

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

July 1, 2019 - June 30, 2022

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CHIEF OFFICERS
AND**

CENTRAL COUNTY FIRE DEPARTMENT

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

SECTION 1 RECOGNITION

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

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

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

SECTION 2 NO DISCRIMINATION

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

SECTION 3 SALARY PLAN

3.1 Salary Increases

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

Effective the first full pay period in July 2019 or the first full pay period following the Central County Fire Department Fire Board’s approval of the new MOU in open session, whichever is later, there will be a two and three quarter percent (2.75%) equity adjustment for all classifications.

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

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

– Reopener

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

Designated members of the Chief Administrators and Department will meet to jointly conduct a benchmark salary survey as needed. This information is for reference purposes only and does not obligate the Department to any course of action. Any adjustment that results from the survey will apply to all classifications covered by this agreement. The salary survey shall reflect the cash compensation (examples include base salary, city-paid deferred compensation, education incentives, longevity incentives, EMT incentive and holiday pay) paid to ten (10) benchmark agencies (Palo Alto, Foster City, San Bruno, Redwood City, San Mateo, Menlo Park Fire District, South San Francisco, Daly City, Belmont and Millbrae). In the event that non-cash benefits are compared to cash compensation benefits, a reasonable cash value will be assigned to the non-cash benefits.

3.2 FLSA

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

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

3.3 Exempt Employees

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

3.4 Definitions

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

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

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

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

Overtime Pay Rate: 1.5 times the Standard Hourly Rate.

Acting Pay Rate: Standard Hourly Rate times 5%.

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

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

1. Salary
2. Special % Pay

SECTION 4 EDUCATION PAY

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

4.1 EMT

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

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

4.2 Tuition Reimbursement

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

SECTION 5 DAYS AND HOURS OF WORK

5.1 Work Schedule (40 hour)

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

5.2 Work Schedule (56 hour)

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

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

5.3 Starting Time

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

5.4 Overtime Definition

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

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

5.5 Mandatory Overtime

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

5.6 Common Mess

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

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

For covered 40-hour employees any authorized hour or fraction thereof worked beyond the regularly scheduled work schedule described in Section 5.1 which is due to backfill for 56-hour Shift Battalion

Chief, OES deployment or is otherwise reimbursable to the Department from an outside agency shall be compensated at the employee's Standard Hourly Rate.

5.8 FEMA deployment pay for 40-hour Employees

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

SECTION 6 HOLIDAYS

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

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

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

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

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

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

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4

Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4 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. 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.

7.5 Vacation Cash Out

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

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

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

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

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

-Elections are irrevocable.

7.6 Vacation during leave of absence

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

7.7 Holiday During Vacation

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

7.8 Administrative Leave

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

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

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

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

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

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

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

-Elections are irrevocable.

SECTION 8 SICK LEAVE

8.1 Sick Leave Defined

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

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

8.2 Sick Leave Accrual

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

8.3 Sick Leave Usage

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

8.4 Holiday During Sick Leave

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

8.5 Sick Leave Upon Retirement

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

8.6 Sick leave and Vacation Conversion procedure

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

Sick leave

Annual conversion amount = maximum 300 hours.

Maximum lifetime amount = maximum 600 hours.

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

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

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

Vacation leave

Only accrued leave is eligible for conversion.

Procedure

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

SECTION 9 BEREAVEMENT LEAVE

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

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

Such absences shall not be charged to sick leave.

SECTION 10 HEALTH AND WELFARE

10.1 Medical

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

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

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

10.1.1 Retiree Medical

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

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

10.2 Dental

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

10.3 Vision

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

10.4 Life

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

9.4.2 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.

10.5 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.

10.6 Long Term Disability

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

SECTION 11 ANNUAL CLOTHING ALLOWANCE

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

SECTION 12 EXCHANGE OF ON DUTY TIME

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

SECTION 13 PROBATIONARY PERIOD

13.1 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.

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

13.3 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.

13.4 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 14 LAYOFF AND REINSTATEMENT

14.1 Layoffs Impacting Permanent Employees

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

14.2 Layoff and Reinstatement

When the Fire Chief is instructed by the Chief Administrative Officer to reduce the number of

employees, layoffs shall be made in accordance with the following rules:

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

14.2.2 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.

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

14.3 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.

