

**Memorandum of Understanding  
between**

**Local 829, American Federation of State,  
County, and Municipal  
Employees, AFSCME**

**and the  
Menlo Park Fire Protection District**

**January 1, 2023– December 31, 2025**

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# **MEMORANDUM OF UNDERSTANDING BETWEEN AFSCME LOCAL 829 AND MENLO PARK FIRE PROTECTION DISTRICT**

## **PREAMBLE**

This Memorandum of Understanding ("MOU") is entered into by and between the American Federation of State, County and Municipal Employees, Local 829 ("Union") and the Menlo Park Fire District ("District") pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500-3511) and has been jointly prepared by the parties.

## **SECTION 1. RECOGNITION**

Pursuant to the Employer-Employee Relations Administrative Directive, adopted by the District Board of Directors on December 9, 1974, the Union is recognized as the exclusive representative for the purpose of meeting and conferring on matters within the scope of representation for individuals employed by the District in those classifications within the non-confidential, non-management miscellaneous bargaining unit. Those classifications included in the bargaining unit are listed in Appendix A of this MOU.

## **SECTION 2. UNION RIGHTS**

### **2.1 Communication with Employees**

Any designated representative of the Union shall make arrangements with the Human Resources Manager or designee when there is a need to contact District employees in person during the duty period of the employees. Reasonable routine contact may be made during such duty period by phone, e-mail or internal mail distribution; however, solicitation for membership or other internal employee organization business shall be conducted only during the off-duty hours of all employees concerned, unless otherwise approved. Internal employee organization business includes political, union election and social matters.

### **2.2 Bulletin Boards**

The District shall provide suitable space on bulletin boards in work locations of represented employees. The Union shall be allowed to use such bulletin boards for communications having to do with official Union business.

### **2.3 Use of District Buildings**

District buildings and other facilities may be made available for the Union's use in accordance with such administrative procedures as may be established by the Fire Chief or designee.

### **2.4 Advance Notice**

Except in cases of emergency as provided below in this subsection, the Union, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation

directly relating to matters within the scope of representation proposed to be adopted by the District and shall be given the opportunity to meet with the appropriate District representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the District may adopt or put into practice immediately such measures as are required. At the earliest practical date thereafter, the Union shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate District representatives.

## 2.5 Information Provided

The District shall post a copy of the Board of Directors minutes, agenda, preliminary budget, final budget, and any salary schedule changes on the District website.

In addition to the register of employees for whom dues or fees have been deducted at each pay period, the District shall provide the Union with a listing of each bargaining unit employee, together with classification, pay rate, employee ID number, work location, shift, work extension, and, if in the District's possession, current mailing address, personal phone number and e-mail address. This listing shall be provided electronically, in Excel, and on an at least annual basis. The District will promptly notify the Union of the name, classification and Division assignment of any employee newly hired into an AFSCME unit classification.

The Union shall provide the District with e-mail information for the person(s) authorized by the Union to receive information under this provision.

## 2.6 New Employee Orientation

The District shall generally provide the Union with ten (10) days advance notice of the date, time and location of new hire orientation of a new hire to a represented classification; however, the Union agrees that, where ten (10) days advance notice is not reasonable, (e.g. orientation to occur fewer than 10 days after employee accepts employment), the District will provide the Union with as much notice as possible. The District shall provide the Union with an exclusive up to sixty (60) minute meeting with any new employee or group of employees covered by this MOU, as part of the employee(s)' new hire orientation. If the Union's selected representative is on duty, the representative shall receive release time to attend the new hire orientation meeting.

## 2.7 Union Security

### 2.7.1 Dues Deduction

2.7.1.1 All employees within the bargaining unit represented by the Union may voluntarily join the Union and pay dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the organization (hereinafter "payroll deductions") as determined by the Union. It shall be the responsibility of the Union to maintain a record of employees who have given their written consent to join and pay dues to the Union. The Union shall certify to the District the identity of such members and the amount of such payroll deductions to be deducted.



2.7.1.2 The District agrees to deduct the periodic payroll deductions from the paycheck of each employee who voluntarily executes a valid authorization form as certified by the Union, or pursuant to an authorization form tendered to the District by either the Union or the employee. All sums deducted by the District shall be remitted to the Union in an expedient manner and at the intervals requested by the Union (i.e. no more than seven (7) calendar days after the deduction), together with a list of names, employee ID numbers and amount of deduction for each employee for whom a deduction was made.

2.7.1.3 The Union will supply the District with deduction authorization forms and/or membership applications as well as other informational materials it wishes to be distributed to new employees.

2.7.1.4 If an employee member in the bargaining unit desires to revoke, cancel or change prior dues deduction authorization, the District shall direct the employee member to the Union. Any such dues deduction revocation, cancellation and/or change shall only be effective when submitted by the Union directly to the District and is subject to the terms and conditions as set forth in the original payroll deduction/authorization.

2.7.1.5 Notification will be provided to the District's Human Resources Manager or designee. Change, cancellation or deduction requests received by the District prior to the 15th of the month will be processed the first full pay period of the following month. Change, cancellation and deduction requests received by the District on or after the 15th of the month will be processed the second full pay period of the following month.

2.7.1.6 If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of Union dues required by this Section, no such deduction shall be made for the applicable pay period.

2.7.1.7 The provisions of this Section shall not apply during periods that an employee is separated from the representation unit, but shall be reinstated upon the return of the employee to the representation unit. For the purpose of this subsection only, the term "separation" includes transfer out of the representation unit, layoff, and leave of absence without pay.

2.7.1.8 The Union shall refund to the District any amount paid to it in error upon presentation of supporting evidence. The Union shall indemnify, defend and hold the District and its agents and employees harmless from any cost, expense, fee or liability resulting from any claims, demands, lawsuits, or any other action arising from the operation of this Section. This includes, but is not limited to, the District's attorney's fees and costs.

## **2.8 Equity Treatment Clause**

Should any other non-sworn, non-safety group receive an increase in the number of holidays or residency stipend (excluding at-will employees), that amount of increase shall be provided to the AFSCME unit as well.

## **SECTION 3. MANAGEMENT RIGHTS**

The District has exclusive and inherent management rights with respect to matters of policy, which include among others: the exclusive right to determine the mission of the District; to set standards of service; to determine the procedures and standards for selection for employment; to direct its employees, including scheduling and assigning work, work hours and overtime; to

take disciplinary action, subject to the requirements of applicable law; to establish employee performance standards and to require compliance therewith; to relieve its employees from duty because of lack of work, funds or other legitimate reasons; to maintain the efficiency of District operations; to determine the methods, means and the number and kinds of personnel by which District operations are to be conducted; to take all necessary actions to carry out its mission in emergencies; to contract out in its sole discretion; and to exercise complete control and discretion over its organization and the technology of performing its work; to determine the content of job classifications; to implement rules, regulations and directives consistent with the law and the specific provisions of this MOU. The District's exercise of the above listed rights shall be in accordance with law and the specific provisions of this MOU, including the provision regarding Advance Notice when applicable.

The District and AFSCME will continue to review the past policies and procedures from 2005 and bring them up to date to incorporate into the current system (Lexipol).

## **SECTION 4. UNION STEWARDS AND NEGOTIATORS**

### **4.1 Stewards**

A Steward serves as the Union representative at the workplace level, assisting unit members in interpreting and enforcing the MOU and District policies & procedures, providing representation in disciplinary matters, investigating and handling grievances, and attending meetings or hearings where matters within the scope of representation are considered during the term of the MOU. The Union may designate one (1) Steward and one (1) Alternate Steward, who performs Steward functions only in the absence or unavailability of the Steward, except by mutual agreement of the parties. A Steward may be relieved from assigned work duties by their supervisor to perform the Steward duties outlined in this section.

### **4.2 Negotiators**

District employees who are official representatives of the Union for the purpose of meeting and conferring on a successor agreement shall be given time off with pay for such purposes. Such employee representatives shall submit written requests for excused absences to their respective supervisor, with an information copy to the Fire Chief or designee, at least five (5) calendar days prior to scheduled meetings whenever possible. The number of employees who shall be excused for such purposes shall be determined by the parties.

### **4.3 Notification of Stewards and Negotiators**

The Union will promptly notify the District of the names of individuals designated to perform the functions outlined under 4.1 and 4.2 above. The use of official time for either purpose shall be reasonable and shall not interfere with the provision of District services as determined by the Fire Chief or designee, provided however that the District shall not unreasonably prevent a Steward or Negotiator from fulfilling their function.

## **SECTION 5. SALARIES**

### **5.1 Salary Adjustment**

Effective the first full pay period in January 2023, the current pay range for the Accounting Technician classification shall be converted to the following 5-step pay range (amounts are hourly):

	Step 1	Step 2	Step 3	Step 4	Step 5
Accounting Tech	\$39.06	\$41.01	\$43.06	\$45.21	\$47.47

- + One Accounting Technician currently makes \$46.23/hour. Effective the first full pay period in January 2023, she will move to Step 5.
- + The other Accounting Technician currently makes \$38.52/hour. Effective the first full pay period in January 2023, he will move to Step 1.

Effective the first full pay period in January 2023, the current pay range for the IT Specialist classification shall be converted to the following 5-step pay range (amounts are hourly):

	Step 1	Step 2	Step 3	Step 4	Step 5
IT Specialist	\$60.88	\$63.92	\$67.12	\$70.48	\$74.00

Effective the first full pay period in January 2023, and immediately following the adjustment to the pay ranges for Accounting Technician and IT Specialist described above, the pay ranges for all AFSCME classifications other than IT Specialist shall be increased by 4.0% and the pay range for IT Specialist shall be increased by 2.2%.

Effective the first full pay period in January 2024, the pay ranges for all AFSCME classifications other than IT Specialist shall be increased by 3.5% and the pay range for IT Specialist shall be increased by 2.0%.

Effective the first full pay period in January 2025 the pay ranges for all AFSCME classifications other than IT Specialist shall be increased by 3.5% and the pay range for IT Specialist shall be increased by 2.0%.

## 5.2 Base Salary and Salary Ranges

All employees are paid on an hourly basis. The base hourly rate is calculated before the addition of any ancillary (specialty) pay, benefits or any mandatory or voluntary deductions. The base hourly rate for a classification is determined by dividing the annual salary for the classification by 2080 hours.

