

***Memorandum of Understanding on  
Wages, Hours and Other Terms and  
Conditions of Employment***



San Mateo County Firefighters IAFF Local 2400  
And  
Menlo Park Fire Protection District

**TERM OF AGREEMENT  
June 24, 2018 – JUNE 23, 2023**

MENLO PARK FIRE PROTECTION DISTRICT  
MEMORANDUM OF UNDERSTANDING WITH  
SAN MATEO COUNTY FIREFIGHTERS IAFF L2400  
June 24, 2018 TO JUNE 23,  
2023

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## ARTICLE 1- ADMINISTRATIVE

This Memorandum of Understanding shall be presented to the Menlo Park Fire District Board of Directors as the undersigned for salary and employee benefit adjustments for the period commencing June 24, 2018 and ending June 23, 2023.

### **1.1. RECOGNITION**

Herein after, San Mateo County Firefighters Local 2400 of the International Association of Firefighters who represents Menlo Park Firefighters shall be referred to as "The Union."

The District has recognized the Union as the exclusive bargaining representative for all permanent and probationary employees within the bargaining unit in the classifications of Firefighter, Firefighter-Engineer, Fire Inspector I, Fire Inspector II, Captain, and Deputy Fire Marshal. For purposes of identification this unit shall be entitled "The Union."

Herein after the Menlo Park Fire Protection District shall be referred to as "The District."

The Human Resources Manager, and/or Fire Chief or Fire Chief Designee, or any person or organization authorized by the District's Board of Directors, is the representative in employer-employee relations.

### **1.2. NON-DISCRIMINATION**

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, gender identity or legitimate employee organization 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 because of age.

### **1.3. STATE LAW COMPLIANCE**

This Memorandum of Understanding complies with the provisions of Section 3500, et seq., of the Government Code of the State of California, in that the Employer-Employee representatives noted herein did meet and confer in good faith and did reach agreement on those matters within the scope of representation.

### **1.4. SEPARABILITY OF PROVISION**

In the event any provision of this Memorandum of Understanding (MOU) is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the MOU shall be null and void.

Such nullification shall not affect any other sections of the MOU and all other provisions shall remain in full force and effect.

### **1.5. RELEASE OF INFORMATION**

Unless required by court process, information concerning employees will be limited to creditors or other persons outside of the District to verification of employment, length of employment and confirmation of salary information (if the person inquiring first states the correct salary to the District). The employee may authorize in writing, release of more specific information. The District shall comply with Public Records Acts requests in accordance with State and Federal laws.

### **1.6. UNION SECURITY**

#### **1.6.1. PAYROLL DEDUCTION**

The District agrees to make separate deductions from each union member's pay check in the amounts of the semi-monthly or monthly dues uniformly required for membership in the Union and related Menlo Park Firefighters Association dues. The District shall remit the amount of dues deducted to the person designated in writing by the Union officer authorized to receive such funds. The amount of deducted Union and Association dues shall be remitted by the District to the person designated in writing by the Union as authorize to receive such funds.

The Union shall notify the District in writing as to the amount of such dues uniformly required from all members of the

Union, and shall provide the Administrative Services Manager of the District with 14 days advance notice in writing of any changes in the amount of such dues.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amounts of union and Association dues. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over the Association and Union dues.

#### **1.6.2. HOLD HARMLESS**

San Mateo County Firefighters IAFF L2400, shall defend, save, indemnify and hold harmless the District, and its officers, agents and employees from any and all liabilities and claims for damages from any cause whatsoever arising from or connected with and on account of dues deductions made on behalf of and received by San Mateo County Firefighters IAFF L2400.

#### **1.6.3. INFORMATION DISTRIBUTION**

The Union shall also be allowed to use the District's e-mail system for communications having to do with official Union business. Such communications will not be sent from on duty Union Representatives from 0800 – 1700 hours, Monday thru Saturday, and from 0800 – 1200, on Sundays, without the consent or direction of the Fire Chief or his/her designee.

#### **1.6.4. ACCESS TO WORK FACILITIES**

Union representatives are authorized to visit work locations for the purpose of ascertaining whether or not this Agreement is being observed.

This right shall be exercised reasonably. Union representatives shall notify management before proceeding to or at the work location of their visit and shall not disrupt the normal conduct of work. Such activities as collection of dues, holding membership meetings, and conducting elections are prohibited during working hours without the prior approval of the Fire Chief or a designated representative.

#### **1.6.5. UNION USE OF DISTRICT FACILITIES**

The Union may maintain a Union bulletin board (36"x 48" max.) at each work location members are assigned to. The purpose of the board is to communicate with members as necessary to provide adequate representation. The District will not censor the communications posted on the Union board nor tamper with or alter the board and its contents in any way without prior notification of the union.

#### **1.6.6. ADVANCE UNION 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, under the Meyers-Milias-Brown Act; proposed to be adopted by the District and shall be given the opportunity to meet and confer with the appropriate management representatives over the proposal 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 and confer with the appropriate management representatives.

In the event the Union files an unfair practice charge with the California Public Employment Relations Board (PERB) over an allegation that the District failed to provide advance notice as required by this Section, the District agrees that it will not request the PERB to defer the unfair practice charge to binding arbitration under the grievance procedure set forth in this Memorandum of Understanding unless the Union concurs that the unfair practice charge shall be deferred to arbitration.

#### **1.6.7. DUES DEDUCTIONS**

Upon notification from the Union of an employee's decision to become a member of the Union, the District will deduct from the employee's paycheck for the next full pay period, the amount specified by the Union for Union dues, and forward such amount to IAFF each payroll. Such deductions shall continue until the Union provides notice to the District of an employee's decision to no longer be a member of the Union.

#### **1.6.8. COMMON MESS**

All unit members working a 24-hour shift in fire suppression must be available at all times to respond to emergency calls as quickly and efficiently as possible.

As a condition of employment, all unit members working 24-hour shifts working in fire suppression shall attend a common mess at the station for the consumption of meals unless the Fire Chief or designee executes a written waiver of this rule for an individual unit member for reasons of business necessity or employee well-being. Even though a unit member receives a written waiver of this rule, a unit member shall contribute in equal share for the cost of meals, even if they do not eat communal food. The amount of the contribution and the procedures for its collection shall be established at each station by the captain on each shift. The captain may delegate the duty of collecting such contributions.

The District shall not be financially liable or responsible for the cost of any meal or the preparation thereof, or for the collection of any funds, or for any other costs undertaken in this section.

#### **1.6.9. UNION REPRESENTATIVES**

The Union shall provide the District with a list of names of members who are official representatives of San Mateo County Firefighters IAFF L2400 who represent District 10 (Menlo Park Firefighters) for the purpose of communication with employees. Names will be submitted within 30 days of an election or personnel changes.

The Union shall immediately notify the District of any changes to the list.

The District will allow the Union to mail groups on the District's email system to foster better communications between the District and the Union.

Union Representatives shall be granted administrative leave with pay to attend meetings and training with management representatives or to be present when matters within the scope of representation or grievances are being considered.

#### **1.7. MEDIATION OF DIFFERENCES AND DISPUTES OVER A SUCCESSOR MOU**

No later than six (6) months prior to the expiration of this Memorandum of Understanding the parties shall exchange initial proposals for a successor agreement. The parties shall meet and discuss the initial proposals within 7 days. The parties shall thereafter meet and confer in attempt in good faith to reach agreement on the terms of a successor agreement.

The parties may not introduce proposals on any new issues after the date three (3) months prior to the expiration of this Memorandum of Understanding.

The parties agree that, absent mutual agreement to postpone, one (1) month prior to the expiration of a Memorandum of Understanding between the parties governing wages, hours, and other terms and conditions of employment for employees represented by the union, if the parties have not reached agreement on the terms of a successor to that memorandum of understanding, then the parties shall submit a request in writing to the State Mediation and Conciliation Service for appointment of a mediator mutually acceptable to the parties to assist the parties in resolving their differences and disputes and shall engage in good faith in any and all mediation proceedings that the mediator may suggest for resolution of those differences and disputes, provided that there shall be no cost to the District or the union for the Mediation Process and neither party shall be bound by any determination of the Mediator.

#### **1.8. LETTERS OF AGREEMENT**

Effective upon ratification, no new letters of agreement shall be effective unless it is mutually agreed upon, signed and

dated by the District and Union.

## ARTICLE 2 - SALARIES AND OTHER COMPENSATION

### 2.1. SALARIES

#### 2.1.1. SALARY RANGES

All 56-hour represented member Salary Ranges will be displayed in Pay tables, appendix A.

All 40-hour represented member Salary Ranges will be displayed in Pay table, appendix B.

Effective the first full pay period in July 2021, a new Step 1 pay step for the Engineer classification shall be created 5% below the current Step 1 pay step. The other pay steps in the Engineer classification range shall be re-named as follows: Step 1 to Step 2, Step 2 to Step 3 and Step 3 to Step 4.

Effective the first full pay period in January 2022, a new Step 5 pay step for the Engineer classification shall be created 5% above Step 4 (as re-named in July 2021).

Effective August 24, 2022, a new Step 4 for the Deputy Fire Marshal classification shall be created 5% above Step 3.

Effective June 24, 2018, for persons employed on the date the District's Board of Directors approves this MOU, the District shall increase the percentage between steps for all represented classifications to a minimum of 5% and increase the percentage increase from top step engineer to bottom step Captain to a minimum of 5.0%.

#### 2.1.2. SALARY ADJUSTMENT (Cost of Living Adjustments)

All employees employed on the date the District's Board of Directors approves this MOU shall receive a cost of living increase of 3.0% effective June 24, 2018. See appendix A for pay tables.

Effective the first full pay period in July 2019, all employees shall receive a further cost of living increase of 3.0%. See Appendix A for pay tables.

Effective the first full pay period in July 2020, all employees shall receive a further cost of living increase of 3.0%. See Appendix A for pay tables.

Effective the first full pay period in July 2021, all employees shall receive a further cost of living increase of 1.5%. See Appendix A for pay tables.

Effective the first full pay period in January 2022, all employees shall receive a further cost of living increase of 1.5%. See Appendix A for pay tables.

Effective the first full pay period in July 2022, all employees shall receive a further cost of living increase of 2.0%. See Appendix A for pay tables.

#### 2.1.3. ENTRANCE SALARY

The entrance salary for a new member entering the District service shall be the minimum salary for the classification to which he/she is appointed. Lateral candidates can be hired at a higher step.

#### 2.1.4. REGULAR RATE

The "regular rate" of pay includes the following types of compensation, if applicable to the employee,

converted to an hourly rate:

Base monthly salary  
EMT/Paramedic pay  
Holiday-in-Lieu pay  
Educational Incentive pay  
Bilingual pay  
Cash received under cafeteria plan  
Adjutant pay  
Acting pay  
Preceptor pay  
5-Call pay

Uniform allowance, education reimbursement, health and welfare, and the flexible benefits program are not remuneration to be added to the employee's base hourly rate for determination of the employee's "regular rate."

For 56-hour shift employees, the conversion to an hourly amount will be premised on a regular schedule of 192 hours each 24-day FLSA work period and 2,912 hours per year. For 40-hour employees, the conversion to an hourly amount will be premised on a regular schedule of 40 hours per week and 2,080 hours per year.

#### **2.1.5. MONTHLY RATE CONVERSION**

Union represented employees are non-exempt hourly employees and paid semi-monthly. To start or terminate employment outside of a normal payroll cycle, the actual hours worked shall be calculated. The fire District will provide a table of the hourly conversion for the calculation of payment for service of less than full time, and for use in converting monthly salaries to hourly rates, as well as for calculating hourly rates for overtime.

#### **2.1.6. STEP INCREASES**

Employees hired prior to July 1, 2015 will have their anniversary date for the purposes of step increases reset to August 24. Changes in employee's classification due to promotion or demotion will require them to serve 12 months at their current step before moving to the next step.

Permanent employees shall advance to the next higher salary step for their respective classification after successful completion and satisfactory service in each of the salary steps for the classification until the top of the range is reached. See Pay Tables for time intervals of classification. To be eligible for a Step Increase, an employee must have a satisfactory rating on his/her performance evaluation. An employee that does not receive a satisfactory performance evaluation shall be eligible for the applicable Step Increase only after receiving a satisfactory evaluation on a subsequent re-evaluation.

Should the District pursue a new performance evaluation in the future, the District agrees it will meet and confer with IAFF prior to implementation.

Entry-level probationary employees shall advance to the second step of their respective classification after completion of 12 months of full time satisfactory service for the first step for the classification. The 12 months of service shall commence on the first day of in-house training with the District following completion of the District sponsored in-service academy.

Probationary employees shall advance to regular employee status upon successful completion of probationary status.

Changes in an employee's salary because of promotion or demotion establish a new salary anniversary date for the employee.

#### **2.1.7. SALARY STEP WHEN SALARY RANGE IS INCREASED**

Whenever the compensation schedule for a class is revised, each incumbent in a position to which the revised schedule

applies shall be entitled to the same step in the revised range, which corresponds, to the step held by him/her in the previous range without loss of pay.

#### **2.1.8. SALARY STEP AFTER PROMOTION OR DEMOTION**

When an employee is promoted from a position in one classification to a position in a higher classification or rank, he/she shall go to the step in the next classification that is a minimum of four percent (4%) increase to base monthly salary.

When a member is demoted, voluntary or otherwise, that member'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, whose decision shall be final; provided however, that the members shall be demoted to the previous rank and salary step rate of pay shall not be set at a lower rate than he/she would have received had he/she remained in the lower class.

Pay rate changes will take effect the first day of the next payroll cycle following reclassification, promotion or demotion.

#### **2.1.9. PAY**

Members will be paid semi-monthly in two equal checks. With a 90-day notice and no sooner than June 2019, the pay periods will change to be the 1st - 15th pay check received on the 22nd and the 16th – end of month pay check received on the 7th. The effect of this conversion will be that an employee will receive a check on the 30th of one month for the period from the 8th to the 30th. The next check will be for the pay period of the 1st - 15th and received on the 22<sup>nd</sup>. From that point forward the new payroll cycles will be in place. The 1st -15th, pay received on the 7th and 16th - end of month, pay received on the 22nd.

If a pay date falls on a Saturday, Sunday, or Holiday employees will be paid on the previous business day.

#### **2.1.10. PAYROLL DEDUCTIONS**

**The Fire District will provide access to the following benefits via payroll deductions.**

##### **2.1.10.1. DEFERRED COMPENSATION**

Members represented by this agreement may elect to participate in a Deferred Compensation Plan (457h) through authorized pre-taxed payroll deductions. Terms and information regarding the enrollment are available through Human Resources.

##### **2.1.10.2. LONG TERM DISABILITY INSURANCE (LTD)**

Members must elect to purchase Long Term Disability Insurance offered through California State Firefighters Association (CSFA) or other mutually agreed upon vendor by automatic payroll deduction.

##### **2.1.10.3. LIFE INSURANCE**

Members may elect to purchase Life Insurance offered through California State Firefighters Association (CSFA) by automatic payroll deduction.

##### **2.1.10.4. FLEX SPENDING**

##### **2.1.10.5. LONG TERM CARE INSURANCE**

##### **2.1.10.6. OTHER DEDUCTIONS**

#### **2.1.11. PAY DEFINITIONS**

Base Pay:

Base Hourly rate without any specialty pay.

Specialty Pay:

Added pay above the base hourly rate for EMT/Paramedic, Adjutant, and Bilingual.

BA Educational Incentive Pay:

Applies to base rate and all specialty pay applicable as a 3% increase

Holiday in-lieu Pay:

Applies to base rate, all specialty pays applicable and the BA educational incentive pay if applicable

Overtime Pay:

1.5 times the regular rate

Acting Pay:

Additional hourly rate depending upon classification performed up to a maximum flat dollar amount.

## **2.2. OVERTIME**

It is the intent of the parties that the overtime pay provided to employees shall meet or exceed the minimum overtime payments under the Fair Labor Standards Act (FLSA) to salaried, non-exempt employees.

### **2.2.1. OVERTIME FOR 40-HOUR EMPLOYEES**

For 40-Hour Employees, who work more than 40 hours in a one-week period are entitled to receive overtime pay in the amount of 1.5 times their regular rate, for each additional hour worked. The determination of overtime includes holidays and annual leave. A week, for determination of overtime, is defined as Sunday through Saturday.

### **2.2.2. OVERTIME FOR 56-HOUR EMPLOYEES**

For the purposes of calculating overtime, each 56-hour employee's base hourly rate shall be determined by multiplying the employee's monthly salary by 12 to obtain the annual salary, then dividing the employee's annual salary by 2912 (the number of hours which the annual salary is intended to compensate).

For each 56-hour employee's "regular rate" to be used for the computation of overtime pay shall be the employee's base hourly rate and all additional applicable remuneration as defined in section 2.1.10. Uniform allowance, education reimbursement, health and welfare, and the flexible benefits program are not remuneration to be added to the employee's base hourly rate for determination of the employee's "regular rate."

