief has heard the matter, the Fire Chief shall render a decision within ten (10) business days of the close of the hearing process. If the hearing has been conducted by a hearing officer, the Fire Chief shall either affirm, set aside or modify the decision within ten (10) business days of receipt of the hearing officer's decision, except that if the Fire Chief takes no action within ten (10) business days of the receipt of the hearing officer's decision, the decision shall become final and binding on the parties. Any decision by the Fire Chief shall be final and binding on the parties.

18.3 Compensation Payments

Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than ninety days (90) from the date upon which the complaint was filed.

18.4 Engaging in Action Against the District

The Union, its members and representatives, agree that it, and they will not engage in any of the following concerted actions against the District: authorizing, sanctioning, or supporting any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound as determined by the Fleet Supervisor and the Duty Chief)

or to perform customary duties; and neither the Union nor any representatives thereof shall engage in job action against the District for the purpose of effecting changes in the directives or decisions of management of the District, nor to effect a change of personnel or operations of management or of employees of the District not covered by this Memorandum of Understanding.

SECTION 19. OUTSIDE EMPLOYMENT

No permanent employee shall engage in any gainful employment that may constitute a conflict of interest for the employee or the District. No emblem, badge, or other employee identification shall be used by any employee while he/she is engaged in any outside employment. The District will in no way be responsible for compensation or other benefits in the event of illness or injury incurred in connection with any outside employment.

No employee shall apply himself/herself, whatsoever, to any outside employment during his/her working hours.

No employee shall apply himself/herself, whatsoever; to any outside employment during any period of leave granted under Section 10 without permission from the Fire Chief.

SECTION 20. MEDICAL EXAMINATIONS AND MEDICAL SEPARATIONS

20.1 Medical Examinations

An employee may be required to undergo a fitness for duty examination to determine whether he or she can perform the essential functions of his or her position. In the event the Fire Chief or designee determines there is necessity for a fitness for duty examination, the Fire Chief or designee shall inform the employee of the basis for that determination. An employee shall submit to such examination at any time during such employee's employment. The District may require that the examination be conducted by a physician selected by the District. If the District required that the examination be conducted by a physician selected by the District, the full cost of the examination shall be born by the District.

20.2 Medical Separations

In the event that it is determined that an employee is medically unable to perform the essential functions of his or her position and it is determined that there is no reasonable accommodation which would enable that employee to perform the essential functions of his or her position, that employee may be medically separated from employment with the District. The District will provide the employee with notice of its intent to medically separate the employee. The employee will be given the opportunity to respond, either orally or in writing, to any notice of intent before a final determination is made by the Deputy Fire Chief or designee. If the Deputy Fire Chief or designee determines that a medical separation is appropriate, the employee has a right to appeal that decision as set forth in the grievance procedure, Section 18.2 of this MOU. Any decision to medically

separate an employee will not be tolled pending resolution of the appeal. Medical separations will be identified in an employee's personnel file as such.

SECTION 21. LAYOFFS

21.1 Generally

Whenever in the judgment of the District, one or more positions are to be eliminated for reasons of lack of work, lack of funds, reorganization, or other reasons of economy, efficiency or lack of need, an employee filling such a position may be laid off.

Before employees are laid off, the District will explore reasonable possibilities for reassignment, and will meet with the Union to discuss potential alternatives to job loss.

21.2 Notice of Layoff

The District will give at least thirty (30) days advanced written notice to employees to be laid off, unless a shorter period of time is authorized by the Board of Directors.

21.3 Order of Layoff

Employees will be laid off in the inverse order of their seniority. Within each class, employees will be laid off in the following order:

- (1) Extra help or seasonal.
- (2) Temporary – a temporary employee who is displaced may revert to the classification in which he/she holds permanent status, if any.
- (3) Provisional.
- (4) Probationary.
- (5) Regular.

