



## **BOARD OF DIRECTORS REGULAR MEETING AGENDA**

Wednesday December 14<sup>th</sup>, 2022  
Closed Session at 4 p.m. by Teleconference/Zoom  
Regular Session by Teleconference/Zoom to follow Closed Session

*On March 17, 2020, the Governor issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings telephonically or by or by other electronic means. Pursuant to the Shelter-in-Place Order issued by the San Mateo County Health Officer on March 16, 2020, the statewide Shelter-in-Place Order issued by the Governor in Executive Order N-33-20 on March 19, 2020, and the CDC's social distancing guidelines which discourage large public gatherings, the Council Chambers at Burlingame City Hall and Hillsborough Town Hall are closed to the public.*

*This meeting will be conducted via Zoom, an independent virtual meeting platform. Members of the public may join the meeting by logging onto the Zoom meeting listed below.*

<https://us02web.zoom.us/j/86411431150?pwd=aWF1SzRiZWRoSEpoK0Q0dkRwODVMZz09>

Meeting ID: 864 1143 1150

Passcode: 032541

One tap mobile

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### **TELECONFERENCE PARTICIPANTS**

Board Members Ricardo Ortiz, Michael Brownrigg, Marie Chuang, and Sophie Cole will participate by teleconference pursuant to Governor Newsom's Executive Order N-25-20

Pursuant to Ralph M. Brown Act, Government Code Section 54953, all votes shall be by roll call due to Board Members Ricardo Ortiz, Michael Brownrigg, Marie Chuang and Sophie Cole participating by teleconference.

**1. CALL TO ORDER****2. PLEDGE OF ALLEGIANCE****3. ROLL CALL****4. REPORT OUT FROM CLOSED SESSION**

Report out from Closed Session of November 9<sup>th</sup>, 2022

**5. PUBLIC COMMENTS – NON-AGENDA**

The Ralph M. Brown Act (the State local agency open meeting law) prohibits the Board from acting on any matter which is not on the agenda. It is the policy of the Board to refer such matters to staff for investigation and/or action. For purposes of this teleconference meeting, members of the public may provide written comments by email to [publiccomment@ccfd.org](mailto:publiccomment@ccfd.org). Emailed comments should include the specific agenda item on which you are commenting on or note that your comment concerns an item that is not on the agenda. The length of the emailed comment should be commensurate with the three minutes allowed for verbal comments, which is approximately 250-300 words. To ensure your comment is received and read to the Board of Directors for the appropriate agenda item, please submit your email no later than 3 p.m. on Wednesday December 14, 2022.

**6. ADJOURN TO CLOSED SESSION****7. CLOSED SESSION**

- a. Conference with Labor Negotiator for Central County Firefighters Union (Fire Captains, Firefighters, Fire Inspector and Deputy Fire Marshal) and Chief Officers (Battalion Chiefs and Fire Marshal) (GC#54957.6(a)). Agency Negotiators: Kristin Armbruster, HR Manager, Town of Hillsborough, and Timothy Davis, Attorney, Burke, Williams & Sorensen

**8. ADJOURN FROM CLOSED SESSION**

Adjourn to regular session

**9. REPORT OUT FROM CLOSED SESSION****10. APPROVAL OF MINUTES**

- a. Minutes from November 9<sup>th</sup>, 2022, special meeting

**11. CONSENT CALENDAR**

- a. Resolution finding that meetings of the Central County Fire Department Fire Board via Teleconference protect against the ongoing and imminent health and safety risks posed by COVID-19 and determining that all such meetings will continue to be by teleconference pursuant to California Government Code Section 54953(e)
- b. Resolution Approving the Memorandum of Understanding between the Central County Fire Department and the Chief Officers Group
- c. Resolution Authorizing the Chief Administrative Officer to Approve the Purchase of three Staff Vehicles



## **12. STAFF REPORTS**

- a. Fire Chief's Update (*PowerPoint Presentation*)

## **13. NEW BUSINESS**

- a. Resolution Approving the Salary Schedule for the Central County Fire Department
- b. Resolution Accepting the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ended June 30, 2022
- c. Resolution Approving the Distribution of Joint Training Funds to the Participating Agencies
- d. Discussion on returning to in-person Fire Board meetings
- e. Discussion on future Board meeting schedule
- f. Rotation of Board Officers

## **14. BOARD OF DIRECTORS' COMMENTS**

## **15. ADJOURNMENT**



BOARD OF DIRECTORS MEETING MINUTES *(Unapproved)*  
Special Meeting | November 9, 2022

**1. CALL TO ORDER**

The meeting was called to order at 4:07 p.m.

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

All Board members were present

**4. APPROVAL OF MINUTES**

a. Minutes from October 12, 2022, special meeting

Vice Chair Chuang motioned to approve. Board Member Cole seconded the motion.  
Approved 4-0-0.

**5. REPORT OUT FROM CLOSED SESSION**

There was no closed session at the October 12<sup>th</sup> meeting.

General Counsel, Jean Savaree, reported that there was no reportable action.

**6. PUBLIC COMMENTS – NON-AGENDA**

There were no public comments.

**7. CONSENT CALENDAR**

a. Resolution finding that meetings of the Central County Fire Department Fire Board via Teleconference protect against the ongoing and imminent health and safety risks posed by COVID-19 and determining that all such meetings will continue to be by teleconference pursuant to California Government Code Section 54953(e).

b. Central County Fire Department Quarterly Financial Report (Unaudited) for Q1 Fiscal Year 2022-2023

c. Central County Fire Department Treasurer's Report for Q1 Fiscal Year 2022-2023

Board Member Brownrigg motioned to approve all items on the consent calendar. Board Member Cole seconded the motioned.

**8. STAFF REPORTS**

There are no staff reports for this meeting.

**9. BOARD OF DIRECTORS' COMMENTS**

Vice Chair Chuang commented on the US&R drill she was invited to. Vice Chair Chuang commended Chief Barron and fire personnel on the drill, saying it was very well done.

**10. ADJOURN TO CLOSED SESSION**

The meeting adjourned to closed session at 4:15 p.m.

**11. CLOSED SESSION**

- a. Conference with Labor Negotiator for Fire Administrators (Battalion Chiefs and Fire Marshal) and Unrepresented Management Group (Fire Chief, Deputy Fire Chief, Administrative Services Manager and Emergency Medical Services Manager)(GC#54957.6(a)). Agency Negotiators: Kristin Armbruster, HR Manager, Town of Hillsborough, and Timothy Davis, Attorney, Burke, Williams & Sorensen

**12. ADJOURN FROM CLOSED SESSION**

The report out from closed session will be given at the December 14<sup>th</sup> regular meeting.



AGENDA ITEM: 11a

## STAFF REPORT

MTG. DATE: December 14, 2022

TO: Board of Directors

DATE: December 14, 2022

FROM: Jean Savaree, Department Counsel

APPROVED BY: Ann E. Ritzma  
Ann E. Ritzma, CAO

SUBJECT: Resolution Finding that Meetings of the Fire Board via Teleconference protect against the ongoing and imminent health and safety risks posed by COVID-19 and determining that all such meetings will continue to be by teleconference pursuant to California Government Code Section 54953(e)

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### **Recommendation:**

Staff recommends that the Fire Board adopt the attached resolution, making the findings required under AB 361 (California Government Code Section 54953) to continue holding public meetings of the Fire Board by Zoom videoconference/teleconference to allow Board members, staff, and the public to attend meetings remotely.

### **Background and Discussion:**

On December 8, 2021, January 6, 2022, February 9, 2022, March 15, 2022, April 13, 2022, May 10, 2022, June 8, 2022, July 6, 2022, August 10, 2022, September 14, 2022, October 12, 2022, and November 9, 2022, the Fire Board approved resolutions that made the findings required to continue the Fire Board's practice of holding public meetings via Zoom videoconference pursuant to AB 361 (California Government Code Section 54953).

Specifically, the resolutions found that:

- 1) the declared state of emergency related to COVID-19 remained in effect;
- 2) State or local officials imposed or recommended measures to promote social distancing; and
- 3) meeting in person would present imminent risks to the health and safety of attendees.

Pursuant to AB 361, the Board's findings and authorization to continue meeting remotely cannot remain effective for more than thirty (30) days. As such, the Board must reconsider its determination at each of its meetings and reauthorize remote meetings until the Board no longer believes remote meetings are necessary.

The attached resolution includes findings similar to those made by the Fire Board on December 8, 2021, January 6, 2022, February 9, 2022, March 15, 2022, April 13, 2022, May

10, 2022, June 8, 2022, July 6, 2022, August 10, 2022, September 14, 2022, October 12, 2022, and November 9, 2022. Staff believes that these findings can be made again.

On February 9, 2022, the San Mateo County Health Officer, in conjunction with health officers from the other Bay Area counties, announced that he would align the County with the State's masking requirements. While the State subsequently lifted its indoor masking requirements for vaccinated people on February 16, 2022, and for unvaccinated people on March 1, 2022, the California Department of Public Health (CDPH) continues to strongly recommend that all persons, regardless of vaccination status, continue indoor masking.

The San Mateo County Health Officer made a similar recommendation when announcing the County's alignment with the State. Specifically, County Health noted that "continuing to mask in indoor public settings, especially crowded or poorly ventilated spaces, remains the safest choice for an individual and protects those who are medically vulnerable or are not able to get vaccinated, like our youngest children." Further, the County recommended that "people should continue to choose layered prevention strategies, such as wearing well-fitted masks (N95 or double layer cloth over surgical are best); staying home and testing when symptomatic; testing before gatherings; and improving indoor ventilation in situations where these strategies can add protection for themselves and others."

Currently, the San Mateo County Health Office lists among its strategies for community prevention measures limiting the number of people indoors, maintaining proper ventilation in indoor spaces, and wearing masks. The Health Office also suggests that venue operators and event hosts consider implementing mask requirement.<sup>1</sup> As we have entered the cold winter months, ensuring proper ventilation inside the Board's meeting room will be more difficult than during the warmer months.

Continuing to hold remote meetings is one of the least disruptive methods the Fire Board can utilize to protect against the ongoing threat of COVID-19 transmission. COVID-19 spreads easily and quickly through airborne droplets, particularly when indoors. While face coverings, testing, and ventilating indoor spaces can reduce transmission, they cannot eliminate the threat. Conducting remote meetings allows attendees to fully participate in each meeting without requiring that they gather in the same indoor space. Further, it allows members of public, staff, and members of the Fire Board to participate in meetings even if they have been exposed to COVID-19 or are experiencing symptoms of COVID-19.

Should the Fire Board approve the attached resolution, it would continue the practice of holding all public meetings of the Fire Board by Zoom. The Fire Board would revisit this determination at its next meeting, and each subsequent meeting, until the time that it no longer finds remote meetings necessary.

### **Conclusion**

As the California state of emergency in response to COVID-19 remains effective and because the CDPH and San Mateo County Health Officer strongly encourage face coverings for everyone in indoor public locations, Staff recommends that the Fire Board approve the attached resolution, which makes the findings required under AB 361 to continue meeting remotely by Zoom teleconference.

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<sup>1</sup> <https://www.smchealth.org/preventing-respiratory-infections> and <https://www.smchealth.org/post/covid-19-prevention-strategies> (accessed November 22, 2022).

**Attachments:**

1. Resolution Finding that Meetings of the Fire Board via Teleconference protect against the ongoing and imminent health and safety risks posed by COVID-19 and determining that all such meetings will continue to be by teleconference pursuant to California Government Code Section 54953(e)



## **RESOLUTION NO. 22-23**

### **RESOLUTION OF THE CENTRAL COUNTY FIRE DEPARTMENT FIRE BOARD FINDING THAT MEETINGS OF THE FIRE BOARD VIA TELECONFERENCE PROTECTS AGAINST THE ONGOING AND IMMINENT HEALTH AND SAFETY RISKS POSED BY COVID-19 AND DETERMINING THAT ALL SUCH MEETINGS WILL CONTINUE TO BE BY TELECONFERENCE PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54953(e)**

**WHEREAS**, on March 4, 2020, the Governor declared a state of emergency in response to the COVID-19 pandemic and California remains in a declared state of emergency; and

**WHEREAS**, on March 17, 2020, the Governor issued Executive Order N-29-20, temporarily suspending certain provisions of the Ralph M. Brown Act to allow local agencies to hold public meetings teleconference; and

**WHEREAS**, through subsequent Executive Orders, local agencies were able to continue holding public meetings by teleconference through September 30, 2021; and

**WHEREAS**, on an emergency basis, on September 16, 2021, the State adopted AB 361, codified at California Government Code Section 54953, which allows local agencies to continue meeting by teleconference under certain circumstances and after making certain findings; and

**WHEREAS**, the Central County Fire Department Fire Board has met by videoconference since March 2020 and found it to be an effective method of receiving public input, holding deliberations, and conducting the general business of the Board; and

**WHEREAS**, remote meetings held by videoconference, which also allow attendees to participate by telephone, allow attendees of the meetings to avoid the risk of potential COVID-19 exposure and allows those that may have been exposed or experiencing symptoms of COVID-19 to participate in meetings without posing a threat to other attendees; and

**WHEREAS**, the California Department of Public Health (CDPH) and San Mateo County Health Officer lifted their respective indoor mask requirements on February 16, 2022, but still recommend that people wear masks when in indoor public settings; and

**WHEREAS**, the San Mateo County Health Officer continues to recommend additional strategies to prevent transmission of the COVID-19 virus, including staying home and testing when symptomatic and improving indoor ventilation; and

**WHEREAS**, on December 8, 2021, the Fire Board considered the imminent risk to the health and safety of attendees at in-person meetings and the distancing measures required and recommended by Federal, State, and local health officials; and

**WHEREAS**, after such consideration, the Fire Board directed by resolution adopted on December 8, 2021, that all meetings of the Fire Board would continue to be held remotely via Zoom videoconference; and

**WHEREAS**, the Fire Board reconsidered its determination to continue remote meetings on January 6, 2022, February 9, 2022, March 15, 2022, April 13, 2022, May 10, 2022, June 8, 2022, July 6, 2022, August 10, 2022, September 14, 2022, October 12, 2022, and November 9, 2022, and each time found again that the ongoing threat of COVID-19 transmission required the Fire Board to continue meeting remotely; and

**WHEREAS**, the Fire Board has again reconsidered its determination to continue meeting remotely and again finds that meeting remotely is necessary due to the ongoing threat of COVID-19.

**NOW, THEREFORE, BE IT RESOLVED**, that Central County Fire Department Fire Board does find and declare as follows:

1. Since March 4, 2020, and continuing through the date of this Resolution, there has been a declared state of emergency in California in response to the COVID-19 pandemic; and
2. The California Department of Public Health and the San Mateo County Health Officer both continue to recommend that face coverings be worn in indoor public settings as a social distancing measures; and
3. The California Department of Public Health and San Mateo County Health Officer continue to recommend that people take measures to prevent the transmission of COVID-19, particularly when gathering in indoor public settings; and
4. Holding meetings in person creates an imminent risk to the health and safety of attendees because COVID-19 spreads particularly quickly during indoor public gatherings; and
5. Holding remote meetings by videoconference/teleconference will prevent the possibility of COVID-19 transmission during those meetings and allow those who are at-risk or potentially suffering COVID-19 symptoms to participate in meetings without physically attending.

**NOW, THEREFORE BE IT FURTHER RESOLVED**, that the Fire Board directs that, for at least the next thirty days, after which time or as soon thereafter as the Fire Board shall meet, the Fire Board will review and determine whether this action remains necessary to protect the health and safety of meeting attendees, the Fire Board shall hold meetings remotely by Zoom videoconference. Any public comment period at any such meeting shall allow comments from members of the public attending remotely in the same form and fashion as would be taken during an in-person meeting. If at any time during any such meeting the ability to broadcast the meeting and accept public comments from remote attendees is disrupted, the Fire Board shall recess until the disruption is resolved or continue the meeting to a later date when videoconference/teleconference participation can be restored.

Approved at a regular meeting of the Board of Directors held by teleconference this 14<sup>th</sup> day of December, 2022.

Signed: \_\_\_\_\_  
Ricardo Ortiz, Chair

Attest: \_\_\_\_\_  
Rubina Ellam, Secretary

I hereby certify that the foregoing is a true and correct copy of Resolution 22-23 adopted by the Board of Directors of the Central County Fire Department, San Mateo County, California, at its regular meeting held by teleconference on the 14<sup>th</sup> day of December, 2022 by the following vote of the members thereof:

AYES:	Board Members:	_____
NOES:	Board Members:	_____
ABSENT:	Board Members:	_____
ABSTAIN:	Board Members:	_____



AGENDA ITEM: 11b

## STAFF REPORT

MTG. DATE: December 14, 2022

TO: Board of Directors

DATE: December 14, 2022

FROM: Kristin Armbruster, Human Resources Manager

APPROVED BY: *Ann Ritzma*  
Ann E. Ritzma, CAO

SUBJECT: Resolution Adopting Memorandum of Understanding for Chief Officers

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### **Recommendation:**

Adopt the Resolution authorizing adoption of the new Memorandum of Understanding (MOU) for the Chief Officers group.

### **Background:**

The Chief Officers group is comprised of the following positions: 56-hour Battalion Chief, 40-hour Battalion Chief and Fire Marshal. The Central County Fire Department recognizes this employee group as representatives for these positions. Employees from this group met with the Department's negotiating team and a tentative agreement was reached. The proposed redlined MOU and a clean copy MOU are included in the Board's packet.

Negotiations successfully concluded and the tentative agreement has been ratified by the represented employees. The MOU includes the following terms:

- Term: 1 year contract: July 1, 2022 to June 30, 2023
- Salary increase: 3% for all positions in the group effective the first full pay period in July 2022
- Implementation of an internal alignment between the positions in this group and the Fire Captain position
- Extending a vacation cash out benefit from the 40-hour employees to all members of the group
- Addition of leave language to memorialize current practice

**Fiscal Impact:**

The Fiscal Year 2022/2023 budget already included a cost of living increase of 3%, so no budget adjustments are required. The cost of the increases is projected to be approximately \$45,016.

**Attachments:**

Original and proposed Memorandum of Understanding

**RESOLUTION NO. 22-24**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL COUNTY FIRE  
DEPARTMENT ADOPTING THE MEMORANDUM OF UNDERSTANDING FOR THE CHIEF  
OFFICERS GROUP**

**RESOLVED**, by the Board of Directors of the Central County Fire Department, County of San Mateo, State of California that,

**WHEREAS**, the Central County Fire Department has recognized the Chief Officers group as the representatives for employees in the Chief Officers unit; and

**WHEREAS**, the Central County Fire Department has completed bargaining in good faith with the Chief Officers resulting in a one-year Memorandum of Understanding which outlines salary and benefit changes; and

**WHEREAS**, the Central County Fire Department desires to provide a competitive compensation package to the employees of the Chief Officers group.

**NOW THEREFORE, BE IT FURTHER RESOLVED** that the Board of Directors of the Central County Fire Department adopts the Memorandum of Understanding between Central County Fire Department and the Chief Officers group;

Approved at a regular meeting of the Board of Directors held by teleconference this 14<sup>th</sup> day of December 2022.

Signed: \_\_\_\_\_  
Ricardo Ortiz, Chair

Attest: \_\_\_\_\_  
Rubina Ellam, Secretary

I hereby certify that the foregoing is a true and correct copy of Resolution 22-24 adopted by the Board of Directors of the Central County Fire Department, San Mateo County, California, at its regular meeting held on the 14th day of December, 2022, by the following vote of the members thereof:

AYES:	Board Members:	_____
NOES:	Board Members:	_____
ABSENT:	Board Members:	_____
ABSTAIN:	Board Members:	_____

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CHIEF OFFICERS  
AND  
CENTRAL COUNTY FIRE DEPARTMENT**

**July 1, 2022 - June 30, 2023**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CHIEF OFFICERS  
AND**

**CENTRAL COUNTY FIRE DEPARTMENT**

Representatives of the Chief Officers and representatives of Central County Fire Department have met and conferred in good faith regarding wages, hours and other terms and conditions of employment.

**SECTION 1                    RECOGNITION**

The Central County Fire Department Chief Officers, hereinafter referred to as the “Chief Officers”, is recognized as the majority representative for its members assigned to the following classifications:

56-Hour Shift Battalion Chief  
40-Hour Battalion Chief  
40-Hour Fire Marshal

All further references in this document to the term “Department” shall mean the Central County Fire Department.

