



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

**Wednesday July 12, 2023  
4 p.m.**

**Council Chambers, Burlingame City Hall, 501 Primrose Ave., Burlingame, CA 94010**

Consistent with Government Code Section 54953, Central County Fire Department Board meetings are held in person. Members of the public may observe/participate in the meeting in person or via Zoom (link provided below).

### **To Attend the Meeting in Person:**

Location: Burlingame City Hall, 501 Primrose Ave., Burlingame, CA 94010

*Masking is not required but in accordance with the California Department of Public Health guidelines, people at higher risk for severe illness should consider masking. To help maintain public health and safety, we respectfully request that people not attend in-person if they are experiencing symptoms associated with COVID-19 or are otherwise ill and likely contagious.*

### **To Observe the Meeting via Zoom:**

To access the meeting by computer:

Go to [www.zoom.us/join](https://www.zoom.us/join)

Meeting ID: 852 4856 9980

Passcode: 1034

### **To Access the Meeting by Phone:**

+1 669 444 9171 US

Meeting ID: 852 4856 9980

Passcode: 1034

### **To Provide Public Comment in Person:**

Members of the public wishing to speak will be asked to fill out a "Request to Speak" card located on the table by the door and then hand it to staff. The provision of a name, address, or other identifying information is optional. Speakers are limited to three minutes each, however, the Board Chair may adjust the time in light of the number of anticipated speakers.

### **To Provide Public Comment via Zoom:**

During the meeting, public comment may be made by members of the public joining the meeting via Zoom. Zoom access information is provided above. Use the "Raise Hand" feature (for those joining by phone, press "9" to "Raise Hand") during the public comment period for the agenda item you wish to address. The Zoom host will call on people to speak by name provided or the last four digits of the phone number for dial-in attendees. Speakers are limited to three minutes each, however, the Board Chair may adjust the time in light of the number of anticipated speakers.

**1. CALL TO ORDER****2. PLEDGE OF ALLEGIANCE****3. ROLL CALL****4. 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 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 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 July 12, 2023.

**5. ADJOURN TO CLOSED SESSION****6. CLOSED SESSION**

- a. Conference with Labor Negotiator for Central County Fire Department Chief Officers (Battalion Chiefs and Fire Marshal) (GC#54957.6(a)). Agency Negotiator: Timothy Davis, Attorney, Burke, Williams & Sorensen

**7. ADJOURN FROM CLOSED SESSION**

Adjourn to regular session

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

- a. Minutes from June 14<sup>th</sup>, regular meeting

**10. CONSENT CALENDAR**

- a. Resolution Authorizing the Chief Administrative Officer to Execute the Purchase of Ballistic Protective Equipment.
- b. Resolution Approving the Memorandum of Understanding between the Central County Fire Department and the Central County Fire Department Chief Officers.

**11. STAFF REPORTS**

- a. Fire Chief's Update (*Oral Report*)

**12. NEW BUSINESS**

There are no new business items for this meeting.

**13. BOARD OF DIRECTORS' COMMENTS****14. ADJOURNMENT**

*NOTICE: Any members of the public wishing accommodation for disabilities please contact the Secretary at (650) 558-7600 at least 24 hours before the meeting. A copy of the agenda packet is available for public review at the Fire Administration Offices, 1399 Rollins Road, Burlingame from 8:00 a.m. to 4:00 p.m. and on the CCFD website at [www.ccfid.org](http://www.ccfid.org).*

*Any writings or documents provided to a majority of the Joint Powers Authority Board of Directors regarding any item on this agenda will be made available for public inspection at the Fire Administration Offices, 1399 Rollins Road, Burlingame, CA 94010*



**BOARD OF DIRECTORS MEETING MINUTES *(Unapproved)***  
**Regular Meeting | June 14, 2023**

**1. CALL TO ORDER**

Meeting was called to order at 4:08 p.m.

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

Board Members Chuang, Cole and Stevenson were present. Board Member Ortiz arrived at 4:15 p.m. and joined the closed session.

**4. PUBLIC COMMENTS – NON-AGENDA**

There were no public comments.