Each classification in this bargaining unit shall have a five (5) step salary range, with five percent (5%) between each of the salary steps in that range. This five percent difference will be determined by applying a top down calculation which begins by determining the top step for each salary range and subtracting 5% to determine the value of the next lower step. An employee's advancement through the salary steps is not automatic and shall require a rating on their last annual evaluation of meets standards or above.

## 5.3 Pay Practices and Timing

### 5.3.1 Work Week for Pay Purposes

The FLSA period shall consist of 7 days where the work week begins at 12:01 a.m. on Sunday and ends Saturday at 12:00 midnight.

### 5.3.2 Pay Days

Employees are paid semi-monthly, once no later than the seventh (7th) of the month and once no later than the twenty-second (22nd) day of the month.

Checks received on the seventh (7th) of the month are intended to compensate employees for hours worked from the sixteenth (16th) of the prior month through the last day of the prior month. Checks received on the twenty-second (22nd) of the month will be for the period from the first (1st) of the current month through the fifteenth (15th) of the current month.

In the event that the District is able to implement bi-weekly pay periods, the parties agree that Union members will also be paid on the same bi-weekly basis. Prior to implementing the new pay schedule the parties agree to meet and discuss any impacts that may arise.

### 5.3.3 Timing of Compensation Adjustments

The date of changes to compensation will be effective the first day of the payroll period following the date of final approval as granted by the Board or the Fire Chief, as appropriate. Exceptions to effective dates of change require approval by the Fire Chief.

## 5.4 Entrance Salary

The entrance salary for a new employee entering the District service shall be the minimum salary for the class to which they are appointed. Exceptions to this provision may be made at the sole discretion of the Fire Chief or their designee and are not subject to the grievance procedure.

## 5.5 Permanent/Probationary Employee Salary Advancement

Permanent employees serving in regular established positions shall be advanced to the next higher salary step for their respective classifications after successful completion and satisfactory service in each of the salary steps for the classification until the top of the range is reached. Advancements are not automatic, but are based on possession of a rating on their last annual evaluation of meets standards or above, and where that is the case, the employee shall move to the next step within range at the beginning of the pay period following their anniversary date. Employees may not advance more than one step in a twelve (12) month period of time.

### 5.5.1 Employee Anniversary Date

An employee's anniversary date for purposes of evaluations, salary movement within range, and advancement in annual leave accrual rate shall be the first date of actual employment with the District, which shall be adjusted to the date of promotion or adjustment in classification thereafter.

### 5.5.2 Unsatisfactory Evaluation

When an employee is evaluated at a level below meets standards, they shall receive written expectations regarding both the standards and specific performance targets to be met, and then shall be evaluated no less often than every ninety (90) days until they receive a meets standards evaluation or other action is taken. At the point the employee achieves a meet standards evaluation, they shall resume their normal evaluation and step increase schedule, and if a salary step increase has been withheld, it shall be granted, effective the beginning of the pay period following issuance of the evaluation.

## 5.6 Salary Step when Salary Range is Increased

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the step held by him/her in the previous range.

## 5.7 Salary Step After Promotion or Demotion

### 5.7.1 Salary Step After Promotion

When an employee is promoted from a position in one class to a position in a higher class, their salary shall be adjusted to the first step on the salary schedule for the higher classification that is at least 5% greater than the employee's salary before the promotion, except that under no circumstance shall the employee receive a salary that is greater than the range for the higher position.

### 5.7.2 Salary Step After Demotion

When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the class to which they are demoted. The specific rate of pay within the range shall be determined by the Fire Chief or designee, whose decision shall be final; provided, however, that the employee's step on the salary schedule for the demoted position shall not be set at a step that is lower than the step held by the employee before the promotion.

## 5.8 Specialty Pays

### 5.8.1 Generally

Unit employees may be eligible to receive specialty pay, based upon job classification. The criteria for receiving a specialty pay, the amount of such pay, and whether such pay will be included in an employee's regular rate of pay for overtime purposes or included in reportable earnings for retirement purposes varies as specified below. Exhibit D contains a list of bargaining unit positions and the specialty pays available to each position.

Under no circumstance shall the combined total of specialty pays received by an employee exceed fifteen percent (15%) of the employee's base rate of pay. There is no compounding of multiple categories of specialty pay to increase an employee's base rate of pay.

### 5.8.2 Educational Pay

As set forth in Exhibit D bargaining unit employees may be eligible to receive Educational Pay. The amount of Educational Pay earned by an employee varies based on the certificate or degree held by the individual.

#### 5.8.2.1 Rate of Pay

Eligible employees who possess either an Associate's degree or a position-appropriate certification that is not required by their position may receive Educational Pay that is equal to 2.5% of their base hourly rate. The maximum Educational Pay that an employee can receive for either an Associate's degree or a position-appropriate certification is 2.5% of the employee's base hourly rate.

Eligible employees who possess a Bachelor's degree from an accredited university that is not required by their position may receive Educational Pay that is equal to 5% of their base hourly rate. The maximum Educational Pay that an employee with a Bachelor's degree can receive is 5% of the employee's base hourly rate.

Any Educational Pay earned by an employee will be included when calculating the employee's regular rate of pay for purposes of overtime. In addition, to the extent permitted by CalPERS, any Educational Pay earned by an employee will be reported as compensation for purposes of pension benefits.

#### 5.8.2.2 Eligibility Requirements

In order to be eligible to receive Educational Pay, the employee's degree or certificate must be one that: (1) is not required by the employee's position; and (2) contributes value and/or enhances the employee's ability to do their current job.

#### 5.8.2.3 Requests for Educational Pay

Employees requesting Educational Pay are required to submit requests for such pay to the Human Resources Manager. Requests must include a copy of the degree or certificate upon which the request is based.

For a certificate to qualify for Educational Pay, the requesting employee must provide a brief statement describing the relatedness to the employee's position and advantage to the District of the certificate to the Human Resources Manager or designee. An employee may appeal the denial of a request for Educational Pay by the Human Resources Manager or Designee to the Fire Chief, whose decision shall be final.

#### 5.8.2.4 Career Development

The District may reimburse the cost of tuition, enrollment fees and books for courses which employees take at a recognized institution. These courses must, in the opinion of the employee's supervisor and Human Resources, increase employees' competence in their present job or prepare them for advancement in the District. An employee must be employed with the District when the course is completed in order to qualify for reimbursement. Receiving below a "C" grade or poor work performance during the course will result in the education reimbursement being denied.

The employee must obtain and submit to Human Resources receipts for tuition, enrollment fees and books, and the employee's official school grade report for reimbursement. The Fire Chief retains ultimate and sole discretion to approve requests and specific items sought to be reimbursed.

### 5.8.3 Notary Pay

Employees who are called upon to notarize a document shall receive pay in the amount of \$15.00 for each notarized signature. To receive Notary Pay, the employee must possess a valid notary public certification from the State of California. The District will cover the cost of notary certifications.

Notary Pay will not be included when calculating the employee's regular rate of pay for purposes of overtime and will not be reported as compensation for purposes of pension benefits.

Employees in positions that are routinely relied upon for ongoing notary services have been eligible to receive Notary 2 Pay. To be eligible for Notary 2 Pay, employees are required to obtain and maintain a valid notary public certification from the State of California and to be available to perform notary services for the District during their working hours. Notary Pay 2 shall be equal to 2.5% of the employee's base rate of pay.

Any Notary 2 Pay earned by an employee will be included when calculating the employee's regular rate of pay for purposes of overtime. In addition, to the extent permitted by CalPERS, any Notary 2 Pay earned by an employee will be reported as compensation for purposes of pension benefits.

Effective the pay period including January 1, 2025, Notary 2 Pay shall no longer exist and no employee shall be eligible for Notary 2 Pay effective beginning the pay period including January 1, 2025.

## 5.9 Work Out of Classification Pay

Work out of classification pay shall be paid to an employee who has been assigned in writing by the Fire Chief to temporarily perform the duties of a higher level or upgraded position for a period of not less than forty (40) hours in four (4) consecutive work days. Working out of classification assignments shall last no longer than six (6) months.

Work out of classification pay shall continue during any transition period in which the employee is expected to provide significant (which may mean 10-20 hours a week) training to the individual permanently appointed to the higher level or upgraded position.

When assigned to perform the majority of duties of the higher-level classification, the employee shall receive 10.0% of the employee's base rate of pay for each hour of out of classification work performed as out of classification pay. When assigned to perform less than the majority of duties of the higher-level classification, the employee shall receive 5.0% of the employee's base rate of pay as out of classification pay.

The assigning supervisor shall work collaboratively with the employee on a written description of the out of class duties to be performed during the out of classification assignment.

Any out of classification pay earned by an employee will be included when calculating the employee's regular rate of pay for purposes of overtime. In addition, any out of classification pay earned by an employee will be reported as compensation for purposes of pension benefits, only to the extent permitted by CalPERS and the Government Code.

## 5.10 Residency Stipend

In the interest of supporting employees who choose to live close to the District for faster response in an emergency, the District will provide all unit members who live within a 30-mile radius of 170 Middlefield Road, Menlo Park, CA 94025 a \$250 per month stipend. Effective the first full pay period in January 2023, this subsection will be modified such that the District will instead provide all unit members who live within a 30-mile driving distance of 170 Middlefield Road, Menlo Park, CA 94025 a \$300 per month stipend. The standard to determine eligibility shall be to calculate distance using the shortest route by miles on Google Maps. Eligibility will only be revisited/recalculated if the employee's primary residence changes. Employees are required to promptly notify the District if their primary residence changes to avoid improper payment of residency stipends under this section.

Such stipend will be included when calculating the employee's regular rate of pay for overtime pay, but will not be reported as compensation for purposes of pension benefits.

## **SECTION 6. DAYS AND HOURS OF WORK**

### 6.1 Hours of Work

Full-time employees are regularly scheduled to work a four-ten schedule or 40 hours per workweek. Employee schedules may vary based on assignment. Employees may be permitted to work an alternative schedule, subject to the approval of the Fire Chief or designee.

### 6.2 Meal Periods

All unit employees that are regularly scheduled to work six (6) hours or more per day are required by the District to take a non-compensable meal period of thirty (30) minutes. Employees are not required to remain onsite during meal periods. Meal periods may not be waived or used to adjust scheduled work hours.