**SECTION 2                    NO DISCRIMINATION**

The Department agrees to not discriminate against an employee because of political opinion or affiliations, or because of race, creed, color, religious belief, age, sex, sexual orientation, marital status or physical or mental disability which does not prevent an employee from meeting the minimum standards established by the Department.

**SECTION 3                    SALARY PLAN**

**3.1        Salary Increases**

Effective the first full pay period in July 2022 there will be an increase in base salary for all classifications of three percent (3%).

Effective the same date as any increase agreed upon by the Central County Fire Board for the Central County Firefighters Union during the term of this MOU, there will be an equity adjustment for all classifications to maintain the minimum top step differential identified in Section 3.1.1.

Designated members of the Chief Administrators and Department will meet to jointly conduct a benchmark salary survey as needed. This information is for reference purposes only and does not obligate the Department to any course of action. Any adjustment that results from the survey will apply to all classifications covered by this agreement. The salary survey shall reflect the cash compensation (examples include base salary, city-paid deferred compensation, education incentives,

longevity incentives, EMT incentive and holiday pay) paid to seven (7) benchmark agencies (Palo Alto, San Bruno, Redwood City, San Mateo Consolidated, Menlo Park Fire District, South San Francisco, Daly City). In the event that non-cash benefits are compared to cash compensation benefits, a reasonable cash value will be assigned to the non-cash benefits.

### **3.1.1 Internal Alignment**

The following classifications shall be internally aligned and shall maintain a minimum top step differential as stated below:

- 56-hour Battalion Chief – the top step base salary for 56-hour Battalion Chief shall be set at nineteen and one half percent (19.5%) above the top step base salary, including paramedic pay (8%) and education pay (7.5%), of the 56-hour Fire Captain.
- 40-hour Battalion Chief and Fire Marshal – the top step base salary for 40-hour Battalion Chief and Fire Marshal shall be set at eight and one half percent (8.5%) above the top step base salary for 56-hour Battalion Chief.

## **3.2 FLSA**

In accordance with Section 7(k) of the Fair Labor Standards Act (FLSA), the Department has adopted a 24-day work period for non-exempt employees engaged in fire protection activities. Employees are eligible to receive overtime compensation for all hours worked in excess of 182 hours in each 24-day FLSA work period. This overtime will be paid at the rate of 1.5 times the regular rate of pay, as that term is defined under the FLSA.

Since the Department provides for overtime under this MOU on an hours in paid status standard (employees are paid at 1.5 times their Standard Hourly Rate for hours worked outside of their regular work schedule) and because the 48/96 schedule described in Section 5.2 below results in 10 hours of regularly scheduled overtime in each 24 day work period under this MOU standard, the Department will advance employees for payment of the MOU overtime premiums due on regularly scheduled overtime hours at the rate of 1.5 hours of pay per week to be calculated using the employee's Standard Hourly Rate (3.0 hours of overtime premium pay per bi-weekly pay period or approximately 75 hours of overtime premium per year).

## **3.3 Exempt Employees**

Fire Marshal and 40-hour Battalion Chiefs shall be considered exempt employees under current FLSA standards.

## **3.4 Definitions**

**Salary:** Base Salary amount as stated on the posted Salary Schedule (annual salary will be divided by 2912 hours to get an hourly rate for 56 hour employees, and by 2080 hours for 40 hour employees).

**Specialty Pays:** Special pay is independently calculated at a percentage of base salary.

**Standard Hourly Rate\*:** Salary plus additional pays below, annualized and then divided by 2912 hours for 56 hour employees, and by 2080 hours for 40 hour employees.

Holiday Pay: Calculated by dividing 156 hours by 26 pay periods (6 hours), multiplying that by the Standard Hourly rate.

Overtime Pay Rate: 1.5 times the Standard Hourly Rate.

Acting Pay Rate: Standard Hourly Rate times 5%.

Vacation, Administrative and Sick Leaves Conversion and Cash out Rate: accrued leave hours that are converted or cashed out at the employee's Standard Hourly Rate.

\*Standard Hourly Rate includes the following types of compensation, if applicable to the employee, converted to an hourly rate:

1. Salary
2. Special % Pay

## **SECTION 4                    EDUCATION PAY**

Effective 4/1/04, education pay was eliminated. The base salary as indicated in Appendix A is stipulated to include \$885 for education incentive.

### **4.1        EMT**

Employees shall maintain certification as EMT. The base salary as indicated in Appendix A is stipulated to include a 3.5% differential for EMT certification.

An employee may request to substitute another certification for EMT certification if it is found to be more beneficial to the Department. The Fire Chief shall make the final determination regarding the request.

### **4.2        Tuition Reimbursement**

The Department will reimburse up to \$3,000 per calendar year for department-approved tuition expenses, conference registration fees, and job-related classes, course work, books and related computer programs. General education courses towards an Associate or Bachelors' degree shall be considered job-related.

## **SECTION 5                    DAYS AND HOURS OF WORK**

### **5.1        Work Schedule (40 hour)**

The regular work schedule for employees occupying a full-time position in the classification of 40-hour Battalion Chief and Fire Marshal shall consist of a four-day 40-hour schedule.

### **5.2        Work Schedule (56 hour)**

The work schedule for the 56-hour Battalion Chief shall consist of two (2), twenty-four (24) hour on duty periods within a six (6) day cycle to be worked in accordance with the following chart:

X = 24 hour on-duty period  
O = 24 hour off-duty period  
XXOOOO

### **5.3 Starting Time**

The regular starting time for Battalion Chiefs assigned to a fifty-six (56) hour work schedule shall be 0800 and for work performed prior to such regular starting times or after such quitting times, overtime shall be paid. The regular work schedule for employees assigned to a 40-hour work schedule shall be 4 ten-hour days or an alternate schedule as approved by the Fire Chief or his/her designee.

### **5.4 Overtime Definition**

Overtime is pre-authorized time worked beyond the regularly scheduled workweek described in Section 5.2 and shall be paid to 56-hour work week employees only. Overtime shall be compensated at one and one-half (1-1/2) times the employee's Standard Hourly Rate for every hour of overtime worked. Employees who are held over for work are considered pre-authorized for overtime.

A 40-hour employee shall be eligible to work overtime shifts that do not conflict with their regularly scheduled work hours in the 40-hour a week assignment, subject to the approval of the Fire Chief or his/her designee. In addition, the Fire Chief may direct an employee assigned to a 40-hour schedule to work a 56-hour work schedule whenever in his/her judgment such work is necessary to provide Fire Department services to the community. Employees assigned to a 40-hour schedule that work overtime to cover a 56-hour schedule shall be paid for such overtime based on the 56-hour rate.

### **5.5 Mandatory Overtime**

Should a 56-hour work schedule employee be mandated to work in an overtime situation, the employee shall be compensated at one and one half (1-1/2) times the employee's Standard Hourly Rate. A minimum of four (4) hours of overtime shall be paid for emergency call back.

### **5.6 Common Mess**

The Common Mess Policy is contained in the Department Manual of Operations and remains in effect for the duration of this Memorandum of Understanding.

### **5.7 Backfill, OES deployment and reimbursable pay for 40-hour Employees**

For covered 40-hour employees any authorized hour or fraction thereof worked beyond the regularly scheduled work schedule described in Section 5.1 which is due to backfill for 56-hour Shift Battalion Chief, OES deployment or is otherwise reimbursable to the Department from an outside agency shall be compensated at the employee's Standard Hourly Rate.

### **5.8 FEMA deployment pay for 40-hour Employees**

For the purposes of FEMA deployment, covered 40-hour members are not considered Exempt employees. Authorized time worked beyond 40-hours per week shall be compensated at one and one-half (1-1/2) times the employee's standard hourly rate for every hour of overtime worked. Nothing in this provision will override or conflict with the FLSA exemption status of the 40-hour employees.

## **SECTION 6                      HOLIDAYS**

### **6.1      Holiday Benefit for Forty (40) Hour Work Schedule Employees**

The holidays to be observed are as follows and employees who work a 40-hour work schedule shall not be required to be on duty unless the Department has so indicated:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Day	December 25
New Year's Eve Day	December 31

40-hour employees will receive an additional floating holiday each year. Holidays shall also include every day proclaimed by the President of the United States, Governor of California or governing body of the Department as a public holiday and every day declared as a national day of mourning or special day, when approved by the Department. When a holiday falls on Sunday, the following Monday shall be observed. If the holiday falls on Saturday, the previous Friday shall be observed. If the holiday falls on an employee's regularly scheduled time off, compensatory time off shall be granted. It is understood that employees working a 40 hour/4 day a week schedule shall receive 10 hours for each of these holidays.

### **6.2      Holiday Pay for Fifty-Six (56) Hour Work Schedule Employees:**

Employees who work a fifty-six (56) hour workweek schedule shall be entitled to thirteen (13) holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve Day	December 31

For purposes of shift personnel, payment is calculated on twelve (12) hours for each holiday for a total of 156 hours annually. These holidays are separate from the vacation benefits listed in Section 7.

Holiday pay is paid out each pay period and calculated by dividing 156 hours by 26 pay periods and multiplying that by the base hourly rate.

## **SECTION 7 VACATION & ADMINISTRATIVE LEAVE**

### **7.1 Vacation Eligibility**

- 7.1.1** Both fifty-six (56) hour employees and forty (40) hour employees shall be entitled to annual vacation leave with pay.
- 7.1.2** Employees will not be allowed to use vacation leave prior to actual accrual.
- 7.1.3** In the event an employee of the Fire Department regularly assigned to a fifty-six (56) hour schedule is thereafter assigned to a forty (40) hour schedule, the total currently accrued hours of vacation will be carried over in the employee's leave bank. The employee will then be placed in the corresponding forty (40) hour employee accrual schedule at their existing seniority accrual rate.

### **7.2 40 Hour Employee Vacation Schedule**

#### 40 Hour Employee Vacation Schedule

<b>Years of Service</b>	<b>Bi-Weekly Accrual Rate</b>	<b>Annual Hours of Vacation</b>	<b>Additive Amount</b>
Entry	3.69	96	
5 <sup>th</sup> Anniversary	4.93	128	+40
10 <sup>th</sup> Anniversary	6.16	160	
11 <sup>th</sup> Anniversary	6.16	160	+8
12 <sup>th</sup> Anniversary	6.16	160	+8
13 <sup>th</sup> Anniversary	6.16	160	+8
14 <sup>th</sup> Anniversary	6.16	160	+8
15 <sup>th</sup> Anniversary	7.39	192	+8
20 <sup>th</sup> Anniversary	8.0	208	+16

### **7.3 56 Hour Employee Vacation Schedule**

#### 56 Hour Employee Vacation Schedule

<b>Years of Service</b>	<b>Bi-Weekly Accrual Rate</b>	<b>Annual Hours of Vacation</b>	<b>Additive Amount</b>
Entry	5.54	144	

3 <sup>rd</sup> Anniversary	5.54	144	+60
5 <sup>th</sup> Anniversary	7.39	192	
10 <sup>th</sup> Anniversary	9.23	240	
11 <sup>th</sup> Anniversary	9.23	240	+12
12 <sup>th</sup> Anniversary	9.23	240	+12
13 <sup>th</sup> Anniversary	9.23	240	+12
14 <sup>th</sup> Anniversary	9.23	240	+12
15 <sup>th</sup> Anniversary	11.08	288	+12
20 <sup>th</sup> Anniversary	12.0	312	+24

Vacation accrual rates will change on an employee's anniversary date.

#### **7.4 Vacation Accumulation**

Earned vacation time may be accumulated to a maximum of two (2) times the employee's annual accrual. Once an employee reaches the cap, the accrual will stop until the employee uses vacation leave and drops below the maximum.

#### **7.5 Vacation Cash Out**

Employees in this unit are eligible to submit a request to cash out up to 60 hours accrued vacation leave two times per year. The employee must have a minimum balance of 200 hours as of December 31 of the election year to be eligible. All unit employees will complete a form between December 1 and December 31 of each year. They will mark one of three choices:

- a. I am not eligible to participate as I have not met the criteria
- b. I am eligible to participate, but I choose to NOT cash out any vacation next calendar year.
- c. I am eligible and I choose to cash out \_\_\_\_ hours of vacation next calendar year.

-Vacation hours cashed out applies only to hours earned in the following calendar year.

-Payment of vacation hours elected for cash out will be on the first paycheck in May and September of the year following the election.

-Vacation that is used is understood to be on a first-earned basis.

-Elections are irrevocable.

#### **7.6 Vacation during leave of absence**

Effective July 1, 2001, employees shall continue to accrue vacation as long as they are on a paid leave of absence until they reach the cap. An employee who is on unpaid leave of absence will not accrue vacation.

#### **7.7 Holiday During Vacation**

In the event one (1) or more holidays fall within an annual vacation leave of an employee who receives holiday time off, such holidays shall not be charged as vacation leave.

## **7.8 Administrative Leave**

Fire Marshal and 40-hour Battalion Chiefs shall receive 80 hours of administrative leave annually. This time can be taken as time off or pay at the employee's hourly rate.

Accrual of up to two (2) times the annual allotment is acceptable. An employee may submit up to a maximum of one year of accrual for payment.

All 40 hour employees will complete a form between December 1 and December 31 of each year. They will mark one of two choices:

- a. I am eligible to participate, but I choose to NOT cash out any administrative leave next calendar year.
- b. I am eligible and I choose to cash out \_\_\_\_ hours of administrative leave next calendar year.

-Administrative leave hours cashed out applies only to hours earned in the following calendar year.

-Payment of administrative leave hours elected for cash out will be on the first paycheck in May and September of the year following the election.

-Administrative leave that is used is understood to be on a first-earned basis.

-Elections are irrevocable.

## **SECTION 8 SICK LEAVE**

### **8.1 Sick Leave Defined**

Sick Leave is absence from duty with pay for the employee's own illness or injury, diagnosis, care or treatment of an existing health condition or for the employee's own preventative care, including routine medical, optical and dental appointments.

Sick Leave may also be used to obtain relief or services related to being a victim of domestic violence, sexual assault or stalking, in accordance with state law.

### **8.2 Sick Leave Accrual**

56-hour unit members shall accrue sick leave at the rate of one hundred fifty six (156) hours (six and one-half (6.5) 24-hour shifts) per calendar year. All full time 40-hour unit members shall accrue sick leave at the rate of one hundred four (104) hours per calendar year (4.0 hours bi-weekly). There shall be no maximum limit on the number of hours of sick leave an employee can accrue. An employee who is on paid leave shall continue to earn sick leave credit. An employee who is on leave without pay shall not accrue sick leave credit. Sick leave shall accrue during an absence that is a result of occupational disability during employer service.

### **8.3 Sick Leave Usage**

Using sick leave with pay shall be granted to employees to a maximum of the hours accrued. Sick leave may be used on an hour for hour basis. Sick leave may only be used in accordance with this Section and state law.

### **8.4 Holiday During Sick Leave**

For a 40-hour work schedule employee, in the event one (1) or more holidays fall within a period of



such employee's illness or sick leave, such holiday shall not be charged against the employee's sick leave balance.

### **8.5 Sick Leave Upon Retirement**

Upon death, full service retirement, or disability retirement, an employee shall be paid up to one-half (1/2) of 1200 hours of accumulated sick leave to a maximum payout of 600 hours for 56-hour work week employees, or up to one-half (1/2) of 860 hours of accumulated sick leave to a maximum payout of 430 hours for 40-hour per week employees. Payment of unused sick leave hours shall be made at the employee's actual hourly rate of pay.

### **8.6 Sick leave and Vacation Conversion procedure**

CCFD employees have the opportunity to roll over accrued sick leave and vacation into their existing 457 account each year. These rollovers are counted toward the annual 457 limit, as set by the IRS annually. (Over 50 catch-up and other additional contribution amounts are not eligible for this program.) For example, in 2013, the maximum amount an employee can contribute to their 457 account is \$17,500. Any conversion of accrued sick or vacation leave is counted toward that maximum; if an employee requests to roll over more than the annual 457 cap, only the amount up to the cap will be converted.

#### Sick leave

Annual conversion amount = maximum 300 hours.

Maximum lifetime amount = maximum 600 hours.

Each hour the employee converts is deducted from the total amount of sick leave payout upon retirement. Therefore, if over the course of an employee's employment he converts 600 hours of sick leave into the 457 plan, that employee is not eligible to be paid out for any sick leave upon retirement. Only accrued leave is eligible for conversion. The employee must have a remaining bank of 240 hours after the conversion, in order to be eligible to participate.

If the employee is retiring within the upcoming fiscal year, the 300-hour annual cap does not apply. Request for this conversion must still be submitted by March 1. If the request is not submitted by this date and the employee retires within the upcoming fiscal year, the option to convert to the 457 plan is not available.

If an employee separates employment from CCFD prior to retirement and has participated in the Leave Conversion program, a number of hours equal to the dollar amount that was originally converted to the 457 will be deducted from the employee's accrued vacation leave bank. If the employee does not have enough hours in the accrued bank to cover the deduction, the employee agrees to reimburse the department the remaining balance.

#### Vacation leave

Only accrued leave is eligible for conversion.

#### Procedure

1. Request must be submitted to HR by March 1 of each year.
2. Approved conversions will take place in July of that same year.

3. Employee's leave banks will be reduced by the amount converted to the 457 plan.

#### **8.7 Light Duty instead of Sick Leave**

Employees who are off work on a non-work related injury may request to be assigned to light duty on a 40-hour work schedule with their doctor's approval, subject to the approval of the Fire Chief. Exceptions to this section may be made if they are in the best interest of the Department and approved by the Fire Chief.

### **SECTION 9 BEREAVEMENT LEAVE**

In the event of a death in the immediate family of an employee, absence from duty shall be allowed not to exceed forty-eight (48) hours. For the purposes of this rule, "immediate family" means father, mother, husband, wife, son, daughter, sister, brother, grandparents, mother-in-law, father-in-law or domestic partner. These hours must be taken within four weeks of the death, and must be used in increments of no less than 12 hours. The Fire Chief can approve additional leave for special circumstances.

In the event of the death of a relative not a member of the immediate family, absence from duty shall be allowed not to exceed twenty-four (24) consecutive hours. Leave must be taken within four weeks of the death and must be used in increments of no less than 12 hours. Special consideration will also be given to any other person whose association with the employee was similar to the aforementioned relationship.

Such absences shall not be charged to sick leave.

### **SECTION 10 INDUSTRIAL ACCIDENT LEAVE**

#### **10.1 Industrial Accident Leave**

Industrial accident leave means the absence from duty of an employee because of a work-incurred illness or bodily injury when such absence has been accepted for coverage under the provision of the Workers' Comp laws of the State of California, and such leave shall not be deducted from the employee's sick leave balance. As a condition of receiving pay under this rule, the employee shall be required to assign or endorse to the Department any temporary disability compensation received as a result of Workers' Compensation Insurance Program during such a period of pay for the Department. Safety employees shall be provided benefits pursuant to Section 4850 of the Labor Code of the State of California and other applicable state law.

#### **10.2 Benefits during disability**

No represented employee shall be denied the normal accrual of vacation or sick leave benefits during a period of disability covered by Section 4850 of the Labor Code.

#### **10.3 Light Duty while on Industrial Accident Leave**

Employees who are on Industrial Accident Leave may be assigned by the Department to light duty with their doctor's approval. Light duty will typically be on a 40-hour workweek schedule (4 10-hour workdays). Exceptions to this section may be requested by the employee or made by the Department, if they are in the best interest of the Department and approved by the Fire Chief.

## **11.0 OTHER LEAVES**

### **11.1 Military Leave**

Military leave shall be granted by the Department in accordance with the provisions of State and Federal laws. There may be a deduction for any military compensation that the employee receives for service during the period they are receiving full pay from the Department, if permitted by law. All employees taking military leave shall give the Department an opportunity, within the limits of military regulations, to determine when such military leave shall be taken.