In cases where there are two or more employees in the classification from which the layoff is to be made who have the same seniority date, such employees will be laid off on the basis of the last evaluation rating in the class, providing such rating has been on file at least ninety (90) days and no more than twelve (12) months prior to lay off, as follows:

First, all employees having ratings of less than Meets Standards; second, all employees having ratings of Meets Standards; third, all employees having ratings of Exceeds Standards.

21.4. Seniority

In a reduction of forces, the employee in an affected classification with the shortest length of District services shall be the first employee laid off and in rehiring the last employee laid off shall be the first employee rehired, provided, however, that the employee retained or rehired is capable, in the estimation of the Fire Chief, to perform the work required.

21.5 Calculation of Seniority

The following will be included in computing an employee's length of service with the District:

- (1) Time worked in a permanent or probationary status; and
- (2) Time spent on an authorized leave of absence pursuant to Section 10 of this agreement, except for time spent on leave under Section 10.5.

The following days will not be included in computing an employee's length of service:

- (1) Time worked in an extra help, provisional, temporary, or seasonal status;
- (2) Time spent on a leave of absence under Section 10.5;
- (3) Time spent on a layoff.

21.6 Employee Options

A regular employee who has been notified that he/she will be laid off from his/her current position shall have the following options:

(1) Displacing a District employee with less District service in a parallel or lower classification in which the employee held prior permanent or probationary status ("bumping"). For purposes of this section, parallel shall mean a class with a current wage range equal to or no more than 2.5% higher than the wage range of the classification from which the employee is being laid off. If an employee has not held status in a parallel or lower classification, then no displacement rights accrue to that individual. All employees must exercise displacement privileges within five (5) working days after receipt of the Notice of Layoff, by written notice to the Human Resources Manager. If this choice is not exercised within the specified time period, it is automatically forfeited. The employee exercising the displacement privilege will displace employees in lower classifications in the inverse order of seniority. Employees who displace other employees will be paid at the rate for the lower classification.

(2) If an employee has not held status in a lower classification, or if such lower classification is occupied by a more senior employee, the employee shall be entitled to fill a vacant position in another District classification, provided he/she possesses the necessary skills and fitness for that position as determined by the Fire Chief or designee. An employee who is transferred to a vacant position will be paid at the rate of the position. Any employee who does not accept a transfer within five (5) working days after a Notice of Transfer is given, will have automatically forfeited the ability to transfer.

- (3) Accepting layoff

21.7 Re-Employment Eligible Lists

The names of employees laid off shall be placed on Re-employment Eligible Lists as hereinafter specified:

- a. The Re-Employment Eligible List for the class from which the employee was laid off.
- b. The Re-Employment Eligible List for any parallel or lower class in which the employee held permanent status.
- c. The Re-Employment Eligible List for any lower class for which the employee has the necessary skills and fitness.

Former employees appointed from a Re-Employment Eligible List shall be restored all rights and benefits to which they were entitled at the time of layoff, except that re-employed employees shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off.

An employee who is reinstated to a position held at the time of layoff will be reinstated to the salary range and step held at the time of layoff. An employee who is reinstated to a lower position (whether previously held or not) will be reinstated to the range for the lower class at a step determined by the Fire Chief. A reinstated employee who has not completed a probationary period for the reinstated position will be required to complete the probationary period for the position.

The Re-Employment Eligible List shall consist of the names of employees and former employees having probationary or permanent status, and who were laid off. The rank order on such list shall be determined by relative seniority as calculated pursuant to Section 21.5. Such list shall take precedence over all other eligible lists in making appointments to the classification in which the list applies.

Such names will remain thereon for a period of two (2) years unless such persons are sooner re-employed. As a vacancy within the classification becomes available, the name appearing at the top of the list will be selected to fill the vacancy. An employee who is selected from the list to fill the vacancy, who refuses the assignment, will be removed from the list without right of appeal. It shall be the employee's responsibility at all times to advise the District as to the employee's current address.