### 6.3 Annual Office Closure

District Administration offices and the US&R offices shall be closed on those regular business days between the Christmas holiday and New Year's Day. The District shall provide notice to the Union no later than October 1 each year of the dates for the annual office closure. Employees are required to use either floating holiday hours or accrued paid annual leave hours during this closure. Employees who do not have any floating holiday hours or accrued annual leave will be placed on unpaid leave during this period.

### 6.4 Remote Work

Remote work is defined as work performed at an alternate worksite with pre-approval from the employee's supervisor or manager; final approval for such work may be granted only by the Fire Chief or designee. District policy governs requirements and standards for remote work.



## **SECTION 7. OVERTIME**

### **7.1 Overtime Pay**

Overtime pay shall be paid on all hours an employee is required to work in excess of forty (40) hours in the workweek (see 5.3.1 for definition of a workweek). In determining if an employee has worked 40 hours, the District will include only those hours actually worked and any hours paid for a recognized holiday, provided that floating holiday hours shall not be included.

Overtime pay shall be calculated at one and one half (1½) times the employee's regular rate of pay. As used in this section, the term "regular rate of pay" shall be as determined under the requirements of the Fair Labor Standards Act.

### **7.2 Call Back Overtime**

Notwithstanding the general rule in Section 7.1, when an employee is required by the Fire Chief, Fire Chief designee or immediate supervisor to work for thirty consecutive minutes, or report to a work location on the employee's scheduled day off or after the employee has completed their regular shift and has left their assigned work location, the District shall pay the employee at a time and a half rate for all applicable hours worked, with a minimum of two (2) hours of pay at the time and a half rate of pay. If the employee is not required to report to a work location and performs fewer than 30 minutes of work on the employee's scheduled day off or after the employee has completed his regular shift and left his/her assigned work location, the employee shall be paid at an overtime rate for the actual time worked.

### **7.3 Compensatory Time Off**

Bargaining unit employees are eligible to receive earned overtime in the form of compensatory time off upon request with the approval of the Fire Chief or their designee. The maximum allowable hours that may be contained in an employee's compensatory time off bank is 40 hours. Such bank may also include, upon the employee's request with the approval of the Fire Chief or their designee, banked straight time hours worked in excess of a part-time employee's regular schedule, but less than 40 in a workweek.

### **7.4 Disaster or Emergency Situations**

#### **7.4.1 Definitions**

The following definitions shall apply only to the provisions of this Section 7.4.

##### **7.4.1.1 Regular Business Hours**

The phrase "regular business hours" as used in this Section refers to those hours between 7:00 a.m. and 6:00 p.m., Monday through Thursday or Tuesday through Friday.

##### **7.4.1.2 Locally Declared Disaster**

The phrase “locally declared” or “locally declared disaster” refers to an actual or potential disaster or emergency situation as declared by a local public agency served by the District.

#### 7.4.1.3 State Declared Disaster

The phrase “State declared” or “State declared disaster” refers to an actual or potential disaster or emergency situation as declared by the Governor or under State law.

#### 7.4.1.4 Federally Declared Disaster

The phrase “federally declared” or “federally declared disaster” refers to an actual or potential disaster or emergency situation as declared by the President of the United States or under federal law.

### 7.4.2 Work Performed Beyond Regular Business Hours

An employee ordered to work by the Fire Chief, or designee, in response to a locally declared, State declared, or federally declared disaster will be compensated at the overtime rate of pay for every hour worked outside of regular business hours.

In no event shall an employee receive less than two (2) hours of overtime compensation for work performed following receipt of an order which would require the employee to return to work during hours that are beyond the employee’s regular business hours.

### 7.4.3 Work Performed During Regular Business Hours

An employee ordered to work by the Fire Chief, or designee in response to a locally declared, State declared, or federally declared disaster will be compensated at his or her regular rate of pay for every hour worked during regular business hours, except where an employee has qualified for overtime under Section 7.1 above. If an employee is required to work under this section on days which also constitute a District recognized holiday, he or she will receive an additional hour of pay at his or her regular rate of pay for every hour worked during regular business hours on the holiday.

### 7.4.4 Compensatory Time Off

Compensation provided under the terms of this Section 7.4 cannot be taken in the form of compensatory time off.

## **SECTION 8. HOLIDAYS**

### **8.1 Recognized Holidays**

The following are recognized as District paid holidays for bargaining unit employees:

New Year’s Day	Columbus Day
Martin Luther King Jr. Day	Veterans Day
President’s Day	Day Before Thanksgiving Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Labor Day

Day After Christmas

## 8.2 Observance

In the event that a holiday is observed on an employee's regularly scheduled day off, the employee will be permitted to observe the holiday on the regularly scheduled work day which immediately precedes or succeeds the holiday.

A Friday or Saturday holiday shall be observed on the previous Thursday. A Sunday holiday shall be observed on the following Monday.

If a District paid holiday falls during the employee's scheduled vacation, the holiday will not be counted as vacation taken.

In order to receive holiday pay, an employee must be in paid status on the day immediately preceding and immediately following the date on which the holiday is observed. The number of hours that an employee will receive in holiday pay will be the same as the number of hours that the employee would have regularly worked if not for the holiday. If an employee is on a paid leave of absence when the holiday is observed, the number of hours that the employee will receive in holiday pay will equal the number of hours in which the employee was in paid status on the days immediately preceding and succeeding the holiday. An employee who separates or commences an unpaid leave of absence on the last scheduled workday preceding a holiday will not receive holiday pay.

## 8.3 Floating Holidays

In addition to the recognized holidays identified in Section 8.1, each employee shall be granted the equivalent to two workdays of floating holiday hours per year (e.g. 20 hours if working a 4/10 schedule) on July 1. The number of floating holiday hours granted shall be equal to the employee's full-time equivalency on July 1. Any employee hired after July 1, shall receive floating holiday hours in proportion to the percentage of the fiscal year remaining to be worked. Once granted, the number of hours shall remain available for the employee's use during the year. Floating holidays can be taken at any time upon approval of the employee's supervisor. No employee may have more than the equivalent of 2 days' worth of floating holidays at any time. Any unused floating holiday hours on June 30 will be forfeited. Floating holidays do not carry over from year to year.

## 8.4 Work on a Holiday

An employee who is required to work on a holiday shall receive, in addition to pay for the holiday, pay at the employee's regular hourly rate for all such hours worked.

## **SECTION 9. ANNUAL LEAVE / PAID TIME OFF (PTO)**

### 9.1 Annual Leave Program

Annual leave is a comprehensive program that provides employees with accrued paid leave to cover all time off work except holidays, jury duty, bereavement leave, military leave or where paid leave is otherwise provided in this agreement.

## 9.2 Accrual

Annual leave begins accruing upon the employee's date of hire. The rate at which an employee accrues annual leave and the maximum amount of annual leave hours that may be accrued is determined by an employee's length of service and full-time equivalency. Full-time employees accrue annual leave as follows:

Uninterrupted Full Service Years (Months)	Monthly Accrual (Hours)	Annualized Accrual (Hours)
DOH – 3 (0-36 months)	17.00	204.00
4 – 9 (37-108 months)	21.00	252.00
10 – 13 (109-156 months)	24.00	288.00
14 – 18 (157 – 216 months)	25.00	300.00
19 – above (217 or more months)	27.00	324.00

The maximum number of annual leave hours that may be accrued by a full-time employee is 500 hours of leave.

## 9.3 Pre-designated Cash Out of Accrued Annual Leave

A fulltime employee may cash out annual leave hours accrued so long as a pre-designated election was made at any time in the prior calendar year per policy. An employee may not request to cash out an amount in excess of their annual accrual amount. Additionally, an employee is encouraged to maintain a minimum of 80 hours in their leave bank.

## 9.4 Part-Time Employees

For part-time employees, the annual leave hours accrued at each service increment, the maximum hours that may be accrued, the number of accrued hours required to qualify for cash out, and the accrued hours at which automatic cash out will occur shall all be pro-rated, based on the employee's full-time equivalency.

## 9.5 Annual Leave at Termination

Upon separation from employment, an employee shall receive payment for any annual leave accrued but not taken up to 50% of the accrual balance per section 12.7 of this MOU. The remaining 50% shall be deposited in the employee's PEHP account. Such compensation for 50% of the accrued and unused annual leave shall be paid to the employee in one lump sum. It is understood that the percentage, if any, of the accrual balance that is deposited in the employee's PEHP account upon separation may change during the term of this MOU, per the bargaining unit's annual determination under Section 12.7.

## 9.6 Usage

The terms and conditions for usage of annual leave shall be as follows:

1. Scheduled Usage - Annual leave hours used for an employee absence on a day pre-approved by the employee's supervisor.
2. Unscheduled Usage - Annual leave hours used for an employee absence because of their own illness or injury or because of the illness of a member of the employee's immediate family requiring the care or attendance of the employee.

## **SECTION 10. LEAVES OF ABSENCES**

The provisions of this section shall be read and administered in accordance with applicable provisions of state and federal statutes, regulations and decisional law (hereafter referred to as governing law) pertaining to family, pregnancy, disability and military leave rights. To the extent provisions of this section conflict with the governing law and the conflict results in a more favorable benefit for the employee, the governing law will take precedence. Otherwise, the provisions of this Section shall govern. If, during the term of this agreement, judicial, legislative, or regulatory changes to the governing law invalidate provisions of this section, the parties shall, as soon as it can be mutually arranged, meet and confer to address the impact of the invalidated provisions on existing terms and conditions of employment.

### **10.1. Family Care and Medical Leave**

Employees may be eligible to take unpaid, job-protected leave for specified family and medical reasons under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The administration of leave provided for under this section shall be in accordance with the provisions of FMLA and CFRA. For qualifying leave requests, the District will use a rolling calendar year to determine the amount of leave available. Employees are limited to designating one person per 12-month period. When annual leave is available, employees must first use their accrued leave before going on unpaid leave. Leave provided under this provision may run concurrently with other leaves provided under this agreement.

### **10.2 Pregnancy Disability Leave**

The District shall provide eligible employees with leave in accordance with the provisions of the California Pregnancy Disability Leave Law.

### **10.3. Worker's Compensation Leave**

Worker's compensation leave is absence from duty granted because of a disability caused by illness or injury arising out of and in the course of the individual's employment. Worker's compensation leave shall be in accordance with the provisions of the workers' compensation laws of the State of California.

The District will attempt to provide modified duty assignments for employees who are unable to perform their regular duties due to a work-related illness or injury. Modified duty assignments will be determined in accordance with the employee's medical restrictions, the needs of the District and the District's Modified Duty Assignment Policy.