### **11.2 Family and Medical Leaves**

Employees are entitled to twelve (12) weeks of Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) leave in a twelve (12) month period providing the employee meets the eligibility requirements of the leave(s). During this period, the employee may be able to use accrued leaves to receive pay. During FMLA or CFRA leaves, the Department is required to maintain benefit coverage for the employee, providing the employee pays any portion of the premium not covered by the Department's premium contribution. Upon returning from FMLA or CFRA, the Department is required to reinstate the employee to the same or equivalent position. In maternity leave situations, the Department is required to comply with all applicable pregnancy leave laws which could allow up to a maximum of four (4) months of Pregnancy Disability Leave in addition to other FMLA or CFRA leaves.

### **11.3 Other Leaves of Absence With or Without Pay**

The Chief Administrative Officer may, for good cause, grant other leaves of absence with or without pay. At the end of this period, if the employee does not return to their former position, all employment rights shall be deemed terminated.

### **11.4 Jury Duty**

Every full-time employee of the Department who is called and required to report to jury duty shall be entitled to leave from their duties with the Department during the period of such service. Under such circumstances, the employee shall be paid the difference between their full salary and any payment received by them, except travel pay, for such duty.

### **11.5 Absence Without Leave**

Failure on the part of any employee, absent without leave, to report to duty at their regularly scheduled starting time may be cause for disciplinary action.

### **11.6 Catastrophic Leave**

#### **11.6.1 Purpose**

To provide a means for employees to donate personal leave time to other fellow employees who are experiencing a catastrophic life event, are unable to work and have drained their own bank of leave time.

#### **11.6.2 Procedure**

Leave credits may be transferred from one or more donating employees to another receiving employee under the following circumstances:

The receiving employee or their immediate family member has sustained a serious illness or injury expected to last 30 days or more, and the employee has exhausted, or is anticipated to

exhaust, all of their paid accrued leave.

The receiving employee has requested participation in catastrophic leave in order to continue in pay status and this request has been approved by the Fire Chief, who may require medical verification of the condition and expected period of absence.

Other employees have applied to donate vacation, compensatory time and/or holiday time to the employee by submission of the Catastrophic Leave Time Donation form. Donations must be four hours or more and will be taxed in accordance with Federal and State tax laws.

The Department will transfer such time from the donating employees, converting it to the receiving employee's sick leave balance on an hour-for-hour basis to be used at the receiving employee's pay rate.

Transfer of such time will be irrevocable, except in the event of the untimely death of the receiving employee, in which case donated time will be returned to donating employees on a last-donated, first-retained basis.

## **SECTION 12 HEALTH AND WELFARE**

### **12.1 Medical**

Medical insurance is provided in accordance with CalPERS Public Employees' Medical and Hospital Care Act (PEMHCA). During the term of the contract, the maximum Department contribution to the employee's monthly medical premium shall equal the three party basic premium for the Blue Shield HMO Bay Area region as offered by the CalPERS health program and this maximum Department contribution includes the PEMHCA statutory minimum. Should there be any changes to the availability of Blue Shield HMO, the Chief Officers and department will mutually agree on a replacement plan.

Effective July 1, 2019, employees will pay 5% of the Department contribution amount. This contribution will not offset any amount in excess of the Department maximum contribution. Employees remain responsible for the difference between the Department maximum contribution and any higher premium plan selected by the employee.

Employees who have alternate coverage such as coverage through a spouse's employer's plan (NOT individual coverage) are eligible to receive cash in lieu of medical insurance at a rate of \$200 per month. Proof of alternate coverage is required annually to remain eligible for this program.

#### **12.1.1 Retiree Medical**

Employees hired by the Department before June 1, 2012 who subsequently retire with a minimum of five (5) years of services with the Department will receive a retiree medical benefit contribution equivalent to the amount necessary for enrollment in a single, two-party or family coverage up to the same maximum Department contribution for medical premiums as active employees. The 5% employee contribution does not continue into retirement.

Employees hired on or after June 1, 2012 shall receive the following contributions to a Retirement Health Savings Account, based on years of service with CCFD, in lieu of retiree medical coverage. Employee vesting is 0% until the end of year 5; then 100% vested as of the beginning of the 5<sup>th</sup> year. All years of service with Central County Fire Department will count toward vesting.

<b>Years of Service</b>	<b>Monthly Contribution</b>
0 years of service to the end of the 4 <sup>th</sup> year of service	2.0% of Base Salary
Beginning of the 5 <sup>th</sup> year of service to the end of the 19 <sup>th</sup> year of service	3.0% of Base Salary
Beginning of the 20 <sup>th</sup> year of service or more	5.0% of Base Salary

## **12.2 Dental**

The Department provides a Dental Reimbursement Plan. The maximum reimbursement is \$2000 per person, per year. Retiree benefits are not available.

## **12.3 Vision**

Eligible employees and their dependents shall be covered by a Vision Care Reimbursement Plan. Expenses covered include one eye exam per year, and up to \$435 to spend on glasses or contacts. A dependent receives the same coverage except that reimbursement is 50% of the employee's allowable cost.

## **12.4 Life**

**12.4.1** The Department agrees to provide life insurance to the extent of one hundred thousand dollars (\$100,000) coverage for members of the bargaining unit.

**12.4.2** During the term of this Agreement, the Department agrees to pay for increases in the premiums for insurance, as described herein, up to the dollar amount listed above. Upon expiration of this Agreement, the Department will continue paying the dollar amount of premiums then being paid unless and until there is an agreement to pay a higher amount.

## **12.5 Flexible Health Spending Account (Section 125)**

During the term of this contract the Department will provide a Flexible Medical Spending Account option that employees may use to pay qualified medical and dependent care expenses with pre-tax dollars.

## **12.6 Long Term Disability**

Effective 01/01/2017, employees pay the premium for long term disability coverage directly to the Association members' LTD carrier.

## **SECTION 13 ANNUAL CLOTHING ALLOWANCE**

Employees receive \$995 per fiscal year for clothing allowance. The allowance will be paid in accordance with PERS guidelines.

## **SECTION 14 EXCHANGE OF ON DUTY TIME**

Upon the approval of the Fire Chief or his/her designee, represented employees shall be allowed to exchange on-duty time.

## **SECTION 15 PROBATIONARY PERIOD**

**15.1** All original appointments shall be tentative and subject to a probationary period of eighteen (18) months of actual service from the date of appointment. Upon satisfactory completion of such probationary period, employees shall be appointed as regular employees.

**15.2** Employees may be suspended or separated from the Department at any time during the probationary period, except as otherwise provided by law.

**15.3** All promotional appointments shall be tentative and subject to a probationary period of one (1) year from date of appointment. Upon satisfactory completion of such probationary period, employees shall be appointed as regular employees.

**15.4** Any regular employee rejected during the probationary period following a promotional appointment, or prior to the conclusion of the probationary period, shall be reinstated to the position from which they were promoted unless conditions warrant their dismissal.

## **SECTION 16 LAYOFF AND REINSTATEMENT**

### **16.1 Layoffs Impacting Permanent Employees**

Permanent employees may be laid off, without prejudice, due to lack of funds or curtailment of work. No permanent employee, however, may be separated while there are temporary employees serving in the same class or position in the Department service, unless that employee has been offered the temporary work.

### **16.2 Layoff and Reinstatement**

When the Fire Chief is instructed by the Chief Administrative Officer to reduce the number of employees, layoffs shall be made in accordance with the following rules:

**16.2.1** Layoffs shall be by job classification according to reverse order of seniority.

**16.2.2** An employee may demote or transfer to a vacant position for which he/she possesses the necessary skills as determined by the minimum qualifications and job specifications for the position.

**16.2.3** The name of each employee laid off shall be entered on a Reinstatement List in order of

seniority for three (3) years.

**16.3** Former employees appointed from a Reinstatement list shall be restored all rights accrued prior to being laid off such as sick leave, vacation credits and credit for years of service. However, such reinstated employees shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off.

**16.4** The Department further agrees to meet and confer and reach mutual agreement prior to said layoff concerning all ramifications of the proposed layoff.

## **SECTION 17 OUTSIDE EMPLOYMENT**

Outside employment by a Department employee shall be a privilege subject to the approval of the Chief Administrative Officer or the Fire Chief.

## **SECTION 18 SENIORITY**

### **Definition of Seniority**

Seniority shall be determined by continuous service in the Fire Department calculated from the date of employment. Continuous service shall be broken by only unauthorized leave of absence, resignation, discharge or retirement. Employees with the same employment date shall be assigned to the seniority list in the order of their appointment.

## **SECTION 19 RETIREMENT**

**19.1** The Department shall maintain a contract with the Public Employee's Retirement System for retirement benefits based upon the 3% @ 55 Local Safety Plan (GC Section 21362.2) for Safety employees designated as "Classic" members by PERS. Safety employees designated as "New" members by PERS shall receive the 2.7% @ 57 benefit.

**19.2** The Department shall maintain Credit for Unused Sick Leave. The employee can elect to convert any unused sick leave to service credit upon retirement (2,000 hours of sick leave equals one year of service credit) (GC Section 20965). (See section 8.5 for conversion)

**19.3** The Department shall maintain Cancellation of Payment for Optional Service Credit Upon Retirement for Industrial Disability (GC Section 21037).

**19.4** The Department shall maintain Fourth Level of 1959 Survivor Benefits (GC Section 21574).

**19.5** The Department shall maintain Post-Retirement Survivor Allowance (GC Section 21624, 21626 and 21628) continuance level of one-half (1/2) of retired member's unmodified allowance payable to surviving spouses, which upon the death of a retiree will not cease upon remarriage of the surviving spouse (GC Section 21635).

**19.6** The Department shall maintain One-Year Final Compensation (GC Section 20042) for

“Classic” employees and a three-year final average compensation for “New” employees, as defined by PERS.

**19.7** Effective December 28, 1992, employees’ PERS contributions shall be administered in accordance with IRS Code Section 414(h)(2); “Classic” employees shall pay the nine percent (9%) employee contribution plus an additional four percent (4%) employee contribution for a total of 13% employee contribution.

“New” employees as defined by PERS shall pay 50% of the total normal cost of the retirement benefit.

**19.8** The Department shall maintain Military Service Credit as Public Service (GC Section 21024).

**19.9** The Department shall maintain Prior Service Credit (GC Section 20055).

**19.10** The Department shall maintain Retired Death Benefit (\$500) (GC Section 21620).

**19.11** The Department shall maintain Death Benefit Continuation; death benefits will continue to be paid to the spouse of a member who died prior to retirement should the spouse remarry (GC Section 21551).

## **SECTION 20 GRIEVANCE PROCEDURE**

### **20.1 Definitions**

18.1.1 "Days" as used herein shall be days when Fire Administration is open for business.

20.1.2 A "grievance" is any dispute over the interpretation or application of any provision of this Memorandum of Understanding, or the application of any rules or regulations governing personnel practices or working conditions. A grievance may not be initiated to challenge the Department’s proper implementation, modification or elimination of rules or regulations governing personnel practices and working conditions not specifically referenced or included in this MOU.

20.1.3 "Grievant" is an individual employee and/or employee organization adversely affected by any dispute over the interpretation or application of any provision of this Memorandum of Understanding or the application of any rules or regulations governing personnel practice or working conditions.

### **20.2 Steps**

**20.2.1 Step 1** - The grievant shall discuss the grievance with his/her supervisor (Deputy Chief) within fifteen (15) days of actual or constructive knowledge of the existence of the grievance. The supervisor (Deputy Chief) shall orally answer the grievant within four (4) days.

**20.2.2 Step 2** - If the grievant is dissatisfied with the answer and desires to pursue the matter, the grievance shall be submitted in writing to the Fire Chief or his/her designee within fifteen (15) days after receipt of the immediate supervisor’s oral answer.

The written grievance must state the following:

☐ Name



- ☐ Classification
- ☐ Section or sections of Memorandum of Understanding allegedly violated
- ☐ Remedy sought

Within ten (10) days of receipt of the written grievance, the Fire Chief or his/her designee will meet with the grievant to discuss the grievance. The Fire Chief or his/her designee shall give a written answer to the grievant within five (5) days after the date of the Step 2 meeting.

**20.2.3 Step 3** - If the grievance is not resolved at Step 2, it may be appealed to the Chief Administrative Officer of the Fire Department within fifteen (15) days after the receipt of the Step 2 answer. Said appeal shall be in the form of a written request to proceed to Step 3, along with the written grievance.

The Chief Administrative Officer or his/her designee shall meet with the grievant to discuss the grievance. The Chief Administrative Officer or his/her designee shall give a written answer to the grievant within ten (10) days after the date of the meeting.

**20.2.4 Step 4** - If not satisfied with the decision at Step 3, the grievant, within fifteen (15) days after receipt of the Step 3 response, may request in writing that the grievance be submitted to mediation. The parties may mutually agree to proceed with mediation within five (5) days after the receipt of the request by the grievant. If the parties do not agree to mediate the grievance and the grievant elects to advance the grievance, the grievant may directly advance the grievance to Step 5 and skip Step 4 mediation. If, however, the parties mutually agree to mediation, the time line to advance the grievance to Step 5 shall not begin to run until the conclusion of mediation.

If the parties agree to proceed with mediation, the State Mediation and Conciliation Service (SMCS) shall be contacted to provide a mediator. Both parties must mutually agree to utilize the mediator proposed by SMCS. In the event either party does not accept the proposed mediator, another name shall be requested from SMCS.

The mediator shall work with both parties in an effort to achieve a mutually acceptable settlement. The mediator shall be allowed to caucus with each party to explore settlement options. The mediator's recommendations shall be given orally to the parties and shall be non-binding. No evidence regarding mediation efforts or the mediator's recommendations shall be introduced in any arbitration, judicial or administrative proceeding.

**20.2.5 Step 5** – If the grievant is not satisfied with the decision at Step 3 and elects to proceed directly to arbitration, or if the parties mutually agreed to mediation and were unable to settle the grievance at Step 4, the grievant, within fifteen (15) days after the receipt of the written decision at Step 3 or the conclusion of mediation at Step 4, shall inform the Department, in writing, of the grievant's intent to submit the grievance to arbitration.

An arbitrator shall be selected by mutual agreement. If no agreement can be reached within five (5) days of the notice, the parties shall request that the State Mediation and Conciliation Service provide a list of five (5) names of persons experienced in hearing grievances. Each party shall

alternately strike a name until only one name remains. The order of strike shall be determined by lot. The decision of the arbitrator shall be final and binding upon all parties.

The arbitrator will have no power to add to, subtract from, change or modify any terms of this Agreement.

The fees and expenses of the arbitrator and any agreed upon court reporter shall be borne equally by the parties. If an individual pursues arbitration without the Union's participation, said individual shall share equally in the cost with the Department, except for arbitrations involving discipline for which the Department shall pay for all fees and expenses of the arbitrator. All other expenses shall be borne by the party incurring them.

### **20.3 Failure to Advance**

The grievant's failure to advance a grievance to the next step within the time limits shall be a voluntary abandonment of the grievance and the grievant shall not thereafter be entitled to pursue said grievance. The grievance will be deemed settled.

The Department's failure to respond within the time limits set forth shall entitle the grievant to advance the grievance to the next step.

Notwithstanding the timelines contained in this grievance procedure, the parties may mutually agree in writing to extend any timeline. The extension of a timeline in any instance does not constitute a waiver of the Department's right to enforce timelines thereafter.

### **20.4 Representation**

A grievant shall be entitled to be represented by a member of the Chief Officer group and/or an attorney at any grievance meeting or discussion described in any one (1) of the steps of the grievance procedure; provided, however, in no event shall more than one (1) Department employee, in addition to the grievant, attend such grievance meetings. The limitations of this Section shall apply to employees on paid release time and not to Union staff or witnesses who may be necessary to the grievance.

Neither the grievant nor his/her representative shall suffer loss of pay for attending the meetings described in the steps of the grievance procedure.

Except for grievance meetings described in the steps of the grievance procedure, neither grievant nor any representative of the grievant shall be entitled to use regular work time to process the grievance.

### **20.5 Other Procedures**

The grievance procedure set forth herein shall supersede and replace any other grievance or appeal procedures otherwise available to represented employees and are deemed sufficient to satisfy procedural due process requirements for such hearings and/or appeals. To the full extent permitted or allowed by State and Federal law, by submitting the grievance to arbitration, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. Both the Department and Union recognize that the decision rendered in the arbitration process is binding on all parties.

## **SECTION 21 DISCIPLINE**

The Department shall have the right to discipline bargaining unit employees for just cause.

All bargaining unit members under investigation or subject to disciplinary action shall be afforded all rights provided by law (including the Firefighters Procedural Bill of Rights) as well those provided in this MOU and CCFD policy. All investigations shall be conducted without bias and all discipline shall be implemented in a fair and consistent manner

### **21.1 Written Reprimand**

The written reprimand will document the date, time and place of the inappropriate behavior or performance, future expectations of the employee and consequences should the inappropriate behavior or performance continue. Written reprimands will be placed in the official personnel file in the HR Department.

### **21.2 Suspension Without Pay**

The Fire Chief may suspend without pay an employee from his/her position at any time for disciplinary purposes with just cause. Suspension without pay shall not exceed thirty (30) calendar days without confirmation by the department's governing board. Such suspension shall be in accordance with applicable State and Federal laws. The employee shall be entitled to appeal the action in accordance with the grievance procedure of this Agreement.

### **21.3 Demotion**

No permanent employee shall be demoted for disciplinary reasons without just cause, and no employee shall be demoted to a position for which he/she does not possess the necessary skills as determined by the minimum qualifications and job specifications for the position. The Department shall give written notice of demotion to the employee ten (10) days before the effective date of the demotion. The employee shall be entitled to appeal the action in accordance with the grievance procedure of this Agreement.

### **21.4 Termination**

A permanent employee may be discharged for just cause. Such discharge shall be in accordance with applicable State and Federal laws. The employee shall be entitled to appeal the action in accordance with the grievance section of this Agreement.

**21.5** Employees may appeal final discipline (post-Skelly) to final and binding arbitration pursuant to Section 18.2.5 of this MOU.

## **SECTION 22 RIGHTS**

### **22.1 Department Rights**

The Department hereby retains and reserves unto itself, without limitation, all powers, rights, authority,

duties and responsibilities conferred upon and vested in it by the Constitution of the United States, the Constitution of California, the laws of the United States, the laws of California and the ordinances and resolutions of the Department and shall be limited only by the express and specific terms of the Memorandum.

## **22.2 Employee Rights**

Nothing contained in this memorandum of understanding shall prohibit the Chief Officers from meeting and conferring on matters within the scope of representation as provided by law. The Department acknowledges the employees and the Chief Officers retain all the rights under Section 3500 et. Seq. of the California Labor Code.

## **SECTION 23 EFFECT OF AGREEMENT**

This Memorandum of Understanding shall supersede any prior Memoranda of Understanding, rules, regulations or ordinances in direct conflict with the provisions hereof. The Department acknowledges the employees and the Fire Administrators retain all the rights under Section 3500 et. Seq. of the California Labor Code.

## **SECTION 24 MODIFICATION**

There will be no alteration or modification of any provision contained in this Memorandum without the written consent of all parties hereto.

## **SECTION 25 TOTAL AGREEMENT**

This Memorandum of Understanding constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties reached agreement. Any matter not contained in this Memorandum has not been agreed upon and, if raised in negotiations, was dropped by the party raising it as part of a good faith attempt to reach agreement.

For a period of two (2) years following the ratification of this agreement, any item brought to the Fire Chief that directly impacts provisions hereto will be negotiated by mutual agreement. Other issues brought forward by either party that have been established or substantiated by past practice, prior written policies, procedures or guidelines or other similar documentation shall be discussed by the parties and the parties will meet and confer on any changes and/or their impact on the Department.

## **SECTION 26 SEPARABILITY OF PROVISIONS**

Should any section, clauses or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

## SECTION 27 TERM

The term of this agreement is one (1) year, beginning on July 1, 2022 through June 30, 2023.

Either party may initiate the Meet and Confer process for the next subsequent Memorandum of Understanding; the moving party shall notify the other party in writing no earlier than one hundred twenty (120) days prior to the expiration of this MOU. The Meet and Confer process shall begin no later than 90 days prior to the expiration of this MOU.