In the event the Fire Chief determines there is a necessity for a medical examination or other qualifying examination, for an employee appointed from a Re-Employment Eligible List, that employee shall submit to any such examination or examinations. Cost of such examination or examinations shall be borne by the District.

21.7 Accrual of Benefits During Layoff

Employees shall not accrue any benefits during the period of time they are on layoff.

SECTION 22. SEPARABILITY OF PROVISIONS

In the event any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

The parties shall meet and confer regarding a substitute for any provision found illegal or unenforceable.

SECTION 23. PAST PRACTICES

23.1 Continuance of Working Conditions

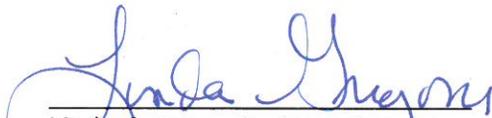
Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the Board of Directors are not guaranteed by this Memorandum of Understanding.

SECTION 24. TERM

This Memorandum of Understanding shall remain in effect for those employees employed in classifications which comprise the AFSCME bargaining unit for the period of January 9, 2018 through June 30, 2020.

SIGNATURES:

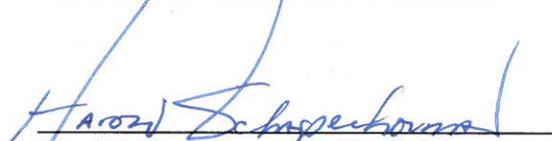
For AFSCME, Local 829

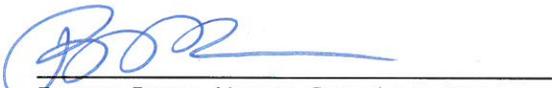

Linda Gregory, Business Agent


Amy Kraska, Steward
Senior Management Analyst

DATED: January __, 2018
May 22, 2018

For MENLO PARK FIRE DISTRICT


Harold Schapelhouman, Fire Chief


Brenna Rowe, Human Resources Manager

DATED: January 22, 2018
May

EXHIBIT A

SALARY SCHEDULE - EFFECTIVE JANUARY 9, 2018

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	
Administrative Analyst	\$34.57	\$36.29	\$38.11	\$40.01	\$42.02	Hourly
	\$2,995.73	\$3,145.52	\$3,302.79	\$3,467.93	\$3,641.33	Semi Monthly
	\$5,991.46	\$6,291.04	\$6,605.59	\$6,935.87	\$7,282.66	Monthly
	\$71,897.56	\$75,492.44	\$79,267.06	\$83,230.42	\$87,391.94	Annually
Administrative Assistant	\$28.37	\$29.78	\$31.27	\$32.84	\$34.48	Hourly
	\$2,458.33	\$2,581.25	\$2,710.31	\$2,845.83	\$2,988.12	Semi Monthly
	\$4,916.66	\$5,162.50	\$5,420.62	\$5,691.65	\$5,976.23	Monthly
	\$58,999.95	\$61,949.94	\$65,047.44	\$68,299.81	\$71,714.80	Annually
Administrative Specialist	\$32.33	\$33.95	\$35.64	\$37.43	\$39.30	Hourly
	\$2,801.92	\$2,942.02	\$3,089.12	\$3,243.58	\$3,405.76	Semi Monthly
	\$5,603.85	\$5,884.04	\$6,178.24	\$6,487.16	\$6,811.51	Monthly
	\$67,246.19	\$70,608.50	\$74,138.92	\$77,845.87	\$81,738.16	Annually
Emergency Services Specialist	\$36.93	\$38.77	\$40.71	\$42.75	\$44.88	Hourly
	\$3,200.33	\$3,360.35	\$3,528.36	\$3,704.78	\$3,890.02	Semi Monthly
	\$6,400.66	\$6,720.69	\$7,056.73	\$7,409.56	\$7,780.04	Monthly
	\$76,807.91	\$80,648.31	\$84,680.72	\$88,914.76	\$93,360.50	Annually
Fire Prevention Coordinator	\$37.50	\$39.38	\$41.35	\$43.41	\$45.58	Hourly
	\$3,250.23	\$3,412.74	\$3,583.38	\$3,762.55	\$3,950.68	Semi Monthly
	\$6,500.46	\$6,825.49	\$7,166.76	\$7,525.10	\$7,901.36	Monthly
	\$78,005.58	\$81,905.86	\$86,001.15	\$90,301.21	\$94,816.27	Annually
Fleet Supervisor	\$48.78	\$51.22	\$53.78	\$56.47	\$59.30	Hourly
	\$4,227.84	\$4,439.23	\$4,661.19	\$4,894.25	\$5,138.96	Semi Monthly
	\$8,455.68	\$8,878.46	\$9,322.38	\$9,788.50	\$10,277.93	Monthly
	\$101,468.12	\$106,541.53	\$111,868.60	\$117,462.03	\$123,335.14	Annually
Logistics Specialist	\$32.11	\$33.72	\$35.40	\$37.17	\$39.03	Hourly
	\$2,783.03	\$2,922.18	\$3,068.29	\$3,221.71	\$3,382.79	Semi Monthly
	\$5,566.06	\$5,844.36	\$6,136.58	\$6,443.41	\$6,765.58	Monthly
	\$66,792.74	\$70,132.38	\$73,639.00	\$77,320.95	\$81,186.99	Annually