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

SECTION 15 OUTSIDE EMPLOYMENT

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

SECTION 16 SENIORITY

16.1 Definition of Seniority

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

SECTION 17 RETIREMENT

17.1 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.

17.2 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)

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

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

17.5 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).

17.6 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.

17.7 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.

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

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

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

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

SECTION 18 GRIEVANCE PROCEDURE

18.1 Definitions

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

18.1.2 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.

18.1.3 "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.

18.2 Steps

18.2.1 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.

18.2.2 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.

18.2.3 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.

18.2.4 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.

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

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

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

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

18.3 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.

18.4 Representation

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

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

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

18.5 Other Procedures

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

SECTION 19 DISCIPLINE

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

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

19.1 Written Reprimand

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

19.2 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.

19.3 Demotion

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

19.4 Termination

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

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

SECTION 20 RIGHTS

20.1 Department Rights

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

20.2 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 21 EFFECT OF AGREEMENT

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

SECTION 22 MODIFICATION

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

SECTION 23 TOTAL AGREEMENT

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

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

SECTION 24 SEPARABILITY OF PROVISIONS

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

SECTION 25 TERM

The term of this agreement is three (3) years, beginning on July 1, 2019 through June 30, 2022.

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

Lisa K. Goldman, Chief Administrative Officer

Tim Louis, Chief Officer

Date: _____

Date: _____

Ann Ritzma, City Manager

Jeff Baker, Chief Officer

Date: _____

Date: _____

APPENDIX A

CHIEF OFFICERS UNIT SALARY SCHEDULE

July 8, 2019

Battalion Chief 56 hour	Bi-weekly		6,216.01	6,526.81	6,853.15	7,195.81	7,555.60
	Monthly		13,468.02	14,141.42	14,848.49	15,590.92	16,370.47
	Annually		161,616.26	169,697.06	178,181.90	187,091.06	196,445.60
Battalion Chief 40 hour	Bi-weekly		6,743.96	7,081.16	7,435.22	7,806.98	8,197.33
	Monthly		14,611.91	15,342.51	16,109.64	16,915.12	17,760.88
	Annually		175,342.96	184,110.16	193,315.72	202,981.48	213,130.58
Fire Marshal 40 hour	Bi-weekly		6,743.96	7,081.16	7,435.22	7,806.98	8,197.33
	Monthly		14,611.91	15,342.51	16,109.64	16,915.12	17,760.88
	Annually		175,342.96	184,110.16	193,315.72	202,981.48	213,130.58

July 6, 2020

Battalion Chief 56 hour	Bi-weekly		6,402.49	6,722.61	7,058.74	7,411.68	7,782.27
	Monthly		13,872.06	14,565.66	15,293.94	16,058.64	16,861.58
	Annually		166,464.74	174,787.86	183,527.24	192,703.68	202,338.97
Battalion Chief 40 hour	Bi-weekly		6,946.29	7,293.60	7,658.28	8,041.19	8,443.25
	Monthly		15,050.30	15,802.80	16,592.94	17,422.58	18,293.71
	Annually		180,603.54	189,633.60	199,115.28	209,070.94	219,524.50
Fire Marshal 40 hour	Bi-weekly		6,946.29	7,293.60	7,658.28	8,041.19	8,443.25
	Monthly		15,050.30	15,802.80	16,592.94	17,422.58	18,293.71
	Annually		180,603.54	189,633.60	199,115.28	209,070.94	219,524.50

July 5, 2021

Battalion Chief 56 hour	Bi-weekly		6,594.56	6,924.29	7,270.50	7,634.03	8,015.74
	Monthly		14,288.21	15,002.63	15,752.75	16,540.40	17,367.43
	Annually		171,458.56	180,031.54	189,033.00	198,484.78	208,409.14
Battalion Chief 40 hour	Bi-weekly		7,154.68	7,512.41	7,888.03	8,282.43	8,696.55
	Monthly		15,501.81	16,276.89	17,090.73	17,945.27	18,842.52
	Annually		186,021.68	195,322.66	205,088.78	215,343.18	226,110.23
Fire Marshal 40 hour	Bi-weekly		7,154.68	7,512.41	7,888.03	8,282.43	8,696.55
	Monthly		15,501.81	16,276.89	17,090.73	17,945.27	18,842.52
	Annually		186,021.68	195,322.66	205,088.78	215,343.18	226,110.23