\_\_\_\_\_  
Ann Ritzma, Chief Administrative Officer

\_\_\_\_\_  
Tim Louis, Chief Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Lisa K. Goldman, City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

## APPENDIX A

### CHIEF OFFICERS UNIT SALARY SCHEDULE

July 4, 2022

<b>Battalion Chief</b>  <b>56 hour</b>	Bi-weekly		<b>6,792.41</b>	<b>7,132.03</b>	<b>7,488.63</b>	<b>7,863.06</b>	<b>8,256.21</b>
	Monthly		14,716.89	15,452.73	16,225.37	17,036.63	17,888.46
	Annually		176,602.66	185,432.78	194,704.38	204,439.56	214,661.46
<b>Battalion Chief</b>  <b>40 hour</b>	Bi-weekly		<b>7,369.76</b>	<b>7,738.25</b>	<b>8,125.16</b>	<b>8,531.42</b>	<b>8,957.99</b>
	Monthly		15,967.81	16,766.21	17,604.51	18,484.74	19,408.97
	Annually		191,613.76	201,194.50	211,254.16	221,816.92	232,907.68
<b>Fire Marshal</b>  <b>40 hour</b>	Bi-weekly		<b>7,369.76</b>	<b>7,738.25</b>	<b>8,125.16</b>	<b>8,531.42</b>	<b>8,957.99</b>
	Monthly		15,967.81	16,766.21	17,604.51	18,484.74	19,408.97
	Annually		191,613.76	201,194.50	211,254.16	221,816.92	232,907.68

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CHIEF OFFICERS  
AND  
CENTRAL COUNTY FIRE DEPARTMENT**

**July 1, ~~2019~~2022 - June 30, ~~2022~~2023**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CHIEF OFFICERS  
AND**

**CENTRAL COUNTY FIRE DEPARTMENT**

Representatives of the Chief Officers and representatives of Central County Fire Department have met and conferred in good faith regarding wages, hours and other terms and conditions of employment.

**SECTION 1            RECOGNITION**

The Central County Fire Department Chief Officers, hereinafter referred to as the "Chief Officers", is recognized as the majority representative for its members assigned to the following classifications:

56-Hour Shift Battalion Chief  
40-Hour Battalion Chief  
40-Hour Fire Marshal

All further references in this document to the term "Department" shall mean the Central County Fire Department.

**SECTION 2            NO DISCRIMINATION**

The Department agrees to not discriminate against an employee because of political opinion or affiliations, or because of race, creed, color, religious belief, age, sex, sexual orientation, marital status or physical or mental disability which does not prevent an employee from meeting the minimum standards established by the Department.

**SECTION 3            SALARY PLAN**

**3.1        Salary Increases**

Effective the first full pay period in July ~~2019-2022 or the first full pay period following the Central County Fire Department Fire Board's approval of the new Memorandum of Understanding (MOU) in open session, whichever is later,~~ there will be an increase in base salary for all classifications of three percent (3%).

Effective ~~the same date as any increase agreed upon by the Central County Fire Board for the Central County Firefighters Union during the term of this MOU, there will be an equity adjustment for all classifications to maintain the minimum top step differential identified in Section 3.1.1, the first full pay period in July 2019 or the first full pay period following the Central County Fire Department Fire Board's approval of the new MOU in open session, whichever is later, there will be a two and three quarter percent (2.75%) equity adjustment for all classifications.~~

~~Effective the first full pay period of July 2020, there will be an increase in base salary for all classifications of three percent (3%).~~

~~Effective the first full pay period of July 2021, there will be an increase in base salary for all classifications of three percent (3%).~~

~~—Reopener~~

~~The parties agree to re-open negotiations after July 1, 2019 to update the list of benchmark agencies and the compensation items included in future total compensation surveys as required by this section. The parties agree to complete such negotiations and execute a side letter of agreement for inclusion in the next MOU no later than June 30, 2020. If the parties cannot reach agreement on the updated list of benchmark agencies and the items included in the total compensation survey, the existing language in this section will be retained with San Mateo Consolidated replacing the City of San Mateo and Foster City, Belmont and Millbrae being eliminated.~~

Designated members of the Chief Administrators and Department will meet to jointly conduct a benchmark salary survey as needed. This information is for reference purposes only and does not obligate the Department to any course of action. Any adjustment that results from the survey will apply to all classifications covered by this agreement. The salary survey shall reflect the cash compensation (examples include base salary, city-paid deferred compensation, education incentives, longevity incentives, EMT incentive and holiday pay) paid to ~~ten-seven (407)~~ benchmark agencies (Palo Alto, ~~Foster City~~, San Bruno, Redwood City, San Mateo Consolidated, Menlo Park Fire District, South San Francisco, Daly City, ~~Belmont and Millbrae~~). In the event that non-cash benefits are compared to cash compensation benefits, a reasonable cash value will be assigned to the non-cash benefits.

3.1.1 Internal Alignment

The following classifications shall be internally aligned and shall maintain a minimum top step differential as stated below:

- 56-hour Battalion Chief – the top step base salary for 56-hour Battalion Chief shall be set at nineteen and one half percent (19.5%) above the top step base salary, including paramedic pay (8%) and education pay (7.5%), of the 56-hour Fire Captain.
- 40-hour Battalion Chief and Fire Marshal – the top step base salary for 40-hour Battalion Chief and Fire Marshal shall be set at eight and one half percent (8.5%) above the top step base salary for 56-hour Battalion Chief.

**3.2 FLSA**

In accordance with Section 7(k) of the Fair Labor Standards Act (FLSA), the Department has adopted a 24-day work period for non-exempt employees engaged in fire protection activities. Employees are eligible to receive overtime compensation for all hours worked in excess of 182 hours in each 24-day FLSA work period. This overtime will be paid at the rate of 1.5 times the regular rate of pay, as that term is defined under the FLSA.

Since the Department provides for overtime under this MOU on an hours in paid status standard (employees are paid at 1.5 times their Standard Hourly Rate for hours worked outside of their

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regular work schedule) and because the 48/96 schedule described in Section 5.2 below results in 10 hours of regularly scheduled overtime in each 24 day work period under this MOU standard, the Department will advance employees for payment of the MOU overtime premiums due on regularly scheduled overtime hours at the rate of 1.5 hours of pay per week to be calculated using the employee's Standard Hourly Rate (3.0 hours of overtime premium pay per bi-weekly pay period or approximately 75 hours of overtime premium per year).

### **3.3 Exempt Employees**

Fire Marshal and 40-hour Battalion Chiefs shall be considered exempt employees under current FLSA standards.

### **3.4 Definitions**

Salary: Base Salary amount as stated on the posted Salary Schedule (annual salary will be divided by 2912 hours to get an hourly rate for 56 hour employees, and by 2080 hours for 40 hour employees.

Specialty Pays: Special pay is independently calculated at a percentage of base salary.

Standard Hourly Rate\*: Salary plus additional pays below, annualized and then divided by 2912 hours for 56 hour employees, and by 2080 hours for 40 hour employees.

Holiday Pay: Calculated by dividing 156 hours by 26 pay periods (6 hours), multiplying that by the Standard Hourly rate.

Overtime Pay Rate: 1.5 times the Standard Hourly Rate.

Acting Pay Rate: Standard Hourly Rate times 5%.

Vacation, Administrative and Sick Leaves Conversion and Cash out Rate: accrued leave hours that are converted or cashed out at the employee's Standard Hourly Rate.

\*Standard Hourly Rate includes the following types of compensation, if applicable to the employee, converted to an hourly rate:

1. Salary
2. Special % Pay

## **SECTION 4 EDUCATION PAY**

Effective 4/1/04, education pay was eliminated. The base salary as indicated in Appendix A is stipulated to include \$885 for education incentive.

### **4.1 EMT**

Employees shall maintain certification as EMT. The base salary as indicated in Appendix A is stipulated to include a 3.5% differential for EMT certification.

An employee may request to substitute another certification for EMT certification if it is found to be more beneficial to the Department. The Fire Chief shall make the final determination regarding the request.

#### **4.2 Tuition Reimbursement**

The Department will reimburse up to \$3,000 per calendar year for department-approved tuition expenses, conference registration fees, and job-related classes, course work, books and related computer programs. General education courses towards an Associate or Bachelors' degree shall be considered job-related.

### **SECTION 5 DAYS AND HOURS OF WORK**

#### **5.1 Work Schedule (40 hour)**

The regular work schedule for employees occupying a full time position in the classification of 40 hour Battalion Chief and Fire Marshal shall consist of a four-day 40-hour schedule.

#### **5.2 Work Schedule (56 hour)**

The work schedule for the 56 hour Battalion Chief shall consist of two (2), twenty-four (24) hour on duty periods within a six (6) day cycle to be worked in accordance with the following chart:

X = 24 hour on-duty period  
O = 24 hour off-duty period  
XXOOOO

#### **5.3 Starting Time**

The regular starting time for Battalion Chiefs assigned to a fifty-six (56) hour work schedule shall be 0800 and for work performed prior to such regular starting times or after such quitting times, overtime shall be paid. The regular work schedule for employees assigned to a 40-hour work schedule shall be 4 ten hour days or an alternate schedule as approved by the Fire Chief or his/her designee.

#### **5.4 Overtime Definition**

Overtime is pre-authorized time worked beyond the regularly scheduled workweek described in Section 5.2 and shall be paid to 56-hour work week employees only. Overtime shall be compensated at one and one-half (1-1/2) times the employee's Standard Hourly Rate for every hour of overtime worked. Employees who are held over for work are considered pre-authorized for overtime.

A 40-hour employee shall be eligible to work overtime shifts that do not conflict with their regularly scheduled work hours in the 40-hour a week assignment, subject to the approval of the Fire Chief or his/her designee. In addition, the Fire Chief may direct an employee assigned to a 40-hour schedule to work a 56-hour work schedule whenever in his/her judgment such work is necessary to provide Fire Department services to the community. Employees assigned to a 40-hour schedule that work overtime to cover a 56-hour schedule shall be paid for such overtime based on the 56-hour rate.

### **5.5 Mandatory Overtime**

Should a 56-hour work schedule employee be mandated to work in an overtime situation, the employee shall be compensated at one and one half (1-1/2) times the employee's Standard Hourly Rate. A minimum of four (4) hours of overtime shall be paid for emergency call back.

### **5.6 Common Mess**

The Common Mess Policy is contained in the Department Manual of Operations and remains in effect for the duration of this Memorandum of Understanding.

### **5.7 Backfill, OES deployment and reimbursable pay for 40-hour Employees**

For covered 40-hour employees any authorized hour or fraction thereof worked beyond the regularly scheduled work schedule described in Section 5.1 which is due to backfill for 56-hour Shift Battalion Chief, OES deployment or is otherwise reimbursable to the Department from an outside agency shall be compensated at the employee's Standard Hourly Rate.

### **5.8 FEMA deployment pay for 40-hour Employees**

For the purposes of FEMA deployment, covered 40-hour members are not considered Exempt employees. Authorized time worked beyond 40-hours per week shall be compensated at one and one-half (1-1/2) times the employees standard hourly rate for every hour of overtime worked. Nothing in this provision will override or conflict with the FLSA exemption status of the 40-hour employees.

## **SECTION 6 HOLIDAYS**

### **6.1 Holiday Benefit for Forty (40) Hour Work Schedule Employees**

The holidays to be observed are as follows and employees who work a 40-hour work schedule shall not be required to be on duty unless the Department has so indicated:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Day	December 25
New Year's Eve Day	December 31

40-hour employees will receive an additional floating holiday each year. Holidays shall also include every day proclaimed by the President of the United States, Governor of California or governing body of the Department as a public holiday and every day declared as a national day of mourning or special day, when approved by the Department. When a holiday falls on Sunday, the following Monday shall

be observed. If the holiday falls on Saturday, the previous Friday shall be observed. If the holiday falls on an employee's regularly scheduled time off, compensatory time off shall be granted. It is understood that employees working a 40 hour/4 day a week schedule shall receive 10 hours for each of these holidays.

## **6.2 Holiday Pay for Fifty-Six (56) Hour Work Schedule Employees:**

Employees who work a fifty-six (56) hour workweek schedule shall be entitled to thirteen (13) holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve Day	December 31

For purposes of shift personnel, payment is calculated on twelve (12) hours for each holiday for a total of 156 hours annually. These holidays are separate from the vacation benefits listed in Section 7. Holiday pay is paid out each pay period and calculated by dividing 156 hours by 26 pay periods, and multiplying that by the base hourly rate.

## **SECTION 7 VACATION & ADMINISTRATIVE LEAVE**

### **7.1 Vacation Eligibility**

- 7.1.1** Both fifty-six (56) hour employees and forty (40) hour employees shall be entitled to annual vacation leave with pay.
- 7.1.2** Employees will not be allowed to use vacation leave prior to actual accrual.
- 7.1.3** In the event an employee of the Fire Department regularly assigned to a fifty-six (56) hour schedule is thereafter assigned to a forty (40) hour schedule, the total currently accrued hours of vacation will be carried over in the employee's leave bank. The employee will then be placed in the corresponding forty (40) hour employee accrual schedule at their existing seniority accrual rate.

### **7.2 40 Hour Employee Vacation Schedule**

#### 40 Hour Employee Vacation Schedule

Years of Service	Bi-Weekly Accrual Rate	Annual Hours of Vacation	Additive Amount
Entry	3.69	96	
5 <sup>th</sup> Anniversary	4.93	128	+40
10 <sup>th</sup> Anniversary	6.16	160	
11 <sup>th</sup> Anniversary	6.16	160	+8
12 <sup>th</sup> Anniversary	6.16	160	+8
13 <sup>th</sup> Anniversary	6.16	160	+8
14 <sup>th</sup> Anniversary	6.16	160	+8
15 <sup>th</sup> Anniversary	7.39	192	+8
20 <sup>th</sup> Anniversary	8.0	208	+16

### 7.3 56 Hour Employee Vacation Schedule

#### 56 Hour Employee Vacation Schedule

Years of Service	Bi-Weekly Accrual Rate	Annual Hours of Vacation	Additive Amount
Entry	5.54	144	
3 <sup>rd</sup> Anniversary	5.54	144	+60
5 <sup>th</sup> Anniversary	7.39	192	
10 <sup>th</sup> Anniversary	9.23	240	
11 <sup>th</sup> Anniversary	9.23	240	+12
12 <sup>th</sup> Anniversary	9.23	240	+12
13 <sup>th</sup> Anniversary	9.23	240	+12
14 <sup>th</sup> Anniversary	9.23	240	+12
15 <sup>th</sup> Anniversary	11.08	288	+12
20 <sup>th</sup> Anniversary	12.0	312	+24

Vacation accrual rates will change on an employee's anniversary date.

### 7.4 Vacation Accumulation

Earned vacation time may be accumulated to a maximum of two (2) times the employee's annual accrual. Once an employee reaches the cap, the accrual will stop until the employee uses vacation leave and drops below the maximum.

### 7.5 Vacation Cash Out

Employees ~~assigned to a 40 hour work schedule~~ in this unit are eligible to submit a request to cash out up to 60 hours accrued vacation leave two times per year. The employee must have a minimum balance of 200 hours as of December 31 of the election year to be eligible. All ~~40 hour unit~~ employees will complete a form between December 1 and December 31 of each year. They will mark one of three choices:

- I am not eligible to participate as I have not met the criteria
- I am eligible to participate, but I choose to NOT cash out any vacation next calendar year.
- I am eligible and I choose to cash out \_\_\_\_ hours of vacation next calendar year.

- Vacation hours cashed out applies only to hours earned in the following calendar year.
- Payment of vacation hours elected for cash out will be on the first paycheck in May and September of the year following the election.
- Vacation that is used is understood to be on a first-earned basis.
- Elections are irrevocable.

#### **7.6 Vacation during leave of absence**

Effective July 1, 2001, employees shall continue to accrue vacation as long as they are on a paid leave of absence until they reach the cap. An employee who is on unpaid leave of absence will not accrue vacation.

#### **7.7 Holiday During Vacation**

In the event one (1) or more holidays fall within an annual vacation leave of an employee who receives holiday time off, such holidays shall not be charged as vacation leave.

#### **7.8 Administrative Leave**

Fire Marshal and 40-hour Battalion Chiefs shall receive 80 hours of administrative leave annually. This time can be taken as time off or pay at the employee's hourly rate.

Accrual of up to two (2) times the annual allotment is acceptable. An employee may submit up to a maximum of one year of accrual for payment.

All 40 hour employees will complete a form between December 1 and December 31 of each year. They will mark one of two choices:

- a. I am eligible to participate, but I choose to NOT cash out any administrative leave next calendar year.
- b. I am eligible and I choose to cash out \_\_\_\_ hours of administrative leave next calendar year.

- Administrative leave hours cashed out applies only to hours earned in the following calendar year.
- Payment of administrative leave hours elected for cash out will be on the first paycheck in May and September of the year following the election.
- Administrative leave that is used is understood to be on a first-earned basis.
- Elections are irrevocable.

### **SECTION 8 SICK LEAVE**

#### **8.1 Sick Leave Defined**

Sick Leave is absence from duty with pay for the employee's own illness or injury, diagnosis, care or treatment of an existing health condition or for the employee's own preventative care, including routine medical, optical and dental appointments.

Sick Leave may also be used to obtain relief or services related to being a victim of domestic violence, sexual assault or stalking, in accordance with state law.

#### **8.2 Sick Leave Accrual**



56-hour unit members shall accrue sick leave at the rate of one hundred fifty six (156) hours (six and one-half (6.5) 24-hour shifts) per calendar year. All full time 40-hour unit members shall accrue sick leave at the rate of one hundred four (104) hours per calendar year (4.0 hours bi-weekly). There shall be no maximum limit on the number of hours of sick leave an employee can accrue. An employee who is on paid leave shall continue to earn sick leave credit. An employee who is on leave without pay shall not accrue sick leave credit. Sick leave shall accrue during an absence that is a result of occupational disability during employer service.

### **8.3 Sick Leave Usage**

Using sick leave with pay shall be granted to employees to a maximum of the hours accrued. Sick leave may be used on an hour for hour basis. Sick leave may only be used in accordance with this Section and state law.

### **8.4 Holiday During Sick Leave**

For a 40-hour work schedule employee, in the event one (1) or more holidays fall within a period of such employee's illness or sick leave, such holiday shall not be charged against the employee's sick leave balance.

### **8.5 Sick Leave Upon Retirement**

Upon death, full service retirement, or disability retirement, an employee shall be paid up to one-half (1/2) of 1200 hours of accumulated sick leave to a maximum payout of 600 hours for 56-hour work week employees, or up to one-half (1/2) of 860 hours of accumulated sick leave to a maximum payout of 430 hours for 40-hour per week employees. Payment of unused sick leave hours shall be made at the employee's actual hourly rate of pay.

### **8.6 Sick leave and Vacation Conversion procedure**

CCFD employees have the opportunity to roll over accrued sick leave and vacation into their existing 457 account each year. These rollovers are counted toward the annual 457 limit, as set by the IRS annually. (Over 50 catch-up and other additional contribution amounts are not eligible for this program.) For example, in 2013, the maximum amount an employee can contribute to their 457 account is \$17,500. Any conversion of accrued sick or vacation leave is counted toward that maximum; if an employee requests to roll over more than the annual 457 cap, only the amount up to the cap will be converted.

#### Sick leave

Annual conversion amount = maximum 300 hours.

Maximum lifetime amount = maximum 600 hours.

Each hour the employee converts is deducted from the total amount of sick leave payout upon retirement. Therefore, if over the course of an employee's employment he converts 600 hours of sick leave into the 457 plan, that employee is not eligible to be paid out for any sick leave upon retirement. Only accrued leave is eligible for conversion. The employee must have a remaining bank of 240 hours after the conversion, in order to be eligible to participate.

If the employee is retiring within the upcoming fiscal year, the 300-hour annual cap does not apply. Request for this conversion must still be submitted by March 1. If the request is not submitted by this date and the employee retires within the upcoming fiscal year, the option to convert to the 457 plan is not available.

If an employee separates employment from CCFD prior to retirement and has participated in the Leave Conversion program, a number of hours equal to the dollar amount that was originally converted to the 457 will be deducted from the employee's accrued vacation leave bank. If the employee does not have enough hours in the accrued bank to cover the deduction, the employee agrees to reimburse the department the remaining balance.

#### Vacation leave

Only accrued leave is eligible for conversion.