**5. ADJOURN TO CLOSED SESSION**

Board Members and staff adjourned to the closed session at 4:11 p.m.

**6. 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 Negotiator: Timothy Davis, Attorney, Burke, Williams & Sorensen
- b. Conference with Labor Negotiator for Unrepresented Management (Fire Chief, Deputy Fire Chief, and Administrative Services Manager) (GC#54957.6(a)). Agency Negotiator: Timothy Davis, Attorney, Burke, Williams & Sorensen

**7. ADJOURN FROM CLOSED SESSION**

Board Members and staff returned from closed session at 4:39 p.m.

**8. REPORT OUT FROM CLOSED SESSION**

General Counsel, Jean Savaree, stated that there was no reportable action taken in closed session.

**9. APPROVAL OF MINUTES**

- a. Minutes from April 12<sup>th</sup>, regular meeting

Board Member Ortiz motioned to approve. Board Member Stevenson seconded the motion.  
Approved 4-0-0.

**10. CONSENT CALENDAR**

- a. Central County Fire Department Quarterly Financial Report (Unaudited) for Q3, Fiscal Year 2022-23
- b. Central County Fire Department Treasurer's Report for Q3, Fiscal Year 2022-23

- c. Resolution Approving the Memorandum of Understanding between the Central County Fire Department and the Central County Firefighters Union
- d. Resolution Approving Compensation Adjustments for all Positions in Management Group
- e. Resolution Approving Compensation Adjustments for the Chief Officers Group
- f. Resolution to Adopt the Salary Schedule for the Central County Fire Department

No items were pulled from the consent calendar. Board Member Stevenson motioned to approve. Board Member Ortiz seconded the motion. Approved 4-0-0.

## 11. STAFF REPORTS

### a. Fire Chief's Update (Oral Report)

Chief Barron gave a brief update which included the following:

- May 3<sup>rd</sup> & 4<sup>th</sup> – Captains' promotional exam.
  - 11 candidates participated; all passed.

The process allows CCFD to establish an eligibility list for one year, for future Captain vacancies.

- Firefighter recruitment was completed in May.
  - Three candidates currently in backgrounds.
  - The upcoming Firefighter Academy will be the first Academy in partnership with the College of San Mateo.
- The Prevention Division completed a recruitment for a Fire Prevention Specialist.
- Captain Billy Vella completed his annual CPR event at Burlingame High School.
  - Over 350 students were certified in CPR.
- The Operations Division completed the implementation of the new Self-Contained Breathing Apparatus.
  - Some of the old equipment was donated to two volunteer departments in Mexico.
- Staff have scheduled the Standards of Cover presentation to each Council.
- The National CERT Conference will be held at the Hyatt Regency in Burlingame from June 29<sup>th</sup> to July 1<sup>st</sup>.
- Fire Marshal Christine Reed has announced her retirement; her last day with CCFD will be August 24<sup>th</sup>. Ms. Reed will be retiring after 32 years in the fire service.

## 12. NEW BUSINESS

There were no new business items for this meeting.

## 13. BOARD OF DIRECTORS' COMMENTS

Chair Chuang thanked CCFD personnel for their participation in the Hillsborough Memorial Day Parade event and said that it is very much appreciated by the Hillsborough Council and residents.

## 14. ADJOURNMENT

Meeting adjourned at 4:49 p.m.



AGENDA ITEM: 10a

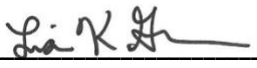
## STAFF REPORT

MTG. DATE: July 12, 2023

TO: Board of Directors

DATE: July 12, 2023

FROM: Deputy Fire Chief Ken Giacotto

APPROVED BY:   
Lisa K. Goldman, CAO

SUBJECT: Resolution Authorizing the Chief Administrative Officer to Execute the Purchase of Ballistic Protective Equipment from AR500-Targets

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### **Recommendation:**

Staff recommends the Board approve and adopt the resolution authorizing the Chief Administrative Officer to execute the purchase of ballistic protective equipment from AR500-Targets.

### **Background:**

In an era where mass shootings and gun violence have become commonplace, ballistic protective equipment has become essential for the safety of personnel. The role of fire personnel in these types of incidents has changed, and this extra layer of protection can save lives.