	\$38.14	\$40.05	\$42.05	\$44.16	\$46.36	Hourly
Mechanic	\$3,305.86	\$3,471.15	\$3,644.71	\$3,826.95	\$4,018.30	Semi Monthly
	\$6,611.72	\$6,942.31	\$7,289.43	\$7,653.90	\$8,036.59	Monthly
	\$79,340.68	\$83,307.72	\$87,473.10	\$91,846.76	\$96,439.10	Annually
	\$47.21	\$49.57	\$52.04	\$54.65	\$57.38	Hourly
Plans Examiner	\$4,091.18	\$4,295.74	\$4,510.53	\$4,736.05	\$4,972.86	Semi Monthly
	\$8,182.36	\$8,591.48	\$9,021.05	\$9,472.10	\$9,945.71	Monthly
	\$98,188.32	\$103,097.74	\$108,252.63	\$113,665.26	\$119,348.52	Annually
	\$40.36	\$42.38	\$44.50	\$46.73	\$49.06	Hourly
Public Education Officer	\$3,498.11	\$3,673.02	\$3,856.67	\$4,049.50	\$4,251.98	Semi Monthly
	\$6,996.22	\$7,346.03	\$7,713.34	\$8,099.00	\$8,503.95	Monthly
	\$83,954.67	\$88,152.41	\$92,560.03	\$97,188.03	\$102,047.43	Annually
	\$50.92	\$53.46	\$56.14	\$58.94	\$61.89	Hourly
Senior Management Analyst	\$4,412.96	\$4,633.61	\$4,865.29	\$5,108.55	\$5,363.98	Semi Monthly
	\$8,825.92	\$9,267.21	\$9,730.57	\$10,217.10	\$10,727.96	Monthly
	\$105,911.00	\$111,206.55	\$116,766.87	\$122,605.22	\$128,735.48	Annually

