



Central County Fire Department

Serving the communities of Burlingame, Hillsborough and Millbrae

BOARD OF DIRECTORS REGULAR MEETING AGENDA

**Wednesday, September 10, 2025
4 p.m.**

Council Chambers, Hillsborough Town Hall, 1600 Floribunda Ave., Hillsborough, 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: Council Chambers, Hillsborough Town Hall, 1600 Floribunda Ave., Hillsborough, CA 94010

To Observe the Meeting via Zoom:

To access the meeting by computer:

Go to www.zoom.us/join

Meeting ID: 827 1050 5566

Passcode: 4061

To Access the Meeting by Phone:

+1 669 900 6833

Meeting ID: 827 1050 5566

Passcode: 4061

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. 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 Wednesday, September 10, 2025.

5. APPROVAL OF MINUTES

- a. Minutes from July 9th, regular meeting

6. CONSENT CALENDAR

- a. Central County Fire Department Treasurer's Report for Q4 Fiscal Year 2024-25
- b. Resolution Approving the Memorandum of Understanding between the Central County Fire Department and the Central County Fire Department Chief Officers (Battalion Chiefs and Fire Marshal)
- c. Resolution Authorizing the Chief Administrative Officer or Their Designee to Enter into a Purchase Agreement for the Purchase of one Honda CRV Hybrid and Rescind Resolution 25-12

7. STAFF REPORTS

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

8. BOARD OF DIRECTORS' COMMENTS**9. ADJOURN TO CLOSED SESSION****10. CLOSED SESSION**

- a. Conference with Labor Negotiator for Central County Firefighters Union (Fire Captains, Firefighters, Fire Inspectors and Deputy Fire Marshal) (GC#54957.6(a)). Agency Negotiators: Jennifer Crims, HR Director and Timothy Davis, Attorney, Burke, Williams & Sorensen.

11. ADJOURN CLOSED SESSION

The report out from closed session will be given at the November 12, 2025 regular meeting.

12. ADJOURNMENT

NOTICE: Any members of the public wishing accommodation for disabilities please contact the Board Clerk at (650) 558-7605 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., Monday – Thursday, and on the CCFD website at 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)*
July 9, 2025 Regular Meeting

1. CALL TO ORDER

Meeting called to order at 4:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

All Board Members present.

4. PUBLIC COMMENTS – NON-AGENDA

There were no public comments.

5. APPROVAL OF MINUTES

- a. Minutes from April 9, 2025 regular meeting
- b. Minutes from June 11, 2025 regular meeting

Board Member Chuang motioned to approve the meeting minutes for April 9, 2025 and June 11, 2025; Vice-Chair Cole seconded the motion. Approved 4-0-0.

6. CONSENT CALENDAR

- a. Resolution to Amend the FY 2024-2025 Budget for the Central County Fire Department and Rescind Resolution 25-05

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

7. STAFF REPORTS

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

Chief Pucci provided a brief update:

- Chief Pucci thanked the Board for their support and attendance at the Station 36 reopening ceremony
- Chief Pucci called attention to the meeting packet and an executive summary from the labor group addressed to the Board
- Three new Firefighters are scheduled to attend the fall Fire Academy; 2 lateral Firefighters are in backgrounds
- Statewide fire activity has increased, however, so far, no personnel have been deployed
- Battalion Chief Jeff Baker announced his retirement after a long career with the Department. Chief Pucci thanked Chief Baker and shared that a more formal commemoration would follow.

Board Chair Stevenson congratulated Chief Pucci and staff on the milestone of reopening station 36 and extended well wishes to Chief Baker.

Board Member Chuang thanked Chief Baker for his inspiring mentorship to young Firefighters through the years.

Vice-Chair Cole thanked Chief Baker for his dedicated service.

8. BOARD OF DIRECTORS' COMMENTS

Board Member Chuang thanked Rubina and staff for a memorable and meaningful ceremony and stressed the significance of 36 being open given the robust development of the area.

Board Member Cole shared that community members are tuned in and very pleased about the reopening of Station 36.

9. ADJOURNMENT

Adjourned to closed session at 4:13 p.m.



AGENDA ITEM: 6a

STAFF REPORT

MTG. DATE: September 10, 2025

TO: Board of Directors

DATE: September 10, 2025

FROM: Dave Pucci, Fire Chief
Jan Cooke, Finance Director

APPROVED BY: 
Doug Davis, CAO

SUBJECT: Central County Fire Department Treasurer's Report for Q4 Fiscal Year 2024-25

Recommendation:

Staff recommends that the Board receive the Central County Fire Department Treasurer's Report for Q4 Fiscal Year 2024-25.

Background:

The Treasurer's Report is provided to the Central County Fire Department's Board for Q4 Fiscal year 2024-25. The primary investments prioritize safety and liquidity, aligning with the adopted Investment Policy.

The interest rate was 4.4% for Q4 FY 2024-25.

As of June 30, 2025, the LAIF investment was primarily comprised of Treasuries (55%), Agencies (25%), Certificates of Deposit and Bank Notes (9%), Commercial Paper (7%), and All Others (4%).

The report consists of the Local Agency Investment Fund (LAIF) Performance Report and Quarterly Statements as allowed by California Government Code Section 53646 Section (e) "For local agency investments that have been placed in the Local Agency Investment Fund, created by Section 16429.1, in National Credit Union Share Insurance Fund-insured accounts in a credit union, in accounts insured or guaranteed pursuant to Section 14858 of the Financial Code, or in Federal Deposit Insurance Corporation-insured accounts in a bank or savings and loan association, in a county investment pool, or any combination of these, the treasurer or chief fiscal officer may supply to the governing body, chief executive officer, and the auditor of the local agency the most recent statement or statements received by the local agency from these institutions in lieu of the information required by paragraph (1) of subdivision(b) regarding investments in these institutions."

Fiscal Impact:

There is no fiscal impact associated with this agenda item.

Attachments:

1. Central County Fire Department Treasurer's Report for Q4 FY 2024-25

CENTRAL COUNTY FIRE DEPARTMENT

TREASURER'S REPORT

Fiscal Year 2024/2025

Q4 | Quarter End June 30, 2025



PREPARED BY

Jan Cooke

Finance Director and Treasurer

1399 Rollins Road
Burlingame, CA 94010

(650) 558-7600
www.ccfld.org



PMIA/LAIF Performance Report as of 08/06/25



Quarterly Performance Quarter Ended 6/30/25

LAIF Apportionment Rate ⁽²⁾ :	4.40
LAIF Earnings Ratio ⁽²⁾ :	0.00012059828906715
LAIF Administrative Cost ^{(1)*} :	0.18
LAIF Fair Value Factor ⁽¹⁾ :	1.001198310
PMIA Daily ⁽¹⁾ :	4.26
PMIA Quarter to Date ⁽¹⁾ :	4.27
PMIA Average Life ⁽¹⁾ :	248

PMIA Average Monthly Effective Yields⁽¹⁾

July	4.258
June	4.269
May	4.272
April	4.281
March	4.313
February	4.333

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 6/30/25 \$178.1 billion

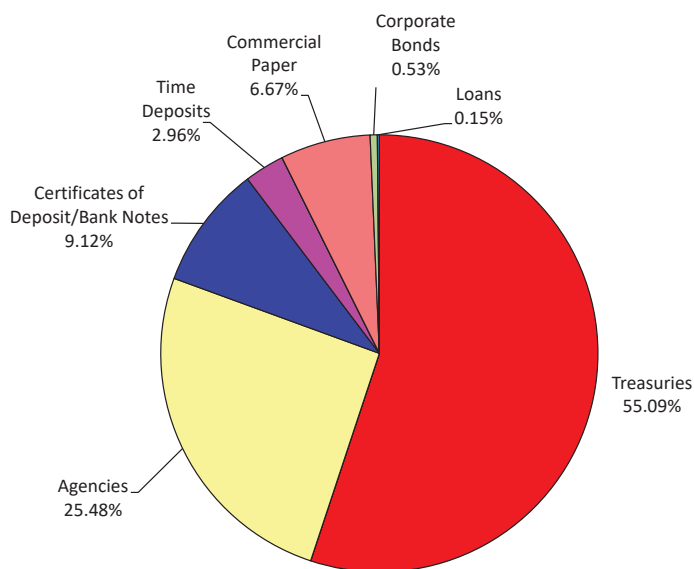


Chart does not include \$1,063,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

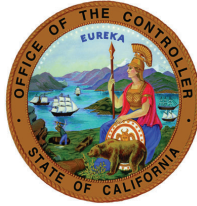
Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



MALIA M. COHEN
California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	CENTRAL COUNTY FIRE
Account Number	40-41-015

As of 7/15/2025, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 6/30/2025.

Earnings Ratio		0.00012059828906715
Interest Rate		4.40%
Dollar Day Total	\$	202,255,006.31
Quarter End Principal Balance	\$	2,226,315.77
Quarterly Interest Earned	\$	24,391.61



AGENDA ITEM: 6b

STAFF REPORT

MTG. DATE: September 10, 2025

TO: Board of Directors

DATE: September 10, 2025

FROM: Jennifer Crims, Human Resources Director

APPROVED BY: 
Doug Davis, CAO

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

Recommendation:

Adopt the Resolution approving a three-and-a-half-year successor Memorandum of Understanding (MOU) for the Chief Officers group.

Background:

The Chief Officers group is comprised of the following classifications: 56-Hour Battalion Chief, 40-Hour Battalion Chief and Fire Marshal. The Central County Fire Department recognizes this employee group as representatives for these classifications. 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: July 1, 2025, through December 31, 2028.
- Salary increases:
 - 4.0% equity adjustment first full pay period following adoption (retroactive to July 1, 2025)
 - 4.0% equity adjustment first full pay period of July 2026
 - 4.0% equity adjustment first full pay period of July 2027
 - 2.0% equity adjustment first full pay period of July 2028
- Increase internal alignment between the 56-Hour Battalion Chief classifications in this group and the 56-Hour Fire Captain classification from 19.5% to 20.0%.
- Temporary Upgrade Pay: Establish as standard hourly rate times 8.0% for temporary assignment in higher classification outside of the Chief Officers group.
- Training Premium for Training Battalion Chief: Establish as standard hourly rate times 2.5%.
- Retirement Health Savings Plan: Upon retirement, one half of sick leave (up to applicable maximum) will be deposited to employee's retirement health savings account.
- Vacation Accumulation: Vacation accrued beyond employee's maximum will be automatically deposited into employee's existing 457 account by end of December, not to exceed IRS maximum allowable contributions.

- Limited reopener with regard to the Department's Technical Rescue Program.

Fiscal Impact:

The cost of the increases is projected to be approximately \$792,404 excluding overtime, over the course of the contract. The Department is currently in negotiations with the Central County Firefighters Union. When a successor MOU is adopted, staff will recommend updates to the Chief Officers MOU to maintain internal alignment and language clean-up for consistency between the groups. The impact to the FY 2025-26 budget is an estimated increase of \$42,608 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 2025-26.

Attachments:

1. Resolution approving a three-and one-half year successor Memorandum of Understanding with the Chief Officers group.
2. Memorandum of Understanding with Chief Officers group (redlined)
3. Memorandum of Understanding with Chief Officers group (clean copy)

RESOLUTION NO. 25-15

**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 three and half-year successor Memorandum of Understanding from July 1, 2025 through December 31, 2028, 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 Hillsborough Town Hall this 10th day of September, 2025.