56-Hour Employees shall be paid at one and one-half times each employee's "regular rate" for any and all hours they work in a 24-day work period outside of their regular duty shifts, and for ten (10) of the hours in a 24-day work period that are within their regular duty shifts (which amount to payment for 3.17 hours at the employee's "regular rate" for overtime pay each pay period).

Employees who receive Acting Pay will be entitled to additional overtime compensation.

### **2.2.3. COMPENSATORY TIME**

An employee may request compensatory time off at the rate of time and one-half in lieu of cash for overtime worked in accordance with sections 2.2.1 & 2.2.2, such request to be submitted to the Fire Chief or his/her designee for approval.

The employee's Comp Time Bank (per the balance in the District's payroll system) may not exceed 96 hours for 56-hour employees, and 80 hours for 40-hour employees.

Anytime an employee is promoted to Captain, all individual Compensatory Time off shall be paid down to 48 hours prior to the promotion increase.

Employees may cash out compensatory time off so long as they submitted an irrevocable pre-designation election form in the prior calendar year. Employees may not cash out an amount of compensatory time off hours in excess of the amount already accrued in the applicable calendar year and may only cash out accrued compensatory time off leave in their banks at the time of the requested cash-out. This provision does not affect employees' rights regarding their banked compensatory time off at the time they separate employment.

### **2.2.4. SHIFT TRANSFERS**

When employees transfer between shifts and, as a result, are scheduled to work an extra shift in a 24-day work period, they shall be granted compensatory time off hours for that extra shift in their straight time rate of pay.

### **2.3. BILINGUAL PAY**

Members who are able to speak conversational Spanish shall receive bilingual pay at \$150 per month.

To qualify for bilingual pay, members must successfully pass a professionally administered test of speaking skills or equivalent. Human Resources shall notify and discuss the specifics of who will administer the test and the specifics of the testing prior to using any professionally administered test(er) other than the testing through Berlitz prior to this agreement. The Human Resources Manager or his/her designee shall arrange the testing.

The District will pay for the primary test. If the applicant does not pass the test but scores at least one level above the basic level, the District will pay for one re-test. If an employee does not pass the second test, the District will not pay for any other tests that fiscal year. At the beginning of each fiscal year, members will be polled regarding interest in testing for bilingual status.

Members identified as bilingual may be utilized when translation is needed on duty. This will most commonly occur on the scene of incidents. If staff has a need for a bilingual speaker to assist with a phone call or in administration, an on duty bilingual employee may be utilized by phone or in-person to assist. If a pre-planned event is scheduled where the presence of a bilingual employee may be beneficial, a bilingual employee may be required to attend either on-duty, or off-duty on overtime.

### **2.4. ACTING PAYS**

#### **2.4.1. ACTING CAPTAIN**

Qualified Firefighter Engineers may serve as Acting Captains. They shall be paid \$9.00/hour in addition to their regular hourly rate up to a max of \$81.00 per 24-hour shift. Acting Captain Pay shall be applicable to all reporting requirements by law including CALPERS.

Only Firefighter Engineers that have completed the Acting Captain task book and successfully passed the Acting Captain's test are eligible to serve as an Acting Captain.

#### **2.4.2. ACTING BATTALION CHIEF**

Qualified Fire Captains may serve as Acting Battalion Chiefs when needed. They shall be paid \$14.00/hour in addition to their regular hourly rate up to a max of \$126.00 per 24-hour shift. Acting Battalion Chief Pay shall be applicable to all reporting requirements by law including CALPERS

Only Fire Captains that have completed the Acting Battalion Chief task book and are eligible to serve as an Acting Battalion Chief.

Interim Acting Battalion Chief's shall be paid at the existing Battalion Chief Salary.

#### **2.4.3. ACTING ADJUTANT**

Qualified Firefighter Engineers or Firefighters may serve as Acting Adjutants when needed. They shall be paid \$7.00/hour in addition to their regular hourly rate paid up to a max of \$63 for a 24-hour shift for performing Adjutant duty. Acting Adjutant Pay shall be applicable to all reporting requirements by law including CALPERS.

Members that are being trained to perform Adjutant duties in December shall not receive Acting Adjutant pay.

#### **2.4.4. ACTING FIRE MARSHAL**

Qualified Senior Fire Inspectors/Deputy Fire Marshal may serve as the Acting Fire Marshal when needed. Effective June 24, 2018, they shall be paid \$8.00 per hour up to \$80.00 in a 10-hour shift in addition to their regular hourly rate for performing Acting Fire Marshal duty. Acting Fire Marshal Pay shall be applicable to all reporting requirements by law including CALPERS.

### **2.5. INCENTIVE/PREMIUM PAYS**

#### **2.5.1. EMT & PARAMEDIC PAY**



EMT pay shall be calculated as 3% of top step Fire Engineer. Effective the first full pay period in July 2020, EMT shall be calculated as 4% of top step Fire Engineer. Effective the first full pay period in July 2021, EMT shall be calculated as 5% of top step Fire Engineer.

Paramedic pay shall be calculated as 11% of top step Fire Engineer. Effective the first full pay period in July 2020, Paramedic pay shall be calculated at 12% of top step Fire Engineer. Effective the first full pay period in July 2021, Paramedic Pay shall be calculated at 13% of top step Fire Engineer.

Paramedics shall not receive EMT pay.

Current represented Fire Prevention Bureau members, pre-July 1, 2014, certified as an EMT will receive the new EMT pay schedule. All new represented Fire Prevention Bureau members, hired after July 1, 2014, will be provided with First Aid training and CPR with updates as needed but are not eligible for EMT pay.

### **2.5.2. ADJUTANT PAY**

Effective the first full pay period in July 2018, adjutant pay shall be increased from 8% of top step Firefighter to 8% of bottom step Engineer. Effective the first full pay period in July 2021, at the time a new bottom step Engineer step is implemented, adjutant pay shall be modified to 8% of Step 2 Engineer.

### **2.5.3. EDUCATION INCENTIVE**

Educational Incentive is 3% of base pay and applicable specialty pays. Employees with five years of service with the District and a Bachelor of Arts or Science degree from an accredited educational institution shall receive educational incentive pay.

Effective the first full pay period following Board approval of this MOU (a) any Fire Inspector I or Firefighter hired prior to Board approval of this MOU shall continue to be eligible for education incentive pay with five years of service with the District, (b) any Fire Inspector I or Firefighter hired after Board approval of this MOU shall not be eligible for education incentive pay, and (c) all other classifications shall be eligible for education incentive pay without regard to length of District service.

### **2.6. SALARY WHILE IN FIRE ACADEMY**

Newly hired members in the recruit academy will have a minimum pay of Step 1 Firefighter including the applicable EMT or Paramedic pay. Paramedics hired after this MOU is approved will not be eligible for paramedic pay until after completing the Fire Academy and in-house academy and in the first pay period after the employee is assigned to a shift.

### **2.7. HOLIDAY IN LIEU PAY**

All 56-hour union represented employees shall receive an additional 144 hours (12- 12-hour holidays) annually as defined in section 3.1. This pay will be distributed equally over the 24 pay periods that occur in each year.

### **2.8. COMPENSATION SURVEY**

The District and the Union agree that:

The CALPERS Employer Rates shall not be included in the joint compensation study.

The survey agencies shall be Palo Alto, Hayward, City of Santa Clara, Redwood City, San Mateo, Mountain View, Fremont, San Rafael, South San Francisco, Daly City, and Woodside and such other comparisons as either party wishes to include.

The purpose of this survey is to ensure that the Union and District are utilizing the same data in negotiations and to assist the parties in achieving their mutual goal of ensuring that the compensation of represented employees is fair.

### **2.9. SALARY STEPS**

See pay tables, appendix A.

## **2.10. EDUCATIONAL REIMBURSEMENT**

This section shall pertain to personal, professional, and educational development activities within degree programs or individual classes at accredited colleges or universities; as well as specialized professional development classes, seminars or programs relating to the fire service. These activities are outside the scope and jurisdiction of the District's training program.

An employee will be reimbursed up to a total of four thousand dollars (\$4,000), per person, per fiscal year, for books, tuition, mileage, backfill, overtime and associated fees. Classes need to be completed by the end of the applicable fiscal year (budget necessity). Unused funds shall not carry over to the next fiscal year.

The Training Chief will approve all specialized development classes, seminars or programs relating to the fire service. Examples of such classes, seminars, or programs are included but not limited to:

- California State Fire Marshal Courses
- National Fire Academy Courses
- International Association of Firefighters (IAFF) or California Professional Firefighters (CPF) conferences and seminars
- California Public Employer Labor Relations Association (CalPELRA) seminar
- Firehouse World Conference (United States)
- FDIC Conferences
- Promotional Seminars

The Fire Chief will approve all college degree programs provided that the employee shall:

The Employee will meet with the college and create a degree outline. This outline shall list the necessary courses for completion of degree; and

Obtain the approval of the Fire Chief prior to enrollment in any course of study. The degree program of choice shall be one that will enhance the employee's ability to perform duties in the Fire Service. This includes all associated general education classes that are accepted by the degree program. The degree program of choice shall be related to the Fire Service and shall be accredited by an approved institution listed by the U.S. Secretary of Education; and,

Present evidence of satisfactory completion of the course with a grade of "C" or better. The phrase "evidence of satisfactory completion of the course" shall mean a transcript, college issued grade slip, report card, certificate or notice of completion or any other official notice of satisfactory completion issued by the organization providing the class(es) or training. For college classes, "With a grade of "C" or better" shall mean a grade of C or better, or a grade of Pass of Pass/Fail or Pass/No Record system. Presentation of such evidence shall be made within the fiscal year in which the class(es) or specialized training course is taken, and immediately following the end of the class(es) or course; and Present a verified statement of receipts of the employee's books and tuition following completion of the approved course of study; a "verified statement of receipts" shall mean receipts that identify payment of specific charges for tuition, registration fees, required books, and required specialized supplies and/or specialized equipment. The phrase "following completion of the approved course of study" shall mean any time after completion of the class(es) or specialized training program. Presentation of such receipts shall be made within the fiscal year in which the class(es) or specialized course is taken, and immediately following the end of the class(es) or course.

## **2.11. RESIDENCY STIPEND**

Employees who reside within a 60-mile radius (air miles) of Fire Station 1 shall be entitled to a monthly stipend of \$300. Effective the first full pay period of January 2019, employees who reside within a 60-mile radius (air miles) of Fire Station 1 shall be entitled to a monthly stipend of \$400. Effective the first full pay period of January 2020, employees who reside within a 60-mile radius (air miles) of Fire Station 1 shall be entitled to a monthly stipend of \$500.

## ARTICLE 3 – HOLIDAYS

### 3.1. SUPPRESSION MEMBERS (56 HOUR WORKWEEK)

Union represented employees assigned to a Fifty-six (56) hour work schedule shall receive compensation for twelve (12) approved holidays each year in addition to their regular monthly salaries.

For compensation purposes, each holiday shall be considered twelve (12) hours and shall be paid at the regular hourly rate as defined in section 2.1.4, minus holiday in lieu pay based on a fifty-six (56) hour workweek.

Such compensation shall be paid bi-monthly as one twenty fourth of the total amount.

The following are the District's approved holidays for fifty-six (56) hour members:

RECOGNIZED HOLIDAYS FOR 56 HOUR EMPLOYEES	
NEW YEAR'S DAY	LABOR DAY
MARTIN LUTHER KING JR. DAY	ADMISSIONS DAY
PRESIDENT'S DAY	VETERAN'S DAY
EASTER SUNDAY	THANKSGIVING
MEMORIAL DAY	DAY AFTER THANKSGIVING
INDEPENDENCE DAY	CHRISTMAS

### 3.2. FIRE PREVENTION Union Represented Employees (40 HOUR WORKWEEK)

Union represented employees working a 4/10 schedule are entitled to an additional day off during any week where a holiday falls on the employee's regularly scheduled day off.

Recognized holidays that fall on a Saturday shall be observed on the previous Thursday.

Recognized holidays that fall on a Sunday shall be observed on the following Monday.

Recognized holidays that fall during an employee's scheduled annual leave shall not be counted against the member as annual leave taken.

Members who separate or commence an unpaid leave of absence on the last scheduled workday preceding a holiday will not receive holiday pay for days not yet worked.

The following are the District's recognized holidays for forty (40) hour members:

RECOGNIZED HOLIDAYS FOR 40 HOUR EMPLOYEES	
NEW YEAR'S DAY	COLUMBUS DAY
MARTIN LUTHER KING JR. DAY	VETERAN'S DAY
PRESIDENT'S DAY	THANKSGIVING
MEMORIAL DAY	DAY AFTER THANKSGIVING
INDEPENDENCE DAY	CHRISTMAS
LABOR DAY	DAY AFTER CHRISTMAS
	**TWO (2) FLOATING HOLIDAYS

\*\* Floating holidays must be used or lost in the calendar year in which provided.

## ARTICLE 4 – LEAVES

### 4.1. ANNUAL LEAVE

All employees shall accrue Annual Leave in accordance to Exhibit B of this MOU.

Annual Leave shall be used as either Scheduled or Unscheduled leave.

56-Hour Employees will be cashed out annually for hours accrued over 720 hours in their Annual Leave Bank.

40-hour Employees will be cashed out annually for hours accrued over 320 hours in their annual leave bank.

#### 4.1.1. ANNUAL LEAVE CASH OUT

56-Hour employees with greater than 720 hours in their Annual Leave banks as of December 23, will be cashed out for excess hours by no later than the end of the month check in January.

40-Hour employees with greater than 320 hours in their Annual Leave banks as of December 23, will be cashed out for excess hours by no later than the end of the month check in January.

Full-time employees also may cash out accrued Annual Leave hours so long as they submitted an irrevocable pre-designation election form in the prior calendar year. Employees may not cash out an amount in excess of the amount already accrued in the applicable calendar year and may only cash out accrued Annual Leave in their banks at the time of the requested cash-out. This provision does not affect employees' rights regarding their banked Annual leave at the time they separate employment.

#### 4.1.2. PROCEDURE FOR SELECTING SCHEDULED ANNUAL LEAVE

Scheduled Annual Leave will be used for one of the four Annual Leave Spots. Employees may elect but are not required to select Annual Leave. Annual Leave selection and bid process will be defined in Policies and Procedures.

##### 4.1.2.1. UNSCHEDULED ANNUAL LEAVE

Unscheduled Annual Leave shall be used for illness, injury (other than job related), and exposure to contagious disease, illness or injury of a member of the employee's immediate family requiring the care or attendance of the employee (Family Emergency Leave). The District will require a doctor's note for Unscheduled Leave use greater than 2 consecutive shift days.

##### 4.1.2.2. ANNUAL LEAVE AT SEPARATION FROM DISTRICT

State law and the District's contract with Nationwide Post Employment Health Plan govern terminal leave payouts at the time an employee separates from the District.

### 4.2. COMPENSATORY TIME (COMP TIME)

A fifth slot of leave shall be for the use of accrued Compensatory Time (Comp Time). Comp Time can be used in increments of 6-24 hours.

No comp time will end after 2300 hours unless taken until 0800 the next day.

Comp time can be taken up to 14 days prior to and no later than 1900 hours on the previous day of the tour.

Employees may accrue and bank up to 96 hours of Comp Time.

Anytime an employee is promoted to Captain all individual Compensatory Time off shall be paid down to 48 hours prior to the promotion increase.

### 4.3. FAMILY EMERGENCY LEAVE (FEL)

Employees shall be entitled to use Family Emergency Leave. Family Emergency Leave is considered Unscheduled Use of Annual Leave which shall be deducted on an hour for hour basis and is intended to be used for the following:

Conditions justifying Family Emergency Leave for personal health problems will not necessarily justify Unscheduled Leave for family care.

Family Emergency Leave is primarily for emergency family illness or injury situations. The employee is expected to make other arrangements as soon as possible so that he/she may return to work.

The required attendance upon an employee's seriously ill or injured family member is a valid reason for Family Emergency Leave.

Family Emergency Leave may be authorized when no other person is available and capable of providing the care or attendance.

Accompanying or transporting family members to dentist's or doctor's office for routine treatment, examinations, or laboratory test is not a valid reason for Family Emergency Leave.

An employee whose spouse is giving birth to a child may use Family Emergency Leave for this purpose during the time their presence is needed or required.

A common cold or other minor illness of a family member does not justify the use of Family Emergency Leave by an employee.

Family Emergency Leave is not authorized for household duties, the care of well children, or simply to provide companionship.

#### **4.4. FROZEN SICK LEAVE (FORMER EXTENDED SICK LEAVE)**

The following guidelines apply to members who have Frozen Sick Leave (for pre-1996 employees) account balances.