### **10.4 Catastrophic Leave Bank**

The District shall establish and maintain a Catastrophic Leave Bank which allows bargaining unit

members and other employees to donate accrued leave to other employees who have exhausted or will exhaust their accrued leave due to the employee's own health condition, or a health condition of a member of the employee's immediate family.

Immediate Family shall be defined as an employee's spouse, registered domestic partner, child (including step or foster child), or a person defined as a dependent for Income Tax purposes.

The Catastrophic Leave Bank will include the following terms and conditions:

- All full-time regular and probationary employees shall be eligible to apply for and receive paid leave from the Catastrophic Leave Bank.
- Time donated or given will be a one hour for one-hour exchange, no conversions, based upon the requesting employee's rate.
- The catastrophic leave bank will have a maximum cap of 500 hours.

The Catastrophic Leave Bank shall not be initiated until the employee's leave balances (annual leave, floating holidays, and comp time bank) are completely exhausted.

In order to be eligible to receive paid leave from the Catastrophic Leave Bank due to an employee's own health condition, an employee must provide a physician's statement that the employee's health condition is such that the employee is currently unable to perform their regular duties and that provides an estimate of the length of time the employee's health condition will be such that the employee is unable to perform their regular duties. If an employee is eligible for FMLA, the employee must apply FMLA leave while using the Catastrophic leave bank.

In order to be eligible to receive paid leave from the Catastrophic Leave Bank due to the health condition of a member of an employee's immediate family, an employee must provide a physician's statement that the health condition of the member of the employee's immediate family is such that the employee must take time off from work to provide care for that person and an estimate of the length of time the employee will need to take time off from work to provide such care. If an employee is eligible for FMLA, the employee must apply FMLA leave while using the Catastrophic leave bank.

An employee who meets the conditions of eligibility for the receipt of paid leave from the Catastrophic Leave Bank shall be entitled to receive up to 320 hours of such leave in a 12-month period, provided that there are a sufficient number of hours in the Catastrophic Leave Bank. The Fire Chief shall have the discretion to approve a request from an eligible employee for additional hours of paid leave from the Catastrophic Leave Bank. A denial by the Fire Chief for additional hours of paid leave from the Catastrophic Leave Bank shall not be subject to the grievance or other appeal procedures.

Employees receiving paid leave from the Catastrophic Leave Bank shall accrue leave based on the MOU.

A 40-hour workweek employee who has at least 120 hours of annual leave may donate annual leave hours. A 40-hour workweek employee donating annual leave may not make a donation that would result in their having less than 80 hours of annual leave.

Employees with floating holidays may donate part or all of their annual unused floating holiday

hours.

The District's Catastrophic Leave Policy shall authorize employees to make donations annually to the Catastrophic Leave Bank. At any time during the year that the number of hours in the Catastrophic Leave Bank falls below the number of hours that are to be granted to an eligible employee, the Human Resources Department will notify the Union so they may solicit additional donations to the Catastrophic Leave Bank from regular employees. The names of the employees who make donations to the Catastrophic Leave Bank and the number of hours shall be kept confidential.

## 10.5 Integration

Employees shall timely apply for Worker's Compensation Temporary Disability benefits, State Disability benefits, and/or State Disability Family Leave benefits (referred to as "benefit payment") as appropriate to the injury, illness or condition which supports the basis for any leave of absence. For any period during which an employee on an approved leave receives any benefit payments, such payments will be integrated with the employee's use of accrued paid leaves. In no event may an employee receive more in compensation through the combination of any benefit payments received and any paid time off received in cash than the employee would have received in regular compensation if not for the absence.

In the event that there is a delay in the issuance of any benefit payment, the employee is required to notify the District. Should an employee receive a retroactive benefit payment, which when combined with the paid time off hours provided to the employee for the period of the retroactive payment would result in the employee receiving more than he or she would have received in regular compensation, the employee shall provide a photocopy of any retroactive benefit payment check to the District. The amount of any retroactive benefit payment will be divided by the employee's rate of pay, including any specialty pays. The resulting number of hours shall be credited to the employee for purposes of District payment toward medical premiums only for any period of that leave which exceeds the District's obligation to provide paid health care benefits under the FMLA/CFRA, and for which District payment is not already being made.

## 10.6 Leave Without Pay

This section shall cover leaves of absence without pay which are in excess of or not covered by leaves provided in sections 10.1 through 10.3 and 10.6 through 10.11, inclusive.

### 10.6.1 Request for Leave

Upon written request a leave of absence without pay may be granted to any employee for a period of time not to exceed six (6) months for education, training (which will materially benefit District services), personal or medical reasons where other leave provisions are not available or have been exhausted. An employee shall not be entitled to a leave of absence under this provision as a matter of right, but may be granted only upon the approval of the Fire Chief or designee.

A request for a leave of absence in excess of six (6) months may be considered by the Fire Chief, who will evaluate potential benefits to the District, and may grant such extended leave of absence, at the Fire Chief's sole discretion.

### 10.6.2 Eligibility

To be eligible to request a leave of absence without pay, the employee must have exhausted all of his or her available accrued leave banks and must not be eligible for leave under any other provision of this agreement.

### 10.6.3 Effect of Leave of Absence

An employee's seniority date will not be adjusted by the length of a leave of absence. However, the period of the leave of absence will extend the date on which the employee becomes eligible for a step increase, and the date the employee will be eligible for a change in their annual leave accrual.

### 10.6.4 Accruals and Benefits While on Leave

A leave of absence without pay shall not be construed as a break in service or employment, and rights accrued at the time the leave is granted are retained by the employee; however, annual leave hours, increases in salary, paid holidays and other fringe benefits shall not accrue to a person granted an unpaid leave of absence during the period of such leave.

All premiums under the District's health, dental, and life insurance programs, union dues, and any other fees, charges and deductions shall be the responsibility of the employee while on an unpaid leave of absence.

### 10.6.5 Return from Leave

The supervisor of an employee returning from a leave of absence shall promptly notify the Human Resources Manager of the return of the employee from an official leave of absence. An employee returning from a leave of absence may be required to provide medical documentation indicating the employee's fitness to return.

If an employee requests to return to work prior to the scheduled end of their leave, the employee must request approval from the Deputy Chief or designee at least five (5) days prior to the date of returning to work. The Deputy Chief or designee may request substantiating evidence (i.e. medical examination, doctor's written release, etc.). If the Deputy Chief or designee does not grant the request the employee may appeal the decision to the Fire Chief.

Upon return from an authorized leave of absence and after providing all required documents, the employee on leave will be returned to the position they vacated or to a comparable position if the former position is not available.

### 10.6.6 Filling of Vacancy Related to Leave

When a regular position is vacant due to an official leave of absence, the position may be filled for the length of that leave, and any extension thereof. Any person not a regular employee filling such position shall be a temporary employee.

## 10.7 Military Leave



Military leave shall be granted in accordance with State and Federal law. The District will make available on the District's intranet links to applicable State and Federal websites describing applicable military leave law.

## 10.8 Bereavement Leave

In the event of a death in the employee's immediate family, the District will grant one of the following, which choice shall be up to the employee and submitted by the employee by e-mail or in other writing in advance of the requested bereavement leave:

- (1) Up to four work days off with pay to handle family affairs and/or attend the service; these days shall be consecutive unless the Fire Chief or their designee approves otherwise.
- (2) Up to five work days without pay, which days need not be consecutive, within three months of the death of the immediate family member, to handle family affairs and/or attend the service. Employees may use available annual leave or compensatory time off to remain in a paid status.

For this Section 10.8, "immediate family" means spouse, registered domestic partner, child (including step or foster child), mother or father (including step-, foster-, grand- and -in-law), brother or sister.

In the event of the death of a member of an employee's family other than an immediate family member as defined in this section, a leave of absence with pay of one (1) day shall be granted.

If an employee needs to use bereavement leave, the employee must receive advance permission from the employee's supervisor, including permission to take the specific days requested for bereavement leave. The District may require, within thirty (30) days of the first day of bereavement leave taken, the employee to provide documentation of the death of the immediate family member. Such documentation includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

The Fire Chief or designee may grant additional time off for the death of an immediate family member, which decision shall be final. If additional time is granted, it shall be deducted from the employee's annual leave bank; provided, however, that if the employee has no accrued and unused annual leave hours available such additional time off shall be granted without pay.

In special or unusual cases, when someone other than the immediate family has raised the employee, or due to unusual circumstances has a very close relationship to the employee, the Fire Chief or their designee may grant bereavement leave, chargeable to the employee's annual leave balance, to permit the employee to attend the funeral or memorial services.

## 10.9 Court Appearances and Jury Duty

### 10.9.1 Jury Duty

An employee who is summoned to serve on a jury must notify his or her supervisor as soon as possible after receiving notice of both possible and actual jury service. A leave of absence with

pay shall be granted by the Fire Chief or designee, to an employee who is called for jury duty. While on jury duty, any payment except travel pay, meals and lodging received by the employee as a juror shall be remitted to the District through the Fire Administration. Time spent on jury duty is not work time for purposes of calculating overtime compensation.

#### 10.9.2 Subpoena

An employee who is subpoenaed to appear in court in a matter regarding an event or transaction which he or she perceived or investigated in the course of his or her District job duties will appear without loss of compensation. The time spent in response to a subpoena will be considered work time. Any payment except travel pay, meals, and lodging received by the employee for such service shall be remitted to the District through the Fire Administration.

#### 10.9.3 Exception for Employee-Initiated or Non-District Related Matters

An employee who is a Plaintiff or Petitioner in an action against the District or who is a named party, a paid expert witness, or subpoenaed to appear in a matter unrelated to the District and its activities, is not eligible to receive compensation for time spent related to those proceedings. In such cases, an employee may request to receive time off without pay, or may use accrued annual leave for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

#### 10.10 Time Off to Vote

If an employee does not have sufficient time outside of working hours to vote in a state-wide election, the employee may take up to two hours off without loss of pay at the beginning or end of the day. Prior approval for this time off by the employee's supervisor is required. Employees are required to provide at least two (2) working days prior notice in order to be eligible to receive benefits under this section.

#### 10.11 School Related Leave

Any employee who is a parent, guardian or grandparent having custody of one or more children in kindergarten or grades 1 through 12 or attending a licensed day care facility shall be allowed up to forty (40) hours each school year, not to exceed eight (8) hours in any calendar month of the school year, without pay, to participate in activities of the school of their child. Such employee must provide reasonable advance notice of the planned absence.