SIGNED: _____
Peter Stevenson, Chair

ATTEST: _____
Rubina Ellam, Board Clerk

I hereby certify that the foregoing is a true and correct copy of Resolution 25-15 adopted by the Board of Directors of the Central County Fire Department, San Mateo County, California, at its regular meeting held on the 10th day of September, 2025, by the following vote of the members thereof:

AYES: Board Members: _____

NOES: Board Members: _____

ABSENT:	Board Members:	_____

ABSTAIN:	Board Members:	_____

**CENTRAL COUNTY FIRE DEPARTMENT AND
CENTRAL COUNTY FIRE DEPARTMENT CHIEF OFFICERS
2025 SUCCESSOR MOU NEGOTIATIONS
07/23/2025**

CENTRAL COUNTY FIRE DEPARTMENT'S TOTAL PACKAGE PROPOSAL

The Central County Fire Department proposes the following as a Total Package Proposal:

Representatives of the [Central County](#) Chief Officers and representatives of Central County Fire Department, [a joint powers agency of the City of Burlingame and the Town of Hillsborough](#), have met and conferred in good faith regarding wages, hours and other terms and conditions of employment [for employees in the representation unit listed in Section 1, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.](#)

SECTION 1 RECOGNITION

The Central County Fire Department Chief Officers, hereinafter referred to as the "Chief Officers" or "Chief Officers Unit", is recognized as the majority representative, [as provided in the Department's Employer-Employee Relations Ordinance](#) 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 CHIEF OFFICERS 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 MMBA.](#)

SECTION 3 MANAGEMENT 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, the City of Burlingame and Town of Hillsborough and shall be limited only by the express and](#)

specific terms of the Memorandum.

The Department reserves, retains, and is vested with, solely and exclusively, all rights of management, regardless of the frequency of use, which have not been expressly abridged by specific provisions of the Agreement or by law, to manage the Department. Without limiting the generality of the foregoing, the Department continues to reserve and retain solely and exclusively all rights of management, including but not limited to the right:

- A. To determine the mission of its constituent Department's, commissions, and boards and the services to be rendered thereby;
- B. To set standards of service;
- C. To direct its employees;
- D. To take disciplinary action;
- E. To relieve its employees from duty because of lack of work or lack of funds;
- F. To take all necessary actions to carry out its mission in emergencies

The exercise and retention of the Department's exclusive rights enumerated above does not preclude employees or their representatives from meeting and conferring regarding the impact of the exercise of management rights on wages, hours, and other terms and conditions of employment.

SECTION 2 **SECTION 4** **NO DISCRIMINATION**

The Department ~~agrees will to~~ not discriminate against an employee because of political opinion or affiliations, or because of membership as Chief Officers or because of any activities on behalf of the Chief Officers Unit. No employee or candidate for employee shall be hired, promoted, demoted, discharged or in any way favored or discriminated against because of their actual or perceived: race (including traits historically associated with race, such as hair texture and protective hairstyles),, religion, creed, color, religious belief, national origin, ancestry, citizenship, physical disability (including HIV/AIDS) or mental disability, -age, sex, sexual orientation, gender, gender identity, gender expression, transgender status, reproductive health decision making (including pregnancy, childbirth, breastfeeding, or related medical conditions), family or military caregiver status, medical condition as defined by state law, cancer or genetic information, marital status (including registered domestic partnership status), age (40 and over), military or veteran status, use of cannabis off the job and aware from the workplace (except as may be required by federal law), prior cannabis use, and/or any other consideration protected by federal, state or local law (sometimes referred to, collectively, as "protected characteristics".) or physical or mental disability which does not prevent an employee from meeting the minimum standards established by the Department.

SECTION 5 **ADVANCE NOTICE**

Except in cases of emergency, the Chief Officers shall be given reasonable advance

written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the Department and shall be given the opportunity to meet and confer with management representatives prior to adoption.

SECTION 3 ~~SECTION 6~~ **SALARY COMPENSATION PLAN**

3.16.1 ~~Salary~~ **Increases** Adjustments

Effective ~~the first full pay period of January 2023~~ the first full pay period after the Board adopts a successor MOU in open session, there will be an equity adjustment of four percent ~~two and 928/1000 (42.928%)~~ for all classifications.

Effective the first full pay period of July ~~2023~~ 2026, there will be an equity adjustment of four five percent (45%) for all classifications.

Effective the first full pay period of July ~~2024~~ 2027, there will be an equity adjustment of four percent (4%) for all classifications.

Effective the first full pay period of July 2028, there will be an equity adjustment of two percent (2%) for all classifications.

~~36.1.1~~ **Survey Methodology**

~~Designated members of the Chief Administrators and Department will meet to jointly conduct a benchmark salary compensation 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, unless otherwise agreed. The salary compensation survey shall reflect will include the cash compensation (examples include base salary, city paid deferred compensation, education incentives, longevity incentives, EMT incentive and holiday pay) paid to seven eleven (711) benchmark agencies (Palo Alto, San Bruno, Redwood City, San Mateo Consolidated, Menlo Park Fire District, South San Francisco, Daly City, Alameda, Berkeley, Milpitas, and Mountain View). In the event that non-cash benefits are compared to cash compensation benefits, a reasonable cash value will be assigned to the non-cash benefit~~

36.4x.24 **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~~ twenty percent (~~19.5~~ 20%) 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.

Pay Days/Biweekly Payroll

The salary schedule and vacation and sick leave accrual amounts reflect the bi-weekly payroll format.

3.26.2 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).

3.36.3 Exempt Employees

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

3.46.4 Definitions

Salary: Base Salary amount as stated on the ~~posted~~ Board adopted 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~~ Temporary Upgrade Pay Rate: Standard Hourly Rate times 58% for temporary assignment in a higher classification outside the Chief Officers Unit.

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Training Premium for Training Battalion Chiefs: Standard Hourly Rate multiplied by 2.5%

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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 X TEMPORARY UPGRADE PAY

Any employee who is temporarily assigned to work in a higher classification outside the unit shall receive a Temporary Upgrade Pay, calculated as base hourly rate plus any education, multiplied by eight percent (8.0%). Temporary assignments will be based on the Fire Chief's discretion.

If the temporary assignment is to a vacant position, the temporary assignment will be for no more than 960 hours per fiscal year. For purposes of this Section, a "vacant position" refers to a position that is vacant during recruitment for a permanent appointment. "Vacant position" does not refer to a position that is temporarily available due to another employee's leave of absence.

~~Effective after the first Training Battalion Chief selecting during this MOU, t~~ Effective after the first Training Battalion Chief selecting during this MOU.

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.~~

4.16.5 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.

4.26.6 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 [in fire science or related field, subject to approval of the Fire Chief](#), shall be considered job-related. [Full details of the Tuition Reimbursement Program are referenced in Administrative Policy.](#)

~~SECTION 5~~ [SECTION 7](#) DAYS AND HOURS OF WORK

~~5.17.1~~ [5.27.1](#) 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.

~~5.27.2~~ [5.27.2](#) 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

~~5.37.3~~ [5.37.3](#) 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.

~~5.47.4~~ [5.47.4](#) 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 [by their supervisor](#) 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~~7.5 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~~ Emergency call ~~Call back~~ Back.

Emergency Call Back is defined as recall of personnel in addition to the normal on-duty staffing in the event of a disaster or an emergency (e.g., fire, flood, storm, etc.)

~~5.6~~7.6 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 8 COURT PAY

Employees shall be compensated at an overtime rate when subpoenaed to court or to give a deposition concerning anything connected with their course of employment with the Department unless such work occurs during their regularly scheduled shift. Employees will receive a minimum of two hours pay at the overtime rate for each appearance, unless such work occurs during their regularly scheduled shift. Employees filing legal actions against the Central County Fire Department shall not be compensated under this section.

~~SECTION 6~~SECTION 9 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 Day'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 <u>Indigenous Peoples Day</u>	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 th Fourth Thursday in November
Day after Thanksgiving	4 th Fourth Friday in November
<u>Christmas Eve</u>	<u>December 24</u>
Christmas Day	December 25
New Year's Eve Day	December 31

In addition to the designated holidays above, f~~Forty~~ (40)-hour employees will receive ~~an~~ one (1) 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-occurs~~ on Sunday, the following Monday shall be observed. If the holiday ~~falls-occurs~~ on Saturday, the previous Friday shall be observed. If the holiday ~~falls-occurs~~ on an employee's regularly scheduled ~~time-day~~ off, equivalent (hour-for-hour) compensatory time off shall be granted. Employees working a 40 hour/4 day a week schedule shall receive 10 hours of holiday pay for each of these holidays. Employees working a 40 hour/5 day week schedule shall receive 8 hours holiday pay for each holiday.

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 Day'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 <u>Indigenous Peoples Day</u>	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th 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 7.1. 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 th Anniversary	4.93	128	+40
10 th Anniversary	6.16	160	
11 th Anniversary	6.16	160	+8
12 th Anniversary	6.16	160	+8
13 th Anniversary	6.16	160	+8
14 th Anniversary	6.16	160	+8
15 th Anniversary	7.39	192	+8
20 th Anniversary	8.0	208	+16

7.3 56 Hour Employee Vacation Schedule

56 Hour Employee Vacation Schedule

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

3 rd Anniversary	5.54	144	+60
5 th Anniversary	7.39	192	
10 th Anniversary	9.23	240	
11 th Anniversary	9.23	240	+12
12 th Anniversary	9.23	240	+12
13 th Anniversary	9.23	240	+12
14 th Anniversary	9.23	240	+12
15 th Anniversary	11.08	288	+12
20 th 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.

Any vacation leave accrued beyond the employee's maximum will be automatically deposited into the employee's existing 457 account by the end of each year in December, not to exceed the IRS maximum for annual 457 contributions.

7.5 Vacation Cash Out

Employees ~~in this unit~~ are eligible to submit a request to cash out up to a total of 60 hours accrued vacation leave two times per calendar year. The employee must have a minimum balance of 200 hours as of December 31 of the election year to be eligible. ~~All unit-Eligible~~ employees who elect to participate will complete a form between December 1 and December 31 of each year, indicating the number of vacation hours they will cash out the following calendar 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-June~~ and ~~September-December~~ of the year following the election.

-Vacation must be accrued before it is used. ~~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, e~~ 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~~ occurs during an annual vacation leave of an employee who receives holiday time off, such holiday(s) 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~~ cashed out 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, indicating the number of vacation hours they will cash out the following calendar year. ~~They will mark one of two choices:~~

~~I am eligible to participate, but I choose to NOT cash out any administrative leave next calendar year.~~

~~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~~ June and ~~September~~ December of the year following the election.

-Administrative leave ~~that is used is understood to be on a first-earned basis~~ must be accrued before it is used.

-Elections are irrevocable.

SECTION 8 SICK LEAVE FOR EMPLOYEE

8.1 Sick Leave Defined

Sick Leave is defined as 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 including the following with appropriate certification of the need for such services:

- [A temporary restraining order or restraining order.](#)
- [Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.](#)
- [To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.](#)
- [To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking](#)

8.2 Sick Leave Accrual

~~56-hour Unit members~~ [All full-time employees assigned to a 56-hour schedule](#) 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.