##### **4.4.1. FROZEN SICK LEAVE – DEFINITION**

Frozen Sick Leave is the former Extended Sick Leave account balances that have been frozen. The District bought down the previous banks by 25 percent and placed those hours into the employee's annual leave bank and/or cashed out the remaining hours. The remaining 75 percent of those hours was placed into the Frozen Sick Leave Bank and have no cash value.

##### **4.4.2. USE OF FROZEN SICK LEAVE HOURS**

The District agrees to allow members to use hours from their bank of Frozen Sick Leave for absences due to non-occupational disability only during the time of such disability, illness or other sickness or injury continues.

An employee may only draw from their extended sick leave bank following eight consecutive calendar days of unscheduled leave use. The employee must file with the Fire Chief a statement by a person licensed to practice medicine.

At the time of retirement, the remaining hours in the Frozen Sick Leave bank will have no cash value and are not reportable to CalPERS for sick leave hours for the purposes of retirement calculations.

#### **4.5. BEREAVEMENT LEAVE**

In the event of death in an employee's immediate family, the District will grant a Leave of Absence with pay up to seven (7) consecutive days to handle family affairs and attend the funeral.

For the purpose of this Section, immediate family shall be defined as, Spouse, Registered Domestic Partner, child (Including step and foster) mother or father (including step- foster, grand- and –in-law), brother or sister. The amount of time off allowed shall be determined by the Fire Chief depending upon the circumstances of each individual case and the Fire Chief's decision shall be final.

In the event of death of a member of an employee's family other than the immediate family, a leave of absence of one (1) shift shall be granted.

If an employee needs to use bereavement leave they must notify the Duty Chief 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, 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 annual leave due, such additional time shall be granted without pay.

In special or unusual cases, where 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 of the District may grant Bereavement Leave, chargeable to the employee's annual leave bank, to permit the employee to attend the funeral or memorial services.

#### **4.6. COURT APPEARANCES**

##### **4.6.1. ANSWERING WORK RELATED SUBPOENAS ON DUTY**

A leave of absence with pay shall be granted for court appearances, and other legal proceedings in cases in which the District is party or otherwise interested and the employee is compelled to attend by subpoena or by direction of proper authority; provided, however, that the employee must remit to the District within fifteen (15) days after receipt all fees received except those specifically allowed for mileage and expenses.

A leave of absence with pay shall be granted any time employees are required to appear for jury duty; provided however, that the employee must remit to the District within fifteen (15) days after receipt, all fees received except those specifically allowed for mileage and expenses. Verification of attendance shall also be required.

##### **4.6.2. ANSWERING WORK RELATED SUBPOENAS OFF DUTY**

Members who are subpoenaed, and appear as employees of the District during off duty hours will receive a minimum of four (4) hours of overtime pay as defined in this MOU. All actual hours worked in excess of the first four (4) will be compensated at the overtime rate. An employee is only eligible for this pay if they are testifying on behalf of the Fire District. Employees are not eligible for compensation when they are testifying against the District except when they are testifying about an investigation or other matter that they performed at the direction of the Fire District.

Employees will be reimbursed for mileage and associated parking costs. The mileage distance will be calculated between to and from home and the court and compensated at the District's current rate.

Members are required to submit all subpoenas, parking receipts and mileage calculations with a petty cash form to obtain reimbursement

###### **4.6.2.1. TELEPHONE STANDBY**

Employees who are required to be on telephone standby for the purposes of appearing in court during off duty hours pursuant to a subpoena or at the direction of the District Attorney or the Fire District's legal counsel shall receive four (4) hours of standby pay per day at the overtime rate. An employee is only eligible for this pay if they are testifying on behalf of the Fire District.

##### **4.6.3. JURY DUTY**

Employees shall immediately notify the Duty Chief when they are called for jury duty and keep him/her advised of dates they are required to appear in court, which occur on scheduled working days. They shall report for work immediately upon being excused by the court on such working days unless the Duty Chief allows other arrangements; however, employees have the option to use Annual Leave or Compensatory Time Off without impacting the number of available Annual Leave spots following release from jury duty if required to attend again the following day. A verification form, available from the court, shall be presented to the Duty Chief upon reporting for duty.

##### **4.6.4. PRIVATE LEGAL MATTERS**

A leave of absence without pay may be granted when an employee appears in obedience to subpoena in private litigation court or other legal proceedings to which the District is not a party.

##### **4.6.5. NO COMPENSATION**

Employees are not eligible for compensation when they are testifying against the District except when they are testifying

about an investigation or other matter that they performed at the direction of the Fire District.

#### **4.7. OCCUPATIONAL DISABILITY (WORKERS COMPENSATION)**

An employee who is absent from duty because of disability caused by illness or injury arising out of and in the course of his/her District service which is compensable under Workers' Compensation law shall be entitled to a leave of absence while so disabled without loss of salary for the duration of such disability; provided, however, that such leave of absence with pay shall terminate if the employee is retired on permanent disability pension and provided further that in no event shall such leave of absence with pay exceed one (1) year. The employee shall return to the District all disability payments received by him/her from the Districts workers' compensation insurance.

In the event that an employee's occupational disability continues for more than one (1) year, such employee's rights to further compensation, if any, by reason of his/her disability, shall be determined by the provisions applicable to disability benefits under Workers' Compensation law and/or disability benefits by reason of him/her being a member of the California Public Employees' Retirement System, and the employee's leave of absence shall continue without further salary payment by the District.

Employees shall continue to accrue Annual Leave credit as provided in section 4.1 during absence as a result of occupational disability, which occurred as a result of District service. During an employee's absence from duty because of an occupational disability, he or she shall not apply himself/herself whatsoever to any outside employment without the express permission from the Fire Chief.

#### **4.8. OTHER LEAVES**

The provisions of this section shall be read and administered in accordance with applicable provisions of state and federal statutes 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 less 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 or legislative 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.

##### **4.8.1. FAMILY LEAVES OF ABSENCE**

The District recognizes the responsibility of employees to attend to the needs of family members agrees to comply with all aspects of the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and the Fair Employment and Housing Act.

No loss of service credit with the District will occur as a result of the leave of absence. However, if the employee is granted a Family Leave of Absence while in probationary status, the length of the probationary period will be extended commensurate with the duration of the absence.

No benefit credit will accrue toward annual leave entitlement for the duration of the leave of absence. Continued medical benefit is at the discretion of the Fire Chief.

##### **4.8.2. LIFE THREATENING ILLNESS**

The District is committed to providing equal opportunity to all employees, including those who have life-threatening illnesses. The District also is committed to providing a safe work environment that meets or exceeds State and Federal regulations. Consequently, employees who have a life-threatening illness will be treated like other employees as long as they meet performance standards, and medical and other evidence indicates that their condition is not a threat to themselves or others.

The District will allow employees who have a life-threatening illness to continue to work as long as they continue to meet performance standards, and will attempt to reasonably accommodate these employees whenever practicable.

**Medical Examination** - To assure the District that the employee who is terminally ill is not a danger to himself or herself, to other employees or to the public the District reserves the right to have the employee examined by a physician. All information, including the results, related to the examination will be confidential.

**Disability** - If an employee is unable to work due to a terminal illness, the employee may be eligible for the District's medical leave of absence.

#### **4.8.3. MILITARY SERVICE LEAVE**

The District shall comply with all federal and state laws governing military leave for employees and their spouses. The District categorizes military leaves as "Long Term Military Leave" or "Short Term Military Leave."

##### **4.8.3.1. Long term Military Leave**

Long-term Military Leave is defined as an absence in excess of six (6) months. Any employee who has regular status and who is required to serve as a member of the State Militia or the United States Army, Navy, Marine Corps, Coast Guard, Air Force or any division thereof, or who volunteers for such service in time of war or national emergency shall be granted a Military Leave for the period of such service, plus ninety (90) days. Upon termination of such service and certified as having been honorable service, the employee shall be entitled to return to his/her position in the District, provided such position still exists and the employee is otherwise qualified, without loss of standing of any kind whatsoever.

Any full-time employee who is granted a long-term military leave of absence will be entitled a continuance of his/her District compensation and benefits during the time the employee remains on active military duty. The continuance of District compensation and benefits shall be paid as a net amount after deducting the amount of the employee's military pay and benefits.

##### **4.8.3.1. Short term and Emergency Military Leave**

Short term and emergency military leave is defined as an absence of six (6) months or less. In accordance with California Government Code, employees are entitled to the average number of hours worked in 30 calendar days for paid military leave per year.

On this basis, the following will be the standard provision for paid military leave:

For 40 hours/week employees = 171 paid military leave hours.

For 56 hours/week employees = 240 paid military leave hours.

Paid military leave hours will be computed based on the above and "charged against" the maximum hours for each employee for each fiscal year.

Notwithstanding any other provision of law, employees may, at their option, request to use annual leave, accumulated compensatory time off, or request a military leave of absence without pay to attend scheduled reserve drill periods or other inactive duty reserve obligations that may exceed the specified maximum hours per year of paid military leave.

#### **4.8.4. TIME OFF FOR VOTING**

As per Election Code Sections 14400 and 14401, employees who lack sufficient time outside work hours to vote in local, state and national elections may take up to two hours off work with pay for this purpose. Employees requiring time off must notify their supervisor at least two days before Election Day and must present a voter's receipt to their supervisor on returning to work.

#### **4.9. LEAVES OF ABSENCE WITHOUT PAY**

A "Leave of Absence" is defined as an excused absence without pay beyond two weeks. An absence involving paid time off (i.e., jury duty or annual leave) is not considered a leave of absence.

A leave of absence without pay may be granted to employees to maintain continuity of services only in instances where unusual or unavoidable circumstances require prolonged absence. All leaves of absence, or extensions of same, shall be reviewed on a case by case basis and granted at the sole discretion of the Fire Chief.

Continuation of medical benefits during a leave of absence will be provided as required by State and Federal law.



A leave of absence without pay may be granted by the Fire Chief, with approval of the Board of Directors of the District up to a maximum of one year.

No loss of seniority with the District will occur as a result of the leave of absence, but no benefit credit will accrue toward annual leave entitlement for the duration of the leave. While on unpaid leave, employees will not be eligible for Holiday In-Lieu or Holiday pay.

When an employee is on an unpaid leave for a portion of the pay period, the application of unpaid leave will be pro-rated based on 121.33 hours in the pay period and not the number of shifts in the pay period.

#### **4.9.1. Medical Leave**

A medical leave of absence may be granted when supported by a physician's statement. Accrued annual leave/ESL and Comp Time must be used prior to commencement of the unpaid portion of the leave. However, the combination of accrued annual leave and unpaid leave will not exceed sixty days.

#### **4.9.2. Personal Leave of Absence**

A personal leave of absence to handle compelling personal business may be granted to an employee. Length of personal leave of absence may range from two weeks to one month. To be eligible, the employee must have maintained a satisfactory record of employment with the District for a minimum of one year. Employees must use all accrued annual leave, ESL and Comp time before a personal leave of absence commences.

A personal leave of absence is approved at the discretion of the Fire Chief. The employee must be available to return to regular duty on or before the expiration date of the leave.

#### **4.9.3. Special Leave of Absence**

A special leave of absence without pay may be granted by the Fire Chief for a definite period of time, not to exceed seven days. A special leave of absence must be applied for, in writing, at least 72 hours in advance of the time the employee wishes to be absent.

#### **4.9.4. Emergency Leave of Absence**

An emergency leave of absence, which will be charged to an employee's accrued annual leave, may be granted by the Fire Chief for a period of not more than 24 hours. Such leave may be applied for in writing and presented in person to the Duty Chief and approved prior to the time the employee wishes to be absent.

Requests for leave of absence or an extension thereof must be submitted in writing to the Fire Chief four weeks prior to the commencement date, except when medical conditions make such a requirement impossible. The Chief may apply whatever conditions are appropriate for reinstatement, upon employee returning from leave of absence.

Extensions of leaves of absence are ordinarily not granted but, under critical circumstances such as an extended medical disability, may be granted. No extension will be granted without the approval of the Fire Chief.

### **4.10. UNION RELEASE TIME**

The District may provide administrative time with pay or backfill for Union Representatives and other members whose participation in committees; trainings and other events are of mutual interest to the union and the District.

Union Release Time is provided by the Fire District for mutual interest topics and is separate from Union Leave Bank.

The Union shall provide the Fire Chief or designee a written request for time off at least six (6) business days in advance of the requested time off.

The Fire Chief may waive this requirement if the matter is short notice or time sensitive.

#### **4.10.1. EXAMPLES OF DISTRICT ACTIVITIES ELIGIBLE FOR UNION RELEASE TIME INCLUDE:**

- Meet and confer sessions
- Policy steering committees and working groups

- Representation for disciplinary matters involving other members
- Joint Labor Management Committees (JLMC)
- Staff Meetings
- Negotiations (on-duty members only)
- Conflict resolution, including mediation and arbitration hearings.

**4.10.2. EXAMPLES OF CONFERENCES, CONVENTIONS, MEETINGS, AND TRAINING ACTIVITIES ELIGIBLE FOR UNION RELEASE TIME INCLUDE:**

- CALPELRA Conferences
- IAFF/IAFC Labor Management Initiative Conference
- IAFF Redmond Symposium
- IAFF Wellness Fitness Symposium
- IAFF Peer Fitness Train the Trainer Classes
- SAFER Meetings

**4.11. UNION LEAVE BANK**

The District shall establish a “Union leave bank” for the elected union officers to conduct union business activities not covered by “Union release time.”

Examples of these activities include: backfill for on-duty members and compensation for off-duty members who are required to attend certain union activities such as IAFF and CPF conferences, symposiums and trainings, E-Board meetings and other certain other labor related functions.

The District shall facilitate the establishment of a bank of hours to be donated by Union members and used by bargaining group members for activities approved by the Association President, the hours in this bank shall not exceed 720. Requests for the use of union banked time must be submitted by the Association President to the Fire Chief or his or her designee at least five (5) calendar days in advance. Time off pursuant to this section must be taken in minimum increments of six (6) hours. The Fire Chief shall provide a written response to the Association President no later than two calendar days before the date upon which the time is requested to be taken off. The Fire Chief may deny a request for the use of Union Banked Time only if granting the request will result in undue disruption of the District's operations. No more than two (2) employees shall be excused for such purposes except with the permission of the Fire Chief, or designee.

Union Leave Bank Time hours are donated by union members and are for union interests.

As needed, each member shall be requested to donate an equal number of hours to replenish the Union Time Bank. Fire Prevention members will be assessed at 1/3 the rate as a 56-hour suppression member.

The Union shall advise the District each year of both the number of hours to be credited to the bank for the next calendar year and the deductions from compensatory time off and annual leave that are to be used as the source of the bank.

The number of hours used on each occasion shall be deducted from the bank on an hour for hour basis.

Hours deducted from the Union Leave Bank will not be used to account for backfill (over-time) to rehire for the vacancy created by the use of Union Leave time. Any overtime costs created by the use of Union Leave Bank hours will be covered by the District.

Only compensatory time off and annual leave may be donated as union banked time.

The Union shall develop rules governing the use of the Union Leave Bank and provide them to the Fire Chief for consideration.

**4.12. 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 720 hours.

In order to be eligible to request paid leave from the Catastrophic Leave Bank (a) a 56-Hour employee must have less than 192 hours left; (b) a 40-Hour employee must have less than 128 hours left to exhaust all his/her accrued paid time off, compensatory time, and holidays. Hours from the Catastrophic Leave Bank shall not be provided until the employees leave balances 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.

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.

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 (a) 480 hours of such leave in a 12-month period for 56-hour employees, (b) 320 hours of such leave in a 12-month period for 40-hour employees, 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.

56-hour workweek employees who have at least 480 hours of annual leave may donate annual leave hours. A 56-hour workweek employee donating annual leave may not make a donation that would result in his/her having less than 320 hours of annual leave.

40-hour workweek employees who have at least 360 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 214 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 the same time that employees may make donation to the Union Business Leave. At any time during the year that the number or hours in the Catastrophic Leave Bank falls below the number of hours that are to be granted to an eligible employee, the Fire Chief of his/her designee shall solicit additional donation to the Catastrophic Leave Bank from regular full-time employees via this memorandum. The names of the employees who make donations to the Catastrophic Leave Bank and the number of hours shall be kept confidential.

## ARTICLE 5 - INSURANCE

### 5.1. HEALTH BENEFITS ALLOWANCE

The District shall secure and make available to all eligible employees, medical insurance, accidental death and dismemberment insurance, child care reimbursement, and excess medical expense reimbursement, plans under the Alternative Benefits and Compensation Plan (ABC Plan). The ABC Plan is a "cafeteria plan" as defined in Section 125 of the Internal Revenue Code. See salary section about payroll deductions

The District's contribution for insurance and other benefit coverage available under the Alternative Benefits and Compensation Plan is known as the Health Benefits Allowance (HBA).