NFPA 3000, section 14.2.1, states the following requirement for all fire departments:

#### *Chapter 14 Personal Protective Equipment (PPE)*

##### **14.2.1 General Requirements**

*The authority having jurisdiction (AHJ) shall provide appropriate PPE and ballistic protective equipment (BPE) in accordance with applicable standards to personnel exposed to ballistic risks or other hostile threats in accordance with expected duties.*

CCFD currently has an inventory of ballistic protective equipment that was purchased as part of a county-wide grant in 2013 and is now due for replacement. Recent County attempts to obtain a grant to replace this equipment have been unsuccessful. Manufacturer recommendations and industry best practices recommend a 10-year replacement cycle for helmets and a 5-year replacement cycle for vests.

Staff requested quotes from three vendors and found that AR500-Targets offered the best pricing. Staff therefore requests approval to purchase this protective equipment from AR500-Targets in the amount of \$27,000.00.

**Fiscal Impact:**

Funding for the purchase of ballistic personal protective equipment is allocated in the CCFD PPE Replacement Fund in the FY 23-24 adopted budget.

**Attachments:**

1. Resolution Authorizing the Chief Administrative Officer to Execute the Purchase of Ballistic Body Armor Personal Protective Equipment from AR500-Targets.com.
2. AR500-Targets quote
3. F.S.O.C. LLC quote
4. Curtis Blue Line quote

**RESOLUTION NO. 23-13**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL COUNTY FIRE DEPARTMENT  
AUTHORIZING THE CHIEF ADMINISTRATIVE OFFICER TO EXECUTE THE PURCHASE OF  
BALLISTIC PROTECTIVE EQUIPMENT FROM AR500-TARGETS**

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

**WHEREAS**, based on best practices and recommendations found in the National Fire Protection Association (NFPA) 3000, the Central County Fire Department (CCFD) has established a 10-year replacement cycle for ballistic protective equipment; and

**WHEREAS**, CCFD previously purchased ballistic protective equipment in 2013; and

**WHEREAS**, the current ballistic protective equipment has reached the end of the recommended life expectancy; and

**WHEREAS**, staff has identified AR500-Targets as the vendor with the best competitive pricing; and

**WHEREAS**, the quote received is for \$27,000.00; and

**WHEREAS**, there are sufficient funds in the CCFD Equipment Replacement Fund for this purchase.

**NOW THEREFORE, BE IT FURTHER RESOLVED** that the Board of Directors of the Central County Fire Department approves a resolution authorizing the purchase of ballistic protective equipment from AR500-Targets.

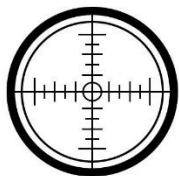
Approved at a regular meeting of the Board of Directors held at Burlingame City Hall this 12<sup>th</sup> day of July 2023.

Signed: \_\_\_\_\_  
Marie Chuang, Chair

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

I hereby certify that the foregoing is a true and correct copy of Resolution 23-13 adopted by the Board of Directors of the Central County Fire Department, San Mateo County, California, at its regular meeting held on the 12th day of July 2023, by the following vote of the members thereof:

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



**AR500-TARGETS.COM**

# QUOTE

## #27851

Date:

Payment Terms: Estimate Bid

Balance Total - \$27,000.00

AR500-Targets.com  
1785 W. Arrow Route Suite D2  
Upland, CA 91786

Bill to:  
JOE MURRAY  
–Central County Fire Department

INQUIRING Items for Purchase

ITEM	QUANTITY
Concealed Carrier – size (S-4x) color (Black)	x36
P.E Ballistic Plastic Plates Level 3+ (Pure polyethylene) size (10x12)	x72
FAST Ballistic Helmet Level 3A	x36
<ul style="list-style-type: none"><li>• Weight: 5 lbs.</li><li>• Color: (Black) Green, Tan</li><li>• Size: L, (XL)</li></ul>	