The employee may be required to use accrued annual leave to cover the absence. The District may require the employee to provide documentation from the school as verification that the employee participated in school activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody work for the District at the same work site, only the first parent requesting leave shall be entitled to leave under this provision.

#### 10.12 Absence Without Authorized Leave

Unless the employee provides sufficient justification as determined by the Fire Chief or designee, any employee who is absent for three consecutive working days without being on annual leave or an authorized leave of absence or who fails to return following the expiration of an authorized

leave of absence shall be considered as having automatically and voluntarily resigned his or her employment with the District. Nothing in this section shall limit the District's authority to discipline or dismiss an employee due to an unauthorized absence. A resignation processed pursuant to this Section will be conducted in accordance with applicable law, including providing the employee with notice of the District's intent to process a resignation under this provision and opportunity to be heard before such resignation is deemed final. However, an employee who is separated under this rule is not entitled to a disciplinary appeal under any other section of the District's rules.

### 10.13 Coordination with Paid Leave Hours

An employee who needs a leave of absence that exceeds the types and/or periods of leave provided for above and who continues to have accrued and unused paid leave hours will be permitted to use their accrued paid hours in accordance with the relevant section of this agreement.

## **SECTION 11. EVALUATIONS**

### 11.1 Purpose

Evaluating employee performance is one of the most important responsibilities of a manager or supervisor. Evaluations provide a framework for setting and accomplishing organizational and individual goals and objectives. An effective evaluation process lets employees know what is expected of them, how they are performing, and how they can improve and/or take advantage of growth and career opportunities. This is particularly true when the employee is on probation, forming the basis for their future work habits and relationships.

### 11.2 Evaluation Procedure

The following guidelines should be followed in the performance evaluation process:

#### 11.2.1 General

Each supervisor is responsible to set and communicate clear performance standards for his or her subordinates at the beginning of, and throughout, the review period. Feedback on employee performance is a continual process throughout the year and needs to be given as recognition for achievements or when the employee is having difficulty meeting performance standards or objectives.

#### 11.2.2 Formal Evaluation

On a regular basis (see Section 11.3 below), each supervisor is responsible to conduct formal performance evaluations with each subordinate employee summarizing past discussions and setting performance goals.

##### 11.2.2.1 Working Draft

Since the performance appraisal conference is a cooperative effort between supervisor and employee, the evaluation form should initially be done as a draft. This provides an opportunity

for the employee to assess the draft, reflect on their performance, and review the draft performance objectives to be discussed at the conference.

#### 11.2.2.2 Employee Response

Employees should be given 14 calendar days from the date the draft evaluation form is given to or discussed with the employee to comment and/or respond to the evaluation content and process, either in discussion with the supervisor or in writing.

#### 11.2.2.3 Final Evaluation

At the end of the 14-calendar day draft period, and after considering the employee's comments and suggestions, the supervisor will issue the final evaluation, incorporating any changes they feel are warranted.

### 11.3 Timing of Evaluations

It is particularly important that reports be done in a timely manner, particularly with probationary employees for whom timely information is part of assuring every opportunity for successful completion of their probationary period.

Newly hired employees will be evaluated at least quarterly (90 days) during the initial year.

Incumbent employees will be evaluated on an annual basis on the employee's anniversary date, as defined in Section 5.5.1. An employee will complete a self-rating in advance of their annual evaluation review with his or her supervisor. An employee should receive a mid-year review, and a final appraisal after the completion of each year (from the anniversary date) in a position.

A special performance evaluation/performance improvement plan may be instituted when, in the supervisor's judgment, the employee's performance requires immediate improvement.

The Fire Chief or designee will maintain a system to assist supervisors in completing performance evaluations on time.

### 11.4 Performance Appraisal Form

A copy of the employee performance appraisal form may be obtained from Human Resources.

### 11.5 Employee Signature

Upon issuance of the final appraisal form, the employee will be asked to acknowledge it by signing the form. Employees will be given a copy of the signed appraisal form. If the employee does not agree with the evaluation, they may submit a rebuttal which will be included with the evaluation form and placed in the employee's personnel file. The provisions of this Section 11 are not subject to the grievance procedure.

The self-rating appraisal form shall be maintained by the employee with a copy being maintained by their supervisor. The final appraisal form shall be returned to Human Resources and placed into the employee's personnel file.

## **SECTION 12. HEALTH AND WELFARE COVERAGE**

### **12.1 CalPERS Health Care Benefits**

The District agrees to contract with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing employees and their dependents with access to medical insurance benefits. Unit members must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

Because the availability of specific plans and benefit levels provided by CalPERS is not within the District's control, the District's obligations shall be limited to providing employees with those benefits described in this Section.

### **12.2 District's Employer Contribution for Medical Insurance Benefits**

The District's employer contribution towards medical insurance benefits shall be the minimum contribution amount required by Government Code Section 22892. Contributions provided under this section are required only to the extent mandated by the PEMHCA.

The District will provide each eligible annuitant, as defined by the PEMHCA, with an employer contribution towards medical insurance benefits that is equal to the minimum PEMCHA contribution amount required by Government Code Section 22892 provided to an active employee in this section 12.2.

### **12.3 Cafeteria Plan**

The District agrees to provide a contribution to a health and welfare benefit cafeteria plan for full-time employees, pursuant to Section 125 of the Internal Revenue Code so that, when combined with the PEMCHA minimum amount described in Section 12.2 above, is paid up to the following maximum:

(a) For health premiums:

Employee Only: \$1,000/mo District contribution  
 Employee +1: \$1,500/mo District contribution  
 Employee +2 or more: \$2,000/mo District contribution

In the event premiums selected by the employee exceed these amounts, the balance will be paid by the employee through automatic pretax payroll deduction, as allowed under Internal Revenue Code Section 125.

(b) Cash: Employees in the following categories as of January 2021 shall be eligible for monthly taxable cash payments under the cafeteria plan in the following amounts:

Waive Coverage: \$2,000/mo District contribution  
 Employee Only: \$1,000/mo District contribution  
 Employee +1: \$500/mo District contribution  
 Employee +2 or more: No contribution

Persons hired after January 2021 shall not be eligible for cash payments under the cafeteria plan. Employees that waive health coverage shall not be eligible for any cafeteria contributions.

In addition, grandfathered employees eligible for cash as set forth above shall be capped at the cash amount for which they are initially eligible (for example, an employee that is eligible for \$500/mo because they are enrolled as employee+1 would not be eligible for a greater cash amount if the employee in a future year opted out or was enrolled as employee only. In addition, a grandfathered employee that in a future year is eligible for less cash than current would be capped at that amount regardless of future enrollment choices (for example, if an employee who opts out and enrolls in a future year as employee + 2 or more and thus was no longer eligible for cash in that year, the employee would not be eligible for cash thereafter even if the employee opted out in a subsequent year).

To be eligible to waive the District's medical insurance, a regular employee and/or the employee's dependent(s) must be eligible for and elect to receive medical insurance through another non-District employer-sponsored or association medical plan. The employee must provide proof of coverage under another health plan or will be automatically enrolled in the lowest cost plan offered by the District.

(c) Flexible Spending Health, Dependent Care and Life Insurance: For persons that enroll in a District offered health plan, cafeteria plan amounts not exhausted for the purchase of health insurance or received as cash as set forth in Sections 12.3(a) and (b) may be allocated toward Flexible Spending Health and Dependent Care and/or employee group term life insurance up to the IRS limits for benefits provided under a cafeteria plan.

A full month's cafeteria contribution will be paid for each month the employee is eligible for a healthcare plan through the District. As benefits are paid a month in advance, this would include the first and last month of employment. This does not include time in which an employee is in unpaid status or is eligible for COBRA benefits.

The District's total maximum contribution towards medical premiums for eligible part-time employees shall be pro-rated based on the number of hours per week the part-time employee is assigned to work.

For Affordable Care Act (ACA) health benefit eligibility, the initial measurement period shall be the first 90 days of employment. Employees averaging above 30 hours of employment, shall be offered health benefits in accordance with law and pro-rated based on their percentage of full-time employment.

## 12.4 Dental

The District shall contribute one hundred twenty-two dollars (\$122.00) per month toward the employee dental plan. Effective the first full pay period in January 2023, the District will increase its contribution from \$122/month to \$127/month toward the employee dental plan. Part time employees shall receive a pro-rated District contribution toward the employee dental plan. Benefits shall be administered by a third-party administrator. During the term of this agreement, the District shall pay any administrator fees.

In the event AFSCME wants to discuss the tier limit or creation of an appeal process, AFSCME may do so in Labor-Management meetings. These would be labor-management discussions and not meet and confer.

## 12.5 Retirement Plan

### 12.5.1 CalPERS Pension Plan

The District contracts with CalPERS for the purpose of providing eligible bargaining unit employees with pension benefits.

All employees hired before January 1, 2013 will be entitled to a 2.7% at age 55 formula with one-year final compensation and the following options:

1. Post Retirement Survivor Allowance (contract amended 11/1/21)
2. Pre-Retirement Option 2W Death Benefit
3. The 1959 Survivor Benefit termed "Indexed Level"
4. The Single Highest Year Option
5. The "Military Service Credit" Option

For all employees hired after January 1, 2013 and defined as a "new member" pursuant to California Government Code Section 7522.02 will be entitled to a 2.0% at age 62 formula with three-year final compensation.

### 12.5.2 CalPERS Member Contributions

Employees shall pay the statutory member contribution to CalPERS, currently established as 8% for "classic" members and half the total normal cost for "new/PEPRA" members as defined by CalPERS and the Government Code. Any changes in contribution amounts directed by CalPERS shall be implemented after a meet and confer process with the union.

## 12.6 Supplemental Retiree Benefits

With regard to medical benefits upon retirement, in addition to and separate from any District contribution provided to an annuitant under Section 12.2 of this MOU, a bargaining unit employee shall receive a monthly District contribution of \$250 into their PEHP account, currently administered by Nationwide.