Upon final approval after second review of this MOU by the Board of Directors, the monthly Health Benefits Allowance shall be set at the following dollar amounts, for the benefit month of the year implemented as follows:

- January 2019: An amount equal to 100% of Kaiser Family Bay Area, including the District's required Public Employees' Medical and Hospital Care Act (PEMHCA) contribution, up to a maximum of \$2,300/month;
- January 2020 100% of Kaiser Family Bay Area, including PEMHCA, up to a maximum of \$2,400/month;
- January 2021 100% of Kaiser Family Bay Area, including PEMHCA, up to a maximum of \$2,500/month;
- January 2022 100% of Kaiser Family Bay Area, including PEMHCA, up to a maximum of \$2,700/month;
- January 2023 100% of Kaiser Family Bay Area, including PEMHCA, with no cap. In January 2023, the District's contribution obligation in effect shall then convert to a flat dollar amount. Any changes to the District's HBA contribution obligation would then be only by agreement in future negotiations.

The District's contribution as established above shall be the maximum amount required, and the District shall not be responsible for the contribution of any sum in addition to those established by the terms of this MOU.

In the event premiums and/or costs for the benefits selected by the employee exceed the amount in the Health Benefits Allowance, the balance will be paid by the employee through automatic pretax payroll deduction, as allowed under Internal Revenue Code Section 125. Employees not exhausting Health Benefit Allowance amounts for the purchase of benefits under the Alternative Benefits and Compensation Plan may choose to allocate monthly sums toward, life insurance, Flex Spending Dependent Care, Flex Spending Medical, Flex Spending Commuter Benefits, and other benefits specified in the program, or be paid taxable cash in the following amounts:

<u>Benefit Month</u>	<u>Maximum Monthly Amount</u>
1/2018	\$1,100/month
1/2019	\$600/month
1/2020	\$400/month
1/2021	\$200/month
1/2022	\$0/month

In recognition of the phasing out of a cash option under the cafeteria plan, the District and IAFF agree that employees whose open enrollment decisions for the benefit month indicated would have resulted in the dollar amounts indicated if the same enrollment decisions had applied in December 2018, will receive the following 1-time stipend amounts, with the understanding these payments are intended to be neither PERSable nor included in the overtime rate:

<u>June 2019:</u>	<u>\$1,000/month or more: \$3,000</u>
<u>June 2019:</u>	<u>\$601/month to \$999/month: \$1,125</u>
<u>June 2019:</u>	<u>\$600/month or less: No stipend</u>
<u>December 2019:</u>	<u>\$1,000/month or more: \$3,000</u>
<u>December 2019:</u>	<u>\$601/month to \$999/month: \$1,125</u>
<u>December 2019:</u>	<u>\$600/month or less: No stipend</u>

Employees who are eligible to opt out of District Sponsored Health Coverage and provide proof of other health coverage, will be given the option to use \$1,100/month towards, life insurance, Flex Spending Dependent Care, Flex Spending Medical, Flex Spending Commuter Benefits, and other benefits specified in the program, or receive taxable non-PERSable cash in the following amounts:

<u>Benefit Month</u>	<u>Maximum Monthly Amount</u>
1/2018	\$1,100/month
1/2019	\$600/month
1/2020	\$400/month
1/2021	\$200/month
1/2022	\$0/month

Dental: The District shall contribute one hundred twenty-two dollars (\$122.00) per month toward the District's dental plan for each union represented employee under the District-wide dental program. It will be pro-rated at the beginning and ending of employment. During the term of this agreement, the District shall pay any administrator fees. Any surplus at the end of the dental plan year shall be carried over to the following dental plan year.

Contingent on implementation for other employee groups, including agreement and satisfaction of applicable meet and confer for represented employees, the parties also agree as follows: (a) the employee's eligibility to use the maximum employee annual benefit, exclusive of use for orthodontia, shall be front-loaded to the beginning of the plan year, (b) if there is no surplus at the end of the 2018-19, 2019-20 and/or 2020-21 dental plan year, the District shall increase its monthly contribution by \$5/month per employee over the prior dental plan year; (c) regardless of the status of any surplus or carry-over of dental funds at the end of the 2021-22 dental plan year, the District shall increase its monthly contribution by \$5/month per employee over the prior dental plan year in the 2021-22 dental plan year; and (d) the orthodontia limit shall be increased to \$2,500 per plan year.

## **5.2. PEHP (POST EMPLOYMENT HEALTH PLAN) 501c PLAN**

Effective the first full pay period of July 2018, for persons employed on the date the District's Board of Directors approve this MOU, the Fire District will contribute to each employee \$475/month towards PEHP. Nationwide Insurance Group manages this plan. Effective the first full pay period in July 2019, the District's contribution will increase to \$525/month. Effective the first full pay period in July 2020, the District's contribution will increase to \$575/month. Effective the first full pay period in July 2021, the District's contribution will increase to \$625/month. Effective the first full pay period in July 2022, the District's contribution will increase to \$675/month.

## **5.3. RETIREE MEDICAL BENEFIT**

Union represented employees who were hired before January 1, 2012 and retire from the District after January 1, 2002 and have at least 20 years of service with the District shall receive \$250/month as a stipend towards medical insurance until eligible for Medicare coverage. Employees' hired after January 1, 2012 shall not be entitled to this benefit.

## **5.4. CHANGES TO HEALTH BENEFITS**

In the event that the benefits of this section become subject to federal or state taxation or other impacts, the District

and the Union shall meet in a timely manner to discuss how to minimize the impact to the members.

**5.5. HEALTH BENEFITS CONSULTANT**

The District agrees to explore the use of a Health Benefits Consultant, to be mutually selected by the District and the Union, to provide the District with information and analysis on alternatives to the current health insurance options available to District employees.

**ARTICLE 6 - RETIREMENT**

**6.1. RETIREMENT PLAN**

The District agrees to continue its contract with CALPERS with the following retirement benefits.

Effective July 1, 2014 all classic members will take part in a PERS cost share with the District and increase their employee cost to a max of twelve percent (12%) or their salary.

New members as defined by CalPERS shall continue to pay one half of the normal costs currently equivalent to twelve and a quarter percent (12.25%), for the term of the agreement.

**6.1.1. CALPERS CLASSIC MEMBERS**

Members hired before January 1, 2013, or with prior service in a CalPERS or reciprocal agency, with no more than six months of separation, are called "Classic Members" and participate in the 3% @ 50 plan, with the following options:

- Half Continuance
- 1957 Survivors Benefit
- 1959 Survivor Benefit Termed "Indexed Level"
- "Military Service Credit" Option

**6.1.2. CALPERS NEW MEMBERS (PEPRA)**

Members hired after January 1, 2013 shall be called "New Member" with respect to the Pension Reform Act of 2013(PEPRA) and participate in the 2.7% at age 57 plan with the following options:

- The 1959 Survivor Benefit Program
- The "Military Service Credit" Max of 4 years

<b>BENEFIT</b>	<b>Classic members Pre-2013</b>	<b>New Members Post-2013</b>
<b>RETIREMENT FORMULA</b>	3% @ 50	2.7% @ 57
<b>Highest Year Calculation</b>	Single highest year	Average of three highest years
<b>Employee Contribution</b>	9%	Currently 12.25%

<b>Additional annual contribution to employer CalPERS</b>	3%	0%
<b>Total contribution after ratification of MOU</b>	12.00%	Currently 12.25%

6.1.3 Should CalPERS, after the District Board approves this MOU, modify CalPERS’ system-wide actuarial assumptions, (e.g. assumed discount rate, smoothing methodology, demographic assumptions, etc.) in a manner that directly increases the District’s pension costs, the parties agree to a re-opener on the subjects of wages and pension contributions.

## ARTICLE 7 - ISSUE RESOLUTION PROCESS/COOPERATION

### 7.1. COMMITTEES

The District and the Union shall use committees and working groups as an opportunity to incorporate employee feedback to help improve labor and management cooperation. Within the committees there may be working groups and committees.

#### 7.1.2 JOINT LABOR MANAGEMENT COMMITTEE (JLMC)

The JLMC shall be used to discuss ongoing labor-management items that are of mutual interest related to productivity, morale and mutual problem solving.

The JLMC is a forum for the Union and the District to share information on Fire District Operations, initiate projects that improve overall effectiveness and efficiency.

The JLMC venue can be used to “Meet and Confer” over any items contained in this MOU. The JLMC shall not be used to Meet and confer over a Successor MOU. The Union and the District agree not to engage in collective bargaining nor shall it have the ability to amend the terms of this Agreement or to be involved in the grievance procedure during JLMC.

##### 7.1.2.1 JLMC COMPOSITION

The JLMC meetings shall consist of at least two union representatives (at least one DVP), the Fire Chief or Deputy Chief, Human Resources, and other persons relevant to the agenda items.

##### 7.1.2.2 JLMC MEETINGS

The JLMC shall meet as needed to discuss issues of mutual interest, rumor control, to foster better communications and to resolve conflicts at the lowest level.

The District will record the minutes of the meetings

Items not on the agenda may be discussed upon mutual agreement of the District and the Union. Either party may request additional meetings as necessary to be held at a mutually convenient time. JLMC meetings may be cancelled if both parties agree.

##### 7.1.2.3 JLMC PARTICIPATION

No person shall be penalized for or benefit from participation in the JLMC. Union Officers and representatives shall not suffer a loss of pay or time for conducting JLMC business on duty. District Vice Presidents are eligible to use Union Release Time to perform JLMC functions outside of their regularly scheduled days.

### 7.2. UNION TRUSTEES

A position on each District Committee and Working Group (excluding District Board of Directors Committees) called a “Trustee.”

## ROLE OF TRUSTEE

The Trustees shall keep the Union apprised of the work of various committees and allow for official input on behalf of the union

## SERVICE OF THE TRUSTEE

Trustees serve at the will of the Union. The Union shall notify the District of Trustee assignments within the first thirty (30) days of the calendar year. The Union shall immediately notify the District of any changes.

## TRUSTEE PARTICIPATION

Trustees shall be allowed to attend committee meetings on duty. Trustees shall not suffer a loss of pay or time for on duty participation, nor will they receive pay for time spent attending meetings off duty.

### **7.3. PERSONNEL FILE**

The Fire District shall keep a true and correct copy of each employee's personnel file in the Human Resources Office at Fire Administration. Employees shall be allowed to inspect personnel files that are used or have been used to determine their qualifications for employment, promotion, additional compensation or termination or other disciplinary action.

Upon written request of the member, they or their authorized representative shall be provided on-duty time to review their personnel files in a reasonable time following their request.

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

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

#### **7.3.1. WRITTEN REPRIMANDS AND WARNINGS**

A member shall receive a copy of any written reprimand or warning prior to its being placed in the employee's personnel file.

A member shall not have any adverse comment entered in his or her personnel file, or any other file used for any personnel purposes by the Fire District without their knowledge.

Adverse comments shall not be placed in a member's personnel file unless the member has read and signed the instrument containing the adverse comment indicating he or she is aware of the comment.

If the employee refuses to sign the instrument, that fact shall be noted on that document, and signed or initialed by the employee.

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

#### **7.3.2. REMOVAL OF ADVERSE COMMENTS FROM PERSONNEL FILES**



The Union or an employee may request removal of letters of reprimand, warnings, and any corresponding written responses from the employee's personnel file two (2) years after it is issued upon written request by the Union or employee. Such documents will be removed following written sign-off by Human Resources acknowledging removal unless (a) there has been a further letter of reprimand or warning or more serious discipline concerning the same performance or conduct issue, in which case the date of removal will be two (2) years after the subsequent letter of reprimand or warning, or (b) if an active investigation is pending against the employee that could result in discipline, or (c) a disciplinary matter is pending against the employee (e.g. a notice of intent to discipline has been issued to the employee).

### **7.3.3. LETTERS OF APPRECIATION AND COMMENDATION**

Fire Administration may place any letter of appreciation or commendation that in the Fire Chief's estimation is of outstanding merit in the employee's personnel file

### **7.4. FIREFIGHTER'S PROCEDURAL BILL OF RIGHTS (FBOR)**

The District will comply in all respects with the Firefighters Procedural Bill of Rights Act (AB 220; Gov't Code sections 3250-3262) and, to the extent any aspect of the discipline process described in this MOU does not satisfy the requirements of the Act or needs to be supplemented by the requirements of the Act, the parties will comply with the requirements of the Act.

### **7.5. DISCIPLINE POLICY**

#### **7.5.1. CAUSES FOR DISCIPLINARY ACTIONS**

Employees may not be disciplined except for just cause. Causes for disciplinary action against any employee may include, but shall not be limited to, the following:

- Conduct or behavior not becoming of an employee in the public service.
- Fraud in securing appointment.
- Inexcusable neglect of duty.
- Violation of safety rules.
- Nonobservance of work hours.
- Being in the unauthorized possession of, or under the influence of alcoholic beverages, nonprescription or unauthorized narcotics or dangerous drugs during work hours.
- Refusal or failure to perform lawful work assigned.
- Unauthorized soliciting on District property.
- Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
- Offensive treatment of the public or another employee.
- Disobedience of, or insubordination to proper authority.
- Misuse of District property.
- Violation of any of the provisions of the District rules and regulations.
- Falsification of District records.
- Theft.
- Dishonest unethical conduct (for example, abuse of Unscheduled Leave, release of confidential information, unauthorized leave).

#### **7.5.2. SUSPENSION**

Employees suspended from the District service shall forfeit all rights, privileges and salary or other fringe benefits while on such suspension except for medical and other health care benefits for the employee and the employee's dependents.

#### **7.5.3. PRE-DISCIPLINARY CONFERENCE PROCEDURES**

Prior to taking disciplinary action, in the form of a suspension, demotion, or termination against a permanent employee the Fire Chief or his/her designee shall notify the employee in writing of the following:

- The proposed disciplinary action and effective date for such action;
- The nature of the charges and/or violation of District regulations, policies, and/or MOU provisions;
- The reasons and factual bases for the proposed action;
- The materials upon which the action is based;
- The right of the employee to respond at a specified place and time verbally or in writing;
- The right of the employee to be represented by an attorney or other representative at any further proceedings.

Any employee notified pursuant to the bullet points above, who desires to respond to said notification, shall do so at the time and place specified in the notification. Failure to respond shall be deemed an intentional waiver of the employee's right to submit an oral or written response to the proposed disciplinary action before the action is taken.

If the employee or his/her designated representative requests the right to respond orally to the proposed discipline within the time frame specified in the notice pursuant the bullet points above, imposition of proposed discipline shall be deferred until after the Fire Chief or his/her designee receives the oral response. If the employee elects to respond in writing, the Fire Chief or his/her designee shall defer imposition of discipline until receipt and review of the written response.

Where an oral response has been elected, the Fire Chief or his/her designee has the responsibility to conduct a pre-disciplinary conference. It is the Fire Chief or his/her designee's responsibility to coordinate the scheduling of the conference, including: (1) the date, time and place; and (2) forwarding of notices of such information to the employee within ten (10) working days of the employee's request. In the event the employee has given written notice to the Fire Chief that copies of all notices regarding the proposed disciplinary action are to be served upon a particular officer or representative of the Union, the Fire Chief's designee shall serve a copy of the notice of discipline on said officer's representative at the same time the Fire Chief's designee serves the notice of discipline on the employee. The Fire Chief or his/her designee shall conduct the conference informally and shall be responsible for receiving the employee's and/or his/her representative's response to the proposed discipline. The conference shall be conducted informally and shall be limited to the presentation of information by and through the employee and/or his/her representatives in response to the charges and allegations set forth in the notice of proposed discipline.

In the event the employee is unable to respond to the charges within the time permitted and demonstrates the reasonableness of a need for a continuance, the Fire Chief or his/her designee may grant a continuance. The time limits described herein are essential and may only be modified or enlarged by mutual consent of both the employee and the Fire Chief or his/her designee.

In the discretion of the Fire Chief or his/her designee and subject to the affected individual employee's consent, disciplinary procedures against more than one employee may be consolidated where related or similar issues are present.

#### **7.5.4. NOTICE OF DISCIPLINE**

After conclusion of the pre-disciplinary conference and within 30 days of the Fire Chief or his/her designee's final decision, but not less than forty-eight (48) hours prior to imposing discipline, the Fire Chief or his/her designee shall notify the employee in writing of the nature and extent of the discipline, if any, and the time of commencement thereof. The notice shall also contain a statement of charges which shall set forth the acts or omissions with which the employee is charged in order that the employee will be able to prepare his/her defense. Also, the notice shall specify the District rules, policies and procedures which the employee is alleged to have violated.

The notice of discipline shall also advise the employee of his/her right to request an appeal hearing by filing a Notice of Appeal. The Notice of Appeal must be filed within 15 days after service upon the employee of the Notice of Discipline. Failure to request an appeal hearing within the 15-day period, will constitute waiver of the employee's right of appeal.