Items Total – 144 pcs

Inquiring for complete sets/units – 36

In stock will be delivered within 2 days of transaction

TAX \$0.00

TOTAL PRICE - \$27,000.00

Credit card paid by Phone

Contact Austin - (626)404-4273

THANK YOU for your inquiry Please contact me with any Questions or concerns



F.S.O.C. LLC  
803 Eucalyptus Dr  
El Segundo, CA 90245 US  
fsocllc@gmail.com



## Estimate

### ADDRESS

Central County Fire  
Department  
1399 Rollins Road  
Burlingame, CA 94010

### SHIP TO

Central County Fire  
Department  
1399 Rollins Road  
Burlingame, CA 94010

ESTIMATE # 2179

DATE 06/02/2023

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Plate Carrier	Point Blank FRK 720 BCIIIA	31	859.00	26,629.00T
Rifle Plate	Point Blank Omega Plus	62	319.00	19,778.00T
Helmet	High Cut IIIA helmet w/dial ratchet, side rails, front mount	31	750.00	23,250.00T

SUBTOTAL	69,657.00
TAX	6,704.49
SHIPPING	250.00
TOTAL	<b>\$76,611.49</b>

Accepted By

Accepted Date



## Quotation

**CUSTOMER:**

Central County Fire  
Department Burlingame  
1399 Rollins Road  
Burlingame CA 94010

**SHIP TO:**

Central County Fire Department  
Attn: Joe Murray  
799 California Drive  
Burlingame CA 94010

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
260659	04/28/2023	07/31/2023

SALESPERSON	CUSTOMER SERVICE REP
Mike McCollin <a href="mailto:mmccollin@curtisblueline.com">mmccollin@curtisblueline.com</a> 925-334-1254	Mike McCollin <a href="mailto:mmccollin@curtisblueline.com">mmccollin@curtisblueline.com</a> 925-334-1254

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
Active Shooter Kits Joe Murray	Active Shooter Kits - Joe Murray	C33281	Net 30	LE

F.O.B.	SHIP VIA	DELIVERY REQ. BY
SP	Standard Shipping	

### NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

**Safety Warning Notice:** Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. Any handlers or users of product should refer to applicable SDS prior to handling or utilizing the product. Applicable SDS are included with shipment of products. For other important product notices and warnings, or to request an SDS, please contact Curtis or visit <https://www.curtisblueline.com/product-notices-warnings>

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	31	EA	SAFARILAND CUSTOM	As Below:  1355810 - TAC PH G3 SAPI TMW FST Plate Carrier  Color Black  Sizes TBD		\$165.00	\$5,115.00
2	31	EA	1219671-TP19A- BK PROTECH	Black TP19A - Utility Pouch, 4"X8", Vertical		\$25.50	\$790.50



LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
3	62	EA	SAFARILAND CUSTOM	As Below:  1314835 - DT206C Type III 9.5X12.5 Multi Curve SAPI Medium		\$375.00	\$23,250.00
4	62	EA	SAFARILAND CUSTOM	As Below:  1314835 - DT206C Type III 9.5X12.5 Multi Curve SAPI Medium  5 Year Warranty		\$375.00	\$23,250.00
5	62	EA	SAFARILAND CUSTOM	As Below:  1350920 - Hardwire 9000 Type III 9.5x12.5 Multi Curve SAPI Medium  10 Year Warranty		\$700.00	\$43,400.00
6	31	EA	1353816 BUSCH PROTECTIVE	Black AMP-1E Full-Cut ACH Ballistic Helmet with CMR-1 Rails and Padded Bag * No NVG Holes * Unisex Size: 6-1/2 to 8 * Certification: NIJ Level IIIA+		\$575.00	\$17,825.00

Small Business  
CAGE Code: 5E720  
SIC Code: 5099  
Federal Tax ID: 94-1214350

This pricing remains firm until 07/31/2023. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.



Subtotal	\$113,630.50
Estimated Tax Total	\$10,936.94
Transportation*	\$0.00
*(to be added when order ships)	
Total	\$124,567.44
<a href="#">View Terms of Sale and Return Policy</a>	



AGENDA ITEM: 10b

## STAFF REPORT

MTG. DATE: July 12, 2023

TO: Board of Directors

DATE: July 12, 2023

FROM: Timothy Davis, Special Council

APPROVED BY:   
Lisa K. Goldman, CAO

SUBJECT: Resolution Approving Two-Year Successor Memorandum of Understanding for Chief Officers

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### **Recommendation:**

Adopt the Resolution approving a two-year successor 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 group subsequently ratified the successor MOU. The proposed redlined MOU and a clean copy MOU are included in the Board's packet.