[Employees may use their accrued sick leave for eligible FMLA/CFRA leave, Pregnancy Disability Leave, and New Parent leave.](#)

8.x Sick Leave for Care of Family

[Employees may use sick leave for attendance upon a member of his or her immediate family, as defined in this section, who is seriously ill and requires care by the employee and/or visitation by the employee at the hospital.](#)

[For purposes of this subsection "immediate family" means:](#)

- [Parent \(biological, adoptive, foster-parent, stepparent, grandparent or legal guardian of an employee or the employee's spouse, or domestic partner \(upon submission of a written affidavit for domestic partnership or notarized Declaration of Domestic Partnership filed with the California Secretary of State\) or a person who stood in loco parentis when the employee was a minor child\);](#)
- [Spouse or domestic partner \(upon submission of a written affidavit for domestic partnership or notarized Declaration of Domestic Partnership filed with the California Secretary of State\);](#)

- Child (biological, adopted, foster-child, stepchild, grandchild, legal ward or child to whom the employee stands in loco parentis);
- Sibling; and
- Designated person (identified by employee at the time leave is requested and employee is limited to one (1) "designated person" per 12-month period)

A 40-hour workweek employee may use up to two hundred (200) hours and a 56-hour workweek employee can use up two hundred and forty (240) hours of sick leave in a calendar year to care for immediate family as defined in this section. However, if extenuating circumstances exist, at the discretion of the Fire Chief or their designee, a reasonable extension of the two hundred (200) hours for a 40-hour workweek employee or two hundred and forty (240) hours for a 56-hour workweek employee may be granted.

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.

Additionally, if a holiday falls within a period during which an employee is on sick leave to care for an immediate family member, the holiday shall similarly not be charged to the employee's sick leave balance.

8.5- Sick Leave Upon Death or 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. All payments pursuant to this section shall be shall reduce the sick leave available for service credit for unused sick leave as provided by the Department's contract with CalPERS.

Upon full service retirement, or disability retirement, an employee shall have up to one half (1/2) of 1200 hours of accumulated sick leave to a maximum of 600 hours for 56-hour 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 week employees, paid to employee's Retirement Health Savings Account in accordance with Plan design. Payment of unused sick leave hours shall be made at the employee's actual hourly rate of pay.

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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/she 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~~ [Human Resources](#) by ~~March 1~~ [December 31](#) of each year.
2. Approved conversions will [be made in the second pay period of 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 [by the Fire Chief subject to work limitations as prescribed by a treating physician](#), on a case-by-case basis. [The decision to permit a light duty assignment rests exclusively with the Fire Chief, but shall not be unreasonably withheld.](#) ~~to~~ [Light duty shall be allowed for hours worked. For fifty-six \(56\) hour workweek personnel, sick leave hours will not be](#)

charged if the employee chooses to work a forty (40) hour workweek, on a 40-hour work schedule with their doctor's approval, subject to the approval of the Fire Chief.

The normal assignment for light duty will be between the hours of 0800 and 1800. If the employee chooses to work light duty on the shift schedule, only the hours worked (between 0800 to 1800) will be deducted from their sick leave usage.

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)~~ 40 hours for 40-hour workweek employees and one hundred and twenty (120) hours for 56-hour workweek employees. For the purposes of this rule "immediate family" means employee's parent, sibling, spouse, registered domestic partner, child, grandparent, grandchild, or the same relatives of a spouse or registered domestic partner; employee's, spouse's or registered domestic partner's stepfamily (parent, sibling, child, grandparent, grandchild); former legal guardian, or immediate household member. father, mother, husband, wife, son, daughter, sister, brother, grandparents, mother-in-law, father-in-law or domestic partner. These Bereavement leave hours must be taken within four three weeks months of the death, and must be used in increments of no less than eight (8) hours for 40-hour workweek employees and no less than 12 hours for 56-hour workweek employees. The Fire Chief can approve additional leave for special circumstances, however any authorized leave with pay shall be chargeable to compensatory time, sick leave or vacation leave, at the election of the employee.

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 in increments of no less than eight (8) hours for 40-hour workweek employees and no less than twelve (12) hours for 56-hour workweek employees. Special consideration will also be given to any other person whose association with the employee was similar to the aforementioned relationships.

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 [accepted](#) Industrial Accident Leave may be assigned by the Department to light duty [subject to any work restrictions established by the treating physician, 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.

SECTION 11 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.~~ [Full details of the Military Leave are set forth in the Personnel Rules and shall apply to members of this unit.](#)

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~~ Employees called and required to report to jury duty shall be ~~entitled to absent himself~~ excused from all assigned his duties until released by the court. Employees may be required to provide a notice of jury duty service (jury summons) or notice provided by the court and shall be compensation for their full salary, 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, up to and including termination. An employee may appeal the job abandonment action in accordance with the Section [redacted], Grievance of this Agreement.

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~~ fully exhausted accrued 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 any unused donated time will be returned to donating employees on a last-donated, first-returned basis.

XX.7 Right of Employee to Retain Position

When leave of absence with or without pay is granted, the employee shall be restored to the position or an equivalent position vacated by him or her at the expiration of his or her leave.

SECTION 12 HEALTH AND WELFARE

12.1 Medical

The Department contracts with the California Public Employees Retirement (CalPERS) system for participation under the ~~Medical insurance is provided in accordance with CalPERS~~ Public Employees' Medical and Hospital Care Act (PEMHCA), for the purpose of providing medical insurance benefits for employees, their dependents, and qualifying annuitants and their dependents.

During the term of the contract, the maximum Department contribution to the employee's monthly medical premium shall be a maximum of 95% of equal the three party basic premium for the Blue Shield HMO ~~Bay Area~~ Region 1 as offered by the CalPERS health program ~~and this~~ The maximum Department contribution ~~includes is inclusive of~~ the PEMHCA statutory minimum, as prescribed by Government Code Section 22892.

Should there be any changes to the availability of Blue Shield HMO Region 1, 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 are~~ responsible for the difference between the Department maximum contribution and any higher premium plan selected by the employee.

Alternative Medical Benefit

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. [Employees must submit a waiver form and provide Proof-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 [the PEMHCA employer monthly annuitant health contribution as provided by the Department's contract with CalPERS \(PEMHCA Section 22892\(c\)\)](#), plus a retiree medical benefit contribution equivalent to the amount necessary for enrollment in a [CalPERS](#) single, two-party or family [Blue Shield HMO Region 1](#) coverage, ~~up to the same maximum Department contribution for medical premiums as active employees. The 5% employee contribution does not continue into retirement. Any tax consequences associated with medical premium reimbursement are the responsibility of the retiree.~~

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~~ [the Department](#), ~~in lieu of retiree medical coverage.~~ Employee vesting is 0% until ~~the end of year 5~~ [they complete 5 years of service](#); then 100% vested as of the beginning of the ~~5th-6th~~ year. All years of service with ~~Central County Fire~~ [the Department](#) will count toward vesting.

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

[Any employee retiring \(service or disability\) shall have up to one half \(1/2\) of 1200 hours of accumulated sick leave to a maximum of 600 hours for 56-hour 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 week employees, paid to employee's Retirement Health Savings Account in accordance with Plan design. Payment of unused sick leave hours shall be made at the employee's actual hourly rate of pay.](#)

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[The Chief Officers Unit may submit a side letter regarding retirement health savings account contributions upon service or disability retirement annually.](#)

Refer to the current side letter for approved contributions. The side letter is effect on a calendar year which runs from January 1 through December 31 annually.

The Chief Officers Unit may elect to change the above listed election for each successive calendar year of this MOU. Chief Officers must notify Human Resources by October 31st of the change(s) to be made for the following calendar year. In the event notification is not received by the deadline, the Chief Officer's existing election in effect at the time will continue for the following calendar year.

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12.2 Dental

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

Effective October 2025, the Department and Chief Officers will form a Dental Subcommittee to explore alternative dental coverage and benefit options. Any changes to the existing Dental Benefit will be by mutual agreement.

12.3 Vision

Eligible employees and their [eligible](#) 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~~Each [eligible](#) dependent receives the same coverage except that reimbursement [frames/lens is](#) ~~is~~ 50% of the employee's [allowance](#) ~~allowable cost~~.

12.4 Life

12.4.1 The Department ~~shall agree to provide~~ [and pay for](#) 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~~ [in accordance with State and Federal law](#).

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 [CalPERS](#) guidelines.

The Department shall provide and maintain all employees with required safety equipment. The Department shall provide two (2) sets of structural firefighting turnouts (i.e., bunker boots, turnout pants, and coat) for each employee. As uniform sets are replaced, each employee will retain their serviceable turnouts as a spare.

Employees who fail to care for and maintain a proper uniform or safety equipment are subject to appropriate disciplinary action.

X DEPARTMENT-ISSUED PHONE AND COMPUTER

The Department will provide Chief Officers with a department-issued mobile phone, computer, or other electronic communication device as necessary to perform their assigned job duties. All costs for such devices and/or services will be funded by the Department. The determination of which classifications or positions are eligible for department-issued equipment shall be made by the Fire Chief based on operational needs and technological requirements.

The primary use of Department-issued mobile phones, computers, and/or other electronic communication device under this section should be for Department business use only. Personal use of Department-issued mobile phones, computers, and/or other electronic communication device is permitted, however, are all subject to the access and disclosure by the Department.

All department-issued mobile phones, computers, or other electronic communication device remain the property of the Department and must be returned upon separation from employment or upon request by the Human Resources Director. Chief Officers who are provided a department-issued mobile phone, computer, or other electronic communication device are responsible for reasonable care of such equipment.

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. In no event shall the exchange of on duty time result in additional overtime or the compounding of overtime.

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~~ Regular-Status Employees

~~Permanent~~ Regular-status employees may be laid off, without prejudice, due to lack of funds or curtailment of work. No ~~permanent~~ regular-status 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~~ a reduction in the number of employees budgeted positions is made, 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 with the Fire Chiefs Officers as prescribed by the MMBA ~~and reach mutual agreement~~ prior to said layoff ~~concerning all ramifications of the proposed layoff.~~

SECTION ~~xx~~ **PERSONNEL FILES & RELEASE OF INFORMATION**

Each employee shall have the right to inspect and review any record relating to his performance as an employee or to a grievance concerning the employee, which is kept or maintained by the Department. The contents of such records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the Human Resources Department.

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

The Department shall provide an opportunity for the employee to respond in writing or personal interview to any information about which the employee disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of his/her permanent personnel record. No information shall be placed in a personnel file without the knowledge of the employee, preferably with the employee's signature and date.

SECTION ~~xx~~ **RELEASE OF INFORMATION**

The Department shall release information to creditors or other persons only upon proper identification of the inquirer and acceptable reasons for the inquiry. Information then given is limited to verification of employment, length of employment and verification of salary information if the person inquiring first indicates the correct salary to the Department. Release of more specific information will ~~may~~ only be as provided by Statute or as authorized by the employee.

SECTION ~~47~~~~xx~~ **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.

Unless otherwise provided in writing, when a person accepts employment with the Department, the Department shall always be considered the employee's primary employer. Working at a second job during on-duty hours at the Central County Fire Department is prohibited absent approval of the Fire Chief or designee. In no event shall

an employee receive compensation from both the Department and an outside employer for the same hours worked.