The Notice of Discipline shall be served personally on the employee with proof of service noticed and retained by the District.

In the event the employee has given written notice to the Fire Chief that copies of all notices regarding the disciplinary action are to be served upon a particular officer or representative of the Union, the Fire Chief's designee shall serve a copy of the Notice of Discipline on said officer's representative at the same time the Fire Chief's designee serves the Notice of Discipline on the employee.

#### **7.5.5. RIGHT TO APPEAL**

Employees shall have the following administrative appeal rights, which the District and the Union stipulate as being in accordance with Chapter 5, section 11500 of the California Government Code and otherwise satisfying the administrative appeal right established under section 3250 of the California Government Code. The parties further agree that the following appeal rights constitute the employee's exclusive administration rights for challenging disciplinary action taken pursuant to this MOU and that the grievance procedures under this MOU shall not apply. The parties further agree that an employee must choose between the appeal procedure in section 7.5.6 and the appeal procedure in Section 7.5.7 and not pursue both.

#### **7.5.6. APPEAL PROCEDURE**

A formal appeal procedure shall be available for a disciplinary action involving discharge, demotion, or suspension. The conduct of the appeal hearing shall be as follows:

The formal appeal shall be presided over by an administrative law judge on staff on the State Office of Administrative Hearings, hereafter referred to as the "ALJ". The ALJ shall preside at the appeal hearing, rule on the admission and exclusion of evidence and determine and rule on all matters of law both procedural and substantive. In conducting the appeal hearing the ALJ shall follow the provisions set forth in section 11513 of the California Government code.

Discovery prior to the appeal hearing shall be permitted in accordance with sections 11507.6 and 11507.6 of the California Government Code.

A stenographic reporter shall report the appeal proceeding. However, upon consent of all the parties, the proceedings may be electronically reported.

Within 30 days after the case is submitted to him or her, the ALJ shall prepare a proposed written decision to be submitted to the Fire Chief. Within 60 days of receipt by the Fire Chief of the ALJ's proposed decision, the Fire Chief may take any of the following actions:

- Adopt the proposed decision in its entirety.
- Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision.
- Make technical or other minor changes in the proposed decision and adopt it as the decision. Action by the Fire Chief under this paragraph is limited to a clarifying change or a change of a similar nature that does not affect the factual or legal basis of the proposed decision.
- Reject the proposed decision and refer the case to the same ALJ if reasonably available, otherwise to another ALJ, to take additional evidence. If the case is referred to the ALJ pursuant to this subparagraph, he or she shall prepare a revised proposed decision based on the additional evidence and the transcript and other papers that are part of the record of the prior appeal hearing. A copy of the revised proposed decision shall be furnished to each part and his or her attorney.

- Reject the proposed decision, and decide the case upon the record, including the transcript, or upon an agreed statement of the parties, with or without taking additional evidence. By stipulation the parties and the Fire Chief may decide the case upon the record without including the transcript.
- The Fire Chief's decision will be reduced to writing and shall be final and binding on the parties. The Fire Chief's written decision shall be served on the parties in accordance with Code of Civil Procedure section 1094.6 and the decision shall be subject to judicial review pursuant to Code of Civil Procedure section 1094.5.

#### **7.5.7. ALTERNATIVE DISPUTE RESOLUTION**

In the event of:

Punitive action consisting of discharge, demotion, suspension, or denial of promotion on the grounds other than merit; and

Within 15 days after service upon the employee of the Notice of Discipline the Union gives written notice to the Fire Chief that the Union is willing to represent the employee in an arbitration over the disciplinary action; and

The employee gives written notice to the Fire Chief within the same 15-day period that the employee elects to waive his/her right to appeal under section 3250 of the California Government Code and appeals the disciplinary action instead pursuant to the following provisions for binding arbitration or disciplinary appeals., the following procedures shall be followed:

If the District and the Union fail to agree on the person to serve as the arbitrator, a request shall be submitted to the California Mediation and Conciliation Service for a list of seven (7) qualified and experienced labor arbitrators. Either the District or the Union may submit this request.

In the event the District and the Union fail to agree to the selection of one of the persons on said list to serve as the arbitrator, the District and the Union shall alternatively strike names from the list until only one name remains. That person shall serve as the arbitrator. The party to strike the first name shall be determined by lot. The District and the Union shall split the cost of the arbitrator, including the cost of the reports, evenly.

The issue to be decided by the arbitrator shall be whether just cause existed for the disciplinary action and if not, what shall be the remedy.

The arbitrator's decision of this issue shall be final and binding on the parties.

#### **7.5.8. DISCIPLINE PROCEDURE**

To the extent this section is not in compliance with the governing statutory structure comprising the Firefighter Bill of Rights, the employee may elect an alternative formal appeal procedure for a disciplinary action involving discharge, demotion, suspension, or written reprimand. The request by the employee for utilization of this alternative process must be made at the time and within the same document as the written request to appeal the final imposition of discipline, pursuant to the timelines outlined. The conduct of the intermediary step (through an advisory fact-finding administrative hearing) before final determination by the Fire Chief shall be as follows:

The formal appeal shall be presided over by an administrative law judge ("ALJ") on staff at the State Office of Administrative Hearings. The ALJ shall preside at the appeal hearing, rule on the admission and exclusion of evidence, and make recommendations on matters of procedural and substantive law. In conducting the hearing, the ALJ shall follow the provisions set forth in section 11513 of the California Government Code.

A stenographic reporter shall report the appeal proceedings. The costs of the reporter shall be borne equally by both parties. Alternatively, upon consent of all of the parties, the proceedings may be reported electronically. Within 30 days after the case is submitted to the ALJ, he/she shall prepare a proposed written decision to be submitted to the Fire Chief. Within 100 days of receipt by the Fire Chief of the ALJ's proposed decision, the Fire Chief may take any of the

following actions:

- Adopt the proposed decision in its entirety.
- Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision.
- Make technical or other minor changes in the proposed decision and adopt it as the decision. Action by the Fire Chief under this paragraph is limited to a clarifying change or a change of a similar nature that does not affect the factual or legal basis of the proposed decision.
- Reject the proposed decision and refer the case to the same ALJ if reasonably available, otherwise to another ALJ, to take additional evidence. If the case is referred to the ALJ pursuant to this subparagraph, he/she shall prepare a revised proposed decision based on the additional evidence and the transcript and/or other papers that are part of the record of the prior hearing. A copy of the revised proposed decision shall be furnished and the decision shall be served to each party and the Fire Chief. At that time, the Fire Chief will have the option of taking any of the proposed actions again in any of these subparagraphs for final determination.

Reject the proposed decision, and decide the case upon the record, including the transcript, or upon an agreed statement of the parties, with or without taking additional evidence. By stipulation of the parties, the Fire Chief may decide the case upon the record without including the transcript or electronic recording.

The Fire Chief's decision will be reduced to writing and shall be final and binding on the parties. The Fire Chief's written decision shall be served on the parties in accordance with the Code of Civil Procedure section 1094.6 and the decision shall be subject to judicial review pursuant to Code of Civil Procedure section 1094.5.

## **7.6. DUTY TO BARGAIN – NOTICE OF OPPORTUNITY**

The intent of this section is to document the mutual interest of the Union and the District in supporting a collaborative decision making/problem solving process based on interest-based negotiating techniques as well as outline a process for doing business and communication on issues. This section is not intended to diminish labor or management rights as defined in this MOU, but to provide a framework for improving communications and business practices.

### **7.6.1. MANDATORY SUBJECTS OF BARGAINING COVERED BY MOU**

For matters within the scope of bargaining and either contained in the MOU, or specifically discussed in the negotiations culminating in this MOU, the parties agree to discuss these matters in an interest-based process. Any change in these matters shall be by mutual agreement only. If there is no mutual agreement then no change can occur.

### **7.6.2. MANDATORY SUBJECTS OF BARGAINING NOT COVERED BY MOU**

For matters within the scope of bargaining, but not specifically mentioned in this MOU and not discussed in prior negotiations, the parties agree to first discuss them at the JLMC.

### **7.6.3. PROPOSAL TO CHANGE A NON-MANDATORY SUBJECT OF BARGAINING**

For matters outside the scope of bargaining (such as management rights), when the District wishes to change an existing policy or practice the parties agree to first discuss them at the JLMC

## **7.7. GRIEVANCES**

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 that 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.

### **7.7.1. GRIEVANCES PROCESSED**

Any employee who believes he/she has a grievance may discuss his/her complaint with his/her Duty Chief. If the issue is not resolved at that level, or if the employee elects to submit his/her grievance without first discussing the grievance with his/her Duty Chief the following procedures must be followed.

No grievance shall be submitted to an Adjustment Board or arbitration, which has not been timely filed. In order to be timely filed, the grievance must be filed with the Fire Chief or the Chief's designee 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. Either the aggrieved employee or an official of the Union may file the grievance. The grievance must state the facts supporting the grievance and the provision of the agreement violated along with a proposed remedy.

The Fire Chief shall designate a representative to investigate the grievance and to recommend a determination of the grievance. It is anticipated that this investigation may include meeting with the Union and the grievant to discuss the issues and to try to resolve the matter to a mutual satisfaction of all parties. The Fire Chief shall provide the grievant and the Union with the Chief's response to the grievance within fifteen (15) business days after the date the grievance was filed. In the event the Fire Chief fails to provide a response within this time period, the Chief shall be deemed to have denied the grievance on the 15<sup>th</sup> business day after the date the grievance was filed.

In the event the grievant is not satisfied with the response outlined in the paragraph above, or the Fire Chief failed to provide a response to the grievance within fifteen (15) business days after the date the grievance was filed, the grievant or the Union may refer the matter to an Adjustment Board. Such referral must be in writing and must be filed with the Fire Chief within ten (10) business days of the date of the response outlined in the paragraph above, Or In the event the Fire Chief fails to provide a response to the grievance within fifteen (15) business days after the date the grievance was filed, within ten (10) business days.

The Adjustment Board shall be made up of two District representatives (one of whom shall be independent of the District and shall not be employed by the District or any contractor of the District) and two Union representatives (one of whom shall be independent of the Union and shall not be an employee of the District or a member of, or associated with the Union). The Adjustment Board shall meet and hear presentations by the parties and render its decision within twenty (20) business days after the referral of the grievance to an Adjustment Board was filed with the Fire Chief, subject to an extension of this time by mutual agreement. A majority decision of the Adjustment Board shall be binding on the parties.

If the Adjustment Board is unable to arrive at a majority decision, either the Union or the District may request that the dispute be submitted to a binding arbitration by a third party who shall be selected by mutual agreement of the parties or, in the event that parties cannot agree on an arbitrator, from by alternative striking names from a list of seven (7) qualified labor arbitrators obtained from the State Mediation and Conciliation Service. Any submission to arbitration shall be in writing and must be within ten (10) business days of the date of the meeting of the adjustment board. The parties shall share the fees and expenses of the arbitrator and of the court reporter equally. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

Decisions of the Adjustment Board and arbitrators on matters properly before them shall be final and binding on the parties hereto.

#### **7.7.2. ADJUSTMENT/ARBITRATION BOARD**

No Adjustment Board and no arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in the unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in section 7.7.

#### **7.7.3. PROPOSAL TO ADD/CHANGE MEMORANDUM**

Proposals to add to, or change this Memorandum of Understanding, or proposals for written agreements to addenda supplementary hereto shall not be arbitral and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of, or in connection with, such proposal, may be referred to arbitration under this Section. Neither any Adjustment Board, nor any arbitrator, shall have the power to amend or

modify this Memorandum of Understanding or written agreements, or addenda supplementary hereto or to establish any new terms and conditions of employment.

### **7.8 COMPENSATION PAYMENTS**

All complaints involving or concerning the payments of compensation shall be initially filed in writing with Fire Administration. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered 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.

### **7.9 CHANGE OF MEMORANDUM**

No Changes in the Memorandum of Understanding, or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder), will be recognized unless agreed to by the District Board and Union.

### **7.10 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 Manager 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 of 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.

## **ARTICLE 8 - OPERATIONS**

### **8.1. DAYS AND HOURS OF WORK**

#### **8.1.1 2x4 WORK SCHEDULE FOR FIRE SUPPRESSION MEMBERS**

Members on this work schedule shall be referred to as 56-hour employees. Inasmuch, they work 56 hours per week on an average over the course of a year. This schedule consists of two consecutive 24-hour work shifts worked followed by four 24-hour days off.

**XX** = 24-hour on-duty period. **OO** = 24-hour off-duty period

Example: **XX 0000 XX 0000 XX 0000 XX 0000**

In accordance with Section 207(k) of the Federal Fair Labor Standards Act (FLSA), the 2 x 4 work schedule shall consist of eight (8) twenty-four (24) hour on-duty periods (a total of 192 hours) within a twenty-four (24) day work period in accordance with the chart above.

#### **8.1.2. 40-HOUR WORK SCHEDULE FOR FIRE PREVENTION MEMBERS**

Union represented employees assigned to the Fire Prevention Bureau shall work a 4-10 work schedule and shall work Monday through Thursday or Tuesday through Friday during scheduled hours of work that have been established by the Fire Marshal.

Members assigned to the Fire Prevention Bureau shall work 10 consecutive hours. Lunch and breaks shall be counted as

time worked.

The Fire Marshal may temporarily modify the work schedule or work hours for members assigned to the Fire Prevention Bureau in order to meet unusual or occasional special needs, provided the modification is mutually acceptable to the Fire Marshal and Employee.

The District retains the right to modify the previously established regular days or hours of work for members assigned to the Fire Prevention Bureau in order to best meet the needs of the Fire Prevention Bureau and District, provided however that prior to implementing any changes, the District will meet and confer with the Union.

40-hour union represented employees shall receive a 30-minute paid

lunch. See overtime description in section 2.2.1

All hours worked outside of the normal 40-hour schedule shall be paid at rate of time and one half for each hour worked.

Holidays and annual leave hours shall be counted as hours worked for overtime purposes. All overtime hours shall be preapproved by the Fire Marshal.

Current Senior Fire Inspector/Deputy Fire Marshal shall be allowed a take home District vehicle. If another Fire Prevention Bureau member is designated to cover the on-call for the Senior Fire Inspector/Deputy Fire Marshal, that member may be allowed a District take home vehicle for short-term coverage as approved by the Fire Marshal. Members assigned to the Fire Prevention Bureau shall be able to participate in District wellness and fitness programs.

## **8.2. 96-HOUR RULE**

No employee shall be allowed to work in excess of 96 consecutive hours.

All employees having worked 96 consecutive hours must have a minimum of 12 hours off-duty time before resuming work.

The Duty Battalion Chief may approve exceptions to this rule under emergency situations.

## **8.3. EXCHANGES OF ON-DUTY TIME (SHIFT TRADES)**

Requests for exchanges of on-duty time may only be denied for reasons specified in this MOU.

### **8.3.1 GENERAL RULES AND RESTRICTIONS**

Employees working 56-hour shift schedules may agree to trade a regularly scheduled shift consistent with the rules set forth in this section. The hours worked under a shift trade shall be excluded in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation. When one employee substitutes for / trades with another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift.

Employees shall be allowed to make unlimited exchanges of on-duty time ("Shift trades"); provided, however, that employees working a shift trade shall not be eligible for additional pay directly resulting from the trade. Captains may exchange On-Duty time only with other Captains. Under special circumstances the Duty Chief may grant permission for Captains and Acting Captains to Exchange On-Duty Time. Engineers and Firefighters may Exchange On-Duty Time as long as there is no additional cost to the District. A 56-hour employee of any rank may exchange on-duty time with an employee that has been accepted into Section 4.12, the Catastrophic Leave Program.



Employees may make unlimited trades and work unlimited hours. However, no employee shall be allowed to work in excess of ninety-six (96) consecutive hours. The next work period or shift shall not begin until an employee has had a minimum of twelve (12) hours off duty. In times of an emergency, the Fire Chief or their designee may authorize that this section be waived.

Requests for exchanges of on-duty time for periods of time less than 24 hours shall be submitted to and approved by the Company Officer in charge of the employee's company. The Company Officer shall notify the Duty Chief at the time the exchange is granted and shall further notify him/her when the exchange takes place.

Requests for exchanges of on-duty time for a full shift shall be submitted to and approved by the Duty Chief. Such request for exchanges of on-duty time for a full shift shall be submitted by 1900 hours of the night before the employee's shift begins. The Duty Chief may waive this notice requirement for unusual or unforeseen circumstances. These requests shall be electronically submitted using email. The procedure for the operational implementation shall be described in the Policy and Procedures Manual.

When an exchange request has been appropriately approved, the responsibility of reporting for work on a day that was exchanged belongs to the employee who agreed to work on that day.