The MOU includes the following terms:

- Term: Two-year successor contract: July 1, 2023, to June 30, 2025
- Salary increases:
  - Salary increases commensurate with approved salary increases to the Central County Firefighters Union:
    - 2.928% salary increase effective the first full pay period of January 2023 (*approved by Resolution 23-11*)
    - 5% salary increase effective the first full pay period of July 2023 (*approved by Resolution 23-11*)
    - 4% salary increase effective the first full pay period of July 2024
- Implementation of an internal alignment between the positions in this group and the Fire Captain position

- Reopener: The parties agree to reopen negotiations during the term of the MOU to create a retiree benefit plan that will be funded solely by employee contributions

**Fiscal Impact:**

The cost of the increases is projected to be approximately \$309,000 excluding overtime, over the course of the contract. The impact to the FY 2023-24 budget is an estimated increase of \$145,000 and may require a budget amendment. The contributions from the cities will be evaluated at mid-year, or earlier as needed, to determine if an additional contribution is required for FY 23-24.

**Attachments:**

1. Resolution approving a two year successor Memorandum of Understanding with the Chief Officers group
2. Memorandum of Understanding with Chief Officer's group (*redlined*)
3. Memorandum of Understanding with the Chief Officer's group (*clean copy*)

**RESOLUTION NO. 23-14**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL COUNTY FIRE  
DEPARTMENT ADOPTING THE MEMORANDUM OF UNDERSTANDING FOR THE CENTRAL  
COUNTY FIRE DEPARTMENT 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 two-year successor Memorandum of Understanding from July 1, 2023 through June 30, 2025, 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 at Burlingame City Hall this 12<sup>th</sup> day of July, 2023.

SIGNED: \_\_\_\_\_  
Marie Chuang, Chair

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

I hereby certify that the foregoing is a true and correct copy of Resolution 23-14 adopted by the Board of Directors of the Central County Fire Department, San Mateo County, California, at its regular meeting held on the 12th day of July, 2023, 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~~ 2023 - June 30, ~~2023~~ 2025



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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~~ first full pay period of January 1, 2023, there will be an equity adjustment of two percent (2%) and 928/1000 (2.928%) for all classifications. ~~to maintain the minimum top step differential identified in Section 3.1.1.~~

Effective the first full pay period of July 1, 2023, there will be an equity adjustment of five percent (5%) for all classifications to maintain the minimum top step differential identified in Section 3.1.1.

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Effective the first full pay period of July 1, 2024, there will be an equity adjustment of four percent (4%) for all classifications to maintain the minimum top step differential identified in Section 3.1.4.

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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	4th 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

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### 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

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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:

- 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**

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 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.

## **12.7. Reopener**

The parties agree to reopen negotiations on Article 12.1.1 Retiree Medical during the term of this MOU for the purpose of creating a retiree medical benefit plan that will be funded solely by employee contributions.

## **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-two (2) years, beginning on July 1, 2022-2023 through June 30, 2023-2025.

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~~  
\_\_\_\_\_  
~~Doug Davis, Interim City Manager, Chief Administrative Officer~~  
Tim Louis, Chief Officer  
Town of Hillsborough

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

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

\_\_\_\_\_  
Lisa K. Goldman, City Manager  
City of Burlingame, CCFD, CAO

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

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

## APPENDIX A

### CHIEF OFFICERS UNIT SALARY SCHEDULE

July 4, 2022

<b>Battalion Chief 56 hour</b>	Bi-weekly		<b>6,792.41</b>	<b>7,132.03</b>	<b>7,485.63</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 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 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