The Department will not take adverse employment action against any employee for engaging in lawful conduct occurring during nonworking hours away from Department premises. If an employee's outside employment results in working the second job during on-duty Central County Fire Department hours, adversely affects the employee's performance on the job, creates a conflict of interest, or has a determinantal effect on any one or all of an employee's job duties while at work, the employee may be subject to disciplinary action up to and including termination.

For the purposes of this policy, self-employment is considered secondary employment.

All employees holding or considering secondary employment must complete a Secondary Employment form and submit it to the Fire Chief before accepting the secondary job in order to ensure that the job will not create, interfere or cause a conflict of interest with the proper performance of their duties.

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 [or Registered Domestic Partner](#) of a member who died prior to retirement should the spouse remarry (GC Section 21551).

SECTION 20 GRIEVANCE PROCEDURE

20.1 Definitions

~~19~~**20.1.1** "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) fourteen (14) 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~~ Chief Officers' 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~~-Chief Officers 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~~-Chief Officers 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~~ Employees 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.

Disciplinary actions are defined as written reprimands, suspensions, reduction in pay, demotions and dismissals imposed for reasons of punishment. Actions taken due to layoffs are not disciplinary actions, nor are performance evaluations, and the withholding of step increases.

Any employee directed to attend a meeting at which one of the issues is the proposed discipline of said member shall be entitled to representation at such meeting, provided such representation shall include no more than one Department employee in addition to the employee being disciplined. The limitation of this Section shall apply to employees on paid release time and not witnesses who may be necessary to the meeting.

All investigations shall be conducted without bias and all discipline shall be implemented in a fair and consistent manner.

A Department manager may, upon approval from Human Resources, relieve an employee from duty with pay. Such relief from duty may occur in order to maintain employee morale, safety or security of the workplace during an investigation to determine appropriate action concerning an employee.

21.1 Written Reprimand

The written reprimand will document the date, time and place of the inappropriate behavior or performance, site applicable MOU, personnel rule or administrative policy, or statute; 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 ~~Human Resources Department~~. Written reprimands shall be purged from the employee's personnel file after four (4) years unless there is subsequent discipline on similar grounds within the four (4) year period. An employee may submit a written response which shall be attached to the reprimand and placed in the employee's personnel file. Such response must be received by Human Resources within fourteen (14) calendar days of receipt of reprimand.

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-regular-status~~ 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-regular-status~~ 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 Management 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, the City of Burlingame, the Town of Hillsborough and the City of Millbrae 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, personnel rules, policies, 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 xx DURABILITY OF AGREEMENT

The terms of this agreement shall apply to the Chief Officers and also the City of Burlingame and the Town of Hillsborough, as separate jurisdictions. In the event the City and/or Town exercise their right to dissolve the limited joint powers authority governing the merged fire Department, the durability of agreement provision will apply.

Only the specific terms of this agreement that requires clarification due to the dissolution of the merged fire Department shall be subject to a negotiation process.

In the event that the City and/or Town exercise their right to dissolve the limited joint powers authority governing the merged fire Department, all employees that were previously employed by either of the entities shall return to their respective agency.

Employees hired by the joint powers authority will be assigned to one of the agencies on the basis of seniority. Beginning with the highest seniority employee, one employee will be assigned to the first agency (the first agency chosen by random lot). The next employee on the seniority list will be assigned to the second agency. This alternating of assigning employees shall continue until the list of employees is exhausted or until all positions within the individual agency are filled. Any employee of the JPA that is not placed in an individual agency may be subject to layoff.

SECTION xx PERSONNEL RULES

Rules and/or Procedures:

The Department's Personnel Rules and/or Procedures (adopted April 11, 2018 and as formally amended) supersede all interim Department personnel rules and the personnel rules of the City of Burlingame and the Town of Hillsborough.

SECTION 27 TERM

The **current** term of this agreement **will** begins on July 1, **2022-2025** and **will extend the existing expiration date of expires at midnight**, June 30, **20252028, by an additional six**

(6) months, and will thus expire at midnight on December 30, 2028.

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.

Section xx Limited Reopener Upon Completion of the Strategic Plan

The parties mutually acknowledge that the Department is preparing a strategic plan that may implement significant changes to the Department's Technical Rescue Program. Upon completion of the strategic plan, the parties will promptly meet and confer to address necessary changes to the wages, hours, terms and conditions for employees that may participate in the Technical Rescue Program.

The Department's Total Package Proposal may be accepted or rejected in its entirety, not in part. A rejection, in part, will be deemed a rejection of the Department's Total Package Proposal in its entirety.

The Department's Total Package Proposal also includes all previously agreed upon Tentative Agreements. All proposals exchanged by the parties that are not included in a signed Tentative Agreement are hereby withdrawn.

For the Central County Fire Department

**For the Central County Fire Department
Chief Officers**

Timothy L. Davis
Lead Negotiator

William Vella
Patricia Koch
Lead Negotiator

Dated: _____

Dated: _____

**CENTRAL COUNTY FIRE DEPARTMENT AND
CENTRAL COUNTY FIRE DEPARTMENT CHIEF OFFICERS
2025 SUCCESSOR MOU NEGOTIATIONS
07/23/2025**

CENTRAL COUNTY FIRE DEPARTMENT'S TOTAL PACKAGE PROPOSAL

The Central County Fire Department proposes the following as a Total Package Proposal:

Representatives of the Central County Chief Officers and representatives of Central County Fire Department, a joint powers agency of the City of Burlingame and the Town of Hillsborough have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for employees in the representation unit listed in Section 1, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

SECTION 1 RECOGNITION

The Central County Fire Department Chief Officers, hereinafter referred to as the "Chief Officers" or "Chief Officers Unit", is recognized as the majority representative, as provided in the Department's Employer-Employee Relations Ordinance 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 CHIEF OFFICERS 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 MMBA.

SECTION 3 MANAGEMENT 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, the City of Burlingame and Town of Hillsborough and shall be limited only by the express and

specific terms of the Memorandum.

The Department reserves, retains, and is vested with, solely and exclusively, all rights of management, regardless of the frequency of use, which have not been expressly abridged by specific provisions of the Agreement or by law, to manage the Department. Without limiting the generality of the foregoing, the Department continues to reserve and retain solely and exclusively all rights of management, including but not limited to the right:

- A. To determine the mission of its constituent Department's, commissions, and boards and the services to be rendered thereby;
- B. To set standards of service;
- C. To direct its employees;
- D. To take disciplinary action;
- E. To relieve its employees from duty because of lack of work or lack of funds;
- F. To take all necessary actions to carry out its mission in emergencies

The exercise and retention of the Department's exclusive rights enumerated above does not preclude employees or their representatives from meeting and conferring regarding the impact of the exercise of management rights on wages, hours, and other terms and conditions of employment.

SECTION 4 NO DISCRIMINATION

The Department will not discriminate against an employee because of political opinion or affiliations, or because of membership as Chief Officers or because of any activities on behalf of the Chief Officers Unit. No employee or candidate for employee shall be hired, promoted, demoted, discharged or in any way favored or discriminated against because of their actual or perceived: race (including traits historically associated with race, such as hair texture and protective hairstyles),, religion, creed, color, national origin, ancestry, citizenship, physical disability (including HIV/AIDS) or mental disability, sex, sexual orientation, gender, gender identity, gender expression, transgender status, reproductive health decision making (including pregnancy, childbirth, breastfeeding, or related medical conditions), family or military caregiver status, medical condition as defined by state law, cancer or genetic information, marital status (including registered domestic partnership status), age (40 and over), military or veteran status, use of cannabis off the job and aware from the workplace (except as may be required by federal law), prior cannabis use, and/or any other consideration protected by federal, state or local law (sometimes referred to, collectively, as "protected characteristics").

SECTION 5 ADVANCE NOTICE

Except in cases of emergency, the Chief Officers shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the Department and shall be given the opportunity to meet and confer with management representatives prior to

adoption.

SECTION 6 COMPENSATION PLAN

6.1 Salary Adjustments

Effective the first full pay period after the Board adopts a successor MOU in open session, there will be an equity adjustment of four percent (4%) for all classifications.

Effective the first full pay period of July 2026, there will be an equity adjustment of four percent (4%) for all classifications.

Effective the first full pay period of July 2027, there will be an equity adjustment of four percent (4%) for all classifications.

Effective the first full pay period of July 2028, there will be an equity adjustment of two percent (2%) for all classifications.

6.x. 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 twenty percent (20%) 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.

Pay Days/Biweekly Payroll

The salary schedule and vacation and sick leave accrual amounts reflect the bi-weekly payroll format.

6.2 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 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).

6.3 Exempt Employees

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

6.4 Definitions

Salary: Base Salary amount as stated on the Board adopted 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.

Temporary Upgrade Pay Rate: Standard Hourly Rate times 8% for temporary assignment in a higher classification outside the Chief Officers Unit.

Training Premium for Training Battalion Chiefs: Standard Hourly Rate multiplied by 2.5%

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 X TEMPORARY UPGRADE PAY

Any employee who is temporarily assigned to work in a higher classification outside the unit

shall receive a Temporary Upgrade Pay, calculated as base hourly rate plus any education, multiplied by eight percent (8.0%). Temporary assignments will be based on the Fire Chief's discretion.

If the temporary assignment is to a vacant position, the temporary assignment will be for no more than 960 hours per fiscal year. For purposes of this Section, a "vacant position" refers to a position that is vacant during recruitment for a permanent appointment. "Vacant position" does not refer to a position that is temporarily available due to another employee's leave of absence.

6.5 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.

6.6 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 in fire science or related field, subject to approval of the Fire Chief, shall be considered job-related. Full details of the Tuition Reimbursement Program are referenced in Administrative Policy.

SECTION 7 DAYS AND HOURS OF WORK

7.1 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.

7.2 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

7.3 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.

7.4 Overtime Definition

Overtime is pre-authorized time worked beyond the regularly scheduled workweek described in Section ___ 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 by their supervisor 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.

7.5 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.

Emergency Call Back is defined as recall of personnel in addition to the normal on-duty staffing in the event of a disaster or an emergency (e.g., fire, flood, storm, etc.)

7.6 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 8 COURT PAY

Employees shall be compensated at an overtime rate when subpoenaed to court or to give a deposition concerning anything connected with their course of employment with the Department unless such work occurs during their regularly scheduled shift. Employees will receive a minimum of two hours pay at the overtime rate for each appearance, unless such work occurs during their regularly scheduled shift. Employees filing legal actions against the Central County Fire Department shall not be compensated under this section.

SECTION 9 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 Day	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
Indigenous Peoples Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25

In addition to the designated holidays above, forty (40)hour employees will receive one (1) 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 occurs on Sunday, the following Monday shall be observed. If the holiday occurs on Saturday, the previous Friday shall be observed. If the holiday occurs on an employee's regularly scheduled day off, equivalent (hour-for-hour) compensatory time off shall be granted. Employees working a 40 hour/4 day a week schedule shall receive 10 hours of holiday pay for each

of these holidays. Employees working a 40 hour/5 day week schedule shall receive 8 hours holiday pay for each holiday.

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 Day	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
Indigenous Peoples Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4 th 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 . 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.