EXHIBIT B

SALARY SCHEDULE - EFFECTIVE JANUARY 9, 2019

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	
Administrative Analyst	\$35.60	\$37.38	\$39.25	\$41.22	\$43.28	Hourly
	\$3,085.60	\$3,239.88	\$3,401.88	\$3,571.97	\$3,750.57	Semi Monthly
	\$6,171.21	\$6,479.77	\$6,803.76	\$7,143.94	\$7,501.14	Monthly
	\$74,054.49	\$77,757.22	\$81,645.08	\$85,727.33	\$90,013.70	Annually
Administrative Assistant	\$29.22	\$30.68	\$32.21	\$33.82	\$35.51	Hourly
	\$2,532.08	\$2,658.69	\$2,791.62	\$2,931.20	\$3,077.76	Semi Monthly
	\$5,064.16	\$5,317.37	\$5,583.24	\$5,862.40	\$6,155.52	Monthly
	\$60,769.94	\$63,808.44	\$66,998.86	\$70,348.81	\$73,866.25	Annually
Administrative Specialist	\$33.30	\$34.96	\$36.71	\$38.55	\$40.48	Hourly
	\$2,885.98	\$3,030.28	\$3,181.80	\$3,340.89	\$3,507.93	Semi Monthly
	\$5,771.96	\$6,060.56	\$6,363.59	\$6,681.77	\$7,015.86	Monthly
	\$69,263.57	\$72,726.75	\$76,363.09	\$80,181.24	\$84,190.31	Annually
Emergency Services Specialist	\$38.03	\$39.94	\$41.93	\$44.03	\$46.23	Hourly
	\$3,296.34	\$3,461.16	\$3,634.21	\$3,815.93	\$4,006.72	Semi Monthly
	\$6,592.68	\$6,922.31	\$7,268.43	\$7,631.85	\$8,013.44	Monthly
	\$79,112.15	\$83,067.76	\$87,221.15	\$91,582.20	\$96,161.31	Annually
Fire Prevention Coordinator	\$38.63	\$40.56	\$42.59	\$44.72	\$46.95	Hourly
	\$3,347.74	\$3,515.13	\$3,690.88	\$3,875.43	\$4,069.20	Semi Monthly
	\$6,695.48	\$7,030.25	\$7,381.77	\$7,750.85	\$8,138.40	Monthly
	\$80,345.74	\$84,363.03	\$88,581.18	\$93,010.24	\$97,660.75	Annually
Fleet Supervisor	\$50.25	\$52.76	\$55.40	\$58.17	\$61.07	Hourly
	\$4,354.67	\$4,572.41	\$4,801.03	\$5,041.08	\$5,293.13	Semi Monthly
	\$8,709.35	\$9,144.81	\$9,602.06	\$10,082.16	\$10,586.27	Monthly
	\$104,512.17	\$109,737.77	\$115,224.66	\$120,985.90	\$127,035.19	Annually
Logistics Specialist	\$33.08	\$34.73	\$36.47	\$38.29	\$40.20	Hourly
	\$2,866.52	\$3,009.85	\$3,160.34	\$3,318.36	\$3,484.28	Semi Monthly
	\$5,733.04	\$6,019.70	\$6,320.68	\$6,636.71	\$6,968.55	Monthly
	\$68,796.52	\$72,236.35	\$75,848.17	\$79,640.57	\$83,622.60	Annually

	\$39.29	\$41.25	\$43.32	\$45.48	\$47.76	Hourly
Mechanic	\$3,405.04	\$3,575.29	\$3,754.05	\$3,941.76	\$4,138.84	Semi Monthly
	\$6,810.08	\$7,150.58	\$7,508.11	\$7,883.51	\$8,277.69	Monthly
	\$81,720.90	\$85,806.95	\$90,097.30	\$94,602.16	\$99,332.27	Annually
	\$48.62	\$51.05	\$53.61	\$56.29	\$59.10	Hourly
Plans Examiner	\$4,213.92	\$4,424.61	\$4,645.84	\$4,878.13	\$5,122.04	Semi Monthly
	\$8,427.83	\$8,849.22	\$9,291.68	\$9,756.27	\$10,244.08	Monthly
	\$101,133.97	\$106,190.67	\$111,500.21	\$117,075.22	\$122,928.98	Annually
	\$41.57	\$43.65	\$45.84	\$48.13	\$50.53	Hourly
Public Education Officer	\$3,603.05	\$3,783.21	\$3,972.37	\$4,170.99	\$4,379.54	Semi Monthly
	\$7,206.11	\$7,566.41	\$7,944.74	\$8,341.97	\$8,759.07	Monthly
	\$86,473.31	\$90,796.98	\$95,336.83	\$100,103.67	\$105,108.85	Annually
	\$52.45	\$55.07	\$57.82	\$60.71	\$63.75	Hourly
Senior Management Analyst	\$4,545.35	\$4,772.61	\$5,011.24	\$5,261.81	\$5,524.90	Semi Monthly
	\$9,090.69	\$9,545.23	\$10,022.49	\$10,523.61	\$11,049.80	Monthly
	\$109,088.33	\$114,542.74	\$120,269.88	\$126,283.37	\$132,597.54	Annually