Jan 2, 2023

<b>Battalion Chief 56 hour</b>	Bi-weekly		<b>6,991.30</b>	<b>7,340.86</b>	<b>7,707.90</b>	<b>8,093.29</b>	<b>8,497.95</b>
	Monthly		15,147.82	15,905.20	16,700.45	17,535.46	18,412.23
	Annually		181,773.80	190,862.36	200,405.40	210,425.54	220,946.75
<b>Battalion Chief 40 hour</b>	Bi-weekly		<b>7,585.55</b>	<b>7,964.83</b>	<b>8,363.07</b>	<b>8,781.22</b>	<b>9,220.28</b>
	Monthly		16,435.36	17,257.13	18,119.99	19,025.98	19,977.27
	Annually		197,224.30	207,085.58	217,439.82	228,311.72	239,727.22
<b>Fire Marshal 40 hour</b>	Bi-weekly		<b>7,585.55</b>	<b>7,964.83</b>	<b>8,363.07</b>	<b>8,781.22</b>	<b>9,220.28</b>
	Monthly		16,435.36	17,257.13	18,119.99	19,025.98	19,977.27
	Annually		197,224.30	207,085.58	217,439.82	228,311.72	239,727.22

July 3, 2023

<b>Battalion Chief 56 hour</b>	Bi-weekly		<b>7,340.86</b>	<b>7,707.90</b>	<b>8,093.29</b>	<b>8,497.95</b>	<b>8,922.55</b>
	Monthly		15,905.20	16,700.45	17,535.46	18,412.23	19,332.84
	Annually		190,862.36	200,405.40	210,425.54	220,946.70	231,994.08
<b>Battalion Chief 40 hour</b>	Bi-weekly		<b>7,964.83</b>	<b>8,363.07</b>	<b>8,781.22</b>	<b>9,220.28</b>	<b>9,681.29</b>
	Monthly		17,257.13	18,119.99	19,025.98	19,977.27	20,976.13
	Annually		207,085.58	217,439.82	228,311.72	239,727.28	251,713.58
<b>Fire Marshal 40 hour</b>	Bi-weekly		<b>7,964.83</b>	<b>8,363.07</b>	<b>8,781.22</b>	<b>9,220.28</b>	<b>9,681.29</b>
	Monthly		17,257.13	18,119.99	19,025.98	19,977.27	20,976.13
	Annually		207,085.58	217,439.82	228,311.72	239,727.28	251,713.58

July 3, 2024

<b>Battalion Chief 56 hour</b>	Bi-weekly		<b>7,634.49</b>	<b>8,016.21</b>	<b>8,417.02</b>	<b>8,837.87</b>	<b>9,279.76</b>
	Monthly		16,541.40	17,368.46	18,236.88	19,148.72	20,106.15
	Annually		198,496.74	208,421.46	218,842.52	229,784.62	241,273.85
<b>Battalion Chief 40 hour</b>	Bi-weekly		<b>8,283.42</b>	<b>8,697.59</b>	<b>9,132.47</b>	<b>9,589.09</b>	<b>10,068.54</b>
	Monthly		17,947.41	18,844.78	19,787.02	20,776.36	21,815.18
	Annually		215,368.92	226,137.34	237,444.22	249,316.34	261,782.13
<b>Fire Marshal 40 hour</b>	Bi-weekly		<b>8,283.42</b>	<b>8,697.59</b>	<b>9,132.47</b>	<b>9,589.09</b>	<b>10,068.54</b>
	Monthly		17,947.41	18,844.78	19,787.02	20,776.36	21,815.18
	Annually		215,368.92	226,137.34	237,444.22	249,316.34	261,782.13

July 4, 2022

<b>Battalion-Chief</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>
<b>56-hour</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>	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>
<b>40-hour</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-Marshall</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>
<b>40-hour</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, 2023 - June 30, 2025**

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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 of January 2023, there will be an equity adjustment of two and 928/1000 (2.928%) for all classifications.

Effective the first full pay period of July 2023, there will be an equity adjustment of five percent (5%) for all classifications.

Effective the first full pay period of July 2024, there will be an equity adjustment of four percent (4%) for all classifications.

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.

## **12.7. Reopener**

The parties agree to reopen negotiations on Article 12.1.1 Retiree Medical during the term of this MOU for the purpose of creating a retiree medical benefit plan that will be funded solely by employee contributions.

## **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 two (2) years, beginning on July 1, 2023 through June 30, 2025.