#### Procedure

1. Request must be submitted to HR by March 1 of each year.
2. Approved conversions will take place in July of that same year.
3. Employee's leave banks will be reduced by the amount converted to the 457 plan.

#### 8.7 Light Duty instead of Sick Leave

Employees who are off work on a non-work related injury may request to be assigned to light duty on a 40-hour work schedule with their doctor's approval, subject to the approval of the Fire Chief. Exceptions to this section may be made if they are in the best interest of the Department and approved by the Fire Chief.

### **SECTION 9 BEREAVEMENT LEAVE**

In the event of a death in the immediate family of an employee, absence from duty shall be allowed not to exceed forty-eight (48) hours. For the purposes of this rule, "immediate family" means father, mother, husband, wife, son, daughter, sister, brother, grandparents, mother-in-law, father-in-law or domestic partner. These hours must be taken within four weeks of the death, and must be used in increments of no less than 12 hours. The Fire Chief can approve additional leave for special circumstances.

In the event of the death of a relative not a member of the immediate family, absence from duty shall be allowed not to exceed twenty-four (24) consecutive hours. Leave must be taken within four weeks of the death and must be used in increments of no less than 12 hours. Special consideration will also be given to any other person whose association with the employee was similar to the aforementioned relationship.

Such absences shall not be charged to sick leave.

### SECTION 10 INDUSTRIAL ACCIDENT LEAVE

#### 10.1

Industrial accident leave means the absence from duty of an employee because of a work-incurred

illness or bodily injury when such absence has been accepted for coverage under the provision of the Workers' Comp laws of the State of California, and such leave shall not be deducted from the employee's sick leave balance. As a condition of receiving pay under this rule, the employee shall be required to assign or endorse to the Department any temporary disability compensation received as a result of Workers' Compensation Insurance Program during such a period of pay for the Department. Safety employees shall be provided benefits pursuant to Section 4850 of the Labor Code of the State of California and other applicable state law.

#### 10.2 Benefits during disability

No represented employee shall be denied the normal accrual of vacation or sick leave benefits during a period of disability covered by Section 4850 of the Labor Code.

#### 10.3 Light Duty while on Industrial Accident Leave

Employees who are on Industrial Accident Leave may be assigned by the Department to light duty with their doctor's approval. Light duty will typically be on a 40-hour workweek schedule (4 10-hour workdays). Exceptions to this section may be requested by the employee or made by the Department, if they are in the best interest of the Department and approved by the Fire Chief.

### 11.0 OTHER LEAVES

#### 11.1 Military Leave

Military leave shall be granted by the Department in accordance with the provisions of State and Federal laws. There may be a deduction for any military compensation that the employee receives for service during the period they are receiving full pay from the Department, if permitted by law. All employees taking military leave shall give the Department an opportunity, within the limits of military regulations, to determine when such military leave shall be taken.

#### 11.2 Family and Medical Leaves

Employees are entitled to twelve (12) weeks of Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) leave in a twelve (12) month period providing the employee meets the eligibility requirements of the leave(s). During this period, the employee may be able to use accrued leaves to receive pay. During FMLA or CFRA leaves, the Department is required to maintain benefit coverage for the employee, providing the employee pays any portion of the premium not covered by the Department's premium contribution. Upon returning from FMLA or CFRA, the Department is required to reinstate the employee to the same or equivalent position. In maternity leave situations, the Department is required to comply with all applicable pregnancy leave laws which could allow up to a maximum of four (4) months of Pregnancy Disability Leave in addition to other FMLA or CFRA leaves.

#### 11.3 Other Leaves of Absence With or Without Pay

The Chief Administrative Officer may, for good cause, grant other leaves of absence with or without pay. At the end of this period, if the employee does not return to their former position, all employment rights shall be deemed terminated.

#### 11.4 Jury Duty

Every full-time employee of the Department who is called and required to report to jury duty shall be entitled to leave from their duties with the Department during the period of such service. Under such circumstances, the employee shall be paid the difference between their full salary and any payment received by them, except travel pay, for such duty.

#### 11.5 Absence Without Leave

Failure on the part of any employee, absent without leave, to report to duty at their regularly scheduled starting time may be cause for disciplinary action.

#### 11.6 Catastrophic Leave

##### 11.6.1 Purpose

To provide a means for employees to donate personal leave time to other fellow employees who are experiencing a catastrophic life event, are unable to work and have drained their own bank of leave time.

##### 11.6.2 Procedure

Leave credits may be transferred from one or more donating employees to another receiving employee under the following circumstances:

The receiving employee or their immediate family member has sustained a serious illness or injury expected to last 30 days or more, and the employee has exhausted, or is anticipated to exhaust, all of their paid accrued leave.

The receiving employee has requested participation in catastrophic leave in order to continue in pay status and this request has been approved by the Fire Chief, who may require medical verification of the condition and expected period of absence.

Other employees have applied to donate vacation, compensatory time and/or holiday time to the employee by submission of the Catastrophic Leave Time Donation form. Donations must be four hours or more and will be taxed in accordance with Federal and State tax laws.

The Department will transfer such time from the donating employees, converting it to the receiving employee's sick leave balance on an hour-for-hour basis to be used at the receiving employee's pay rate.

Transfer of such time will be irrevocable, except in the event of the untimely death of the receiving employee, in which case donated time will be returned to donating employees on a last-donated, first-returned basis.

## **SECTION ~~10~~12 HEALTH AND WELFARE**

### **~~10~~12.1 Medical**

Medical insurance is provided in accordance with CalPERS Public Employees' Medical and Hospital Care Act (PEMHCA). During the term of the contract, the maximum Department contribution to the employee's monthly medical premium shall equal the three party basic premium for the Blue Shield HMO Bay Area region as offered by the CalPERS health program and this maximum Department contribution includes the PEMHCA statutory minimum. Should there be any changes to the availability of Blue Shield HMO, the Chief Officers and department will mutually agree on a replacement plan.

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Effective July 1, 2019, employees will pay 5% of the Department contribution amount. This contribution will not offset any amount in excess of the Department maximum contribution. Employees remain responsible for the difference between the Department maximum contribution and any higher premium plan selected by the employee.

Employees who have alternate coverage such as coverage through a spouse's employer's plan (NOT individual coverage) are eligible to receive cash in lieu of medical insurance at a rate of \$200 per month. Proof of alternate coverage is required annually to remain eligible for this program.

#### **12.1.1 Retiree Medical**

Employees hired by the Department before June 1, 2012 who subsequently retire with a minimum of five (5) years of services with the Department will receive a retiree medical benefit contribution equivalent to the amount necessary for enrollment in a single, two-party or family coverage up to the same maximum Department contribution for medical premiums as active employees. The 5% employee contribution does not continue into retirement.

Employees hired on or after June 1, 2012 shall receive the following contributions to a Retirement Health Savings Account, based on years of service with CCFD, in lieu of retiree medical coverage. Employee vesting is 0% until the end of year 5; then 100% vested as of the beginning of the 5<sup>th</sup> year. All years of service with Central County Fire Department will count toward vesting.

<b>Years of Service</b>	<b>Monthly Contribution</b>
0 years of service to the end of the 4 <sup>th</sup> year of service	2.0% of Base Salary
Beginning of the 5 <sup>th</sup> year of service to the end of the 19 <sup>th</sup> year of service	3.0% of Base Salary
Beginning of the 20 <sup>th</sup> year of service or more	5.0% of Base Salary

#### **12.2 Dental**

The Department provides a Dental Reimbursement Plan. The maximum reimbursement is \$2000 per person, per year. Retiree benefits are not available.

#### **12.3 Vision**

Eligible employees and their dependents shall be covered by a Vision Care Reimbursement Plan. Expenses covered include one eye exam per year, and up to \$435 to spend on glasses or contacts. A dependent receives the same coverage except that reimbursement is 50% of the employee's allowable cost.

#### **12.4 Life**

**912.4.1** The Department agrees to provide life insurance to the extent of one hundred thousand dollars (\$100,000) coverage for members of the bargaining unit.

**912.4.2** During the term of this Agreement, the Department agrees to pay for increases in the premiums for insurance, as described herein, up to the dollar amount listed above. Upon expiration of this Agreement, the Department will continue paying the dollar amount of premiums then being paid unless and until there is an agreement to pay a higher amount.

#### **~~40~~12.5 Flexible Health Spending Account (Section 125)**

During the term of this contract the Department will provide a Flexible Medical Spending Account option that employees may use to pay qualified medical and dependent care expenses with pre-tax dollars.

#### **~~40~~12.6 Long Term Disability**

Effective 01/01/2017, employees pay the premium for long term disability coverage directly to the Association members' LTD carrier.

### **SECTION ~~44~~13 ANNUAL CLOTHING ALLOWANCE**

Employees receive \$995 per fiscal year for clothing allowance. The allowance will be paid in accordance with PERS guidelines.

### **SECTION ~~42~~14 EXCHANGE OF ON DUTY TIME**

Upon the approval of the Fire Chief or his/her designee, represented employees shall be allowed to exchange on-duty time.

### **SECTION ~~43~~15 PROBATIONARY PERIOD**

**~~43~~15.1** All original appointments shall be tentative and subject to a probationary period of eighteen (18) months of actual service from the date of appointment. Upon satisfactory completion of such probationary period, employees shall be appointed as regular employees.

**~~43~~15.2** Employees may be suspended or separated from the Department at any time during the probationary period, except as otherwise provided by law.

**~~43~~15.3** All promotional appointments shall be tentative and subject to a probationary period of one (1) year from date of appointment. Upon satisfactory completion of such probationary period, employees shall be appointed as regular employees.

**~~43~~15.4** Any regular employee rejected during the probationary period following a promotional appointment, or prior to the conclusion of the probationary period, shall be reinstated to the position from which they were promoted unless conditions warrant their dismissal.

## **SECTION ~~44~~16 LAYOFF AND REINSTATEMENT**

### **~~44~~16.1 Layoffs Impacting Permanent Employees**

Permanent employees may be laid off, without prejudice, due to lack of funds or curtailment of work. No permanent employee, however, may be separated while there are temporary employees serving in the same class or position in the Department service, unless that employee has been offered the temporary work.

### **~~44~~16.2 Layoff and Reinstatement**

When the Fire Chief is instructed by the Chief Administrative Officer to reduce the number of employees, layoffs shall be made in accordance with the following rules:

**~~44~~16.2.1** Layoffs shall be by job classification according to reverse order of seniority.

**~~44~~16.2.2** An employee may demote or transfer to a vacant position for which he/she possesses the necessary skills as determined by the minimum qualifications and job specifications for the position.

**~~44~~16.2.3** The name of each employee laid off shall be entered on a Reinstatement List in order of seniority for three (3) years.

**~~44~~16.3** Former employees appointed from a Reinstatement list shall be restored all rights accrued prior to being laid off such as sick leave, vacation credits and credit for years of service. However, such reinstated employees shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off.

**~~44~~16.4** The Department further agrees to meet and confer and reach mutual agreement prior to said layoff concerning all ramifications of the proposed layoff.

## **SECTION ~~45~~17 OUTSIDE EMPLOYMENT**

**~~45.1~~** Outside employment by a Department employee shall be a privilege subject to the approval of the Chief Administrative Officer or the Fire Chief.

## **SECTION ~~46~~18 SENIORITY**

### **~~46.1~~—Definition of Seniority**

Seniority shall be determined by continuous service in the Fire Department calculated from the date of employment. Continuous service shall be broken by only unauthorized leave of absence, resignation, discharge or retirement. Employees with the same employment date shall be assigned to the seniority list in the order of their appointment.

## **SECTION ~~47~~19 RETIREMENT**

**~~47~~19.1** The Department shall maintain a contract with the Public Employee's Retirement System for retirement benefits based upon the 3% @ 55 Local Safety Plan (GC Section 21362.2) for Safety employees designated as "Classic" members by PERS. Safety employees designated as "New" members by PERS shall receive the 2.7% @ 57 benefit.

**~~47~~19.2** The Department shall maintain Credit for Unused Sick Leave. The employee can elect to convert any unused sick leave to service credit upon retirement (2,000 hours of sick leave equals one year of service credit) (GC Section 20965). (See section 8.5 for conversion)

**~~47~~19.3** The Department shall maintain Cancellation of Payment for Optional Service Credit Upon Retirement for Industrial Disability (GC Section 21037).

**~~47~~19.4** The Department shall maintain Fourth Level of 1959 Survivor Benefits (GC Section 21574).

**~~47~~19.5** The Department shall maintain Post-Retirement Survivor Allowance (GC Section 21624, 21626 and 21628) continuance level of one-half (1/2) of retired member's unmodified allowance payable to surviving spouses, which upon the death of a retiree will not cease upon remarriage of the surviving spouse (GC Section 21635).

**~~47~~19.6** The Department shall maintain One-Year Final Compensation (GC Section 20042) for "Classic" employees and a three-year final average compensation for "New" employees, as defined by PERS.

**~~47~~19.7** Effective December 28, 1992, employees' PERS contributions shall be administered in accordance with IRS Code Section 414(h)(2); "Classic" employees shall pay the nine percent (9%) employee contribution plus an additional four percent (4%) employee contribution for a total of 13% employee contribution.

"New" employees as defined by PERS shall pay 50% of the total normal cost of the retirement benefit.

**~~47~~19.8** The Department shall maintain Military Service Credit as Public Service (GC Section 21024).

**~~47~~19.9** The Department shall maintain Prior Service Credit (GC Section 20055).

**~~47~~19.10** The Department shall maintain Retired Death Benefit (\$500) (GC Section 21620).

**~~47~~19.11** The Department shall maintain Death Benefit Continuation; death benefits will continue to be paid to the spouse of a member who died prior to retirement should the spouse remarry (GC Section 21551).

## **SECTION ~~48~~20 GRIEVANCE PROCEDURE**

### **~~48~~20.1 Definitions**

18.1.1 "Days" as used herein shall be days when Fire Administration is open for business.



**1820.1.2** A "grievance" is any dispute over the interpretation or application of any provision of this Memorandum of Understanding, or the application of any rules or regulations governing personnel practices or working conditions. A grievance may not be initiated to challenge the Department's proper implementation, modification or elimination of rules or regulations governing personnel practices and working conditions not specifically referenced or included in this MOU.

**1820.1.3** "Grievant" is an individual employee and/or employee organization adversely affected by any dispute over the interpretation or application of any provision of this Memorandum of Understanding or the application of any rules or regulations governing personnel practice or working conditions.

**1820.2** Steps

**1820.2.1** Step 1 - The grievant shall discuss the grievance with his/her supervisor (Deputy Chief) within fifteen (15) days of actual or constructive knowledge of the existence of the grievance. The supervisor (Deputy Chief) shall orally answer the grievant within four (4) days.

**1820.2.2** Step 2 - If the grievant is dissatisfied with the answer and desires to pursue the matter, the grievance shall be submitted in writing to the Fire Chief or his/her designee within fifteen (15) days after receipt of the immediate supervisor's oral answer.

The written grievance must state the following:

- ☐ Name
- ☐ Classification
- ☐ Section or sections of Memorandum of Understanding allegedly violated
- ☐ Remedy sought

Within ten (10) days of receipt of the written grievance, the Fire Chief or his/her designee will meet with the grievant to discuss the grievance. The Fire Chief or his/her designee shall give a written answer to the grievant within five (5) days after the date of the Step 2 meeting.

**1820.2.3** Step 3 - If the grievance is not resolved at Step 2, it may be appealed to the Chief Administrative Officer of the Fire Department within fifteen (15) days after the receipt of the Step 2 answer. Said appeal shall be in the form of a written request to proceed to Step 3, along with the written grievance.

The Chief Administrative Officer or his/her designee shall meet with the grievant to discuss the grievance. The Chief Administrative Officer or his/her designee shall give a written answer to the grievant within ten (10) days after the date of the meeting.

**1820.2.4** Step 4 - If not satisfied with the decision at Step 3, the grievant, within fifteen (15) days after receipt of the Step 3 response, may request in writing that the grievance be submitted to mediation. The parties may mutually agree to proceed with mediation within five (5) days after the receipt of the request by the grievant. If the parties do not agree to mediate the grievance and the grievant elects to advance the grievance, the grievant may directly advance the grievance to Step 5 and skip Step 4 mediation. If, however, the parties

mutually agree to mediation, the time line to advance the grievance to Step 5 shall not begin to run until the conclusion of mediation.

If the parties agree to proceed with mediation, the State Mediation and Conciliation Service (SMCS) shall be contacted to provide a mediator. Both parties must mutually agree to utilize the mediator proposed by SMCS. In the event either party does not accept the proposed mediator, another name shall be requested from SMCS.

The mediator shall work with both parties in an effort to achieve a mutually acceptable settlement. The mediator shall be allowed to caucus with each party to explore settlement options. The mediator's recommendations shall be given orally to the parties and shall be non-binding. No evidence regarding mediation efforts or the mediator's recommendations shall be introduced in any arbitration, judicial or administrative proceeding.

**1820.2.5 Step 5** – If the grievant is not satisfied with the decision at Step 3 and elects to proceed directly to arbitration, or if the parties mutually agreed to mediation and were unable to settle the grievance at Step 4, the grievant, within fifteen (15) days after the receipt of the written decision at Step 3 or the conclusion of mediation at Step 4, shall inform the Department, in writing, of the grievant's intent to submit the grievance to arbitration.

An arbitrator shall be selected by mutual agreement. If no agreement can be reached within five (5) days of the notice, the parties shall request that the State Mediation and Conciliation Service provide a list of five (5) names of persons experienced in hearing grievances. Each party shall alternately strike a name until only one name remains. The order of strike shall be determined by lot. The decision of the arbitrator shall be final and binding upon all parties.

The arbitrator will have no power to add to, subtract from, change or modify any terms of this Agreement.

The fees and expenses of the arbitrator and any agreed upon court reporter shall be borne equally by the parties. If an individual pursues arbitration without the Union's participation, said individual shall share equally in the cost with the Department, except for arbitrations involving discipline for which the Department shall pay for all fees and expenses of the arbitrator. All other expenses shall be borne by the party incurring them.

### **1820.3** Failure to Advance

The grievant's failure to advance a grievance to the next step within the time limits shall be a voluntary abandonment of the grievance and the grievant shall not thereafter be entitled to pursue said grievance. The grievance will be deemed settled.

The Department's failure to respond within the time limits set forth shall entitle the grievant to advance the grievance to the next step.

Notwithstanding the timelines contained in this grievance procedure, the parties may mutually agree in writing to extend any timeline. The extension of a timeline in any instance does not constitute a waiver of the Department's right to enforce timelines thereafter.

### **1820.4** Representation

A grievant shall be entitled to be represented by a member of the Chief Officer group and/or an attorney at any grievance meeting or discussion described in any one (1) of the steps of the grievance procedure; provided, however, in no event shall more than one (1) Department employee, in addition to the grievant, attend such grievance meetings. The limitations of this Section shall apply to employees on paid release time and not to Union staff or witnesses who may be necessary to the grievance.

Neither the grievant nor his/her representative shall suffer loss of pay for attending the meetings described in the steps of the grievance procedure.

Except for grievance meetings described in the steps of the grievance procedure, neither grievant nor any representative of the grievant shall be entitled to use regular work time to process the grievance.

#### **4820.5** Other Procedures

The grievance procedure set forth herein shall supersede and replace any other grievance or appeal procedures otherwise available to represented employees and are deemed sufficient to satisfy procedural due process requirements for such hearings and/or appeals. To the full extent permitted or allowed by State and Federal law, by submitting the grievance to arbitration, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. Both the Department and Union recognize that the decision rendered in the arbitration process is binding on all parties.

### **SECTION 4921 DISCIPLINE**

The Department shall have the right to discipline bargaining unit employees for just cause.

All bargaining unit members under investigation or subject to disciplinary action shall be afforded all rights provided by law (including the Firefighters Procedural Bill of Rights) as well those provided in this MOU and CCFD policy. All investigations shall be conducted without bias and all discipline shall be implemented in a fair and consistent manner.

#### **4921.1** Written Reprimand

The written reprimand will document the date, time and place of the inappropriate behavior or performance, future expectations of the employee and consequences should the inappropriate behavior or performance continue. Written reprimands will be placed in the official personnel file in the HR Department.