### **8.3.2 ANNUAL LEAVE AND COMPENSATORY TIME DURING SHIFT TRADE**

Employees may not use annual leave or compensatory time off on days they have agreed to work for other employees as exchanges of on-duty time.

#### **8.3.2.1. Deployment on Disaster Relief or Mutual Aid Assignment**

In the event an employee has arranged an exchange of on-duty time with a second employee and the first employee is unable to work for the second employee on the day upon which the employees mutually agreed because the first employee is deployed on that day as a member of a disaster-relief or mutual aid team, the employees will select from the list of options below to address the situation. The second employee will continue to have the obligation to fulfill the trade if the second employee has not worked the trade already. If the second employee has already worked the trade, the trade obligation of both employees will be considered fulfilled.

- (a) Should the member be deployed on a mutual aid assignment when he/she is scheduled to work a trade, the member can arrange for another member to work the shift trade.
- (b) If the member cannot arrange for another member to cover the shift trade, then the member will honor the trade by not being compensated during the scheduled duration of the trade. Reimbursement from the incident will be utilized to hire another member to cover the vacancy created by the member being assigned to a mutual aid assignment.
- (c) Both members involved in the trade may agree to cancel the portion impacted by the deployment in lieu of the previous steps.

*Example: Mike agrees to a shift trade with Ken. On the day Mike is scheduled to work for Ken, Mike is on a disaster relief, District assignment or mutual aid deployment and can't work that day in place of Ken. The employees who entered into the shift trade will select from the options listed to remedy the situation. Mike will be considered to have fulfilled his trade obligation to Ken. Ken will continue to have the obligation to fulfill the trade if he has not already done so. If Ken has already worked the trade, the trade obligation of both employees will be considered to have been fulfilled.*

### **8.3.2.2. Job-Related Injury Prior to Date of Repayment of Shift Trade**

In the event an employee has arranged an exchange of on-duty time with a second employee and the first employee is unable to work all or part of the second employee's shift on the day upon which the employees mutually agreed because of a job related injury or illness, unless the sick or injured employee arranges for a replacement through another exchange of on-duty time, the District will assign a third employee to work on that day as a replacement for the second employee and the number of hours of the second employee's shift that were not worked by the first employee shall be deducted from the first employee's annual leave bank and the first employee's trade obligation will be considered to have been fulfilled.

*Example: Mike agrees to a shift trade with Ken. On the day Mike is scheduled to work for Ken, Mike is unable to work part or the entire shift because of a job-related illness or injury. Unless Mike arranges for a replacement through another exchange of on-duty time, the District will assign another employee to work in Ken's place on that day and the number of hours remaining in the shift shall be deducted from Mike's annual leave bank. Mike will be considered to have fulfilled his trade obligation to Ken.*

### **8.3.2.3. Job-Related Injury while repaying a shift trade**

In the event an employee has arranged an exchange of on-duty time with a second employee and the first employee is injured and unable to finish the shift while working the trade for the second employee, unless the injured employee arranges for a replacement through another exchange of on-duty time, the District will assign a third employee to complete the shift and the remaining number of hours in the shift will be deducted from the first employee's annual leave bank. The first employee's trade obligation will be considered fulfilled. The second employee will continue to have the obligation to fulfill the trade if the second employee has not worked the trade already. If the second employee has already worked the trade, the trade obligation of both employees will be considered fulfilled.

*Example: Mike agrees to a shift trade with Ken. On the day Mike is working in Ken's place, Mike sustains a job-related injury and is unable to finish the shift. Unless Mike arranges for a replacement through another exchange of on-duty time, the District will assign another employee to work in Ken's place for the remainder of the shift. Mike will be considered to have fulfilled his trade obligation to Ken. The number of hours remaining in the shift will be deducted from Mike's annual leave bank. Ken will continue to have the obligation to fulfill the trade if he has not already done so. If Ken has already worked the trade, the trade obligation of both employees will be considered to have been fulfilled.*

### **8.3.2.4. Other Injury or Illness during shift trades**

In the event an employee has arranged an exchange of on-duty time with a second employee and the first employee is unable to work all or part of the second employee's shift on the day upon which the employees mutually agreed because of an injury or illness that is not job-related, unless the sick or injured employee arranges for a replacement through another exchange of on-duty time, the District will assign a third employee to work on that day as a replacement for the second employee and the number of hours of the second employee's shift that were not worked by the first employee shall be deducted from the first employee's annual leave bank and the first employee's trade obligation will be considered to have been fulfilled.

*Example: Mike agrees to a shift trade with Ken. On the day Mike is scheduled to work for Ken, Mike is unable to work part or all of the shift because of an illness or injury. Unless Mike arranges for a replacement through another exchange of on-duty time, the District will assign another employee to work in Ken's place on that day and the number of hours remaining in the shift shall be deducted from Mike's annual leave bank. Mike will be considered to have fulfilled his trade obligation to Ken.*

## **8.4. STAFFING**

Suppression staffing will be the following:

- Engine companies: Three (3) members

- Truck companies: Four (4) members
- Brush Patrols: Three (3) members
- Boats/Watercraft: Three (3) members
- Rescue companies: Two (2) members

On red-flag days, fire watches and dedicated standbys, the District may staff a Brush Patrol or other appropriate apparatus with a minimum of two (2) properly trained personnel.

The District shall have the sole discretion as to which of the above apparatus shall be in service. During a shift no apparatus may be in service unless it is staffed with the applicable minimum number of personnel as specified above.

A minimum of five captains shall be on duty at all times. In the absence of a Captain, an Acting Captain may fill the vacancy.

Notwithstanding the staffing levels specified in this section, the District shall have the ability to temporarily assign Non-Captains and non-acting captains to be in charge of apparatus for periods of less than 6 hours.

## **8.5 FIRE SUPPRESSION (56 HOUR) DAILY SCHEDULE**

The rules regarding the fire suppression (56 hour) daily activity schedule are set forth in the Policy and Procedures Manual and incorporated into this MOU as if fully set forth herein by this reference. Prior to any implementation of changes regarding these rules, the Fire Chief shall meet, confer, and reach agreement with the Union.

## **8.6. SHIFT AND STATION BIDDING**

Once a year, based on seniority, 56-hour employees will have the option of bidding for shift and station. The Union will conduct the selection process under the direction of the Fire Chief and/or his designee.

Shift and Station selection shall take place during the month of October. The effective date of the change will be on the second shift of the first tour of "B" shift the following January.

Captains will bid first, Engineers will be second and firefighters will bid last. Each engine and Truck position during the station bidding process will have one open slot for a Paramedic position, which will be filled by a firefighter or Engineer Paramedic. Captain Paramedics cannot fill the primary paramedic slot during the bidding process. When the last individual has made his/her choice of shift and station, the bidding process will be complete. One person per shift, based on seniority, shall be eligible to pick as Adjutant in accordance to Section 8.7.

If a selection develops where the Fire Chief or his/her designee opposes the selection, the Fire Chief or his/her designee will notify the Union and individual, in writing, of his/her reasons. This opposition is subject to review between the Fire Chief or his/her designee and the Union within ten (10) working days thereafter. The District retains its right to determine the number of Engineers and Paramedics assigned to fire stations.

A guidance document defining Shift Bidding and Station Responsibilities shall be located on the Intranet.

## **8.7. ADJUTANT ASSIGNMENT**

The Adjutant is responsible to assist the on-duty Battalion Chief and the Station Captain with daily staffing and maintaining accurate records in support of the payroll division.

The Adjutant position is only open to Firefighter/Engineer and Firefighter/Paramedics. One Adjutant shall be assigned to each platoon.

The Adjutant assignment shall be bid at the station set by the District, by seniority, for a term of two (2) years. After that two-year term, the current Adjutant may continue to bid the position consecutively unless another member (more or less senior) with a minimum of ten (10) years with Menlo Park Fire would like to fill it. The second member

must be able to bid the station with the Adjutant assignment through the seniority process after notifying the Union association prior to Bid Night; in which case the "Senior member" / "termed out Adjutant" must give up the spot for a 2-year term. After that 2-year term, the prior Adjutant (senior member in this example) may bid/return to the spot based off regular Bid Night seniority rules, and this starts the process all over again.

When a member with no previous Adjutant training successfully bids the Adjutant position, they shall receive 10 shifts (120 hours) of Adjutant Training from the incumbent adjutant prior to the beginning of the new shift bid. Trainees shall not be compensated as Adjutants during training.

If an Adjutant position is vacated during the first twenty-one (21) months of a two-year bid due to retirement, promotion, resignation or disciplinary action; the District will post the vacancy. The position will be filled by a qualified acting Adjutant within two weeks based on seniority.

If an Adjutant with less than three months left in the term separates from the District or receives discipline, the most senior acting Adjutant on that shift will fill the Adjutant position for the remainder of the year.

## **8.8. EMS PROGRAM**

### **8.8.1. PARAMEDIC STAFFING**

The District will maintain current staffing levels, and shall strive to achieve at least 45 Paramedics by the end of this contract.

Fire Captain/Paramedics shall not be factored in shift bidding and balancing.

Captains and Acting Captains shall not be the primary paramedic on any fire apparatus for periods greater than forty-eight (48) scheduled shift hours, within 96 hours of scheduled shift work, but shall perform ALS service on the scene of an emergency as needed.

### **8.8.2. PARAMEDIC MINIMUM COMMITMENT**

All newly appointed paramedics shall be required to maintain their licensure, certifications and SMC Accreditation for five (5) years after initial accreditation.

### **8.8.3. CRITERIA FOR LEAVING THE ALS PROGRAM**

Members may request to leave the ALS program under any of the following conditions:

- Promotion to Company Officer or Chief Officer
- Openings for an existing, vacated or new FF/EMT positions.
- The number of Firefighter/EMT-P's exceeds the minimums outlined in this MOU.
- Illness or injury that makes the affected member unable to perform paramedic duties.
- Other special circumstances (Requires Fire Chief approval.)

### **8.8.4. LEAVES OF ABSENCE FROM THE PARAMEDIC PROGRAM**

**Short Term:** EMT-P's may request a short-term leave of absence from the paramedic duties for a period of three months or less. Paramedics shall not receive paramedic differential pay during a leave of absence. Two or more leaves in a one-year period shall be considered as a Long-Term Leave of Absence. Only the Fire Chief or his/her designee may grant Short-Term Leaves of Absence.

**Long Term:** EMT-P's may request a Long-Term Leave of Absence from the paramedic duties for a period of three months or more. Paramedics shall not receive paramedic differential pay during a leave of absence. Only the Fire Chief or his/her designee may grant Long-Term Leaves of Absence.

Prior to returning to Paramedic duty from a leave of absences, EMT-P's shall meet all state, county and Fire District

requirements for Paramedics and agree to a three-year commitment as an EMT-P

#### **8.8.5. PARAMEDIC PAY (SEE SALARY TABLES)**

See salary tables, Appendix A.

#### **8.8.6. ACCREDITATION AND CONTINUING EDUCATION FOR PARAMEDICS**

At no cost to the Paramedics, the District shall offer the required coursework, provide the required textbooks, and administer the mandated testing. A limited portion of this mandated continuing education shall be provided to the unit member during on duty time. Paramedic Continuing Education training can be either traditional classroom or computer online training. The District shall reimburse the paramedic unit member for all required San Mateo County Continuing Education courses that are not hosted by the District.

Paramedics attending off duty required San Mateo County Continuing Education Courses shall be paid overtime based on the scheduled length of the course and shall not include travel time.

The District may backfill a Paramedic for all required San Mateo County Continuing Education course that are not hosted by the District.

#### **8.8.7. CONTINUING EDUCATION FOR EMTs**

All current and future EMTs shall have a continuing obligation to maintain their EMT certification. The District agrees to continue to provide on duty training to meet the requirements of the certifying agency. Members on annual leave or industrial disability shall be permitted to recertify while on duty. If the member fails to participate in or successfully complete the first available make up CE class, they will be responsible to do so on their own time.

#### **8.8.8. LICENSE/CERTIFICATION RENEWAL STIPEND**

The District shall reimburse member's Paramedic License and EMT certification renewal fees excluding late and resubmission fees

Paramedics and EMTs are responsible for correctly completing and submitting their renewal application to the accrediting agency.

Paramedics and EMTs shall not lose specialty pay for renewal delays caused by the State EMS Authority or local EMS agency.

Personnel that fail to maintain CEUs and/or current licensure shall lose premium pay for a minimum of one full pay period even if the certification is restored within a pay period.

#### **8.8.9. PARAMEDIC TRAINING PROGRAM**

Firefighter/EMT & Engineer/EMT are the only eligible participants for the Paramedic Training Program. The District will cover all backfill, books, tuition, mileage and associated fees.

Training Allowance: The parties agree that participation in this training program is voluntary and provides participants with off-duty training in a new skill for their benefit in potentially becoming a Firefighter Paramedic. The District shall pay an allowance of \$10000 versus MOU overtime for those members accepted into the Paramedic Training Program while attending off-duty training. The Training allowance will be paid at the following intervals:

- \$2500 – Acceptance into the Paramedic Training Program
- \$2500 – Successful completion of didactic training.
- \$2500 – Successful completion of clinical training.
- \$2500 – Successful completion of paramedic licensing and San Mateo County Accreditation.

This specialty pay in lieu of overtime pay shall be paid out in the next pay period following proof of completion of the associated section of paramedic training.

Any member voluntarily withdraws from the paramedic training program shall refund the District the most recent payment of \$2500 within 60 days.

Members who are removed from the paramedic training for violation of District or program rules may also be subject to disciplinary action.

The District may sponsor up to three personnel at any given time for the Paramedic Training Program unless there is no interest by personnel or the maximum number of medics as established by section 8.8.1 has been met.

Members shall not be eligible for the Educational Reimbursement Program while participating in Paramedic Training Program.

#### **8.8.10. PRECEPTOR AND 5-CALL PAY**

The District shall pay a Paramedic, qualified as a preceptor, \$1.00 per hour for supervision of a paramedic intern upon completion of the approved internship. The individual assigned as the preceptor to the intern shall be the only one to receive the payments. Members working shifts for preceptors on leave are not permitted to submit for the pay.

The District shall pay a Paramedic \$0.80 per hour for being assigned to supervise a new Paramedic's 5-call process. The Individual assigned to supervise the new Paramedic's 5-call process shall be the only one to receive the payments. Additional members are not permitted to submit for the pay due to occasional backfill of the supervisor assigned or roving/overtime of the Paramedic in the 5-call process.

#### **8.9. STATION CHANGE NOTIFICATION**

Any time a member is detailed out of their regularly assigned station due to staffing needs, the Adjutant shall attempt to contact affected member(s) of any station assignment changes as soon as possible.

A Member who reports to their regularly assigned station on time but is then detailed to another station shall not be tardy or late if not present at roll call.

The District shall endeavor to notify an employee prior to the employee reporting to work of any change in their station assignment to which the employee is reporting to.

Roving members are expected to report for duty and be present for roll call at 0800 unless given insufficient notification of a station change prior to the start of their shift.

#### **8.10 EMERGENCY CALL-BACK**

##### **8.10.1. TRIGGER POINTS**

The types of incidents that may require the initiation of emergency call-back include, but are not limited to:

- One major incident affecting a localized or widespread area.
- Two or more major incidents causing a high demand for resources at different locations.
- Numerous incidents causing a peak demand on the entire resource system.
- Any time emergency callback is ordered by the Fire Chief or designee.

##### **8.10.2. EMERGENCY CALL BACK OVERTIME FOR 40-HOUR EMPLOYEES**

When a 40-hour employee is called, (a) Back to work on the employee's scheduled day off or is called, (b) Back to work after the unit member had completed his/her regular ten (10) hour shift and has left his/her assigned work location, the

District shall pay the employee a minimum of one (1) hour of overtime. Overtime hours shall commence with the time the District reaches the unit member.

### **8.10.3. EMERGENCY CALL BACK OVERTIME FOR 56-HOUR EMPLOYEES**

When a 56-Hour Employee is called back to work, for a reason deemed to be an “Emergency Call Back” by the District, he/she shall be compensated for all work performed outside his/her regular duty shift at the overtime rate. Overtime hours shall commence with the time the District contacts the unit member by phone or pager. In no event shall he/she receive less than one (1) hour of overtime compensation for each such call-back.

When a 56-hour employee is called back to work, for a reason deemed not to be an “Emergency Call Back” by the District, he/she shall be compensated for all work performed outside his/her regular duty shift at the overtime rate. Overtime hours shall commence with the time he/she arrives at a District work location to either pick up equipment or report for work. In no event shall he/she receive less than one (1) hour of overtime compensation for each such call back.

For 56-hour employees “forced” back utilizing the overtime list to fill unplanned vacancies mid-shift, that employee shall be paid from time of force back.