## 12.7 PEHP

The District agrees to participate in a Post-Employment Health Plan (PEHP) held within a VEBA, a tax-exempt legal entity established pursuant to Internal Revenue Code Section 501(c) (9) for bargaining unit members. Participation in the plan shall be in accordance with the terms and conditions of the Plan's Participation Agreement. The plan provides that fifty percent (50%) of the value of an employee's accrued and unused leave hours which are cashed out upon separation or retirement are to be deposited in the employee's PEHP account for the purpose of receiving tax-free reimbursements for qualified medical insurance premium expenses and qualified out of pocket medical expenses. The bargaining unit reserves the right to annually modify the percent of the value of any accrued and unused leave hours that are to be contributed to an employee's PEHP account upon separation.

## 12.8 Flexible Spending Accounts

The District provides employees with access to programs that allow employees to make contributions towards: (1) qualified dependent care expenses; and (2) qualified medical expenses. These programs may be offered pre-tax in accordance with state and federal laws and in compliance with the IRS.

## 12.9 Life Insurance

The District will pay the premium for life insurance benefits for each employee. District paid life insurance benefits will provide for a minimum benefit of \$100,000. Employees are solely responsible for the cost of any additional or supplemental life insurance benefit.

## 12.10 State Disability Insurance

All employees participate in the State Disability Insurance (SDI) Program, which provides partial income replacement in the event an employee is unable to work due to an illness or injury that occurs outside the workplace. The Employee pays the premium for this insurance coverage. Employees on a leave of absence who receive SDI benefits are required to coordinate their receipt of those benefits with any accrued paid time off, except that employees shall not receive more in compensation through the coordination of SDI benefits and paid time off than the employee would have received while working his or her regularly scheduled hours.

## 12.11 Long Term Disability

The District will provide bargaining unit members with Long Term Disability (LTD) Insurance through a plan that is sponsored by the District in conjunction with members of the Unrepresented and Management group.

## 12.12 Commute Incentive

The District will evaluate the value of this benefit for the AFSCME employees. The District may suggest an alternate benefit of similar cost and implement this benefit with approval from the Fire Chief. Any recommended alternate benefit with a significant cost difference will be presented to the Board for approval.

## **SECTION 13. UNIFORM AND TOOL ALLOWANCE**

### 13.1 Uniform Allowance

The District will provide all new employees, on a one-time basis, with four uniform shirts. Bargaining unit employees shall receive a uniform replacement and maintenance allowance per month. The amount of this allowance shall vary based on an employee's position and full-time equivalency. Full-time employees in classifications requiring a 'Class B' uniform shall receive a uniform allowance of \$75.00 per month. Full-time employees in all other bargaining unit classifications shall receive a uniform allowance of \$50 per month. Part-time employees will receive a pro-rated uniform allowance. Employees receiving a uniform allowance are required to comply with the provisions of the applicable uniform policy. On an annual basis in January,



employees in a non-customer interaction position will be given the option of waiving the uniform allowance and be allowed professional attire instead.

Where a position currently required to wear a 'Class B' uniform is vacated, District management retains the right to evaluate the 'Class B' uniform requirement for that classification, and further, retains the right to eliminate the 'Class B' uniform for prospective new hires or newly promoted employees to that classification after notification and meeting with the Union upon request.

Uniform allowance payments received by an employee will be reported as compensation for purposes of pension benefits for classic members only. Employees defined as new members by CalPERS shall not be entitled to have uniform allowance payments reported as compensation for purposes of pension benefits. Uniform allowance payments are not included when calculating an employee's regular rate of pay for purposes of overtime.

### 13.2 Tool Allowance

The District will provide full-time employees in the classifications of Mechanic and Fleet Supervisor with a tool allowance of \$200 per month for the purchase and maintenance of personal tools used to conduct District business. Tools purchased and maintained must be of a type that is used within the scope of position job requirements. Part-time employees will receive a pro-rated tool allowance.

Tool allowance payments are not included when calculating an employee's regular rate of pay for purposes of overtime and are not reported as compensation for purposes of pension benefits.

Effective July 1, 2023, a tool allowance will no longer be provided and instead the District will provide all necessary and proper tools for the Mechanic and Fleet Supervisor to perform their job duties. Management will work collaboratively with the affected employees prior to July 2023 to ensure the District has all necessary and proper tools and to develop use and purchasing protocols. As part of those discussions, the parties may discuss a potential reimbursement program should employees be required to purchase any of their own tools, notwithstanding this transition.

Any tools purchased by the District will be District property. All tools purchased by an employee prior to Board approval of this 2023-25 MOU are the employee's property.

If the District is not fully ready for the transition described in this section by July 2023, the Mechanic and Fleet Supervisor will continue to receive the \$200/month tool allowance until such transition is fully completed.

## **SECTION 14. DISCRIMINATION**

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, disability, religion, or legitimate union activities against any employee or applicant for employment by the Union or by the District or by anyone employed by the District; and to the extent prohibited by applicable State and Federal law, there shall be no discrimination against any disabled persons solely because of such disability unless that disability prevents the persons from performing the essential job duties of the position. Complaints alleging discrimination based on legitimate union activities, shall be processed as grievances under this MOU. All other complaints of discrimination shall be processed in accordance with the District's policy prohibiting discrimination, harassment and retaliation.

## **SECTION 15. PERSONNEL FILES**

Each employee shall have the right to inspect and review his or her own official personnel and/or medical file, which is kept or maintained by the District. 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 District on the employee's off time. With written permission from the employee, these records may also be reviewed by a Union representative.

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

Upon receipt of a letter of reprimand or warning, which the employee feels is factually incorrect, the employee may so advise the Human Resources Manager in writing and such written response shall become a permanent part of the employee's personnel file. A letter of reprimand or warning is not subject to the grievance procedure. A letter of reprimand or warning, and any corresponding written response, will be removed from the employee's personnel file two (2) years after it is issued upon written request by the Union or employee.

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

## **SECTION 16. PROBATIONARY PERIODS**

New employees shall serve a probationary period of twelve (12) months in the classification for which he or she was hired. The probationary period will commence on the first day the employee reports to work for the District. The probationary period of an employee who is absent from work, temporarily reassigned to perform in another classification, or temporarily assigned to perform modified or light duty may be extended by the same amount of time as the absence or reassignment.

Employees may be suspended or separated from the District service at any time during the probationary period without right of appeal or hearing. Actions taken under this section shall not be subject to the grievance procedure.

## **SECTION 17. DISCIPLINARY ACTION**

### **17.1 General**

A supervisor may discipline any employee who reports to that supervisor; provided, however, that no permanent employee may be disciplined except for cause and such discipline shall be accordance with the provisions of this section. For purposes of this Section, the term discipline means counseling, written reprimand, suspension, reduction in pay, demotion, or dismissal.

### **17.2 Right to Representation**

When an employee is required to meet with a supervisor or manager and reasonably anticipates such meeting will involve questioning that could lead to disciplinary action, they shall be entitled to representation by a Union Steward or other representative if they so request it. The employee shall also be entitled to Union representation at any subsequent step of a disciplinary or appeal

process if they so request. No representative provided under this provision shall be a person who is also subject to the same investigation.

### 17.3 Pre-Disciplinary Due Process

The pre-disciplinary and post-disciplinary process rights set forth in Sections 17.3 apply only in the case of disciplinary suspensions, reductions in pay, demotions and dismissals

#### 17.3.1 Notice of Proposed Disciplinary Action

Before disciplining an employee, the District shall provide the employee with written notice of any proposed disciplinary action either personally or by registered or certified mail, return receipt requested. The notice shall include:

- (1) A statement of the nature and extent of the proposed disciplinary action.
- (2) The effective date of the proposed disciplinary action.
- (3) A statement of the causes upon which the proposed discipline is based, including a copy of any documents relied upon.
- (4) A statement in ordinary and concise language of all the specific facts or omissions upon which the proposed disciplinary action is based.
- (5) A statement advising the employee of his or her right to respond, either orally or in writing, to the proposed disciplinary action and of the manner and time within which said response must be given.
- (6) A statement that if the employee's response is not given in accordance with the manner and time outlined, the employee's right to provide a pre-disciplinary response shall be waived, and the discipline will proceed as proposed.
- (7) A statement that the employee is entitled to Union representation in this matter if they so request.

#### 17.3.2 Employee Response

The affected employee may, within ten (10) business days (excluding Fridays, Saturdays, Sundays, District holidays) after receiving written notice of any proposed disciplinary action, respond to the notice of proposed disciplinary action either orally or in writing. If the employee fails to respond to the notice of proposed discipline within the time period specified, they will have waived the right to respond at this level and the discipline may be imposed as proposed.

#### 17.3.3 Final Action

After considering any response from the employee, and considering any defenses or mitigating circumstances, the Deputy Fire Chief or designee will render a decision on the notice of proposed discipline. If the Deputy Fire Chief or designee imposes discipline, the employee has a right to appeal that decision as set forth in the grievance procedure, Section 18.2 of this MOU. Any decision to impose discipline will not be tolled pending resolution of the appeal.

### 17.4 Grounds for Discipline

The following, among others, are grounds for discipline:

- (1) Absence without authorized leave.

- (2) Conviction of a felony or any charge which disqualifies an individual from employment, or failure to notify the District of such conviction. "Conviction" shall be construed to be a determination of guilt of the accused by a court, including a plea of guilty or nolo contendere, regardless of sentence, grant of probation, or otherwise.
- (3) Disorderly or immoral conduct.
- (4) Conduct which discredits the District, the employee's District employment, or the public service.
- (5) Incompetence or inefficiency in the performance of the employee's assigned work.
- (6) Insubordination, meaning that the employee, having the ability to carry out a reasonable act when directed to do so by a supervisor or manager with authority to direct their activities on the job, willfully fails or neglects to perform the directed act.
- (7) Discourteous or disrespectful treatment of the public, fellow employees or supervisors.
- (8) Intoxication while on duty, or other violation of the District's Drug-Free Workplace Policy.
- (9) Neglect of duty.
- (10) Negligent or willful damage to District property, equipment or vehicles, or waste of District supplies or equipment.
- (11) Unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam related to the employee's continued ability to perform his or her job.
- (12) Dishonesty, including but not limited to: theft, misappropriation, misuse or mishandling of District funds or property, taking District equipment for personal use without permission, falsifying time records, materially misrepresenting or concealing facts or making false statements regarding one's employment, including application for employment, promotion or appointment.
- (13) Misuse of medical or disability leave for purposes not authorized or provided for pursuant to the District's leave policies.
- (14) Excessive or unexcused absenteeism and/or tardiness.
- (15) Failure to maintain any license, certificate or credential required by the minimum standards for the employee's position, including failing to timely notify the District of any anticipated loss or lapse of such license, certificate or credential.
- (16) Willful violation of any provisions of the Policies and Procedures Manual governing the Fire District and/or the provisions of this Memorandum of Understanding.