#### **4921.2** Suspension Without Pay

The Fire Chief may suspend without pay an employee from his/her position at any time for disciplinary purposes with just cause. Suspension without pay shall not exceed thirty (30) calendar days without confirmation by the department's governing board. Such suspension shall be in accordance with applicable State and Federal laws. The employee shall be entitled to appeal the action in accordance with the grievance procedure of this Agreement.

### **1921.3** Demotion

No permanent employee shall be demoted for disciplinary reasons without just cause, and no employee shall be demoted to a position for which he/she does not possess the necessary skills as determined by the minimum qualifications and job specifications for the position. The Department shall give written notice of demotion to the employee ten (10) days before the effective date of the demotion. The employee shall be entitled to appeal the action in accordance with the grievance procedure of this Agreement.

### **1921.4** Termination

A permanent employee may be discharged for just cause. Such discharge shall be in accordance with applicable State and Federal laws. The employee shall be entitled to appeal the action in accordance with the grievance section of this Agreement.

**1921.5** Employees may appeal final discipline (post-Skelly) to final and binding arbitration pursuant to Section 18.2.5 of this MOU.

## **SECTION 2022** **RIGHTS**

### **2022.1** Department Rights

The Department hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution of the United States, the Constitution of California, the laws of the United States, the laws of California and the ordinances and resolutions of the Department and shall be limited only by the express and specific terms of the Memorandum.

### **2022.2** Employee Rights

Nothing contained in this memorandum of understanding shall prohibit the Chief Officers from meeting and conferring on matters within the scope of representation as provided by law. The Department acknowledges the employees and the Chief Officers retain all the rights under Section 3500 et. Seq. of the California Labor Code.

## **SECTION 2123** **EFFECT OF AGREEMENT**

This Memorandum of Understanding shall supersede any prior Memoranda of Understanding, rules, regulations or ordinances in direct conflict with the provisions hereof. The Department acknowledges the employees and the Fire Administrators retain all the rights under Section 3500 et. Seq. of the California Labor Code.

## **SECTION 2224** **MODIFICATION**

There will be no alteration or modification of any provision contained in this Memorandum without the written consent of all parties hereto.

**SECTION ~~23~~25 TOTAL AGREEMENT**

This Memorandum of Understanding constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties reached agreement. Any matter not contained in this Memorandum has not been agreed upon and, if raised in negotiations, was dropped by the party raising it as part of a good faith attempt to reach agreement.

For a period of two (2) years following the ratification of this agreement, any item brought to the Fire Chief that directly impacts provisions hereto will be negotiated by mutual agreement. Other issues brought forward by either party that have been established or substantiated by past practice, prior written policies, procedures or guidelines or other similar documentation shall be discussed by the parties and the parties will meet and confer on any changes and/or their impact on the Department.

**SECTION ~~24~~26 SEPARABILITY OF PROVISIONS**

Should any section, clauses or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

**SECTION ~~25~~27 TERM**

The term of this agreement is ~~three-one (31)~~ years, beginning on July 1, ~~2019-2022~~ through June 30, ~~2022~~2023.

Either party may initiate the Meet and Confer process for the next subsequent Memorandum of Understanding; the moving party shall notify the other party in writing no earlier than one hundred twenty (120) days prior to the expiration of this MOU. The Meet and Confer process shall begin no later than 90 days prior to the expiration of this MOU.

~~Lisa K. Goldman~~ Ann Ritzma, Chief Administrative Officer  
Tim Louis, Chief Officer

Date: \_\_\_\_\_ Date: \_\_\_\_\_

~~Ann Ritzma~~ Lisa K. Goldman, City Manager  
~~Jeff Baker, Chief Officer~~

Date: \_\_\_\_\_ Date: \_\_\_\_\_



## APPENDIX A

### CHIEF OFFICERS UNIT SALARY SCHEDULE

July 4, 2022

<u>Battalion Chief</u>	<u>Bi-weekly</u>	-	<u>6,792.41</u>	<u>7,132.03</u>	<u>7,488.63</u>	<u>7,863.06</u>	<u>8,256.21</u>
<u>56 hour</u>	<u>Monthly</u>	-	<u>14,716.89</u>	<u>15,452.73</u>	<u>16,225.37</u>	<u>17,036.63</u>	<u>17,888.46</u>
-	<u>Annually</u>	-	<u>176,602.66</u>	<u>185,432.78</u>	<u>194,704.38</u>	<u>204,439.56</u>	<u>214,661.46</u>
-	-	-	-	-	-	-	-
<u>Battalion Chief</u>	<u>Bi-weekly</u>	-	<u>7,369.76</u>	<u>7,738.25</u>	<u>8,125.16</u>	<u>8,531.42</u>	<u>8,957.99</u>
<u>40 hour</u>	<u>Monthly</u>	-	<u>15,967.81</u>	<u>16,766.21</u>	<u>17,604.51</u>	<u>18,484.74</u>	<u>19,408.97</u>
-	<u>Annually</u>	-	<u>191,613.76</u>	<u>201,194.50</u>	<u>211,254.16</u>	<u>221,816.92</u>	<u>232,907.68</u>
-	-	-	-	-	-	-	-
<u>Fire Marshal</u>	<u>Bi-weekly</u>	-	<u>7,369.76</u>	<u>7,738.25</u>	<u>8,125.16</u>	<u>8,531.42</u>	<u>8,957.99</u>
<u>40 hour</u>	<u>Monthly</u>	-	<u>15,967.81</u>	<u>16,766.21</u>	<u>17,604.51</u>	<u>18,484.74</u>	<u>19,408.97</u>
-	<u>Annually</u>	-	<u>191,613.76</u>	<u>201,194.50</u>	<u>211,254.16</u>	<u>221,816.92</u>	<u>232,907.68</u>



AGENDA ITEM: 11c

## STAFF REPORT

MTG. DATE: Dec. 14, 2022

TO: Board of Directors

DATE: December 14, 2022

FROM: Bruce Barron, Fire Chief

APPROVED BY: *Ann Ritzma*  
Ann E. Ritzma, CAO

SUBJECT: Resolution authorizing the Chief Administrative Officer to execute the purchase of one staff vehicle and two staff pick-up trucks

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### **Recommendation:**

Staff recommends the Board approve the resolution authorizing the Chief Administrative Officer to execute the purchase of one staff vehicle and two staff pick-up trucks.

### **Background:**

At the June 8, 2022 Board meeting, the Board approved the purchase of two staff pick-up trucks. Due to supply-chain issues the order was canceled by the vendor and the funds remain in the vehicle replacement fund.

The FY 22/23 adopted budgeted includes replacement funds for two staff vehicles in the amount of \$75,000. Staff is requesting to purchase one of these vehicles and the two pick-up trucks previously approved.

Staff has procured quotes from a GSA certified dealer. The cost of the new vehicle is \$32,088.76. The quote received for the two pick-up trucks gives 2022 pricing which is subject to change in 2023. Staff is requesting that the Board approve a purchase price of \$90,686.15 with a 10% contingency to allow for any price increase for the new pick-up trucks.

The new vehicle will be assigned to the Prevention Division to be utilized by the WUI inspectors. The two pick-up trucks will be assigned to personnel in the Training Division.

### **Fiscal Impact:**

The proposed cost of the three new vehicles is \$122,774.91, and with a 10% contingency on the trucks, if needed, the total cost is \$131,843.53. There are sufficient funds in the replacement fund for this purchase.



**Attachments:**

1. Resolution authorizing the Chief Administrative Officer to execute the purchase of three staff vehicles
2. Quote from Elk Grove/Winner Chevrolet for Chevy Bolt
3. Quote from Elk Grove/Winner Chevrolet for 2 Pick-up Trucks

**RESOLUTION NO. 22-25**

**RESOLUTION AUTHORIZING THE CHIEF ADMINISTRATIVE OFFICER TO EXECUTE THE  
PURCHASE OF ONE STAFF VEHICLE AND TWO STAFF PICK-UP TRUCKS**

**RESOLVED**, by the Board of Directors of the Central County Fire Department, County of San Mateo, State of California that,

**WHEREAS**, at the June 8, 2022 meeting, the Board approved the purchase of two staff pick-up trucks in the amount of \$90,686.15 ; and

**WHEREAS**, the vendor was unable to fill the order due to supply chain issues; and

**WHEREAS**, the monies remain in the vehicle replacement fund; and

**WHEREAS**, the FY 22/23 adopted budgeted includes replacement funds for two staff vehicles in the amount of \$75,000; and

**WHEREAS**, staff is requesting approval to purchase one staff vehicle in the amount of \$32,088.76 and the two pick-up trucks with a 10% contingency in pricing;

**WHEREAS**, the new vehicles will be assigned to the Prevention Division and Training Division; and

**WHEREAS**, the cost of the new vehicles is \$122,774.91, and if needed, total cost is \$131,843.53 with a 10% contingency for the pick-up trucks; and

**WHEREAS**, there are sufficient funds in the replacement fund for this purchase.

**NOW THEREFORE, BE IT FURTHER RESOLVED** that the Board of Directors of the Central County Fire Department adopts the resolution authorizing the Chief Administrative Officer to execute the purchase of one staff vehicle and two pick-up trucks.

Approved at a regular meeting of the Board of Directors held by teleconference this 14<sup>th</sup> day of December, 2022.

Signed: \_\_\_\_\_  
Ricardo Ortiz, Chair

Attest: \_\_\_\_\_  
Rubina Ellam, Secretary

I hereby certify that the foregoing is a true and correct copy of Resolution 22-25 adopted by the Board of Directors of Central County Fire Department, at its regular meeting held by teleconference on the 14<sup>th</sup> day of December 2022 by the following vote of the members thereof:

AYES:	Board Members:	_____
NOES:	Board Members:	_____
ABSENT:	Board Members:	_____
ABSTAIN:	Board Members:	_____

# Elk Grove Auto / Winner Chevrolet

8575 Laguna Grove Drive  
Elk Grove, CA 95757  
(916)509-8598 - Desk  
(916)792-3672 - Cell

To:  
Ed Sterling  
Central Co Fire

DATE December 8, 2022  
Quotation # 1971R

Prepared by: Andrew Villareal

(650) 444-3478

Comments or special instructions: Vehicle build and options are in additional pages.  
State Contract # 1-18-23-20D

Description	AMOUNT
Line #24 2023 Chevy 2500 Crew Cab 4X4	\$ 34,779.00
Options (Refer to Window Sticker):	\$ 2,990.00
Upgrade to LT	\$ 3,500.00
These prices for Chevy 2500 are just place holders. There will be	
increases for the Chassis for the 2024's. The County Understands that a PO will have	
to be modified once current pricing is available.	
**** Please review, sign, and return a copy of the quote and **** **** specs with the PO or the vehicle will not be ordered. **** ****Shipping charge added for deliveries beyond Sacramento. No charge for will call.****	
Subtotal	\$ 41,269.00
DOC Fee	\$ 85.00
(Order Acknowledgment Signature) (Date) Taxable Subtotal:	\$ 41,354.00
Tax Rate(Subject to change): 9.625%	\$ 3,980.32
CA Tire Fee: \$1.75 / Per Tire	Tire Fee: \$8.75
	Delivery Charge: \$ -
	Per Vehicle: \$ 45,343.07
QTY 2	Grand Total \$ 90,686.15

If you have any questions concerning this quotation, contact Andrew Villareal at (916)509-8598 or email at AVillareal@LasherAuto.com

THANK YOU FOR YOUR BUSINESS!

# Elk Grove Auto / Winner Chevrolet

8575 Laguna Grove Drive  
Elk Grove, CA 95757  
(916)509-8598 - Desk  
(916)792-3672 - Cell

To:  
Ed Sterling  
Central Co Fire

DATE November 28, 2022  
Quotation # 2318

Prepared by: Andrew Villareal

(650) 444-3478

Comments or special instructions: Vehicle build and options are in additional pages.  
State Contract # 1-22-23-10D

Description	AMOUNT
Line #12 2023 Chevy Bolt	\$ 29,180.00
Options (Refer to Window Sticker):	
**** Please review, sign, and return a copy of the quote and **** **** specs with the PO or the vehicle will not be ordered. **** ****Shipping charge added for deliveries beyond Sacramento. No charge for will call.****	
Subtotal	\$ 29,180.00
DOC Fee	\$ 85.00
(Order Acknowledgment Signature) (Date) Taxable Subtotal:	\$ 29,265.00
Tax Rate(Subject to change): 9.625%	\$ 2,816.76
CA Tire Fee: \$1.75 / Per Tire	Tire Fee: \$7.00
	Delivery Charge: \$ -
	Per Vehicle: \$ 32,088.76
QTY	Grand Total \$ -

If you have any questions concerning this quotation, contact Andrew Villareal at (916)509-8598 or email at AVillareal@LasherAuto.com

THANK YOU FOR YOUR BUSINESS!



## Winner Chevrolet / Lasher Fleet

Andrew Villareal | 916-792-3672 | avillareal@lasherauto.com

[Fleet] 2023 Chevrolet Bolt EV (1FB48) 5dr Wgn 1LT (11) (✔ Complete)



**Note:**Photo may not represent exact vehicle or selected equipment.

[Fleet] 2023 Chevrolet Bolt EV (1FB48) 5dr Wgn 1LT (11)

Prepared By  
Andrew Villareal  
Winner Chevrolet / Lasher Fleet  
916-509-8598-Desk  
916-792-3672-Cell  
avillareal@lasherauto.com

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## Winner Chevrolet / Lasher Fleet

Andrew Villareal | 916-792-3672 | avillareal@lasherauto.com

### Table of Contents

- Vehicle Image
- Dealership Information
- Window Sticker
- Standard Equipment
- Weight Rating
- Technical Specifications

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### Dealership Information

\*\*\*PLEASE REVIEW THE "WINDOW STICKER," QUOTE, AND ALL INCLUDED INFORMATION AND SPECIFICATIONS FOR ACCURACY. IF A PURCHASE ORDER IS ISSUED, PLEASE INCLUDE A SIGNED COPY OF THIS QUOTE WITH THE "WINDOW STICKER." BY THIS QUOTE BEING SIGNED AND RETURNED BY THE PURCHASING AGENCY, THE PURCHASING AGENCY ACKNOWLEDGES THAT THE VEHICLE CONFIGURATION AND PRICE ARE ACCURATE. \*\*\*\*\*TAX IS NOT INCLUDED IN THE QUOTE PRICE. PURCHASING AGENCY IS RESPONSIBLE FOR CALCULATING TAX. THE TAX RATE IS BASED ON THE REGISTRATION ADDRESS AND CANNOT BE A PO BOX. \*\*\*\*\*IF THE VEHICLE IS GOING TO BE DELIVERED BEYOND F.O.B. SACRAMENTO, ADDITIONAL COST WILL BE REQUIRED. \*\*\*

Thanks!

### Prepared By:

Andrew Villareal  
Winner Chevrolet / Lasher Fleet  
916-792-3672  
avillareal@lasherauto.com

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# Winner Chevrolet / Lasher Fleet

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[Fleet] 2023 Chevrolet Bolt EV (1FB48) 5dr Wgn 1LT (11) ( Complete )

## Window Sticker

### SUMMARY

[Fleet] 2023 Chevrolet Bolt EV (1FB48) 5dr Wgn 1LT

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, none

Electric drive unit, (200 hp [150 kW] 266 lb-ft of torque [360 N-m])

### OPTIONS

CODE	MODEL	MSRP
1FB48	[Fleet] 2023 Chevrolet Bolt EV (1FB48) 5dr Wgn 1LT	
	<b>OPTIONS</b>	
1LT	1LT Preferred Equipment Group	\$0.00
AR7	Seats, front bucket	\$0.00
EN0	Engine, none	\$0.00
GAZ	Summit White	\$0.00
HVX	Jet Black, Cloth seat trim	\$0.00
IOS	Chevrolet Infotainment 3 Plus system	\$0.00
MMF	Electric drive unit, (200 hp [150 kW] 266 lb-ft of torque [360 N-m])	\$0.00
NC9	Emissions, California ZEV	\$0.00
QBM	Tires, P215/50R17 all-season blackwall, Michelin Selfseal puncture-sealing	\$0.00
R9L	Deleted 3 Years of Remote Access.	\$0.00
RGA	Wheels, 17" (43.2 cm) Silver painted aluminum	\$0.00
VKD	License plate bracket, front mounting	\$0.00
VQ2	Fleet processing option	\$0.00
YF5	Emissions, California state requirements	\$0.00

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# Winner Chevrolet / Lasher Fleet

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[Fleet] 2023 Chevrolet Bolt EV (1FB48) 5dr Wgn 1LT (11) (  Complete )

TOTAL PRICE

\$26,595.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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## Winner Chevrolet / Lasher Fleet

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[Fleet] 2023 Chevrolet Bolt EV (1FB48) 5dr Wgn 1LT (11) (  Complete )

### Standard Equipment

#### Package

Chevrolet Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

#### Mechanical

Engine, none

Electric drive unit, (200 hp [150 kW] 266 lb-ft of torque [360 N-m])

Keyless start, push button

Final drive ratio, 7.05:1

Front wheel drive

Suspension, Performance ride and Handling

Suspension, front independent

Suspension, rear, semi-independent, compound crank

Battery, Propulsion, Lithium-ion, Rechargeable Energy Storage System

Electric Propulsion

Electronic Precision Shift, button and trigger based drive unit interface includes One Pedal Driving button

Steering wheel controls, Regen on Demand, steering wheel paddle, regenerative braking

DC fast charging

Charging module, 11.5 kW high-voltage

Battery, 12-volt with rundown protection

Steering, power, non-variable ratio, electric

Brakes, 4-wheel antilock, 4-wheel disc

Brake, electronic parking

#### Exterior

Wheels, 17" (43.2 cm) Silver painted aluminum (STD)

Tires, P215/50R17 all-season blackwall, Michelin Selfseal puncture-sealing (STD)

Recovery hook, front

Recovery hook, rear

Headlamp control, automatic on and off

Headlamps, LED

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[Fleet] 2023 Chevrolet Bolt EV (1FB48) 5dr Wgn 1LT (11) ( Complete )

### Exterior

IntelliBeam, auto high beam

Lamp, center high-mounted stop/brake (CHMSL), LED

Lamps, stop and tail, LED

Mirrors, outside heated power-adjustable, Black, manual-folding

Glass, solar absorbing

Wipers, front intermittent, variable with washers

Wiper, rear intermittent with washer

Door handles, body-color

Liftgate handle

### Entertainment

Chevrolet Infotainment 3 Plus system 10.2" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period. (STD)

Audio system feature, 6-speaker system

Audio system feature, SD card receptacle

Wireless Apple CarPlay/Wireless Android Auto capability

SiriusXM Radio with 360L Equipped with SiriusXM with 360L. Enjoy a trial subscription of the Platinum Plan for the full 360L experience, with a greater variety of SiriusXM content, a more personalized experience and easier navigation. With the Platinum Plan, you can also enjoy your favorites everywhere you go, with the SiriusXM app, online and at home on compatible connected devices. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at [www.siriusxm.com](http://www.siriusxm.com) for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)

Wi-Fi Hotspot capable (Terms and limitations apply. See [onstar.com](http://onstar.com) or dealer for details.)

Antenna, roof-mounted, shark-fin, body-color

### Interior

Seats, front bucket

Charge cord, 120-volt, portable, NEMA 5 plug with SAE J1772 vehicle connection (Deleted when (K1T) Rear Seat Delete Package is ordered.)