EXHIBIT C

SALARY SCHEDULE - EFFECTIVE JANUARY 9, 2020

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	
Administrative Analyst	\$36.67	\$38.50	\$40.43	\$42.45	\$44.57	Hourly
	\$3,178.17	\$3,337.08	\$3,503.93	\$3,679.13	\$3,863.09	Semi Monthly
	\$6,356.34	\$6,674.16	\$7,007.87	\$7,358.26	\$7,726.18	Monthly
	\$76,276.13	\$80,089.93	\$84,094.43	\$88,299.15	\$92,714.11	Annually
Administrative Assistant	\$30.09	\$31.60	\$33.18	\$34.84	\$36.58	Hourly
	\$2,608.04	\$2,738.45	\$2,875.37	\$3,019.14	\$3,170.09	Semi Monthly
	\$5,216.09	\$5,476.89	\$5,750.74	\$6,038.27	\$6,340.19	Monthly
	\$62,593.04	\$65,722.69	\$69,008.83	\$72,459.27	\$76,082.23	Annually
Administrative Specialist	\$34.30	\$36.01	\$37.81	\$39.71	\$41.69	Hourly
	\$2,972.56	\$3,121.19	\$3,277.25	\$3,441.11	\$3,613.17	Semi Monthly
	\$5,945.12	\$6,242.38	\$6,554.50	\$6,882.22	\$7,226.33	Monthly
	\$71,341.48	\$74,908.55	\$78,653.98	\$82,586.68	\$86,716.01	Annually
Emergency Services Specialist	\$39.18	\$41.13	\$43.19	\$45.35	\$47.62	Hourly
	\$3,395.23	\$3,564.99	\$3,743.24	\$3,930.40	\$4,126.92	Semi Monthly
	\$6,790.46	\$7,129.98	\$7,486.48	\$7,860.81	\$8,253.85	Monthly
	\$81,485.52	\$85,559.79	\$89,837.78	\$94,329.67	\$99,046.15	Annually
Fire Prevention Coordinator	\$39.79	\$41.78	\$43.86	\$46.06	\$48.36	Hourly
	\$3,448.17	\$3,620.58	\$3,801.61	\$3,991.69	\$4,191.27	Semi Monthly
	\$6,896.34	\$7,241.16	\$7,603.22	\$7,983.38	\$8,382.55	Monthly
	\$82,756.12	\$86,893.92	\$91,238.62	\$95,800.55	\$100,590.58	Annually
Fleet Supervisor	\$51.75	\$54.34	\$57.06	\$59.91	\$62.91	Hourly
	\$4,485.31	\$4,709.58	\$4,945.06	\$5,192.31	\$5,451.93	Semi Monthly
	\$8,970.63	\$9,419.16	\$9,890.12	\$10,384.62	\$10,903.85	Monthly
	\$107,647.53	\$113,029.91	\$118,681.40	\$124,615.47	\$130,846.25	Annually
Logistics Specialist	\$34.07	\$35.77	\$37.56	\$39.44	\$41.41	Hourly
	\$2,952.52	\$3,100.14	\$3,255.15	\$3,417.91	\$3,588.80	Semi Monthly
	\$5,905.03	\$6,200.29	\$6,510.30	\$6,835.82	\$7,177.61	Monthly