VACATION & ADMINISTRATIVE LEAVE

_.1 Vacation Eligibility

_.1.1 Fifty-six (56) hour employees and forty (40) hour employees shall be entitled to annual vacation leave with pay.

_.1.2 Employees will not be allowed to use vacation leave prior to actual accrual.

_.1.3 In the event an employee 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 th Anniversary	4.93	128	+40
10 th Anniversary	6.16	160	
11 th Anniversary	6.16	160	+8
12 th Anniversary	6.16	160	+8
13 th Anniversary	6.16	160	+8
14 th Anniversary	6.16	160	+8
15 th Anniversary	7.39	192	+8
20 th Anniversary	8.0	208	+16

7.3 56 Hour Employee Vacation Schedule

56 Hour Employee Vacation Schedule

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

Vacation accrual rates 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.

Any vacation leave accrued beyond the employee's maximum will be automatically deposited into the employee's existing 457 account by the end of each year in December, not to exceed the IRS maximum for annual 457 contributions.

7.5 Vacation Cash Out

Employees are eligible to submit a request to cash out up to a total of 60 hours accrued vacation leave two times per calendar year. The employee must have a minimum balance of 200 hours as of

December 31 of the election year to be eligible. Eligible employees who elect to participate will complete a form between December 1 and December 31 of each year, indicating the number of vacation hours they will cash out the following 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 June and December of the year following the election.

Vacation must be accrued before it is used. Elections are irrevocable.

7.6 Vacation during leave of absence

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 occurs during vacation leave of an employee who receives holiday time off, such holiday(s) 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 cashed out 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, indicating the number of vacation hours they will cash out the following 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 June and December of the year following the election.

Administrative leave must be accrued before it is used.

Elections are irrevocable.

SECTION 8 SICK LEAVE FOR EMPLOYEE

8.1 Sick Leave Defined

Sick Leave is defined as 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 including the following with appropriate certification of the need for such services:

- A temporary restraining order or restraining order.
- Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking

8.2 Sick Leave Accrual

All full-time employees assigned to a 56-hour schedule 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.

Employees may use their accrued sick leave for eligible FMLA/CFRA leave, Pregnancy Disability Leave, and New Parent leave.

8.x Sick Leave for Care of Family

Employees may use sick leave for attendance upon a member of his or her immediate family, as defined in this section, who is seriously ill and requires care by the employee and/or visitation by the employee at the hospital.

For purposes of this subsection "immediate family" means:

- Parent (biological, adoptive, foster-parent, stepparent, grandparent or legal guardian of an employee or the employee's spouse, or domestic partner (upon submission of a written affidavit for domestic partnership or notarized Declaration of Domestic Partnership filed with the California Secretary of State) or a person who stood in loco

- parentis when the employee was a minor child);
- Spouse or domestic partner (upon submission of a written affidavit for domestic partnership or notarized Declaration of Domestic Partnership filed with the California Secretary of State);
- Child (biological, adopted, foster-child, stepchild, grandchild, legal ward or child to whom the employee stands in loco parentis);
- Sibling; and
- Designated person (identified by employee at the time leave is requested and employee is limited to one (1) "designated person" per 12-month period)

A 40-hour workweek employee may use up to two hundred (200) hours and a 56-hour workweek employee can use up two hundred and forty (240) hours of sick leave in a calendar year to care for immediate family as defined in this section. However, if extenuating circumstances exist, at the discretion of the Fire Chief or their designee, a reasonable extension of the two hundred (200) hours for a 40-hour workweek employee or two hundred and forty (240) hours for a 56-hour workweek employee may be granted.

8._ 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.

Additionally, if a holiday falls within a period during which an employee is on sick leave to care for an immediate family member, the holiday shall similarly not be charged to the employee's sick leave balance.

8._ Sick Leave Upon Death or Retirement

Upon death, 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. All payments pursuant to this section shall reduce the sick leave available for service credit for unused sick leave as provided by the Department's contract with CalPERS.

Upon full service retirement, or disability retirement, an employee shall have up to one half (1/2) of 1200 hours of accumulated sick leave to a maximum of 600 hours for 56-hour 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 week employees, paid to employee's Retirement Health Savings Account in accordance with Plan design. 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

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.

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/she 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 Human Resources by December 31 of each year.
2. Approved conversions will be made in the second pay period of 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 by the Fire Chief subject to work limitations as prescribed by a treating physician, on a case-by-case basis. The decision to permit a light duty assignment rests exclusively with the Fire Chief, but shall not be unreasonably withheld. Light duty shall be allowed for hours worked. For fifty-six (56) hour workweek personnel, sick leave hours will not be charged if the employee chooses to work a forty (40) hour workweek.

The normal assignment for light duty will be between the hours of 0800 and 1800. If the employee chooses to work light duty on the shift schedule, only the hours worked (between 0800 to 1800) will be deducted from their sick leave usage.

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 (40) hours for 40-hour workweek employees and one hundred and twenty (120) hours for 56-hour workweek employees. For the purposes of this rule "immediate family" means employee's parent, sibling, spouse, registered domestic partner, child, grandparent, grandchild, or the same relatives of a spouse or registered domestic partner; employee's, spouse's or registered domestic partner's stepfamily (parent, sibling, child, grandparent, grandchild); former legal guardian, or immediate household member. Bereavement leave must be taken within three months of the death, and must be used in increments of no less than eight (8) hours for 40-hour workweek employees and no less than 12 hours for 56-hour workweek employees. The Fire Chief can approve additional leave for special circumstances, however any authorized leave with pay shall be chargeable to compensatory time, sick leave or vacation leave, at the election of the employee.

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 in increments of no less than eight (8) hours for 40-hour workweek employees and no less than twelve (12) hours for 56-hour workweek employees. Special consideration will also be given to any other person whose association with the employee was similar to the aforementioned relationships.

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 accepted Industrial Accident Leave may be assigned by the Department to light duty subject to any work restrictions established by the treating physician. 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.

SECTION 11 OTHER LEAVES

11.1 Military Leave

Military leave shall be granted by the Department in accordance with the provisions of State and Federal laws. Full details of the Military Leave are set forth in the Personnel Rules and shall apply to members of this unit.

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

Employees called and required to report to jury duty shall be excused from all

assigned duties until released by the court. Employees may be required to provide a notice of jury duty service (jury summons) or notice provided by the court and shall be compensation for their full salary.

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, up to and including termination. An employee may appeal the job abandonment action in accordance with the Section [REDACTED], Grievance of this Agreement.

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 fully exhausted accrued 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 law.

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 any unused donated time will be returned to donating employees on a last-donated, first-returned basis.

XX.7 Right of Employee to Retain Position

When leave of absence with or without pay is granted, the employee shall be restored to the position or an equivalent position vacated by him or her at the expiration of his or her leave.

SECTION 12 HEALTH AND WELFARE

12.1 Medical

The Department contracts with the California Public Employees Retirement (CalPERS) system for participation under the Public Employees' Medical and Hospital Care Act (PEMHCA), for the purpose of providing medical insurance benefits for employees, their dependents, and qualifying annuitants and their dependents.

During the term of the contract, the maximum Department contribution to the employee's monthly medical premium shall be a maximum of 95% of the three party basic premium for the Blue Shield HMO Region 1 as offered by the CalPERS health program. The maximum Department contribution is inclusive of the PEMHCA statutory minimum, as prescribed by Government Code Section 22892.

Should there be any changes to the availability of Blue Shield HMO Region 1, the Chief Officers and department will mutually agree on a replacement plan.

Employees are responsible for the difference between the Department maximum contribution and any higher premium plan selected by the employee.

Alternative Medical Benefit

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. Employees must submit a waiver form and provide proof of alternate coverage 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 the PEMHCA employer monthly annuitant health contribution as provided by the Department's contract with CalPERS (PEMHCA Section 22892(c)), plus a retiree medical benefit contribution equivalent to the amount necessary for enrollment in a CalPERS single, two-party or family Blue Shield HMO Region 1 coverage. Any tax consequences associated with medical premium reimbursement are the responsibility of the retiree.

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 the Department. Employee vesting is 0% until they complete 5 years of service; then 100% vested as of the beginning of the 6th year. All years of service with the Department will count toward vesting.

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

Any employee retiring (service or disability) shall have up to one half (1/2) of 1200 hours of accumulated sick leave to a maximum of 600 hours for 56-hour 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 week employees, paid to employee's Retirement Health Savings Account in accordance with Plan design. Payment of unused sick leave hours shall be made at the employee's actual hourly rate of pay.

The Chief Officers Unit may submit a side letter regarding retirement health savings account contributions upon service or disability retirement annually. Refer to the current side letter for approved contributions. The side letter is effect on a calendar year which runs from January 1 through December 31 annually.

The Chief Officers Unit may elect to change the above listed election for each successive calendar year of this MOU. Chief Officers must notify Human Resources by October 31st of the change(s) to be made for the following calendar year. In the event notification is not received by the deadline, the Chief Officer's existing election in effect at the time will continue for the following calendar year.

12.2 Dental

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

Effective October 2025, the Department and Chief Officers will form a Dental Subcommittee to explore alternative dental coverage and benefit options. Any changes to the existing Dental Benefit will be by mutual agreement.

12.3 Vision

Eligible employees and their eligible 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. Each eligible dependent receives the same coverage except that reimbursement frames/lens is 50% of the employee's allowance.

12.4 Life

12.4.1 The Department shall provide and pay for life insurance of one hundred thousand dollars (\$100,000) coverage for members of the bargaining unit.

12.5 Flexible Health Spending Account (Section 125)

Department will provide a Flexible Medical Spending Account option that employees may use to pay qualified medical and dependent care expenses in accordance with State and Federal law.

12.6 Long Term Disability

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

SECTION 13 ANNUAL CLOTHING ALLOWANCE

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

The Department shall provide and maintain all employees with required safety equipment. The Department shall provide two (2) sets of structural firefighting turnouts (i.e., bunker boots, turnout pants, and coat) for each employee. As uniform sets are replaced, each employee will retain their serviceable turnouts as a spare.

Employees who fail to care for and maintain a proper uniform or safety equipment are subject to appropriate disciplinary action.

X DEPARTMENT-ISSUED PHONE AND COMPUTER

The Department will provide Chief Officers with a department-issued mobile phone, computer, or other electronic communication device as necessary to perform their assigned job duties. All costs for such devices and/or services will be funded by the Department. The determination of which classifications or positions are eligible for department-issued equipment shall be made by the Fire Chief based on operational needs and technological

requirements.

The primary use of Department-issued mobile phones, computers, and/or other electronic communication device under this section should be for Department business use only. Personal use of Department-issued mobile phones, computers, and/or other electronic communication device is permitted, however, are all subject to the access and disclosure by the Department.

All department-issued mobile phones, computers, or other electronic communication device remain the property of the Department and must be returned upon separation from employment or upon request by the Human Resources Director. Chief Officers who are provided a department-issued mobile phone, computer, or other electronic communication device are responsible for reasonable care of such equipment.

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. In no event shall the exchange of on duty time result in additional overtime or the compounding of overtime.

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 Regular-Status Employees

Regular-status employees may be laid off, without prejudice, due to lack of funds or curtailment of work. No regular-status employee, however, may be separated while there are temporary employees serving in the same class or position in the Department service.