## 17.5 Suspension

Employees suspended from the District service shall forfeit the accrual of seniority or service time, salary, and/or other fringe benefits while on such suspension.

## **SECTION 18. GRIEVANCES**

### 18.1 Grievance Defined

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding excluding, however, those provisions of this Memorandum of Understanding which specifically provide that the decision of any District official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. In the event that an alternative complaint procedure is applicable to an employee's claim (e.g., harassment complaint), the grievance shall be treated as having been submitted under that alternative procedure and will be processed accordingly. Any matter addressed through an alternative procedure may not also be raised as a grievance under this section.

## 18.2 Grievance Procedure

Grievances shall be processed in the following manner:

### 18.2.1 Informal Grievance

Any employee who believes they have a grievance may discuss their complaint with their supervisor. If the issue is not resolved at that level, or if the employee elects to submit their grievance as a formal grievance and without first discussing the grievance with their supervisor, the following procedures must be followed. The aggrieved employee may be represented by the Union at this and any subsequent step of the grievance procedure.

### 18.2.2 Formal Grievance

No grievance shall proceed or be processed as a formal grievance which has not been timely filed or appealed under this section.

#### 18.2.2.1 Step 1 – Filing with Human Resources Manager

In order to be timely filed, the grievance must be initially filed with the Human Resources Manager within ten (10) business days of the events giving rise to the grievance or within ten (10) business days of the time the grievant became aware or reasonably should have become aware of the facts giving rise to the grievance.

Any grievance involving suspension, demotion or dismissal, must be initially filed in writing with the Human Resources Manager within ten (10) business days of the time at which the affected employee was notified of such action. Any grievance regarding the payment of compensation must also be initially filed in writing at this step.

The grievance may be filed by either the aggrieved employee or an official of the Union. The grievance must state the facts supporting the grievance and the provision of the agreement violated along with a proposed remedy. The Human Resources Manager shall investigate the issues, meet with the grievant, and attempt to reach a satisfactory resolution of the grievance. If a satisfactory resolution is not reached, the Human Resources Manager will respond to the grievance in writing. Any written response will be provided within ten (10) business days of any meeting with the grievant to attempt to resolve the grievance.

#### 18.2.2.2 Step 2 – Referral to the Deputy Fire Chief

In the event the grievance is unresolved after Step 1, the grievant or the Union may refer the matter to the Deputy Fire Chief. Any referral to the Deputy Fire Chief must be made within ten

(10) business days after the date of any written response to the Grievance is provided under Step 1. If no written response to the grievance is provided under Step 1, the referral must be made within ten (10) business days after the timeline for providing a response under Step 1 has expired.

Upon receiving the referral, the Deputy Fire Chief shall meet with the grievant, and attempt to reach a satisfactory resolution of the grievance. If a satisfactory resolution is not reached, the Deputy Fire Chief will respond to the grievance in writing. Any written response will be provided within ten (10) business days of any meeting with the grievant to attempt to resolve the grievance.

#### 18.2.2.3 Step 3 – Appeal to the Fire Chief

**Timeline** - In the event a grievance involving discipline is unresolved after Step 2, the grievant or the Union may refer the matter to the Fire Chief. In the event a grievance involving the interpretation or application of this MOU is unresolved after Step 2, the Union may refer the matter to the Fire Chief. Any referral to the Fire Chief must be made within ten (10) business days after the date any written response to the grievance is provided under Step 2. If no written response to the grievance is provided under Step 2, the referral must be made within ten (10) business days after the timeline for providing a response under Step 2 has expired.

**Options** - The Fire Chief may either hear the matter or, at the Union's request, the hearing will be assigned to a hearing officer who shall be selected by the mutual agreement of the parties. The fees and expenses of the hearing officer shall be shared equally by the parties. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs if any. The decision of the hearing officer on matters properly before him/her shall be advisory to the Fire Chief.

**Decision** – If the Fire Chief has heard the matter, the Fire Chief shall render a decision within ten (10) business days of the close of the hearing process. If the hearing has been conducted by a hearing officer, the Fire Chief shall either affirm, set aside or modify the decision within ten (10) business days of receipt of the hearing officer's decision, except that if the Fire Chief takes no action within ten (10) business days of the receipt of the hearing officer's decision, the decision shall become final and binding on the parties. Any decision by the Fire Chief shall be final and binding on the parties.

### 18.3 Compensation Payments

Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than ninety days (90) from the date upon which the complaint was filed.

### 18.4 Engaging in Action Against the District

The Union, its members and representatives, agree that it, and they will not engage in any of the following concerted actions against the District: authorizing, sanctioning, or supporting any

strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound as determined by the Fleet Supervisor and the Duty Chief) or to perform customary duties; and neither the Union nor any representatives thereof shall engage in job action against the District for the purpose of effecting changes in the directives or decisions of management of the District, nor to effect a change of personnel or operations of management or of employees of the District not covered by this Memorandum of Understanding.

## **SECTION 19. OUTSIDE EMPLOYMENT**

No permanent employee shall engage in any gainful employment that may constitute a conflict of interest for the employee or the District. No emblem, badge, or other employee identification shall be used by any employee while they are engaged in any outside employment. The District will in no way be responsible for compensation or other benefits in the event of illness or injury incurred in connection with any outside employment.

No employee shall apply themselves, whatsoever, to any outside employment during their working hours.

No employee shall apply themselves, whatsoever; to any outside employment during any period of leave granted under Section 10 without permission from the Fire Chief.

## **SECTION 20. MEDICAL EXAMINATIONS AND MEDICAL SEPARATIONS**

### **20.1 Medical Examinations**

An employee may be required to undergo a fitness for duty examination to determine whether he or she can perform the essential functions of his or her position. In the event the Fire Chief or designee determines there is necessity for a fitness for duty examination, the Fire Chief or designee shall inform the employee of the basis for that determination. An employee shall submit to such examination at any time during such employee's employment. The District may require that the examination be conducted by a physician selected by the District. If the District required that the examination be conducted by a physician selected by the District, the full cost of the examination shall be borne by the District.

### **20.2 Medical Separations**

In the event that it is determined that an employee is medically unable to perform the essential functions of his or her position and it is determined that there is no reasonable accommodation which would enable that employee to perform the essential functions of his or her position, that employee may be medically separated from employment with the District. The District will provide the employee with notice of its intent to medically separate the employee. The employee will be given the opportunity to respond, either orally or in writing, to any notice of intent before a final determination is made by the Deputy Fire Chief or designee. If the Deputy Fire Chief or designee determines that a medical separation is appropriate, the employee has a right to appeal that decision as set forth in the grievance procedure, Section 18.2 of this MOU. Any decision to medically separate an employee will not be tolled pending resolution of the appeal. Medical separations will be identified in an employee's personnel file as such.

## **SECTION 21. LAYOFFS**

### **21.1 General**

Whenever in the judgment of the District, one or more positions are to be eliminated for reasons of lack of work, lack of funds, reorganization, or other reasons of economy, efficiency or lack of need, an employee filling such a position may be laid off.

Before employees are laid off, the District will explore reasonable possibilities for reassignment, and will meet with the Union to discuss potential alternatives to job loss.

### **21.2 Notice of Layoff**

The District will give at least thirty (30) days advanced written notice to employees to be laid off, unless a shorter period of time is authorized by the Board of Directors.

### **21.3 Order of Layoff**

Employees will be laid off in the inverse order of their seniority. Within each class, employees will be laid off in the following order:

- (1) Extra help or seasonal
- (2) Temporary – a temporary employee who is displaced may revert to the classification in which they hold permanent status, if any.
- (3) Provisional
- (4) Probationary
- (5) Regular

In cases where there are two or more employees in the classification from which the layoff is to be made who have the same seniority date, such employees will be laid off on the basis of the last evaluation rating in the class, providing such rating has been on file at least ninety (90) days and no more than twelve (12) months prior to lay off, as follows:

First, all employees having ratings of less than meets standards; second, all employees having ratings of Meets Standards; third, all employees having ratings of Exceeds Standards.

### **21.4 Seniority**

In a reduction of forces, the employee in an affected classification with the shortest length of District services shall be the first employee laid off and in rehiring the last employee laid off shall be the first employee rehired, provided, however, that the employee retained or rehired is capable, in the estimation of the Fire Chief, to perform the work required.

### **21.5 Calculation of Seniority**

The following will be included in computing an employee's length of service with the District:

- (1) Time worked in a permanent or probationary status; and



- (2) Time spent on an authorized leave of absence pursuant to Section 10 of this agreement, except for time spent on leave under Section 10.5.

The following days will not be included in computing an employee's length of service:

- (1) Time worked in an extra help, provisional, temporary, or seasonal status;
- (2) Time spent on a leave of absence under Section 10.5;
- (3) Time spent on a layoff.

## 21.6 Employee Options

A regular employee who has been notified that they will be laid off from their current position shall have the following options:

(1) Displacing a District employee with less District service in a parallel or lower classification in which the employee held prior permanent or probationary status ("bumping"). For purposes of this section, parallel shall mean a class with a current wage range equal to or no more than 2.5% higher than the wage range of the classification from which the employee is being laid off. If an employee has not held status in a parallel or lower classification, then no displacement rights accrue to that individual. All employees must exercise displacement privileges within five (5) working days after receipt of the Notice of Layoff, by written notice to the Human Resources Manager. If this choice is not exercised within the specified time period, it is automatically forfeited. The employee exercising the displacement privilege will displace employees in lower classifications in the inverse order of seniority. Employees who displace other employees will be paid at the rate for the lower classification.

(2) If an employee has not held status in a lower classification, or if such lower classification is occupied by a more senior employee, the employee shall be entitled to fill a vacant position in another District classification, provided they possess the necessary skills and fitness for that position as determined by the Fire Chief or designee. An employee who is transferred to a vacant position will be paid at the rate of the position. Any employee who does not accept a transfer within five (5) working days after a Notice of Transfer is given, will have automatically forfeited the ability to transfer.

- (3) Accepting layoff

## 21.7 Re-Employment Eligible Lists

The names of employees laid off shall be placed on Re-employment Eligible Lists as hereinafter specified:

- a. The Re-Employment Eligible List for the class from which the employee was laid off.
- b. The Re-Employment Eligible List for any parallel or lower class in which the employee held permanent status.
- c. The Re-Employment Eligible List for any lower class for which the employee has the necessary skills and fitness.