Seat trim, cloth

Seat adjuster, driver 6-way manual

Seat adjuster, front passenger 6-way manual

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[Fleet] 2023 Chevrolet Bolt EV (1FB48) 5dr Wgn 1LT (11) (  Complete )

### Interior

Seat, rear 60/40 split-folding (Deleted when (K1T) Rear Seat Delete Package is ordered.)
Console, floor with armrest
Power outlet, auxiliary, located forward of the front storage bin
Floor mats, carpeted front (Deleted when LPO floor mats or LPO floor liners are ordered.)
Floor mat, carpeted rear (Deleted when (K1T) Rear Seat Delete Package is ordered or when LPO floor mats or LPO floor liners are ordered.)
Steering column, tilt and telescopic
Steering wheel, deluxe, flat-bottom
Steering wheel controls, mounted audio, phone and cruise control
Lighting, interior, dual reading
Driver Information Center 8" diagonal enhanced multi-color configurable graphic display with 2 themes and energy-use monitors
Display, vehicle efficiency with programmable charge times
Drive mode control switch (Normal and Sport)
Charge control, location based, selectable GPS enabled with programmable "home" charging setting
Charge control, programmable time of day with charging status indicator light on instrument panel
Windows, power with driver Express-Up and Down
Windows, power with front passenger Express-Down
Windows, power with rear Express-Down
Door locks, power programmable with lockout protection
Lock control, liftgate, power remote lock/unlock
Keyless Open, passive unlock and lock on all doors and liftgate
Remote Keyless Entry, extended range with remote start, panic button and door lock/unlock functions
Remote vehicle starter system includes Remote Keyless Entry
Cruise control, electronic with set and resume speed
Theft-deterrent system, electrical, unauthorized entry
Theft-deterrent system, immobilizer
Remote panic alarm
Air conditioning, single-zone automatic climate control
Air filter, cabin
Sensor, cabin humidity

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[Fleet] 2023 Chevrolet Bolt EV (1FB48) 5dr Wgn 1LT (11) (  Complete )

### Interior

Defogger, rear-window electric

Heat ducts, rear (Deleted when (K1T) Rear Seat Delete Package is ordered.)

Glovebox, passenger-side

Mirror, inside rearview manual day/night

Visors, driver and front passenger sliding vanity mirrors, covered

Assist handle, front passenger

Door handles, inside, chrome

Lighting, rear cargo compartment lamp

Cargo cover

Storage, rear cargo, double floor (Deleted when (K1T) Rear Seat Delete Package is ordered.)

Storage, rear cargo area, intended for charging cord, covered

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

### Safety-Mechanical

StabiliTrak, stability control system with Traction Control

Pedestrian safety signal, automated external sound generator at low speeds alerts pedestrians of vehicle presence

### Safety-Interior

Automatic Emergency Braking

Following distance Indicator

Airbags, driver and front passenger dual-stage frontal includes Passenger Sensing System; roof-rail side-impact and thorax side-impact seat-mounted for front and rear outboard seating positions; driver and front passenger knee (Deleted when (K1T) Rear Seat Delete Package is ordered, replaced with (AYG) airbags. (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera

Forward Collision Alert

Lane Keep Assist with Lane Departure Warning

Front Pedestrian braking

Seat belts, 3-point, driver and front passenger includes pretensioners and load limiters

Seat belts, 3-point, rear outboard and center position

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[Fleet] 2023 Chevrolet Bolt EV (1FB48) 5dr Wgn 1LT (11) (  Complete )

### Safety-Interior

Restraint provisions, child, Isofix 2 point only, point/latch, includes 3 top tether points (Deleted when (K1T) Rear Seat Delete Package is ordered.

Seat belt indicator, driver

Seat belt indicator, front passenger

Door locks, rear child security

Rear Seat Reminder

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor System, manual learn

Tire Fill Alert

3 years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

### Safety-Exterior

Daytime Running Lamps, LED with signature lighting

### WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Hybrid/Electric Components Years: 8

Hybrid/Electric Components Miles/km: 100,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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[Fleet] 2023 Chevrolet Bolt EV (1FB48) 5dr Wgn 1LT (11) (  Complete )

## Weight Ratings

WEIGHT RATINGS	
Front Gross Axle Weight Rating:	Rating Not Available
Rear Gross Axle Weight Rating:	Rating Not Available
Gross Vehicle Weight Rating:	Rating Not Available

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[Fleet] 2023 Chevrolet Bolt EV (1FB48) 5dr Wgn 1LT (11) ( Complete )

## Technical Specifications

### Powertrain

#### Transmission

Drivetrain	Front Wheel Drive	Trans Order Code	N/A
Trans Type	1	Trans Description Cont.	N/A
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	N/A
Reverse Ratio (:1)	N/A	Clutch Size	N/A
Final Drive Axle Ratio (:1)	7.05		

#### Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A	EPA MPG Equivalent - City	131
EPA MPG Equivalent - Hwy	109	EPA MPG Equivalent - Combined	120
Estimated Battery Range	259 mi		

#### Engine

Engine Order Code	EN0	Engine Type	Electric
Displacement	N/A	Fuel System	Electric
SAE Net Horsepower @ RPM	200	SAE Net Torque @ RPM	266

#### Electrical

Cold Cranking Amps @ 0° F (Primary)	N/A	Maximum Alternator Capacity (amps)	N/A
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#### Cooling System

Total Cooling System Capacity	N/A		
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### Vehicle

#### Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	N/A	EPA Greenhouse Gas Score	N/A
--	-----	--------------------------	-----

#### Vehicle

EPA Classification	Small Station		
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[Fleet] 2023 Chevrolet Bolt EV (1FB48) 5dr Wgn 1LT (11) ( Complete )

## Vehicle

### Vehicle

Wagon

## Chassis

### Weight Information

Base Curb Weight 3589 lbs

### Trailer

Dead Weight Hitch - Max Trailer Wt. N/A

Wt Distributing Hitch - Max Trailer Wt. N/A

Dead Weight Hitch - Max Tongue Wt. N/A

Wt Distributing Hitch - Max Tongue Wt. N/A

### Suspension

Suspension Type - Front MacPherson Strut

Suspension Type - Front (Cont.) w/Solid Stabilizer Bar

Shock Absorber Diameter - Front N/A

Stabilizer Bar Diameter - Front N/A

Suspension Type - Rear Compound Crank (Torsion Beam)

Suspension Type - Rear (Cont.) w/Coil Springs

Shock Absorber Diameter - Rear N/A

Stabilizer Bar Diameter - Rear N/A

### Tires

Front Tire Order Code QBM

Spare Tire Order Code N/A

Rear Tire Size P215/50R17

Rear Tire Order Code QBM

Front Tire Size P215/50R17

Spare Tire Size N/A

### Wheels

Front Wheel Size 17 x -TBD- in

Spare Wheel Size N/A

Rear Wheel Material Aluminum

Rear Wheel Size 17 x -TBD- in

Front Wheel Material Aluminum

Spare Wheel Material N/A

### Steering

Steering Type Column-Mounted Electric Pwr

Lock to Lock Turns (Steering) N/A

Steering Ratio (:1), Overall N/A

Turning Diameter - Curb to Curb N/A

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[Fleet] 2023 Chevrolet Bolt EV (1FB48) 5dr Wgn 1LT (11) ( Complete )

## Chassis

### Steering

Turning Diameter - Wall to Wall	34.8 ft
---------------------------------	---------

### Brakes

Brake Type	Partially Regenerative Electro-Hydraulic	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or )	Yes
Disc - Rear (Yes or )	Yes	Front Brake Rotor Diam x Thickness	11 x -TBD- in
Rear Brake Rotor Diam x Thickness	10 x -TBD- in	Drum - Rear (Yes or )	N/A
Rear Drum Diam x Width	N/A		

### Fuel Tank

Fuel Tank Capacity, Approx	N/A	Aux Fuel Tank Capacity, Approx	N/A
----------------------------	-----	--------------------------------	-----

## Dimensions

### Interior Dimensions

Passenger Capacity	5	Passenger Volume	93.9 ft³
Front Head Room	40.1 in	Front Leg Room	44.3 in
Front Shoulder Room	54.6 in	Front Hip Room	51.3 in
Second Head Room	37.87 in	Second Leg Room	36.01 in
Second Shoulder Room	52.76 in	Second Hip Room	50.63 in

### Exterior Dimensions

Wheelbase	102.4 in	Length, Overall	163.2 in
Width, Max w/o mirrors	69.5 in	Height, Overall	63.4 in
Track Width, Front	59.1 in	Track Width, Rear	59.1 in
Min Ground Clearance	5.35 in	Rear Door Opening Height	N/A
Rear Door Opening Width	N/A	Liftover Height	30.04 in

### Cargo Area Dimensions

Cargo Volume with Rear Seat Up	16.6 ft³	Cargo Volume with Rear Seat Down	57.0 ft³
Trunk Volume	N/A		

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[Fleet] 2023 Chevrolet Bolt EV (1FB48) 5dr Wgn 1LT (11) (  Complete )

## Dimensions

### Cargo Area Dimensions

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AGENDA ITEM: 13a

## STAFF REPORT

MTG. DATE: December 14, 2022

TO: BOARD OF DIRECTORS

DATE: December 14, 2022

FROM: Kristin Armbruster, Human Resources Manager

APPROVED BY: Ann Ritzma  
Ann E. Ritzma, CAO

SUBJECT: Resolution to Adopt the Salary Schedule for the Central County Fire Department

---

**Recommendation:**

Adopt the Resolution adopting the salary schedule for the Central County Fire Department.

**Background:**

The Chief Officers group has completed negotiations for a successor Memorandum of Understanding which includes salary increases. The salary schedule has been updated to reflect these changes.

The California Public Employees Retirement System requires the governing body to adopt the pay schedule at a public meeting.

**Fiscal Impact:**

There is no fiscal impact associated with this agenda item.

**Attachments:**

1. Resolution Adopting the Salary Schedule for Central County Fire Department
2. Central County Fire Department Salary Schedule, effective December 14, 2022

**RESOLUTION 22-26**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL COUNTY FIRE DEPARTMENT  
ADOPTING THE SALARY SCHEDULE FOR CENTRAL COUNTY FIRE DEPARTMENT**

**RESOLVED**, by the Board of Directors of the Central County Fire Department, County of San Mateo, State of California that,

**WHEREAS**, the Central County Fire Department has established compensation rates for all positions in Central County Fire Department; and

**WHEREAS**, the Central County Fire Department desires to provide competitive salaries and has determined that a cost of living increase is appropriate; and

**WHEREAS**, California Public Employees Retirement System requires a pay schedule to be adopted by the governing body of the agency at a public meeting; and

**WHEREAS**, the Central County Fire Department desires to meet the requirements of the Public Employees Retirement System; and

**WHEREAS**, the Central County Fire Department recently completed negotiations with the Chief Officer group for a successor Memorandum of Understanding that includes salary adjustments.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Central County Fire Department adopts the Salary Schedule with changes effective July 4, 2022:

Cost of living increases of 3.0% for the Chief Officer group, effective July 4, 2022.

Approved at a regular meeting of the Board of Directors at held by teleconference this 14<sup>th</sup> day of December, 2022.

SIGNED: \_\_\_\_\_  
Ricardo Ortiz, Chair

ATTEST: \_\_\_\_\_  
Rubina Ellam, Secretary

I hereby certify that the foregoing is a true and correct copy of Resolution 22-26 adopted by the Board of Directors of Central County Fire Department, at its regular meeting held by teleconference on the 14<sup>th</sup> day of December 2022 by the following vote of the members thereof:

AYES: Board Members: \_\_\_\_\_

NOES: Board Members: \_\_\_\_\_

ABSENT: Board Members: \_\_\_\_\_

ABSTAIN: Board Members: \_\_\_\_\_

**Central County Fire Department**  
**Salary Schedule - Adopted December 14, 2022**

**Clerical Unit**  
**Effective Date**

			A	B	C	D	E
<b>Office Assistant I</b>	Bi-weekly		<b>2,199</b>	<b>2,309</b>	<b>2,424</b>	<b>2,545</b>	<b>2,673</b>
7/4/2022	Monthly		4,765	5,003	5,252	5,514	5,791
	Annually		57,174	60,034	63,024	66,170	69,491
<b>Office Assistant II</b>	Bi-weekly		<b>2,419</b>	<b>2,540</b>	<b>2,667</b>	<b>2,800</b>	<b>2,940</b>
7/4/2022	Monthly		5,241	5,503	5,779	6,067	6,370
	Annually		62,894	66,040	69,342	72,800	76,440
<b>Administrative Assistant</b>	Bi-weekly		<b>2,721</b>	<b>2,857</b>	<b>3,000</b>	<b>3,150</b>	<b>3,308</b>
7/4/2022	Monthly		5,896	6,190	6,500	6,825	7,166
	Annually		70,746	74,282	78,000	81,900	85,995
<b>Management Assistant</b>	Bi-weekly		<b>3,266</b>	<b>3,429</b>	<b>3,600</b>	<b>3,780</b>	<b>3,969</b>
7/4/2022	Monthly		7,076	7,430	7,800	8,190	8,600
	Annually		84,916	89,154	93,600	98,280	103,194
<b>Accounting Technician</b>	Bi-weekly		<b>3,064</b>	<b>3,217</b>	<b>3,378</b>	<b>3,547</b>	<b>3,724</b>
7/4/2022	Monthly		6,639	6,970	7,319	7,685	8,069
	Annually		79,664	83,642	87,828	92,222	96,824
<b>Senior Accounting Technician</b>	Bi-weekly		<b>3,370</b>	<b>3,538</b>	<b>3,715</b>	<b>3,901</b>	<b>4,096</b>
7/4/2022	Monthly		7,302	7,666	8,049	8,452	8,875
	Annually		87,620	91,988	96,590	101,426	106,496
<b>Community Risk and Resiliency Specialist</b>	Bi-weekly		<b>3,867</b>	<b>4,060</b>	<b>4,263</b>	<b>4,476</b>	<b>4,700</b>
7/4/2022	Monthly		8,378	8,797	9,237	9,698	10,183
	Annually		100,534	105,561	110,839	116,381	122,200
<b>Fire Prevention Specialist</b>	Bi-weekly		<b>3,721</b>	<b>3,907</b>	<b>4,103</b>	<b>4,308</b>	<b>4,523</b>
7/4/2022	Monthly		8,062	8,465	8,889	9,333	9,800
	Annually		96,748	101,586	106,665	111,998	117,598
<b>Temp - clerical</b>	Hourly		15.00				35.00
7/4/2022							
<b>Temp - Technician</b>	Hourly		29.00				38.00
7/4/2022							

**Management Employees**  
**Effective Date**

			A	B	C	D	E
<b>Deputy Fire Chief</b>	Bi-weekly		<b>7,896</b>	<b>8,291</b>	<b>8,706</b>	<b>9,141</b>	<b>9,598</b>
7/4/2022	Monthly		17,108	17,964	18,863	19,806	20,796
	Annually		205,296	215,566	226,356	237,666	249,548
<b>Fire Chief</b>	Bi-weekly		<b>8,909</b>	<b>9,355</b>	<b>9,822</b>	<b>10,313</b>	<b>10,829</b>
7/4/2022	Monthly		19,303	20,268	21,281	22,346	23,463
	Annually		231,635	243,217	255,378	268,147	281,554
<b>Administrative Services Manager</b>	Bi-weekly		<b>4,994</b>	<b>5,244</b>	<b>5,506</b>	<b>5,781</b>	<b>6,070</b>
7/4/2022	Monthly		10,820	11,362	11,930	12,526	13,152
	Annually		129,844	136,344	143,156	150,306	157,820
<b>Emergency Medical Services Manager</b>	Bi-weekly		<b>5,379</b>	<b>5,648</b>	<b>5,930</b>	<b>6,227</b>	<b>6,538</b>
4/13/2022	Monthly		11,655	12,237	12,848	13,492	14,167
	Annually		139,854	146,848	154,180	161,902	170,000

**Central County Fire Department**  
**Salary Schedule - Adopted December 14, 2022**

**Shop Services**

Effective Date

			A	B	C	D	E
<b>Emergency Vehicle Technician I</b>	Bi-weekly		<b>3,221</b>	<b>3,382</b>	<b>3,551</b>	<b>3,729</b>	<b>3,915</b>
7/4/2022	Monthly		6,979	7,328	7,694	8,080	8,484
	Annually		83,746	87,932	92,326	96,954	101,802
<b>Emergency Vehicle Technician II</b>	Bi-weekly		<b>3,544</b>	<b>3,721</b>	<b>3,907</b>	<b>4,102</b>	<b>4,307</b>
7/4/2022	Monthly		7,679	8,062	8,465	8,888	9,332
	Annually		92,144	96,746	101,582	106,652	111,982
<b>Emergency Vehicle Technician III</b>	Bi-weekly		<b>4,252</b>	<b>4,465</b>	<b>4,688</b>	<b>4,922</b>	<b>5,168</b>
7/4/2022	Monthly		9,213	9,674	10,157	10,664	11,198
	Annually		110,552	116,090	121,888	127,972	134,378

**Fire Units**

Effective Date

**For those hired prior to May 1, 2012**

			A	B	C	D	E
<b>Fire Fighter 56 hour</b>	Bi-weekly		<b>4,016.07</b>	<b>4,216.87</b>	<b>4,427.71</b>	<b>4,649.10</b>	<b>4,881.55</b>
7/5/2021	Monthly		8,701.49	9,136.55	9,593.37	10,073.05	10,576.69
	Annually		104,417.82	109,638.62	115,120.46	120,876.60	126,920.30
<b>Fire Fighter 40 hour</b>	Bi-weekly		<b>4,397.59</b>	<b>4,617.47</b>	<b>4,848.34</b>	<b>5,090.76</b>	<b>5,345.30</b>
7/5/2021	Monthly		9,528.11	10,004.52	10,504.74	11,029.98	11,581.48
	Annually		114,337.34	120,054.22	126,056.84	132,359.76	138,977.80

**For those hired after May 1, 2012**

		Trainee	Probationary	A	B	C	D	E
<b>Fire Fighter 56 hour</b>	Bi-weekly	<b>3,477.11</b>	<b>3,650.97</b>	<b>4,016.07</b>	<b>4,216.87</b>	<b>4,427.71</b>	<b>4,649.10</b>	<b>4,881.55</b>
7/5/2021	Monthly	7,533.74	7,910.44	8,701.49	9,136.55	9,593.37	10,073.05	10,576.69
	Annually	90,404.86	94,925.22	104,417.82	109,638.62	115,120.46	120,876.60	126,920.30
<b>Fire Fighter 40 hour</b>	Bi-weekly	<b>3,807.44</b>	<b>3,997.81</b>	<b>4,397.59</b>	<b>4,617.47</b>	<b>4,848.34</b>	<b>5,090.76</b>	<b>5,345.30</b>
7/5/2021	Monthly	8,249.45	8,661.92	9,528.11	10,004.52	10,504.74	11,029.98	11,581.48
	Annually	98,993.44	103,943.06	114,337.34	120,054.22	126,056.84	132,359.76	138,977.80
		total of 18 months		18 months	12 months	12 months	12 months	12 months

			A	B	C	D	E
<b>Fire Captain 56 hour</b>	Bi-weekly		<b>4,824.14</b>	<b>5,065.35</b>	<b>5,318.62</b>	<b>5,584.55</b>	<b>5,863.77</b>
7/5/2021	Monthly		10,452.30	10,974.93	11,523.68	12,099.86	12,704.84
	Annually		125,427.64	131,699.10	138,284.12	145,198.30	152,458.12
<b>Fire Captain 40 hour</b>	Bi-weekly		<b>5,234.19</b>	<b>5,495.90</b>	<b>5,770.70</b>	<b>6,059.23</b>	<b>6,362.19</b>
7/5/2021	Monthly		11,340.75	11,907.78	12,503.18	13,128.33	13,784.75
	Annually		136,088.94	142,893.40	150,038.20	157,539.98	165,416.94
<b>Battalion Chief 56 hour</b>	Bi-weekly		<b>6,792.41</b>	<b>7,132.03</b>	<b>7,488.63</b>	<b>7,863.06</b>	<b>8,256.21</b>
7/4/2022	Monthly		14,716.89	15,452.73	16,225.37	17,036.63	17,888.46
	Annually		176,602.66	185,432.78	194,704.38	204,439.56	214,661.46
<b>Battalion Chief 40 hour</b>	Bi-weekly		<b>7,369.76</b>	<b>7,738.25</b>	<b>8,125.16</b>	<b>8,531.42</b>	<b>8,957.99</b>
7/4/2022	Monthly		15,967.81	16,766.21	17,604.51	18,484.74	19,408.97
	Annually		191,613.76	201,194.50	211,254.16	221,816.92	232,907.68
<b>Fire Marshal 40 hour</b>	Bi-weekly		<b>7,369.76</b>	<b>7,738.25</b>	<b>8,125.16</b>	<b>8,531.42</b>	<b>8,957.99</b>
7/4/2022	Monthly		15,967.81	16,766.21	17,604.51	18,484.74	19,408.97
	Annually		191,613.76	201,194.50	211,254.16	221,816.92	232,907.68

**Central County Fire Department**  
**Salary Schedule - Adopted December 14, 2022**

<b>Deputy Fire Marshal</b>	Bi-weekly		<b>5,306.55</b>	<b>5,571.88</b>	<b>5,850.47</b>	<b>6,142.99</b>	<b>6,450.14</b>
7/5/2021	Monthly		11,497.52	12,072.40	12,676.02	13,309.82	13,975.31
	Annually		137,970.29	144,868.80	152,112.24	159,717.85	167,703.74
<b>Fire Inspector</b>	Bi-weekly		<b>4,824.14</b>	<b>5,065.35</b>	<b>5,318.62</b>	<b>5,584.55</b>	<b>5,863.77</b>
7/5/2021	Monthly		10,452.31	10,974.92	11,523.67	12,099.85	12,704.84
	Annually		125,427.68	131,699.06	138,284.01	145,198.21	152,458.12
<b>Fire Inspector no EMT</b>	Bi-weekly		<b>4,655.29</b>	<b>4,888.06</b>	<b>5,132.46</b>	<b>5,389.09</b>	<b>5,658.54</b>
	Monthly		10,086.47	10,590.80	11,120.34	11,676.35	12,260.17
7/5/2021	Annually		121,037.67	127,089.55	133,444.03	140,116.23	147,122.04





AGENDA ITEM: 13b

## STAFF REPORT

MTG. DATE: Dec. 14, 2022

**TO:** Board of Directors

**DATE:** December 14, 2022

**FROM:** Bruce Barron, Fire Chief  
Jan Cooke, Finance Director

**APPROVED BY:** Ann Ritzma  
Ann Ritzma, CAO

**SUBJECT:** Resolution to Accept the Annual Comprehensive Financial Report for the Year Ended June 30, 2022

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### **Recommendation:**

Adopt a Resolution to accept the Annual Comprehensive Financial Report for fiscal year ended June 30, 2022.