16.2 Layoff and Reinstatement

When a reduction in the number of budgeted positions is made, 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 with the Fire Chiefs Officers as prescribed by the MMBA prior to said layoff.

SECTION xx PERSONNEL FILES & RELEASE OF INFORMATION

Each employee shall have the right to inspect and review any record relating to his performance as an employee or to a grievance concerning the employee, which is kept or maintained by the Department. The contents of such records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the Human Resources Department.

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

The Department shall provide an opportunity for the employee to respond in writing or personal interview to any information about which the employee disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of his/her permanent personnel record. No information shall be placed in a personnel file without the knowledge of the employee, preferably with the employee's signature and date.

SECTION xx RELEASE OF INFORMATION

The Department shall release information to creditors or other persons only upon proper identification of the inquirer and acceptable reasons for the inquiry. Information then given is limited to verification of employment, length of employment and verification of salary information if the person inquiring first indicates the correct salary to the Department. Release of more specific information will only be as provided by Statute or as authorized by the employee.

SECTION xx 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.

Unless otherwise provided in writing, when a person accepts employment with the Department, the Department shall always be considered the employee's primary employer. Working at a second job during on-duty hours at the Central County Fire Department is prohibited absent approval of the Fire Chief or designee. In no event shall an employee receive compensation from both the Department and an outside employer for the same hours worked.

The Department will not take adverse employment action against any employee for engaging in lawful conduct occurring during nonworking hours away from Department premises. If an employee's outside employment results in working the second job during on-duty Central County Fire Department hours, adversely affects the employee's performance on the job, creates a conflict of interest, or has a determinantal effect on any one or all of an employee's job duties while at work, the employee may be subject to disciplinary action up to and including termination.

For the purposes of this policy, self-employment is considered secondary employment.

All employees holding or considering secondary employment must complete a Secondary Employment form and submit it to the Fire Chief before accepting the secondary job in order to ensure that the job will not create, interfere or cause a conflict of interest with the proper performance of their duties.

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 or Registered Domestic Partner of a member who died prior to retirement should the spouse remarry (GC Section 21551).

SECTION 20 GRIEVANCE PROCEDURE

20.1 Definitions

20.1.1 "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) fourteen (14) 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 Chief Officers' 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 Chief Officers 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 Chief Officers 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 employees for just cause.

Employees 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.

Disciplinary actions are defined as written reprimands, suspensions, reduction in pay, demotions and dismissals imposed for reasons of punishment. Actions taken due to layoffs are not disciplinary actions, nor are performance evaluations, and the withholding of step increases.

Any employee directed to attend a meeting at which one of the issues is the proposed discipline of said member shall be entitled to representation at such meeting, provided such representation shall include no more than one Department employee in addition to the employee being disciplined. The limitation of this Section shall apply to employees on paid release time and not witnesses who may be necessary to the meeting.

All investigations shall be conducted without bias and all discipline shall be implemented in a fair and consistent manner.

A Department manager may, upon approval from Human Resources, relieve an employee from duty with pay. Such relief from duty may occur in order to maintain employee morale, safety or security of the workplace during an investigation to determine appropriate action concerning an employee.

21.1 Written Reprimand

The written reprimand will document the date, time and place of the inappropriate behavior or performance, site applicable MOU, personnel rule or administrative policy, or statute; 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 Human Resources. Written reprimands shall be purged from the employee's personnel file after four (4) years unless there is subsequent discipline on similar grounds within the four (4) year period. An employee may submit a written response which shall be attached to the reprimand and placed in the employee's personnel file. Such response must be received by Human Resources within fourteen (14) calendar days of receipt of reprimand.

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 regular-status 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 regular-status 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 23 EFFECT OF AGREEMENT

This Memorandum of Understanding shall supersede any prior Memoranda of Understanding, personnel rules, policies, 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 xx DURABILITY OF AGREEMENT

The terms of this agreement shall apply to the Chief Officers and also the City of Burlingame and the Town of Hillsborough, as separate jurisdictions. In the event the City and/or Town exercise their right to dissolve the limited joint powers authority governing the merged fire Department, the durability of agreement provision will apply.

Only the specific terms of this agreement that requires clarification due to the dissolution of the merged fire Department shall be subject to a negotiation process.

In the event that the City and/or Town exercise their right to dissolve the limited joint powers authority governing the merged fire Department, all employees that were previously employed by either of the entities shall return to their respective agency.

Employees hired by the joint powers authority will be assigned to one of the agencies on the basis of seniority. Beginning with the highest seniority employee, one employee will be assigned to the first agency (the first agency chosen by random lot). The next employee on the seniority list will be assigned to the second agency. This alternating of assigning employees shall continue until the list of employees is exhausted or until all positions within the individual agency are filled. Any employee of the JPA that is not placed in an individual agency may be subject to layoff.

SECTION xx PERSONNEL RULES

Rules and/or Procedures:

The Department's Personnel Rules and/or Procedures (adopted April 11, 2018 and as formally amended) supersede all interim Department personnel rules and the personnel rules of the City of Burlingame and the Town of Hillsborough.

SECTION 27 TERM

The current term of this agreement will begin on July 1, 2025 and will extend the existing expiration date of , June 30, 2028, by an additional six (6) months, and will thus expire at midnight on December 30, 2028.

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.

Section xx Limited Reopener Upon Completion of the Strategic Plan

The parties mutually acknowledge that the Department is preparing a strategic plan that may implement significant changes to the Department's Technical Rescue Program. Upon completion of the strategic plan, the parties will promptly meet and confer to address necessary changes to the wages, hours, terms and conditions for employees that may participate in the Technical Rescue Program.

The Department's Total Package Proposal may be accepted or rejected in its entirety, not in part. A rejection, in part, will be deemed a rejection of the Department's Total Package Proposal in its entirety.

The Department's Total Package Proposal also includes all previously agreed upon Tentative Agreements. All proposals exchanged by the parties that are not included in a signed Tentative Agreement are hereby withdrawn.

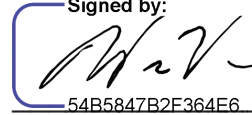
For the Central County Fire Department



Timothy L. Davis
Lead Negotiator

Dated: 8-4-2025

**For the Central County Fire Department
Chief Officers**

Signed by:

54B5847B2E364E6

William Vella
Patricia Koch
Lead Negotiator

Dated: 8/1/2025



AGENDA ITEM: 6c

STAFF REPORT

MTG. DATE: September 10, 2025

TO: Board of Directors

DATE: September 10, 2025

FROM: David Pucci, Fire Chief

APPROVED BY: 
Doug Davis, CAO

SUBJECT: Resolution Authorizing the Chief Administrative Officer or Their Designee to Enter into a Purchase Agreement for the Purchase of one Honda CRV Hybrid and Rescind Resolution 25-12

Recommendation:

Staff recommends the Board approve and adopt the resolution authorizing the Chief Administrative Officer or their designee to enter into a purchase agreement for the purchase of one Honda CRV Hybrid in fiscal year 2025-2026 and rescind Resolution 25-12.

Background:

At the June 11, 2025 meeting, the Board approved Resolution 25-12 authorizing the purchase of one Honda CRV Hybrid. When staff began the purchase process, they found that the 2025 model was no longer available and the purchase price for the 2026 model was above the approved amount in Resolution 25-12. Staff has obtained three new bids ranging in price from \$37,480 to \$40,575 and requests that the Board approve a purchase price within this range with a 10% contingency, if needed, to allow for any price increase. Staff will purchase from the least expensive vendor.

The new Honda CRV Hybrid will replace a 2010 Ford Escape. This vehicle is in fair condition and may be reassigned or surplussed.

The Honda CRV Hybrid will be driven by a member of the Prevention Division and will be utilized for day-to-day business-related duties as needed.

Fiscal Impact:

The total cost for this vehicle ranges from \$37,480 to \$40,575, with a 10% contingency, if needed. Funds for this purchase are allocated in the vehicle replacement fund of the FY 2025-26 adopted budget.

Attachments:

1. Resolution Authorizing the Chief Administrative Officer or his Designee to Enter into a Purchase Agreement for the Purchase of one Honda CRV Hybrid.
2. Bid received from Capital City Honda
3. Bid received from Norm Reeves Honda
4. Bid received from Galpin Honda

RESOLUTION NO. 25-16

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL COUNTY FIRE DEPARTMENT
AUTHORIZING THE CHIEF ADMINISTRATIVE OFFICER OR THEIR DESIGNEE TO ENTER INTO A
PURCHASE AGREEMENT FOR THE PURCHASE OF ONE HONDA CRV HYBRID
AND RESCIND RESOLUTION 25-12**

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

WHEREAS, at the June 11, 2025 meeting, the Board approved Resolution 25-12 for the purchase of one Honda CRV; and

WHEREAS, the purchase price has increased, and three new bids have been received in the range of \$37,480 to \$40,575; and

WHEREAS, staff is requesting approval to purchase one Honda CRV with a purchase price of \$37,480 to \$40,575 with a 10% contingency if needed; and

WHEREAS, staff will purchase the vehicle from the vendor with the lowest bid but may need to purchase from an alternative vendor due to inventory issues; and

WHEREAS, funding for this purchase is available in the vehicle replacement fund of the FY 2025-26 adopted budget.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Board of Directors of the Central County Fire Department adopts a resolution to authorize the Chief Administrative Officer or their designee to enter into a purchase agreement for the purchase of one Honda CRV Hybrid in an amount not to exceed \$40,635.00 (\$40,575 with 10% contingency).

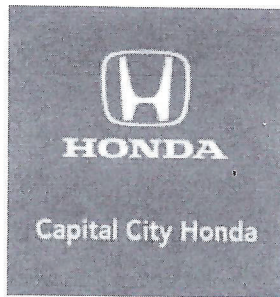
Approved at a regular meeting of the Board of Directors of the Central County Fire Department, held in person, at Hillsborough Town Hall, this 10th day of September, 2025.