### **8.10.4. EMERGENCY CALL BACK PROCEDURES**

Refer to the Emergency Call Back policy.

### **8.10.5. MANDATORY HOLD-OVER OF 56-HOUR EMPLOYEES**

Mandatory Holdover is used at the Company Officers discretion to fill vacancies on emergency apparatus and keep an emergency apparatus in service until a suitable replacement arrives. Employees held-over will be required to stay until a suitable replacement can relieve them. Employees holding over will be compensated at the appropriate overtime rate.

### **8.11. TRAINING**

Each platoon shall have one company officer assigned to the truck company who is designated as the Platoon Training Officer (PTO). The PTO will assist the Training Chief and the Training Division with the coordination of training.

The Training Division will develop and maintain training guidelines. The Union will participate in the development of these training guidelines by providing at least one trustee to the Training Division Committee. The District retains the sole authority to program approval.

## **ARTICLE 9 - MODIFIED DUTY ASSIGNMENTS**

### **9.1. TEMPORARY MODIFIED DUTY ASSIGNMENTS (LIGHT DUTY)**

The Fire District shall maintain a light duty program for members with industrial and non-industrial injuries who are able to work in a restricted capacity.

### **9.2. LIMITED DURATION SPECIAL ASSIGNMENTS**

56 Hour members may voluntarily be assigned to a limited duration staff assignment (40-hour workweek) to complete a special assignment.

Limited duration staff assignments shall not exceed 180 consecutive workdays before rotating back to a line position.

Members working in limited duration staff assignments may be assigned to the following areas:

- Training Division
- Fire Administration
- Fire Prevention
- Special Assignment (under direction of the Fire Chief or designee)

Members working in limited duration staff assignments shall be compensated at their same rate of pay and be paid 121.33 hours per pay period.

Members working in limited duration special assignments shall continue to receive FLSA Overtime (3.17 hours/pay period) and shall not suffer any loss of compensation for working in a limited duration special assignment.

Members working in limited duration staff assignments shall continue to accrue leave and benefits at the 56-hour rate.

Members working in limited duration staff assignments shall still be eligible for shift overtime.

Members working in limited duration staff assignments shall be compensated for their lunch hour.

Members working in limited duration staff assignments may be assigned a take home vehicle.

### **9.3 STAFF CAPTAIN**

The Staff Captain position is an ongoing benefited position. This position will report to the Division Chief assigned to Training and work a 40 hour per week schedule. The schedule may be flexed by mutual agreement with the Division Chief of Training and the Staff Captain.

This position shall be filled for a two-year assignment. At the end of the two-year assignment, the incumbent may reapply and be considered with all other applicants. The opportunity will be subject to an application process and open to all eligible Captains. To be considered, Captains must express interest in the position by submitting their application via the formal process as determined by Human Resources and the Division Chief of Training.

This assignment is eligible for a Special Compensation of 10% above base wage at the time of assignment and access to a District vehicle. The use of a District vehicle will be subject to District policy and procedure. Maintenance of EMT, Paramedic, Driver, and/or other special suppression qualifications are required throughout the duration of this assignment.

During this assignment, the Staff Captain will continue to be paid as 56-hour employees paid 121.33 hours per day period as a non-exempt salaried employee. The Staff Captain will be eligible to keep all associated specialty pay, including the FLSA payment of 3.17 hours per pay period. During this assignment, Annual Leave will continue to be accrued at the 56-hour rate however, using time off during this assignment will be subject to a formula to capture the 40-hour week schedule. Based on the 40-hour week schedule and the 56-hour week accrual, all Annual Leave hours will have a 1.4 formula applied at the time of use ( $56/40=1.4$ ). For example, when taking a 10-hour day off using Annual Leave, the Staff Captain will use 14 hours of Annual Leave.

Overtime eligibility will be determined by the Union so long as the overtime assignment does not conflict with the Staff Captain assignment. Work assignments for the Training Staff Captain will take priority over all other work assignments, including overtime. Requests for time off will be approved in advance by the Division Chief of Training and will not be approved to allow the Staff captain to take an overtime assignment. The Staff Captain of Training cannot be forced to take shift overtime.

## **ARTICLE 10 – HEALTH AND WELLNESS**

### **10.1. WELLNESS-FITNESS PROGRAM**

The District and the Union agree that it is imperative for represented members to obtain and maintain a level of fitness consistent with their duties.



To achieve such a program, a Labor/Management Wellness Committee has been formed. The Committee consists of one District representative, one Union representative and may also include one representative from the contracted agency that facilitates the Wellness/Fitness physical testing.

All members, including members assigned to Fire Prevention, shall participate in the Wellness-Fitness Program. The Wellness-Fitness program shall be a positive program and non-punitive in design; allow for age and position in the Fire District. The Wellness-Fitness Program shall provide for rehabilitation and remedial support for those in need; and be reasonable and equitable to all participants.

The District shall provide or arrange access to workout facilities for on-duty members.

Program participation shall be monitored by the company officers and recorded in daily training records.

The Labor-Management Wellness/Fitness Committee shall be responsible for three primary areas:

- **Statistics and Health:** Developing statistics on experience with lost time and costs due to disease and injury over the past 5 years.
- **Wellness/Fitness Program:** Developing program objectives, developing the program and related activities (e.g., workshops, smoking cessation and weight control programs); input in the preparation of the Wellness/Fitness program budget.
- **Executive and Marketing Functions:** Identifying specific objectives to the program, developing answers or procedures to overcome the objections, enlisting the help of critical support groups and individuals; investigating legal implications of the Wellness/Fitness Program; proposing policies and directives. This program will comply with all current state and Federal laws/statutes that pertain to medical record keeping and discrimination.

The Wellness-Fitness Program shall be interpreted and applied consistent with all state and federal regulations and statutes. The District shall ensure that the results of all medical and physical evaluations remain confidential. All medical information collected as part of a medical evaluation shall be considered confidential information and shall be released by the contracted agency only with that member's specific written consent. All medical record keeping shall comply with the requirements of 29 CFR 1910.1020, "Medical Record Keeping." The Fire District shall be informed by the contracted agency as to only the results of the overall program and the employee's performance as a group statistic.

A new policy in the Districts Policy and Procedure Manual regarding the Wellness/Fitness Program and the administration of the program shall be developed and agreed upon by both parties. The policy addresses critical issues anticipated by the parties, and provides specific procedures for the administration and application of the program guidelines.

During the term of this Agreement, any changes to the policy, or the development of new policies directly related to the Wellness/Fitness Program, will require the mutual agreement of both parties.

## **10.2. FITNESS FOR DUTY MEDICAL EXAMS**

In the event the Fire Chief or his/her designee determines based on reasonable, objective evidence that an employee is experiencing problems in the performance of their duties and those problems are related to job performance or employee safety and are of a nature that they may be due to a medical condition, the Fire Chief or his/her designee may order that an employee undergo a medical examination to determine whether the employee is fit for duty.

A physician selected by the District shall give the examination and the full cost of such medical examination shall be borne by the District, as shall any additional medical examinations required by this Section.

The employee shall be placed on administrative leave with pay at the same time the employee is ordered to undergo a medical examination and shall remain on administrative leave with pay until the District physician has issued a written determination of whether he/she is fit for duty.

The District shall advise the employee in writing of the results of the medical examination immediately upon receipt of those results.

In the event the employee disagrees with the results of the Medical Examination the employee may request a second opinion from a physician to be selected by mutual agreement between the employee and the District and the employee shall remain on administrative leave with pay until the District has received the second opinion and notified the employee of the results.

The District and the employee shall work together in good faith to select the physician for the second opinion as soon as possible.

In the event the second opinion is that the employee is fit for duty. The employee shall be reinstated to regular duty.

In the event the second opinion is that the employee is unfit for duty, the employee shall be removed from administrative leave with pay, in which event the employee may then take such disability leave, Annual Leave, and/or other paid leaves of absence to which the employee is entitled under the terms and provisions set forth in this Memorandum of Understanding that are applicable in light of the employee's particular circumstances.

An employee who has been determined by the District's physician as not fit for duty due to a medical condition may request, at minimum intervals of three (3) months, to be re-evaluated by the District's physician and shall be promptly reinstated to regular duty in the event the result of the re-evaluation is a determination that the employee has become fit to return to duty.

### **10.3. ONLINE EXPOSURE REPORTING**

The District agrees to contribute a maximum of \$20 annually per employee to a 3<sup>rd</sup> party Online Exposure Reporting System. The District will pay for all employees annually by submitting a single check directly to the 3<sup>rd</sup> party.

## **ARTICLE 11 – PERSONNEL**

### **11.1. PROBATIONARY EMPLOYEES**

#### **11.1.1. FIREFIGHTER**

The Firefighter probationary period shall be twelve (12) months of service commencing on the first day of in-house training with the District following completion of the District sponsored in-service academy.

During a new member's probationary period, they will be required to take and pass regular manipulative and written examinations, which may include; firefighter curriculum, emergency medical care, streets, public buildings, certain water companies and other job-related subjects.

During the probationary period, probationary members shall receive regular monthly evaluations that they shall review with their company officer before it becomes part of their employment record.

In the event that a probationary member fails a written or manipulative exam or has unsatisfactory monthly evaluations; the Fire Chief in his/her sole discretion may elect to extend the probationary members probationary period in one month increments and/or allow the member to retake the failed examination.

Upon satisfactory completion of the Firefighter probationary period of the training, the Firefighter shall be eligible for regularly scheduled salary step increases and seek Engineer certification.

#### **11.1.2. FIRE INSPECTORS**

New prevention personnel shall serve a probationary period of twelve (12) months. Upon satisfactory completion of such probationary period, employees shall be appointed as regular employees of the District.

During the probationary period, probationary members shall receive regular monthly quarterly evaluations that they shall review with the direct supervisor before it becomes part of their employment record.

#### **11.1.3 LEAVE OF ABSENCE ON PROBATION (MOVED FROM INDIVIDUAL SECTIONS)**

In the event of a new member is granted one or more leaves of absence during the probationary period, the probationary period shall be extended by the number of days that member was absent on leave.

#### **11.2. PROBATIONARY PERIOD FOR PROMOTIONAL POSITIONS**

The probationary period for a promotional position shall be twelve (12) months.

#### **11.3. PROMOTIONS**

Promotional examinations shall be conducted on the order of the Fire Chief and whenever practical and consistent with the best interest of the service.

Promotions will be restricted to permanent employees who meet the requirements set forth in the job announcement.

Prior to the testing process, JLMC will meet to help anticipate and avoid complaints and ensure the success of the testing process. This review does not suggest a need for approval from labor prior to proceeding with the process.

Minimum qualifications and/or requirements for appointment shall be in effect Fire Suppression and Fire Prevention classifications during the terms of this agreement. Provided however, that the Fire Chief or his/her designee may establish additional qualifications and/or requirements for appointment beyond those specified in this MOU after meeting and conferring with the union.

#### **11.3.1. ELIGIBILITY LIST**

The names of the successful candidates shall be recorded in the order of their standing in the examination on an eligibility list. The Fire District will post the eligibility list at the completion of the examination process. The list shall list the candidates by name in order of rank position. No scores shall be published but candidates may review their individual scores with the Human Resources Manager or designee.

#### **11.3.2. REMOVAL FROM ELIGIBILITY LIST**

The Human Resources Manager under the following conditions may remove the name of a person on an eligibility list:

The eligible person requests in writing to have their name removed from the list.

The eligible person fails to respond to a formal offer of employment with six (6) days of receiving a formal offer of promotion.

#### **11.3.3. TIME OFF FOR COMPETITIVE EXAMINATION**

Eligible candidates will be relieved of duty at 2000 hours on the night before any competitive written exam or assessment center when the test falls during or immediately after the eligible candidate's regular working hours. Candidate shall return to full duty after completion of examination. These hours may be taken without any loss of compensation or leave accruals.

#### **11.4. SUPPRESSION CLASSIFICATIONS AND PROMOTION REQUIREMENTS**

See Job descriptions on the intranet under the Human Resources tab.

#### **11.5. DEMOTION/REASSIGNMENT OF MANAGEMENT PERSONNEL**

A position in the rank or classification of Captain may be filled by the demotion or reassignment of a management employee only if the following conditions exist

A vacant position exists, in the rank or classification of Captain or such a vacancy will be created by the promotion of a qualified District employee to the management position being vacated.

The management employee has previously held the rank or classification of Captain with the Menlo Park Fire Protection District.

Except for delayed promotion of a member from an established eligibility list, no bargaining unit member shall be displaced, subject to layoff, or demoted as a result of a management employee's reassignment.

Any reassignment from a management position to a previously held position in the rank or classification of Captain shall be subject to an adjustment of seniority. A management employee returning to the bargaining unit will return to the point of seniority that equals the amount of time in rank the individual had accrued prior to being promoted into management.

#### **11.6. SENIORITY (EXCLUDING LAYOFFS)**

The District shall maintain an up-to-date seniority list of all members covered by this agreement and post the list on the intranet. The posted list shall include the members' names, date of hire, seniority in rank and date of promotion.

The hire date and promotional dates shall be used to determine seniority for internal Fire District procedures such as annual leave selection and station/shift bidding.

Once per year the Union and the District shall review the seniority list and reconcile any errors.

#### **11.7. LAYOFF AND RE-EMPLOYMENT**

##### **11.7.1. REASONS FOR LAYOFF**

Employees may be laid off for lack of work or lack of funds.

##### **11.7.2. NOTICE OF LAYOFF**

Affected members shall receive at least (30) days advanced written notice of layoff from the Fire Chief. The Board of Directors may authorize a shorter timeframe.

##### **11.7.3. PRECEDENCE BY EMPLOYMENT STATUS**

No permanent employee shall be laid off while employees working in an extra help, seasonal, temporary, provisional, or probationary status are retained in the same classification.

The order of layoff among employees not having permanent status shall be according to the following categories:

- Extra help or seasonal.
- Temporary – a temporary employee who is displaced may revert to the classification in which he/she holds permanent status, if any.
- Provisional.
- Non-Permanent Probationary.

In a reduction of forces of the bargaining unit, the last member hired by the District shall be the first member laid off. During rehiring, the last member laid off shall be the first member rehired, provided that the employee retained or rehired is capable to perform the work required.

The following provisions shall apply in computing total continuous service:

- Time spent on military leave shall count as District service.
- Time worked in an extra help, provisional, temporary, or seasonal status shall not count as District service.
- Time worked in a permanent or probationary status shall count as District service.

#### **11.7.4. RE-EMPLOYMENT ELIGIBILITY LIST**

The names of employees laid off shall be placed on a Reemployment Eligibility List. (Former employees appointed from a Reemployment Eligibility List shall be restored all rights.) Restored members shall not be eligible for benefits for which they received compensation for at the time of or subsequent to the date of layoff.

The Reemployment Eligibility List shall consist of the names of employees and former employees having probationary or permanent status, and who were laid off. The rank order shall be determined by relative seniority as specified in the MOU.

The Reemployment Eligibility List shall take precedence over all other eligibility lists in making appointments to the classification in which the affected previously held.

The provisions of this subsection shall apply to members who have been placed on a Re-employment Eligibility List for a period of three (3) years from the date of their last layoff by the District for those employees with less than ten (10) years of service with the District and five (5) years for those employees with ten (10) or more years of service with the District. At the end of this three (3) year period or five (5) year period, the name of the employee shall be removed the Re-employment Eligible List.

Members that are offered employment from the Re-employment Eligibility List shall submit to any required medical or other qualifying examinations at the expense of the District.

#### **11.7.5. ACCRUAL OF BENEFITS DURING LAYOFF**

Employees shall not accrue any benefits during the period of time they are on layoff, except as provided for in other sections of MOU.

Employees who are appointed from a Re-employment Eligibility List to the classification shall be restored to the position and pay grade they held at the time of their layoff.

#### **11.7.6. RECALL OF EMPLOYEES**

Upon receipt of a letter offering reemployment, a member shall have fourteen (14) days to report for duty.

The letter shall be sent by certified mail, to the member's last known address.

Failure to reply or report for duty shall result in the removal of the member's name from the Reemployment Eligibility List.

It is the member's responsibility to notify and update the District of any changes to their contact information.

### **11.8. UNIFORMS**

#### **11.8.1. ISSUING OF UNIFORMS**

The District will provide and maintain all Personal Protective Equipment (PPE) including emergency response uniforms

and safety footwear.

Trainee (Fire Academy): The District will provide all PPE, uniforms and ancillary equipment for newly hired trainees who are sent to the Fire Academy

Probationary members: Upon successful completion of the Recruit Fire Academy, the District will provide probationary members with two (2) semi-dress uniforms including alterations, patches and nametags.

### **11.8.2. UNIFORM ALLOWANCE**

Members shall receive a uniform maintenance allowance of \$900/year. Members' uniform allowance shall be distributed equally in their paychecks at a rate of \$37.50 per pay period.