### **Background:**

Pursuant to Section 16.2 (Records and Accounts) of the Joint Powers Agreement establishing the Central County Fire Department, the Department shall cause to be kept accurate and correct books of the account, showing capital costs (if any), special services costs, and maintenance and operation costs of the Department. The Department shall maintain accurate and correct books of the account showing all Department Personnel costs and the costs of maintenance and operation of the Fire Stations and Equipment, including liability, casualty and workers' compensation insurance and a reasonable depreciation reserve for capital items. The aforescribed books and records shall be open to inspection at all times during normal business hours by Member Agencies. The Treasurer shall cause all financial records of the Department to be audited by an independent public accountant or certified public accountant at least once a fiscal year and a copy of the audit be delivered promptly to each Member Agency.

An audited report presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards (GAAS) by Badawi & Associates, Oakland, CA. is hereby submitted. The Department has received an unmodified opinion on the financial statements.

### General Fund

The financial highlights for FY 21/22 are summarized in the Management's Discussion and Analysis (MD&A) that can be found from page 19 through 31 of the financial report. The General Fund is the main operating account of CCFD.

The General Fund revenue is better than adopted budget by \$1.2 million primarily due to reimbursements for strike team participation in statewide fires. Expenditures including transfers out are higher than budget by \$1.3 million primarily due to overtime attributable to coverage for vacancies, strike team backfill, training and meetings, as well as higher health insurance due to budget being an estimate. Net expenditures over revenue are \$0.1 million and draws on reserves.

Page 26 of the report shows a comparison of the General Fund expenditures and transfers between FY 21/22 and FY 20/21. Expenditures and transfers increased \$1.9 million (6%), primarily driven by salary increases, overtime, and increased contractual rates for annual required pension contributions.

The General Fund ending fund balance is \$0.8 million on June 30, 2022.

Capital asset additions of \$0.9 million in FY 21/22 included one engine, SCBA equipment, turnouts, and one imager.

### Statement of Net Position

The Statement of Net Position (page 37) as of June 30, 2022 reflects a deficit net position of \$44.1 million. The net position improved by \$5.3 million in FY 21/22 primarily due to decreased pension related liabilities for the CalPERS investment return of 21.3% in FY 20/21. (This will somewhat reverse when the negative return from FY 21/22 is incorporated into the actuarial valuation). The negative net position of CCFD is primarily due to the pension, Other Post-Employment Benefits (OPEB), and workers' compensation liabilities of the Department.

The Statement of Net Position – Proprietary Funds (page 42) shows a net position of \$6.7 million on June 30, 2022. This is primarily comprised of cash and capital assets in the Vehicle Replacement Fund, and cash and offsetting workers' compensation actuarial claims liability in the Self-Insurance Fund. The Self-Insurance Fund is fully funded to the required actuarial valuation level on June 30, 2022, with \$5.8 million held as claims reserves. The Vehicle Replacement Fund holds \$1.5 million in cash for future engine, vehicle, and equipment replacements.

### **Fiscal Impact:**

There is no fiscal impact associated with this submission.

### **Attachments:**

1. Resolution Accepting the Annual Comprehensive Financial Report for fiscal year ended June 30, 2022
2. Annual Comprehensive Financial Report for fiscal year ended June 30, 2022
3. Auditors' Communication with Those Charged with Governance June 30, 2022

**RESOLUTION NO. 22-27**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CNTRAL COUNTY FIRE DEPARTMENT  
TO ACCEPT THE ANNUAL COMPREHENSIVE FINANCIAL REPORT  
FOR YEAR ENDING JUNE 30, 2022**

**RESOLVED**, by the Board of Directors of the Central County Fire Department, County of San Mateo, State of California that,

**WHEREAS**, the Board of Directors of the Central County Fire Department adopted the budget for Fiscal Year 2021-2022 and

**WHEREAS**, the Annual Comprehensive Financial Report for Fiscal Year 2021-2022 was reviewed at the December 14, 2022 Regular Board of Directors Meeting; and

**WHEREAS**, the Board of Directors of the Central County Fire Department accepts the Annual Comprehensive Financial Report for the year ending June 30, 2022.

**NOW THEREFORE, BE IT FURTHER RESOLVED** that the Board of Directors of the Central County Fire Department adopts the Resolution to Accept the Annual Comprehensive Financial Report for the Year Ending June 30, 2022.

Approved at a regular meeting of the Board of Directors held by teleconference this 14<sup>th</sup> day of December, 2022.

Signed: \_\_\_\_\_  
Ricardo Ortiz, Chair

Attest: \_\_\_\_\_  
Rubina Ellam, Secretary

I hereby certify that the foregoing is a true and correct copy of Resolution 22-27 adopted by the Board of Directors of the Central County Fire Department, San Mateo County, California, at its regular meeting held by teleconference on the 14th day of December, 2022 by the following vote of the members thereof:

AYES:	Board Members:	_____
NOES:	Board Members:	_____
ABSENT:	Board Members:	_____
ABSTAIN:	Board Members:	_____



AGENDA ITEM: 13c

## STAFF REPORT

MTG. DATE: December 14, 2022

TO: Board of Directors

DATE: December 14, 2022

FROM: Jan Cooke, Finance Director  
Bruce Barron, Fire Chief

APPROVED BY: Ann Ritzma  
Ann E. Ritzma, CAO

SUBJECT: Resolution to Approve Distribution of Joint Training Funds to Participating Cities

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### **Recommendation:**

Approve the Resolution to approve distribution of Joint Training Funds to Participating Cities

### **Background:**

Prior to July 1, 2022, Training and Emergency Medical Services (EMS) program was part of a Joint Training program funded by contributions from the participating fire agencies. The program costs were allocated among the participating agencies based on the number of engine companies and number of personnel each agency provided to the program. In FY 2022-2023, CCFD will have its own Training Division supported by funds budgeted in the General Fund.

The Joint Training Fund (Fund 200) accounted for the operations of a Joint Training and Emergency Medical Services (EMS) program that included administrative support for three fire agencies, including Central County Fire Department, San Mateo Consolidated Fire Department and San Bruno Fire Department. The monies remaining in the Joint Training Fund at the end of FY 2021-2022 are to be distributed to the participating agencies and the fund will become inactive.

The final audited financial statements show a balance due to the participating agencies of \$192,236.00. There were additional costs incurred after June 30, 2022, in the amount of \$7,267.43, reducing the monies to be distributed to \$184,968.57. The distribution is based on the Joint Training formula, and monies are distributed as follows: San Mateo Consolidated Fire \$100,891.95, San Bruno Fire \$25,222.99, and Central County Fire Department \$58,853.64

### **Fiscal Impact:**

Distribution of \$184,968.57 will be paid to the three agencies in FY 2022-23.

### **Attachments:**

1. Resolution to Approve Distribution of Joint Training Funds to Participating Cities

**RESOLUTION NO. 22-28**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL COUNTY FIRE DEPARTMENT  
TO APPROVE DISTRIBUTION OF THE JOINT TRAINING FUNDS TO PARTICIPATING AGENCIES**

**RESOLVED**, by the Board of Directors of the Central County Fire Department, County of San Mateo, State of California that,

**WHEREAS**, the Central County Fire Department has concluded its Joint Training Program with the participating agencies of San Mateo Consolidate Fire, San Bruno Fire Department and Central County Fire Department; and

**WHEREAS**, the remaining Joint Training Fund (Fund 200) monies collected from participating agencies in prior years requires distribution to the participating agencies; and

**WHEREAS**, the Board of Directors of the Central County Fire Department approves the distribution of funds to the participating agencies;

**NOW THEREFORE, BE IT FURTHER RESOLVED** that the Board of Directors of the Central County Fire Department approves distribution of the Joint Training program funds to the participating agencies in the following amounts: San Mateo Consolidated Fire \$100,891.95, San Bruno Fire Department \$25,222.99, and Central County Fire Department \$58,853.64.

Approved at a regular meeting of the Board of Directors held by teleconference this 14th day of December, 2022.

Signed: \_\_\_\_\_  
Ricardo Ortiz, Chair

Attest: \_\_\_\_\_  
Rubina Ellam, Secretary

I hereby certify that the foregoing is a true and correct copy of Resolution 22-28 adopted by the Board of Directors of the Central County Fire Department, San Mateo County, California, at its regular meeting held on the 14th day of December, 2022 by the following vote of the members thereof:

AYES:	Board Members:	_____
NOES:	Board Members:	_____
ABSENT:	Board Members:	_____
ABSTAIN:	Board Members:	_____



AGENDA ITEM: 13d

## STAFF REPORT

MTG. DATE: December 14, 2022

TO: Board of Directors

DATE: December 14, 2022

FROM: Jean Savaree, Department Counsel

APPROVED BY: Ann Ritzma  
Ann E. Ritzma, CAO

SUBJECT: Planning for Return to In-Person Fire Board Meetings

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### **Recommendation**

It is recommended that the Fire Board of Directors receive public comment and discuss the information in this staff report and provide staff direction on the requested items at the end of this report.

### **Background**

The Brown Act generally requires legislative bodies to meet in person in set locations. However, since March 2020, Brown Act bodies have been able to meet remotely due to the COVID-19 pandemic. From March 2020 until October 2021, the authority to meet remotely was granted by the Governor's Executive Order. In October 2021, the Governor rescinded the Executive Order and, in response, the Legislature adopted AB 361 on an emergency basis to allow legislative bodies to continue to meet remotely based on their own findings that doing so was necessary to stop the spread of COVID-19 and the imminent health risks it posed.

However, the ability to participate in meetings remotely under AB 361 requires that the Governor's COVID-19 State of Emergency Declaration remain effective. On October 17, 2022, the Governor announced that he plans to rescind that Declaration on February 28, 2023. Barring a change to that plan, AB 361's provisions allowing for remote meetings will sunset on that date. This will require all legislative bodies to resume compliance with the Brown Act, which generally requires that all members attend meetings in person at the set locations of those meetings. Therefore, the Fire Board must resume in-person meetings as of March 2023.

### **AB 2449 - Remote Participation for "Just Cause" or "Emergency Circumstances"**

Although the Fire Board, like all Brown Act bodies, must return to in-person meetings as of March 1, 2023, the Legislature recently adopted AB 2449 as a transitional measure to assist in the move back to in-person meetings. Its provisions related to meeting attendance will apply once the Statewide Emergency Declaration is lifted on February 28, 2023 and will sunset January 1, 2026. Under AB 2449, a quorum of the legislative body must attend

meetings in-person. However, members can participate remotely either for “just cause” or due to an “emergency circumstance” approved by the legislative body.

### **“Just Cause” Exception**

The “just cause” exception to the requirement that members of a legislative body participate in person can only be used twice per calendar year by each member and requires one of the following circumstances exist:

- a childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that necessitates remote participation
- a contagious illness that prevents a member from attending in person
- a need related to a physical or mental disability as defined by statute
- travel while on official business of the legislative body or another state or local agency

### **“Emergency Circumstance” Exception**

The “emergency circumstances” exception can only be used for up to three consecutive months or 20% of the regular meetings of the local agency within a calendar year,<sup>1</sup> and requires the legislative body to find, by majority vote, that the member has a physical or medical emergency that prevents them from attending in person. Therefore, unlike the “Just Cause” exception that allows a member to assert the exception, a member will not be able to use the “Emergency Circumstance” exception unless the Fire Board votes to allow the member to participate remotely.

### **Procedure for Attending Meetings Remotely Under AB 2449**

Elected or appointed officials who have “just cause” or an emergency circumstance that would justify remote participation per AB 2449 must notify the body to which they are a member at the earliest opportunity and provide a general description of the circumstances justifying remote participation. If the description of circumstances warranting the use of an exception is given to staff prior to the agenda’s publication it will be reflected in the agenda. If the “just cause” or emergency arises after the agenda is published, staff will alert the Chair that the member will need to communicate the reason for attending remotely at the beginning of the meeting.

If “just cause” to attend the meeting remotely exists, the body need take no action to allow the remote participation, but the member must announce the circumstances that warrant use of the exception at the beginning of the meeting. For remote participation due to an “emergency circumstance,” the member must make a request to participate remotely at the beginning of the meeting. If the request is made prior to the agenda publication, the agenda for the meeting will include an action item to approve/deny the request. If the request is not made in time to be added to the agenda, the member may still make the request at the beginning of the meeting, but the legislative body can only consider the request after determining by a two-thirds vote to add the request to the agenda.

### **Discussion of the Teleconference Exception**

The Brown Act also contains an exception to the rule that members of legislative bodies attend meetings in-person. This exception allows one or more members of the body to

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<sup>1</sup> For bodies that meet less than 10 times per calendar year, a member may only participate remotely due to emergency circumstances for 2 total meetings per calendar year.

participate by teleconference, meaning through a telephonic or video streaming service.<sup>2</sup> However, this exception requires that:

- At least a quorum of the legislative body must participate from locations within the local agency's jurisdiction;
- Each teleconference location must be specifically identified in the notice and agenda of the meeting, including a full address and room number, as may be applicable;
- Agendas must be posted at each teleconference location, even if a hotel room, place of business, or a residence;
- Each teleconference location, including a hotel room, place of business, or residence, must be accessible to the public and have technology, such as a speakerphone, to enable the public to participate from the location;
- The agenda must provide the opportunity for the public to address the legislative body directly at each teleconference location; and
- All votes must be by roll call.

Using this exception in the Brown Act, members of a legislative body can participate remotely if they effectively set up a secondary meeting location, which is publicly noticed and from which the member will participate along with any members of the public who wish to participate from that location. However, it should be noted that an individual member of a legislative body does not have the right to participate remotely, even if they have complied with these requirements, if the body itself meets in a set location and chooses not to teleconference with the member wishing to participate remotely. In other words, the legislative body is not obligated to allow remote participation by its members.

Staff requests that the Fire Board discuss the teleconference exception and, specifically, whether any members intend to make use of this exception on a regular basis. If so, the Fire Board should consider whether regular use of this exception by a member is an acceptable practice and whether it wishes to establish its own limits on how often a member will be allowed to participate in meetings via teleconference.

### **Meeting Format as of March 1, 2023**

The provisions of the Brown Act that require in-person attendance only apply to members of legislative bodies and do not prohibit members of the public and/or staff from participating in meetings remotely. Although not required, the Fire Board can elect to continue utilizing Zoom to allow members of the public and/or staff to attend and participate in meetings remotely. As such, staff seeks the Fire Board's direction about whether to continue hosting meetings on Zoom for the benefit of the public.

Given that many members of the public have grown accustomed to participating in meetings via Zoom, it is likely that the public would utilize the option if the Fire Board continued offering Zoom as a method for participation. It would also allow members of staff to view or participate in meetings that they might not otherwise be required to attend. Further, it would simplify the mechanism through which members of the Fire Board could avail themselves of the ability to attend remotely under AB 2449's Just Cause and Emergency Circumstance exceptions.

As the Fire Board considers whether to continue hosting meetings on Zoom, staff notes that doing so will require the Fire Board to ensure the availability of the Zoom connection to

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<sup>2</sup> Government Code section 54953



members of the public who choose to utilize the option. Thus, any disruption to the Zoom connection will require the meeting to stop until the Zoom connection is restored, even if all members of the Fire Board are physically present at the meeting. Providing a Zoom option to the public also incurs some administrative cost associated with facilitating the Zoom meeting, although this cost is negligible.

The Department's Attorney performed an informal poll of the councils and boards of thirteen cities and districts within the County and understands that all those bodies will return in March to in-person meetings with a Zoom option to allow remote public participation.

### **Conclusion and Requested Direction**

As the Brown Act and AB 2449 are established law and govern how the Fire Board must meet going forward, there is no need to adopt a resolution establishing how the Fire Board intends to proceed at this time. However, staff asks that the Fire Board provide informal direction on the following items:

- 1) Does the Fire Board wish to continue hosting its meetings on Zoom to allow remote participation by members of the public?
- 2) Does the Fire Board wish to review and potentially adopt a policy related to remote participation by Fire Board members under the Brown Act's Teleconference Exception?



AGENDA ITEM: 13e

## STAFF REPORT

MTG. DATE: December 14, 2022

**TO:** Board of Directors

**DATE:** December 14, 2022

**FROM:** Ann Ritzma, Chief Administrative Officer

**APPROVED BY:** *Ann Ritzma*  
Ann E. Ritzma, CAO

**SUBJECT:** Board Meeting Schedule for 2023

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**Recommendation:**

Staff recommends that the Fire Board consider scheduling a meeting every other month to accommodate several time sensitive items for the upcoming year.

**Background and Discussion:**

The Fire Board will be addressing several time sensitive projects in 2023 including labor negotiations, the Standard of Cover Report and the Annual Budget. By scheduling meetings every other month, the Board and staff can plan appropriately and cancel should there be no time sensitive items.

**Attachment:**

1. Proposed Meeting Calendar 2023



## Proposed Dates for Fire Board Meetings 2023

Proposed dates are for the second Wednesday of the month. Meetings to be held at 4pm.

February 8, 2023 – Regular Meeting

April 12, 2023 – Regular Meeting

**June 14, 2023 – New Proposed Date**

**July 12, 2023 – New Proposed Date**

September 13, 2023 – Regular Meeting

**November 8, 2023 – New Proposed Date**

December 13, 2023 - Regular Meeting



AGENDA ITEM: 13f

## STAFF REPORT

MTG. DATE: December 14, 2022

TO: Board of Directors

DATE: December 14, 2022

FROM: Ann E. Ritzma, CAO

APPROVED BY: Ann Ritzma  
Ann E. Ritzma, CAO

SUBJECT: Rotation of Board Officers

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### **Recommendation:**

Staff recommends that the positions of Board Chair and Vice-Chair be nominated and voted on.

### **Background:**

Section 6.4 of the CCFD Joint Powers Agreement states that "The Board shall elect one of its members to serve as Chairperson and one member as Vice Chairperson, each to serve a term of two (2) years unless earlier removed by the Board"

Chair Ricardo Ortiz (Burlingame) has served as Board Chair and Vice-Chair Marie Chuang (Hillsborough) has served as Vice-Chair since December 2020.

Ms. Ann Ritzma, City Manager for the Town of Hillsborough has served as Chief Administrative Officer since December 2020. Since there is an established order, this position will now rotate to Ms. Lisa Goldman, City Manager for the City of Burlingame.

### **Fiscal Impact:**

There is no fiscal impact with this agenda item.

### **Attachments:**

None