Signed: _____
Peter Stevenson, Chair

Attest: _____
Rubina Ellam, Board Clerk

I hereby certify that the foregoing is a true and correct copy of Resolution 25-16 adopted by the Board of Directors of the Central County Fire Department, San Mateo County, California at a regular meeting held in person this 10th day of September, 2025 by the following vote of the members thereof:

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



New 2026 Honda CR-V Hybrid Sport

VIN: 7FARS5H5XTE004288
Stock: TE004288

Exterior: Radiant Red Metallic
Interior: Black
Engine: 2.0L 4 Cylinder Engine
Mileage: 11
Vehicle Status In Stock

Drivetrain: FWD
Transmission: CVT
Fuel Efficiency: 43 CITY / 36 HWY
Reserve Status Not Reserved



Capital City Honda

3630 Fulton Avenue
Sacramento, CA 95821
(916) 482-5400

Vehicle Details:

- Tires: 235/60R18 103H All-Season
- Express Open/Close Sliding And Tilting Glass 1st Row Moonroof w/Sunshade
- Black Rear Bumper w/Metal-Look Rub Strip/Fascia Accent
- Body-Colored Door Handles
- Fixed Rear Window w/Wiper, Heated Wiper Park and Defroster
- Fully Galvanized Steel Panels
- Liftgate Rear Cargo Access
- Perimeter/Approach Lights
- Headlights-Automatic Highbeams
- 8-Way Driver Seat
- 60-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Rear Seat
- Leather Steering Wheel
- Rear Cupholder
- Valet Function
- Adaptive Cruise Control (ACC) with Low-Speed Follow
- HVAC -inc: Underseat Ducts and Console Ducts
- Driver Foot Rest
- Full Cloth Headliner
- Day-Night Rearview Mirror
- Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
- Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
- Cargo Features -inc: Tire Mobility Kit
- Driver / Passenger And Rear Door Bins
- Tire Mobility Kit
- Body-Colored Front Bumper w/Metal-Look Rub Strip/Fascia Accent and Black Bumper Insert
- Black Bodyside Cladding and Black Wheel Well Trim
- Chrome Side Windows Trim and Black Front Windshield Trim
- Black Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator
- Deep Tinted Glass
- Speed Sensitive Variable Intermittent Wipers
- Black Grille
- Auto On/Off Reflector Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off
- LED Brakelights
- Heated Front Bucket Seats -inc: driver's seat w/10-way power adjustment, 2-way power lumbar support and passenger's seat w/manual height adjustment
- 6-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Manual Tilt/Telescoping Steering Column
- Mobile Hotspot Internet Access
- Front Cupholder
- Compass
- Cruise Control w/Steering Wheel Controls
- Dual Zone Front Automatic Air Conditioning
- Locking Glove Box
- Interior Trim -inc: Piano Black/Metal-Look Instrument Panel Insert, Piano Black/Metal-Look Door Panel Insert and Piano Black/Metal-Look Interior Accents
- Leather/Metal-Look Gear Shifter Material
- Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
- Front And Rear Map Lights
- Fade-To-Off Interior Lighting
- Carpet Floor Trim
- Cargo Area Concealed Storage
- Cargo Space Lights
- Delayed Accessory Power

- Driver Information Center
- Digital/Analog Appearance
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Perimeter Alarm
- 2 12V DC Power Outlets
- Radio: 240-Watt AM/FM Audio System -inc: 9" color touchscreen, 6 speakers, wireless Apple CarPlay and Android Auto compatibility and Bluetooth streaming audio
- Integrated Roof Antenna
- Engine: 2.0L I-4 16-Valve DOHC Dual-VTC -inc: idle-stop
- Front-Wheel Drive
- Hybrid Electric Motor
- Front And Rear Anti-Roll Bars
- 14 Gal. Fuel Tank
- Strut Front Suspension w/Coil Springs
- Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake
- Blind Spot Information (BSI) System Blind Spot
- Rear Cross Traffic Monitor (CTM)/Low Speed Braking Control
- Low Tire Pressure Warning
- Curtain 1st And 2nd Row Airbags
- Rear Child Safety Locks
- Back-Up Camera
- Body Style: Sport Utility
- EPA Classification: Small SUV 4WD
- Passenger Volume: 103.5
- EPA Greenhouse Gas Score: 7.0 (Est)
- Dead Weight Hitch - Max Tongue Wt.: 100
- Wt Distributing Hitch - Max Tongue Wt.: 100
- Engine Order Code:
- Displacement: 2.0 L/122
- SAE Net Horsepower @ RPM: 204 @ 6100
- Trans Order Code:
- Trans Description Cont.: CVT w/OD
- First Gear Ratio (:1): 2.23 - 0.71
- Final Drive Axle Ratio (:1): 4.44
- Suspension Type - Front: Strut
- Suspension Type - Front (Cont.): Strut
- Front Tire Order Code:
- Spare Tire Order Code:
- Rear Tire Size: P235/60HR18
- Front Wheel Size: 18 X 7.5
- Spare Wheel Size:
- Rear Wheel Material: Aluminum
- Steering Type: Rack-Pinion
- Brake Type: 4-Wheel Disc
- Disc - Front (Yes or): Yes
- Outside Temp Gauge
- Seats w/Cloth Back Material
- Front Center Armrest and Rear Center Armrest
- 1 Seatback Storage Pocket
- Immobilizer
- Air Filtration
- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation and Radio Data System
- Audio Theft Deterrent
- 2 LCD Monitors In The Front
- Transmission: Electronic Continuously Variable -inc: sport, normal, econ and snow dynamic drive modes
- 4.44 Axle Ratio
- Gas-Pressurized Shock Absorbers
- Electric Power-Assist Speed-Sensing Steering
- Quasi-Dual Stainless Steel Exhaust w/Chrome Tailpipe Finisher
- Multi-Link Rear Suspension w/Coil Springs
- Lithium Ion (li-Ion) Traction Battery
- Traffic Jam Assist
- Side Impact Beams
- Collision Mitigation Braking System (CMBS) + Forward Collision Warning (FCW)
- Collision Mitigation-Front
- Driver Monitoring-Alert
- Dual Stage Driver And Passenger Front Airbags
- Airbag Occupancy Sensor
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Vehicle Name: Honda CR-V Hybrid
- Drivetrain: Front Wheel Drive
- Passenger Capacity: 5
- Base Curb Weight: 3752
- Dead Weight Hitch - Max Trailer Wt.: 1000
- Wt Distributing Hitch - Max Trailer Wt.: 1000
- Maximum Trailering Capacity: 1000
- Engine Type: Gas/Electric I-4
- Fuel System: Gasoline Direct Injection
- SAE Net Torque @ RPM: 138 @ 4500
- Trans Type: 1
- Trans Description Cont. Again:
- Reverse Ratio (:1): 2.23
- Tons/yr of CO2 Emissions @ 15K mi/year: 4.4 (Est)
- Suspension Type - Rear: Multi-Link
- Suspension Type - Rear (Cont.): Multi-Link
- Rear Tire Order Code:
- Front Tire Size: P235/60HR18
- Spare Tire Size:
- Rear Wheel Size: 18 X 7.5
- Front Wheel Material: Aluminum
- Spare Wheel Material:
- Turning Diameter - Curb to Curb: 37
- Brake ABS System: 4-Wheel
- Disc - Rear (Yes or): Yes

- Front Brake Rotor Diam x Thickness: 12.3
- Drum - Rear (Yes or):
- Fuel Tank Capacity, Approx: 14
- Front Leg Room: 41.3
- Front Hip Room: 55.6
- Second Leg Room: 41
- Second Hip Room: 52.6
- Length, Overall: 184.8
- Height, Overall: 66.2
- Track Width, Rear: 64.1
- Cargo Volume to Seat 2: 36.3
- Vehicle Segment: Compact Sport Utility
- Engine Displacement Units: 2.0
- Engine Block Type: aluminum
- Engine Valve Count: 4
- 4 Cylinder Engine
- A/C
- Adaptive Cruise Control
- Aluminum Wheels
- Apple CarPlay
- Auxiliary Audio Input
- Blind Spot Monitor
- Brake Assist
- Child Safety Locks
- Cloth Seats
- Cruise Control
- Daytime Running Lights
- Driver Air Bag
- Driver Vanity Mirror
- Floor Mats
- Front Side Air Bag
- Gas/Electric Hybrid
- Heated Seats
- Intermittent Wipers
- Keyless Start
- Leather Steering Wheel
- MP3 Player
- Pass-Through Rear Seat
- Passenger Illuminated Visor Mirror
- Power Door Locks
- Power Mirror(s)
- Power Windows
- Rear Defrost
- Rear Side Air Bag
- Remote Start
- Smart Device Integration
- Steering Wheel Audio Controls
- Tires - Front All-Season
- Traction Control
- Variable Speed Intermittent Wipers
- A/T
- Heated Front Seat(s)
- Bluetooth Connection
- Rear Brake Rotor Diam x Thickness: 12.2
- Rear Drum Diam x Width:
- Front Head Room: 38.2
- Front Shoulder Room: 57.9
- Second Head Room: 38.2
- Second Shoulder Room: 55.9
- Wheelbase: 106.3
- Width, Max w/o mirrors: 73.5
- Track Width, Front: 63.4
- Cargo Volume to Seat 1: 71.8
- Model Group: CR-V Hybrid
- Vehicle Type: Sport Utility
- Engine Camshaft: DOHC
- Engine Cylinder Count: 4
- Country of Origin: United States Honda Multi-Purpose Passenger Vehicle
- 4-Wheel Disc Brakes
- ABS
- Adjustable Steering Wheel
- AM/FM Stereo
- Automatic Headlights
- Back-Up Camera
- Bluetooth
- Bucket Seats
- Climate Control
- Cross-Traffic Alert
- CVT Transmission
- Driver Adjustable Lumbar
- Driver Illuminated Vanity Mirror
- Engine Immobilizer
- Front Head Air Bag
- Front Wheel Drive
- Heated Mirrors
- Integrated Turn Signal Mirrors
- Keyless Entry
- Lane Keeping Assist
- Moonroof
- Multi-Zone A/C
- Passenger Air Bag
- Passenger Vanity Mirror
- Power Driver Seat
- Power Steering
- Privacy Glass
- Rear Head Air Bag
- Rear Spoiler
- Security System
- Stability Control
- Tire Pressure Monitor
- Tires - Rear All-Season
- Trip Computer
- WiFi Hotspot
- MP3 Capability
- Immobilizer
- Remote Engine Start

- Rear Bench Seat
- Lane Departure Warning
- Front Collision Mitigation
- LED Headlights
- Driver Monitoring
- Lithium Ion Traction Battery
- Passenger Air Bag Sensor
- Knee Air Bag
- Automatic Highbeams
- Cruise Control Steering Assist
- Rear Collision Mitigation

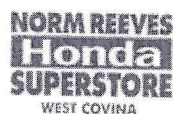
MSRP* \$37,480**Other Offers You May Qualify For****Honda Graduate Offer \$500**
Honda Military Appreciation Offer \$500**Disclaimer:**

New vehicle pricing includes all offers and incentives. Tax, Title and Tags not included in vehicle prices shown and must be paid by the purchaser. While great effort is made to ensure the accuracy of the information on this site, errors do occur so please verify information with a customer service rep. This is easily done by calling us at 916-514-4085 or by visiting us at the dealership.

****With approved credit. Terms may vary. Monthly payments are only estimates derived from the vehicle price with a 72 month term, 4.9% interest and 20% downpayment.**

MPG Disclaimer

Based on EPA mileage ratings. Use for comparison purposes only. Your mileage will vary depending on driving conditions, how you drive and maintain your vehicle, battery-pack age/condition, and other factors.