Members are not eligible for further uniform allowance payments after their separation/termination date from the District.

Members are responsible for the laundering and maintenance of uniforms including alterations due to weight gain/loss.

If a member's uniform is damaged during the execution of their duties and cannot be repaired, the District shall replace the damaged uniform element(s).

### **11.8.3. SPECIFICATIONS AND WEARING OF UNIFORMS**

Uniform specifications, wearing of uniforms and the times when specific uniforms shall be worn are defined in the Policy and Procedures Manual and set by the Fire Chief. Prior to implementation or changes relating to uniforms the Fire Chief shall meet, confer, and reach agreement with the Union.

## **ARTICLE 12 – MISCELLANEOUS**

### **12.1. DRIVER LICENSING**

All members are required to obtain and maintain the appropriate driver's licenses during their employment with The District.

Employees are required to obtain and maintain a valid Driver's License with the appropriate class and endorsements.

Employees who do not maintain their driver status may be subject to discipline and subject to a pay reduction equivalent to one-step until re-qualified to operate District apparatus.

All District required DMV licensing and renewals required for employment shall be performed on duty and the District will reimburse employees' the difference for commercial licensing above the Class C FF restricted endorsement.

All District required license medical examinations shall be performed on duty and at the District's expense.

### **12.2. OUTSIDE EMPLOYMENT**

No member shall engage in any employment, activity or enterprise for compensation that is inconsistent, incompatible or in conflict with their duties as an employee of the Fire District. The Fire Chief may deny outside employment by a member seeking to engage in any activity which:

Involves the member's use of District time, facilities, equipment or supplies, or the use of the District badge, uniform, prestige or influence for private gain or advantage.

Involves the member's receipt or acceptance of any money or other consideration from anyone other than this District for the performance of an act which the member, if not performing such act, would be required or expected to render in the regular course of employment or as a part of the member's duties as a member of this district.

Involves the performance of an act in other than the member's capacity as a member of this District that may later be

subject directly or indirectly to the control, inspection, review, audit or enforcement of any other member of this District.

Involves time demands that would render performance of the member's duties for the District less efficient.  
Involves time demands that would affect the member's regular work shift or ability to respond to emergencies or mandated overtime.

Involves employment with an individual or organization that does business with the District.  
Would otherwise compromise the ability of the District to conduct its business in an efficient manner.  
Would give the appearance of impropriety or otherwise appear inconsistent, incompatible or in conflict with the member's employment with the District.

Probationary employees shall not engage in any outside employment during the employees' first six (6) months of employment with the District.

Employees' must seek Fire Chiefs approval to work outside employment while on sick or injury leave.

The District will in no way be responsible for workers compensation payments or benefits for an illness or injury sustained in the course of outside employment.

An outside employment review form will be jointly developed by a Fire Chief Designee and union.

#### **12.2.1. Appeals**

If a member's outside employment is denied, the member should be informed of the action and reason in writing. The member may file a written notice of appeal to the Fire Chief within 10 days of the date of the written denial.

If the member's appeal is denied, the member may file a grievance pursuant to the Grievance Procedure Policy.

### **12.3. RESIDENCY**

The District and the Union agree that there shall be no residency requirements for members of the union working under this MOU.

### **12.4. USAR PROGRAM**

Union members may volunteer to participate in the National Urban Search and Rescue Program (US&R), which is funded by the Federal Government and administered by the District with the written consent of the Fire Chief or designee.

#### **12.4.1. Jointly Employed by the District and Federal Agency**

Union members participating in US&R training and/or deployments shall be considered as jointly employed by the federal government and the District.

#### **12.4.2. Acting within the course and scope of employment**

Union members participating in US&R training exercises and/or deployments, shall be considered as acting within course and scope of employment for the purpose of entitlement to death and disability retirement benefits under California Worker's Compensation and Retirement laws.

#### **12.4.3. Applicable California Standards and Regulations**

While a union member who is participating in US&R training and/or deployments, Government Code Sections 825 and 995, Labor Code 2802 and 1962 shall apply to the member to the same extent as when that member is performing duties for the District

#### **12.4.4. Selection of members for specific teams and deployments**

Members shall only occupy one primary position on the deployment roster. A member may also be placed on the

alternative list for a second position. Members shall be selected from the alternative list based on team involvement and seniority.

The Fire Chief or designee in his/her sole discretion may deny a member the right to participate in a specific deployment team, and select a different member from the Task Force for that specific deployment. The Fire Chief or designee shall provide the member a written response explaining why the member was not selected.

To the extent possible, The Fire Chief or designee shall follow current rotational model for deployments.

#### **12.4.5. Rules of Conduct**

Members shall comply with all District, US&R Program and/or Federal Rules of Conduct during US&R exercises and deployments.

#### **12.4.6. Failure to comply with Rules of Conduct**

Failure to comply with the Rules of Conduct may result in the following:

1. Removal from the US&R Program;
2. Ordered to return home from the deployment; and/or
3. Discipline as defined in the MOU and in accordance with the Firefighter's Procedural Bill of Rights Act (FBOR).

#### **12.4.7. Failure to Attain and Maintain Deployable Status:**

Members shall acquire and maintain the General Training Requirements and Individual Position Specific Requirements as defined by FEMA to be "deployable."

Members shall be required to complete the General Training Requirements and Individual Position Specific Requirements.

#### **12.4.8. Members who fail to attain or maintain their deployable status shall be:**

1. Placed on non-deployable status; and/or
2. Removed from the US&R Program.

#### **12.4.9. Withdrawal from the US&R Program**

Members may resign from the US&R Program by submitting a letter of resignation to the Fire Chief or designee.

Members who voluntarily withdraw from the program shall not retain any program seniority or rights to a specific position.

Members who have voluntarily withdrawn from the program may volunteer to participate in the program based on position availability.

#### **12.4.10. Payment through District Payroll System**

The District shall pay all members participating in approved US&R training, exercises and deployments through the regular payroll system.

All hours worked during a member's regularly scheduled work shifts shall be paid at the member's regular rate of pay. All hours worked outside of the member's regular scheduled work shifts shall be paid at a rate of time and one-half hours of their regular rate of pay for each hour worked.

### **12.5 Tactical Medics**

District fire suppression employees may volunteer to participate in the San Mateo County Tactical Medic program and may end involvement after five years of participation. The Menlo Park Fire Protection District will fully sponsor all members accepted in to the San Mateo County Tactical Medic program (TEMS Team). District fire suppression employees participating in TEMS team training and deployments will be considered as employed by the District



and have all rights covered under the current MOU. District fire suppression employees participating in TEMS team training and or deployments shall be considered as acting within the course and scope of employment of the District for the purpose of entitlement to death and disability retirement benefits under California workers compensation and retirement laws. District fire suppression employees shall be governed by the TEMS team protocols, directives, and Guidelines.

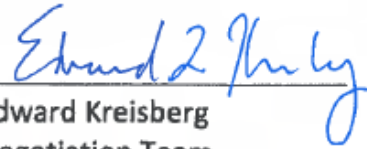
12.6 The District and Union will discuss alternative staffing models, increased flexibility and enhanced response times beginning in 2018 and during the term of this MOU.

For IAFF Local 2400

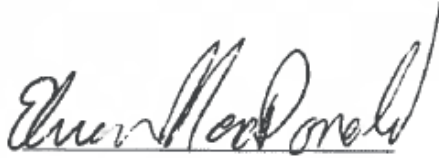
For Menlo Fire Park District



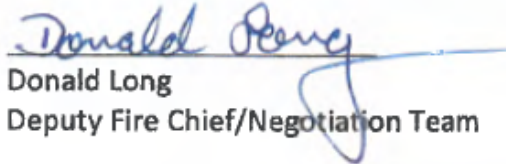
David Swim  
Negotiation Team



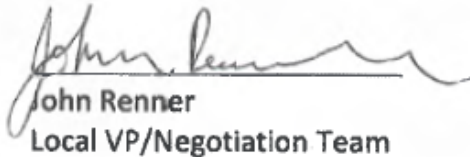
Edward Kreisberg  
Negotiation Team



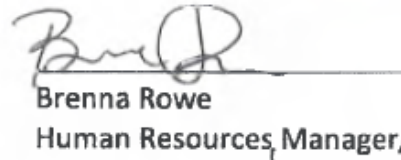
Ehren McDonald  
Negotiation Team



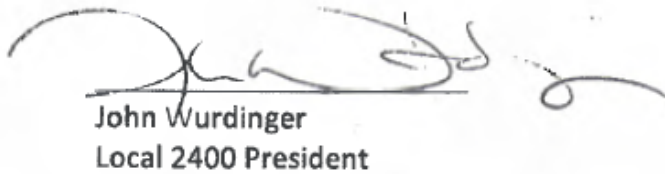
Donald Long  
Deputy Fire Chief/Negotiation Team



John Renner  
Local VP/Negotiation Team



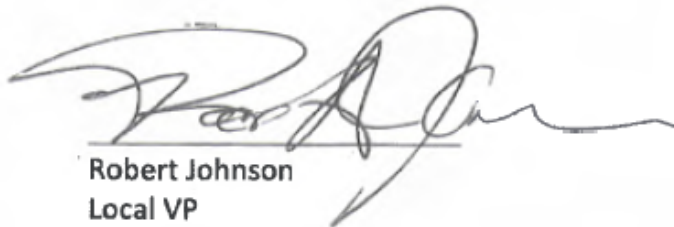
Brenna Rowe  
Human Resources Manager/Negotiation Team



John Wurdinger  
Local 2400 President



Harold Schapelhouman  
Fire Chief



Robert Johnson  
Local VP



Chuck Bernstein  
Board President

**Appendix A  
Salary Tables**

3% COLA all Classifications 6-24-2018

6-24-2018	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
<b>Firefighter</b>	\$7,787.76	\$8,177.15	\$8,586.00	\$9,015.30	\$9,466.07
<b>Engineer</b>	\$9,977.61	\$10,476.49	\$11,000.32		
<b>Captain</b>	\$11,550.33	\$12,127.85	\$12,734.24		

Adjutant	\$798.21	(8% of bottom step Eng)
EMT	\$330.01	(3% of top step Eng)
Paramedic	\$1,210.03	(11% of top step Eng)

3% COLA all Classifications 7-9-2019

7-9-2019	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
<b>Firefighter</b>	\$8,021.39	\$8,422.46	\$8,843.58	\$9,285.76	\$9,750.05
<b>Engineer</b>	\$10,276.94	\$10,790.79	\$11,330.33		
<b>Captain</b>	\$11,896.84	\$12,491.68	\$13,116.27		

<b>Adjutant</b>	\$822.16	(8% of bottom step Eng)
<b>EMT</b>	\$339.91	(3% of top step Eng)
<b>Paramedic</b>	\$1,246.34	(11% of top step Eng)

3% COLA all Classifications 7-9-2020 & Additional 1% to EMT B&P

7-9-2020	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Firefighter	\$8,262.03	\$8,675.13	\$9,108.89	\$9,564.34	\$10,042.55
Engineer	\$10,585.25	\$11,114.51	\$11,670.23		
Captain	\$12,253.75	\$12,866.43	\$13,509.75		

Adjutant	\$846.82	(8% of bottom step Eng)
EMT	\$466.81	(4% of top step Eng)
Paramedic	\$1,400.43	(12% of top step Eng)

1.5% COLA CLASSIFICATIONS New Engineer Step Lower. 1% Added to EMT B&P, ADJUTANT ON STEP 2 ENG

7-9-2021	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Firefighter	\$8,385.96	\$8,805.26	\$9,245.52	\$9,707.80	\$10,193.19
Engineer	\$10,232.40	\$10,744.03	\$11,281.23	\$11,845.29	
Captain	\$12,437.55	\$13,059.43	\$13,712.40		

Adjutant	\$859.52	(8% of step 2 Eng)
EMT	\$592.26	(5% of top step Eng)
Paramedic	\$1,539.89	(13% of top step Eng)

1.5% COLA ALL CLASSIFICATIONS January 2022

1-9-2022	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Firefighter	\$8,511.75	\$8,937.34	\$9,384.21	\$9,853.42	\$10,346.09
Engineer	\$10,385.89	\$10,905.19	\$11,450.44	\$12,022.97	
Captain	\$12,624.12	\$13,255.32	\$13,918.09		

Adjutant	\$872.41	(8% of step 2 Eng)
EMT	\$601.15	(5% of top step Eng)
Paramedic	\$1,562.99	(13% of top step Eng)

2% Cola All Classifications July 2022

7-9-2022	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Firefighter	\$8,681.99	\$9,116.09	\$9,571.89	\$10,050.49	\$10,553.01
Engineer	\$10,593.61	\$11,123.29	\$11,679.45	\$12,263.43	
Captain	\$12,876.60	\$13,520.43	\$14,196.45		

Adjutant	\$889.86	(8% of step 2 Eng)
EMT	\$613.17	(5% of top step Eng)
Paramedic	\$1,594.25	(13% of top step Eng)

August 2022, Step 5 Engineer and Step 4 DFM, 5% above previous step implemented.

8-24-2022	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Firefighter	\$8,681.99	\$9,116.09	\$9,571.89	\$10,050.49	\$10,553.01
Engineer	\$10,593.61	\$11,123.29	\$11,679.45	\$12,263.43	\$12,876.60
Captain	\$13,520.43	\$14,196.45	\$14,906.27		

Adjutant	\$903.21	(8% of step 2 Eng)
EMT	\$643.83	(5% of top step Eng)
Paramedic	\$1,673.96	(13% of top step Eng)

Effective 6-24-2018 Fire Prevention Bureau

3% COLA ALL CLASSIFICATIONS 6-24-2018

<b>6-24-2018</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
INSPECTOR 1	\$40.85	\$42.89	\$45.03	\$47.29	\$49.65
INSPECTOR 2	\$52.19	\$54.81	\$57.55		
DEPUTY FM	\$62.01	\$65.11	\$68.36		

3% COLA ALL CLASSIFICATIONS FIRST FULL PAY PERIOD OF JULY 2019

<b>7-8-2019</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
INSPECTOR 1	\$42.08	\$44.18	\$46.38	\$48.71	\$51.15
INSPECTOR 2	\$53.76	\$56.45	\$59.27		
DEPUTY FM	\$63.87	\$67.06	\$70.41		

3% COLA ALL CLASSIFICATIONS FIRST FULL PAY PERIOD OF JULY 2020

<b>7-8-2020</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
INSPECTOR 1	\$43.34	\$45.51	\$47.78	\$50.17	\$52.68
INSPECTOR 2	\$55.37	\$58.14	\$61.05		
DEPUTY FM	\$65.78	\$69.07	\$72.52		

1.5% COLA ALL CLASSIFICATIONS FIRST FULL PAY PERIOD OF JULY 2021

<b>7-8-2021</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
INSPECTOR 1	\$43.99	\$46.19	\$48.50	\$50.92	\$53.47
INSPECTOR 2	\$56.20	\$59.02	\$61.97		
DEPUTY FM	\$66.77	\$70.11	\$73.61		

1.5% COLA ALL CLASSIFICATIONS FIRST FULL PAY PERIOD OF JANUARY 2022

<b>7-8-2021</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
INSPECTOR 1	\$44.65	\$46.89	\$49.23	\$51.69	\$54.28
INSPECTOR 2	\$57.04	\$59.90	\$62.90		
DEPUTY FM	\$67.77	\$71.16	\$74.72		

2% COLA ALL CLASSIFICATIONS FIRST FULL PAY PERIOD OF JULY 2022

<b>7-8-2021</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
INSPECTOR 1	\$45.54	\$47.82	\$50.21	\$52.72	\$55.36
INSPECTOR 2	\$58.18	\$61.09	\$64.14		
DEPUTY FM	\$69.13	\$72.58	\$76.21		

STEP 4 DFM ADDED @ 5% ABOVE STEP 3

<b>7-8-2021</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
INSPECTOR 1	\$45.54	\$47.82	\$50.21	\$52.72	\$55.36
INSPECTOR 2	\$58.18	\$61.09	\$64.14		
DEPUTY FM	\$69.13	\$72.58	\$76.21	\$80.02	

**Exhibit B**

**Annual Accrual rates**

**56-Hour Employees**

<b>MONTHS</b>			<b>Annual Accrual</b>	<b>Monthly Accrual</b>	<b>Per Pay Period Accrual</b>
0	-	36	288	24	12
37	-	108	360	30	15
109	-	156	384	32	16
157	-	216	408	34	17
217	-	ABOVE	432	36	18

**40-Hour Employees**

<b>MONTHS</b>			<b>Annual Accrual</b>	<b>Monthly Accrual</b>	<b>Per Pay Period Accrual</b>
0	-	36	192	16	8
37	-	108	240	20	10
109	-	156	264	22	11
157	-	216	276	23	11.5
217	-	ABOVE	300	25	12.5