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.

\_\_\_\_\_  
Doug Davis, City Manager  
Town of Hillsborough

\_\_\_\_\_  
Tim Louis, Battalion Chief, CCFD

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

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

\_\_\_\_\_  
Lisa K. Goldman, City Manager  
City of Burlingame, CCFD, CAO

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

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

## APPENDIX A

### CHIEF OFFICERS UNIT SALARY SCHEDULE

July 4, 2022

<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>
	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>
	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>
	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

Jan 2, 2023

<b>Battalion Chief 56 hour</b>	Bi-weekly		<b>6,991.30</b>	<b>7,340.86</b>	<b>7,707.90</b>	<b>8,093.29</b>	<b>8,497.95</b>
	Monthly		15,147.82	15,905.20	16,700.45	17,535.46	18,412.23
	Annually		181,773.80	190,862.36	200,405.40	210,425.54	220,946.75
<b>Battalion Chief 40 hour</b>	Bi-weekly		<b>7,585.55</b>	<b>7,964.83</b>	<b>8,363.07</b>	<b>8,781.22</b>	<b>9,220.28</b>
	Monthly		16,435.36	17,257.13	18,119.99	19,025.98	19,977.27
	Annually		197,224.30	207,085.58	217,439.82	228,311.72	239,727.22
<b>Fire Marshal 40 hour</b>	Bi-weekly		<b>7,585.55</b>	<b>7,964.83</b>	<b>8,363.07</b>	<b>8,781.22</b>	<b>9,220.28</b>
	Monthly		16,435.36	17,257.13	18,119.99	19,025.98	19,977.27
	Annually		197,224.30	207,085.58	217,439.82	228,311.72	239,727.22

July 3, 2023

<b>Battalion Chief 56 hour</b>	Bi-weekly		<b>7,340.86</b>	<b>7,707.90</b>	<b>8,093.29</b>	<b>8,497.95</b>	<b>8,922.85</b>
	Monthly		15,905.20	16,700.45	17,535.46	18,412.23	19,332.84
	Annually		190,862.36	200,405.40	210,425.54	220,946.70	231,994.08
<b>Battalion Chief 40 hour</b>	Bi-weekly		<b>7,964.83</b>	<b>8,363.07</b>	<b>8,781.22</b>	<b>9,220.28</b>	<b>9,681.29</b>
	Monthly		17,257.13	18,119.99	19,025.98	19,977.27	20,976.13
	Annually		207,085.58	217,439.82	228,311.72	239,727.28	251,713.58
<b>Fire Marshal 40 hour</b>	Bi-weekly		<b>7,964.83</b>	<b>8,363.07</b>	<b>8,781.22</b>	<b>9,220.28</b>	<b>9,681.29</b>
	Monthly		17,257.13	18,119.99	19,025.98	19,977.27	20,976.13
	Annually		207,085.58	217,439.82	228,311.72	239,727.28	251,713.58

July 3, 2024

<b>Battalion Chief 56 hour</b>	Bi-weekly		<b>7,634.49</b>	<b>8,016.21</b>	<b>8,417.02</b>	<b>8,837.87</b>	<b>9,279.76</b>
	Monthly		16,541.40	17,368.46	18,236.88	19,148.72	20,106.15
	Annually		198,496.74	208,421.46	218,842.52	229,784.62	241,273.85
<b>Battalion Chief 40 hour</b>	Bi-weekly		<b>8,283.42</b>	<b>8,697.59</b>	<b>9,132.47</b>	<b>9,589.09</b>	<b>10,068.54</b>
	Monthly		17,947.41	18,844.78	19,787.02	20,776.36	21,815.18
	Annually		215,368.92	226,137.34	237,444.22	249,316.34	261,782.13
<b>Fire Marshal 40 hour</b>	Bi-weekly		<b>8,283.42</b>	<b>8,697.59</b>	<b>9,132.47</b>	<b>9,589.09</b>	<b>10,068.54</b>
	Monthly		17,947.41	18,844.78	19,787.02	20,776.36	21,815.18
	Annually		215,368.92	226,137.34	237,444.22	249,316.34	261,782.13