New 2026 Honda CR-V Hybrid Sport-L FWD

VIN: 7FARS5H82TE003307
Stock: 26-0221

Exterior: Radiant Red Metallic
Interior: Black
Engine: Gas/Electric I-4 2.0 L/122

Drivetrain: FWD
Transmission: CVT
Fuel Efficiency: 43 CITY / 36 HWY



888-694-5544

NormReevesWestCovina.com

**Norm Reeves Honda
Superstore in West
Covina**

1840 E Garvey Ave South
West Covina, CA 91791

(626) 756-3800

sales@normreeveswc.com

Vehicle Details:

- Tires: 235/60R18 103H All-Season
- Express Open/Close Sliding And Tilting Glass 1st Row Moonroof w/Sunshade
- Black Rear Bumper w/Metal-Look Rub Strip/Fascia Accent
- Body-Colored Door Handles
- Fixed Rear Window w/Wiper, Heated Wiper Park and Defroster
- Fully Galvanized Steel Panels
- Power Liftgate Rear Cargo Access
- Perimeter/Approach Lights
- Headlights-Automatic Highbeams
- 8-Way Driver Seat
- Manual Tilt/Telescoping Steering Column
- Leather Steering Wheel
- Rear Cupholder
- Valet Function
- Cruise Control w/Steering Wheel Controls
- Dual Zone Front Automatic Air Conditioning
- Locking Glove Box
- Interior Trim -inc: Piano Black/Metal-Look Instrument Panel Insert, Piano Black/Metal-Look Door Panel Insert and Piano Black/Metal-Look Interior Accents
- Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
- Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
- Cargo Features -inc: Tire Mobility Kit
- Cargo Space Lights
- Delayed Accessory Power
- Outside Temp Gauge
- Tire Mobility Kit
- Body-Colored Front Bumper w/Metal-Look Rub Strip/Fascia Accent and Black Bumper Insert
- Black Bodyside Cladding and Black Wheel Well Trim
- Chrome Side Windows Trim and Black Front Windshield Trim
- Black Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator
- Deep Tinted Glass
- Speed Sensitive Variable Intermittent Wipers
- Black Grille
- Auto On/Off Reflector Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off
- LED Brakelights
- Heated Front Bucket Seats -inc: driver's seat w/10-way power adjustment, 2-way power lumbar support, two-position driver's seat memory and passenger's seat w/4-way power adjustment
- 60-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Rear Seat
- Mobile Hotspot Internet Access
- Front Cupholder
- Compass
- Remote Releases -Inc: Power Cargo Access
- Adaptive Cruise Control (ACC) with Low-Speed Follow
- HVAC -inc: Underseat Ducts and Console Ducts
- Driver Foot Rest
- Full Cloth Headliner
- Leather/Metal-Look Gear Shifter Material
- Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
- Front And Rear Map Lights
- Fade-To-Off Interior Lighting
- Carpet Floor Trim
- Cargo Area Concealed Storage
- Trunk/Hatch Auto-Latch
- Driver / Passenger And Rear Door Bins
- Driver Information Center
- Digital/Analog Appearance

- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Perimeter Alarm
- 2 12V DC Power Outlets
- Radio: 320-Watt AM/FM Audio System -inc: 9" color touchscreen, 8 speakers, wireless Apple CarPlay and Android Auto compatibility and Bluetooth streaming audio
- Integrated Roof Antenna
- Engine: 2.0L I-4 16-Valve DOHC Dual-VTC -inc: idle-stop
- Front-Wheel Drive
- Hybrid Electric Motor
- Front And Rear Anti-Roll Bars
- 14 Gal. Fuel Tank
- Strut Front Suspension w/Coil Springs
- Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake
- Blind Spot Information (BSI) System Blind Spot
- Rear Cross Traffic Monitor (CTM)/Low Speed Braking Control
- Front And Rear Parking Sensors
- Dual Stage Driver And Passenger Front Airbags
- Airbag Occupancy Sensor
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Drivetrain: Front Wheel Drive
- Passenger Capacity: 5
- Base Curb Weight: 3777
- Dead Weight Hitch - Max Trailer Wt.: 1000
- Wt Distributing Hitch - Max Trailer Wt.: 1000
- Maximum Trailering Capacity: 1000
- Engine Type: Gas/Electric I-4
- Fuel System: Gasoline Direct Injection
- SAE Net Torque @ RPM: 138 @ 4500
- Trans Type: 1
- Trans Description Cont. Again:
- Reverse Ratio (:1): 2.23
- Tons/yr of CO2 Emissions @ 15K mi/year: 4.4 (Est)
- Suspension Type - Rear: Multi-Link
- Suspension Type - Rear (Cont.): Multi-Link
- Rear Tire Order Code:
- Front Tire Size: P235/60HR18
- Spare Tire Size:
- Rear Wheel Size: 18 X 7.5
- Front Wheel Material: Aluminum
- Spare Wheel Material:
- Turning Diameter - Curb to Curb: 37
- Brake ABS System: 4-Wheel
- Disc - Rear (Yes or): Yes
- Rear Brake Rotor Diam x Thickness: 12.2
- Front Center Armrest and Rear Center Armrest
- 1 Seatback Storage Pocket
- Immobilizer
- Air Filtration
- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation and Radio Data System
- Audio Theft Deterrent
- 2 LCD Monitors In The Front
- Transmission: Electronic Continuously Variable -inc: sport, normal, econ and snow dynamic drive modes
- 4.44 Axle Ratio
- Gas-Pressurized Shock Absorbers
- Electric Power-Assist Speed-Sensing Steering
- Quasi-Dual Stainless Steel Exhaust w/Chrome Tailpipe Finisher
- Multi-Link Rear Suspension w/Coil Springs
- Lithium Ion (li-Ion) Traction Battery
- Traffic Jam Assist
- Side Impact Beams
- Collision Mitigation Braking System (CMBS) + Forward Collision Warning (FCW)
- Collision Mitigation-Front
- Driver Monitoring-Alert
- Low Tire Pressure Warning
- Curtain 1st And 2nd Row Airbags
- Rear Child Safety Locks
- Back-Up Camera
- Vehicle Name: Honda CR-V Hybrid
- Body Style: Sport Utility
- EPA Classification: Small SUV 4WD
- Passenger Volume: 103.5
- EPA Greenhouse Gas Score: 7.0 (Est)
- Dead Weight Hitch - Max Tongue Wt.: 100
- Wt Distributing Hitch - Max Tongue Wt.: 100
- Engine Order Code:
- Displacement: 2.0 L/122
- SAE Net Horsepower @ RPM: 204 @ 6100
- Trans Order Code:
- Trans Description Cont.: CVT w/OD
- First Gear Ratio (:1): 2.23 - 0.71
- Final Drive Axle Ratio (:1): 4.44
- Suspension Type - Front: Strut
- Suspension Type - Front (Cont.): Strut
- Front Tire Order Code:
- Spare Tire Order Code:
- Rear Tire Size: P235/60HR18
- Front Wheel Size: 18 X 7.5
- Spare Wheel Size:
- Rear Wheel Material: Aluminum
- Steering Type: Rack-Pinion
- Brake Type: 4-Wheel Disc
- Disc - Front (Yes or): Yes
- Front Brake Rotor Diam x Thickness: 12.3
- Drum - Rear (Yes or):

- Rear Drum Diam x Width:
- Front Head Room: 38.2
- Front Shoulder Room: 57.9
- Second Head Room: 38.2
- Second Shoulder Room: 55.9
- Wheelbase: 106.3
- Width, Max w/o mirrors: 73.5
- Track Width, Front: 63.4
- Cargo Volume to Seat 1: 76.5
- Model Group: CR-V Hybrid
- Vehicle Type: Sport Utility
- Engine Camshaft: DOHC
- Engine Cylinder Count: 4
- Country of Origin: United States Honda Multi-Purpose Passenger Vehicle
- ABS
- Brake Assist
- Aluminum Wheels
- Tires - Rear All-Season
- Heated Mirrors
- Integrated Turn Signal Mirrors
- Privacy Glass
- Variable Speed Intermittent Wipers
- Remote Trunk Release
- Power Door Locks
- Automatic Headlights
- Automatic Highbeams
- MP3 Capability
- Auxiliary Audio Input
- Steering Wheel Audio Controls
- Bucket Seats
- Driver Adjustable Lumbar
- Pass-Through Rear Seat
- Adjustable Steering Wheel
- Power Windows
- Leather Steering Wheel
- Keyless Start
- Adaptive Cruise Control
- Multi-Zone A/C
- Leather Seats
- Passenger Vanity Mirror
- Passenger Illuminated Visor Mirror
- Floor Mats
- Seat Memory
- Immobilizer
- Traction Control
- Front Side Air Bag
- Cross-Traffic Alert
- Lane Departure Warning
- Front Collision Mitigation
- Rear Parking Aid
- Driver Air Bag
- Front Head Air Bag
- Passenger Air Bag Sensor
- Fuel Tank Capacity, Approx: 14
- Front Leg Room: 41.3
- Front Hip Room: 55.6
- Second Leg Room: 41
- Second Hip Room: 52.6
- Length, Overall: 184.8
- Height, Overall: 66.2
- Track Width, Rear: 64.1
- Cargo Volume to Seat 2: 39.3
- Vehicle Segment: Compact Sport Utility
- Engine Displacement Units: 2.0
- Engine Block Type: aluminum
- Engine Valve Count: 4
- Front Wheel Drive
- Power Steering
- 4-Wheel Disc Brakes
- Lithium Ion Traction Battery
- Tires - Front All-Season
- Moonroof
- Power Mirror(s)
- Rear Defrost
- Intermittent Wipers
- Rear Spoiler
- Power Liftgate
- Daytime Running Lights
- LED Headlights
- AM/FM Stereo
- Bluetooth Connection
- Smart Device Integration
- Power Driver Seat
- Heated Front Seat(s)
- Power Passenger Seat
- Rear Bench Seat
- Trip Computer
- WiFi Hotspot
- Keyless Entry
- Cruise Control
- Climate Control
- A/C
- Driver Vanity Mirror
- Driver Illuminated Vanity Mirror
- Auto-Dimming Rearview Mirror
- Remote Engine Start
- Security System
- Cruise Control Steering Assist
- Stability Control
- Blind Spot Monitor
- Rear Collision Mitigation
- Lane Keeping Assist
- Driver Monitoring
- Tire Pressure Monitor
- Passenger Air Bag
- Rear Head Air Bag
- Rear Side Air Bag

- Knee Air Bag
- Back-Up Camera
- A/T
- Gas/Electric Hybrid
- Child Safety Locks
- 4 Cylinder Engine
- CVT Transmission

MSRP* \$40,575**Other Offers You May Qualify For****Honda Graduate Offer \$500****Honda Military Appreciation Offer \$500****Disclaimer*****Disclaimer:**

*All advertised prices plus government fees and taxes, finance charges, dealer document processing charge, electronic filing charge, and emission testing charge. MSRP does not include dealer added options. All vehicles subject to prior sale. See dealer for details.

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*2022 Honda Passport won the 2022 ALG Residual Value Award for the Midsize Utility 2nd-Row Seating category.

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MSRP

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Vehicle Details

MPG: 43/36
(City/Hwy)

Fuel Type: Hybrid

Ext. Color: Radiant

Trans.: Electronic

Red Metallic

Continuously


Int. Color: Black

Variable -inc:

MSRP

\$37,480



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sport, normal,
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modes

Engine: 4
Cylinders
Drivetrain: Front
Wheel Drive

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Description

Come down to Galpin Honda to see this beautiful New arrival. This 2026 Honda CR-V Hybrid 2WD SPORT is an excellent vehicle at an affordable price! Coming well equipped with options such as Hybrid, Sunroof/Moonroof, Stability Control, Navigation System, WIFI Hotspot, Rear Cross Traffic Alert, Keyless Entry, Apple CarPlay, Android Auto, Heated Seats, Rear Spoiler, Dual Climate Control, Traction Control, Backup Camera and Keyless Start. With a Radiant Red Metallic exterior, this vehicle will stand out from all the others. We are ready to answer any questions you may have. The Team at Galpin has outstanding customer service that will leave you completely satisfied. We know

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Standard Features

- Interior
- Mechanical
- Entertainment
- Safety
- Exterior