	\$70,860.42	\$74,403.44	\$78,123.61	\$82,029.79	\$86,131.28	Annually
	\$40.47	\$42.49	\$44.62	\$46.85	\$49.19	Hourly
Mechanic	\$3,507.19	\$3,682.55	\$3,866.68	\$4,060.01	\$4,263.01	Semi Monthly
	\$7,014.38	\$7,365.10	\$7,733.35	\$8,120.02	\$8,526.02	Monthly
	\$84,172.53	\$88,381.16	\$92,800.22	\$97,440.23	\$102,312.24	Annually
	\$50.08	\$52.58	\$55.21	\$57.97	\$60.87	Hourly
Plans Examiner	\$4,340.33	\$4,557.35	\$4,785.22	\$5,024.48	\$5,275.70	Semi Monthly
	\$8,680.67	\$9,114.70	\$9,570.43	\$10,048.96	\$10,551.40	Monthly
	\$104,167.99	\$109,376.39	\$114,845.21	\$120,587.47	\$126,616.85	Annually
	\$42.82	\$44.96	\$47.21	\$49.57	\$52.05	Hourly
Public Education Officer	\$3,711.15	\$3,896.70	\$4,091.54	\$4,296.12	\$4,510.92	Semi Monthly
	\$7,422.29	\$7,793.41	\$8,183.08	\$8,592.23	\$9,021.84	Monthly
	\$89,067.51	\$93,520.89	\$98,196.93	\$103,106.78	\$108,262.12	Annually
	\$54.02	\$56.72	\$59.56	\$62.53	\$65.66	Hourly
Senior Management Analyst	\$4,681.71	\$4,915.79	\$5,161.58	\$5,419.66	\$5,690.64	Semi Monthly
	\$9,363.41	\$9,831.59	\$10,323.16	\$10,839.32	\$11,381.29	Monthly
	\$112,360.98	\$117,979.02	\$123,877.98	\$130,071.87	\$136,575.47	Annually

**EXHIBIT D
SPECIALTY PAYS AND ALLOWANCES**

Employees in the classifications identified below may be eligible to receive only those types of specialty pay and allowances which correspond with their position. In order to receive any specialty pay or allowance, an employee must satisfy any eligibility criteria or pre-requisite associated with that item of pay. Classifications are eligible for specialty pays and/or allowances as follows:

Classification	Available Specialty Pay/Allowance
Administrative Analyst	Educational Pay- Undergraduate/Graduate/Doctoral Notary 2 Pay Uniform Allowance Work Out of Classification Pay
Administrative Assistant	Educational Pay- Undergraduate/Graduate/Doctoral Uniform Allowance Work Out of Classification Pay
Administrative Specialist	Educational Pay- Undergraduate/Graduate/Doctoral Uniform Allowance Work Out of Classification Pay
Emergency Services Specialist	Educational Pay- Undergraduate/Graduate/Doctoral Notary 1 Pay Uniform Allowance Work Out of Classification Pay
Fire Plans Examiner	Educational Pay- Undergraduate/Graduate/Doctoral Uniform Allowance Work Out of Classification Pay
Fire Prevention Coordinator	Educational Pay- Undergraduate/Graduate/Doctoral Notary 2 Pay Uniform Allowance Work Out of Classification Pay

Fleet Supervisor	Educational Pay- Undergraduate/Graduate/Doctoral Tool Allowance Uniform Allowance Work Out of Classification Pay
Logistics Specialist	Educational Pay- Undergraduate/Graduate/Doctoral Uniform Allowance Work Out of Classification Pay
Mechanic	Educational Pay- Undergraduate/Graduate/Doctoral Tool Allowance Uniform Allowance Work Out of Classification Pay
Public Education Officer	Educational Pay- Undergraduate/Graduate/Doctoral Notary 1 Pay Uniform Allowance Work Out of Classification Pay
Senior Management Analyst	Educational Pay- Undergraduate/Graduate/Doctoral Notary 2 Pay Uniform Allowance Work Out of Classification Pay