Former employees appointed from a Re-Employment Eligible List shall be restored all rights and benefits to which they were entitled at the time of layoff, except that re-employed 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.

An employee who is reinstated to a position held at the time of layoff will be reinstated to the salary range and step held at the time of layoff. An employee who is reinstated to a lower position (whether previously held or not) will be reinstated to the range for the lower class at a step determined by the Fire Chief. A reinstated employee who has not completed a probationary period for the reinstated position will be required to complete the probationary period for the position.

The Re-Employment Eligible List shall consist of the names of employees and former employees having probationary or permanent status, and who were laid off. The rank order on such list shall be determined by relative seniority as calculated pursuant to Section 21.5. Such list shall take precedence over all other eligible lists in making appointments to the classification in which the list applies.

Such names will remain thereon for a period of two (2) years unless such persons are sooner re-employed. As a vacancy within the classification becomes available, the name appearing at the top of the list will be selected to fill the vacancy. An employee who is selected from the list to fill the vacancy, who refuses the assignment, will be removed from the list without right of appeal. It shall be the employee's responsibility at all times to advise the District as to the employee's current address.

In the event the Fire Chief determines there is a necessity for a medical examination or other qualifying examination, for an employee appointed from a Re-Employment Eligible List, that employee shall submit to any such examination or examinations. Cost of such examination or examinations shall be borne by the District.

## **21.7 Accrual of Benefits During Layoff**

Employees shall not accrue any benefits during the period of time they are on layoff.

## **SECTION 22. SEPARABILITY OF PROVISIONS**

In the event any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

The parties shall meet and confer regarding a substitute for any provision found illegal or unenforceable.

## **SECTION 23. PAST PRACTICES**

### **23.1 Continuance of Working Conditions**

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the Board of Directors are not guaranteed by this Memorandum of Understanding.

## SECTION 24. TERM

This Memorandum of Understanding shall remain in effect for those employees employed in classifications which comprise the AFSCME bargaining unit from January 1, 2023 through December 31, 2025.

### For AFSCME, Local 829

DocuSigned by:




Ashley Mates

Business Rep / Lead Negotiator

Dated: 3/29/2023

DocuSigned by:



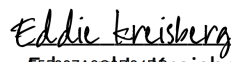
Amy Kraska, Shop Steward

Senior Management Analyst

Dated: 3/31/2023

### For MENLO PARK FIRE DISTRICT

DocuSigned by:

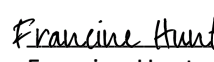


Edward L. Kreisberg

Lead Negotiator

Dated: 4/4/2023

DocuSigned by:

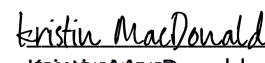


Francine Hunt

Director of Administrative Services

Dated: 3/29/2023

DocuSigned by:



Kristin MacDonald

Senior Human Resources Analyst

Dated: 3/29/2023

**EXHIBIT A****SALARY SCHEDULE - EFFECTIVE JANUARY 1, 2023**

<b>Class Title</b>	<b>Group</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Time Base</b>	<b>Effective Date</b>
Accounting Technician	AFSCME	\$40.62	\$42.65	\$44.78	\$47.02	\$49.37	Hourly	1/1/2023
Administrative Analyst	AFSCME	\$40.86	\$42.90	\$45.05	\$47.30	\$49.67	Hourly	1/1/2023
Administrative Assistant	AFSCME	\$33.53	\$35.21	\$36.97	\$38.82	\$40.76	Hourly	1/1/2023
Administrative Specialist	AFSCME	\$38.23	\$40.14	\$42.15	\$44.26	\$46.47	Hourly	1/1/2023
Community Volunteer Coordinator	AFSCME	\$43.66	\$45.84	\$48.13	\$50.54	\$53.07	Hourly	1/1/2023
Emergency Services Specialist	AFSCME	\$43.66	\$45.84	\$48.13	\$50.54	\$53.07	Hourly	1/1/2023
Fire Prevention Coordinator	AFSCME	\$44.33	\$46.55	\$48.88	\$51.32	\$53.89	Hourly	1/1/2023
Fire Prevention Coordinator	AFSCME	\$48.77	\$51.21	\$53.77	\$56.46	\$59.28	Hourly	2/1/2023
Fleet Supervisor	AFSCME	\$57.68	\$60.56	\$63.59	\$66.77	\$70.11	Hourly	1/1/2023
IT Specialist	AFSCME	\$62.22	\$65.33	\$68.60	\$72.03	\$75.63	Hourly	1/1/2023
Logistics Specialist	AFSCME	\$37.96	\$39.86	\$41.85	\$43.94	\$46.14	Hourly	1/1/2023
Mechanic	AFSCME	\$45.10	\$47.35	\$49.72	\$52.21	\$54.82	Hourly	1/1/2023
Plans Examiner	AFSCME	\$55.82	\$58.61	\$61.54	\$64.62	\$67.85	Hourly	1/1/2023
Public Education Officer	AFSCME	\$47.72	\$50.11	\$52.62	\$55.25	\$58.01	Hourly	1/1/2023
Risk Reduction Officer I (Flex)	AFSCME	\$43.37	\$45.54	\$47.82	\$50.21	\$52.72	Hourly	1/1/2023
Risk Reduction Officer II (Flex)	AFSCME	\$47.72	\$50.11	\$52.62	\$55.25	\$58.01	Hourly	1/1/2023
Risk Reduction Officer III (Flex)	AFSCME	\$52.48	\$55.10	\$57.86	\$60.75	\$63.79	Hourly	1/1/2023
Senior Management Analyst	AFSCME	\$60.20	\$63.21	\$66.37	\$69.69	\$73.17	Hourly	1/1/2023

**SALARY SCHEDULE - EFFECTIVE JANUARY 1, 2024**

<b>Class Title</b>	<b>Group</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Time Base</b>	<b>Effective Date</b>
Accounting Technician	AFSCME	\$42.04	\$44.14	\$46.35	\$48.67	\$51.10	Hourly	1/1/2024
Administrative Analyst	AFSCME	\$42.30	\$44.41	\$46.63	\$48.96	\$51.41	Hourly	1/1/2024
Administrative Assistant	AFSCME	\$34.71	\$36.45	\$38.27	\$40.18	\$42.19	Hourly	1/1/2024
Administrative Specialist	AFSCME	\$39.57	\$41.55	\$43.63	\$45.81	\$48.10	Hourly	1/1/2024
Community Volunteer Coordinator	AFSCME	\$45.19	\$47.45	\$49.82	\$52.31	\$54.93	Hourly	1/1/2024
Emergency Services Specialist	AFSCME	\$45.19	\$47.45	\$49.82	\$52.31	\$54.93	Hourly	1/1/2024
Fire Prevention Coordinator	AFSCME	\$50.48	\$53.00	\$55.65	\$58.43	\$61.35	Hourly	1/1/2024
Fleet Supervisor	AFSCME	\$59.70	\$62.68	\$65.81	\$69.10	\$72.56	Hourly	1/1/2024
IT Specialist	AFSCME	\$63.47	\$66.64	\$69.97	\$73.47	\$77.14	Hourly	1/1/2024
Logistics Specialist	AFSCME	\$39.29	\$41.25	\$43.31	\$45.48	\$47.75	Hourly	1/1/2024
Mechanic	AFSCME	\$46.69	\$49.02	\$51.47	\$54.04	\$56.74	Hourly	1/1/2024
Plans Examiner	AFSCME	\$57.78	\$60.67	\$63.70	\$66.88	\$70.22	Hourly	1/1/2024
Public Education Officer	AFSCME	\$49.40	\$51.87	\$54.46	\$57.18	\$60.04	Hourly	1/1/2024
Risk Reduction Officer I (Flex)	AFSCME	\$44.90	\$47.14	\$49.50	\$51.97	\$54.57	Hourly	1/1/2024
Risk Reduction Officer II (Flex)	AFSCME	\$49.40	\$51.87	\$54.46	\$57.18	\$60.04	Hourly	1/1/2024
Risk Reduction Officer III (Flex)	AFSCME	\$54.32	\$57.04	\$59.89	\$62.88	\$66.02	Hourly	1/1/2024
Senior Management Analyst	AFSCME	\$62.30	\$65.42	\$68.69	\$72.12	\$75.73	Hourly	1/1/2024

**SALARY SCHEDULE - EFFECTIVE JANUARY 1, 2025**

<b>Class Title</b>	<b>Group</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Time Base</b>	<b>Effective Date</b>
Accounting Technician	AFSCME	\$43.51	\$45.69	\$47.97	\$50.37	\$52.89	Hourly	1/1/2025
Administrative Analyst	AFSCME	\$43.78	\$45.97	\$48.27	\$50.68	\$53.21	Hourly	1/1/2025
Administrative Assistant	AFSCME	\$35.92	\$37.72	\$39.61	\$41.59	\$43.67	Hourly	1/1/2025
Administrative Specialist	AFSCME	\$40.95	\$43.00	\$45.15	\$47.41	\$49.78	Hourly	1/1/2025
Community Volunteer Coordinator	AFSCME	\$46.76	\$49.10	\$51.56	\$54.14	\$56.85	Hourly	1/1/2025
Emergency Services Specialist	AFSCME	\$46.76	\$49.10	\$51.56	\$54.14	\$56.85	Hourly	1/1/2025
Fire Prevention Coordinator	AFSCME	\$52.25	\$54.86	\$57.60	\$60.48	\$63.50	Hourly	1/1/2025
Fleet Supervisor	AFSCME	\$61.78	\$64.87	\$68.11	\$71.52	\$75.10	Hourly	1/1/2025
IT Specialist	AFSCME	\$64.72	\$67.96	\$71.36	\$74.93	\$78.68	Hourly	1/1/2025
Logistics Specialist	AFSCME	\$40.67	\$42.70	\$44.83	\$47.07	\$49.42	Hourly	1/1/2025
Mechanic	AFSCME	\$48.31	\$50.73	\$53.27	\$55.93	\$58.73	Hourly	1/1/2025
Plans Examiner	AFSCME	\$59.79	\$62.78	\$65.92	\$69.22	\$72.68	Hourly	1/1/2025
Public Education Officer	AFSCME	\$51.12	\$53.68	\$56.36	\$59.18	\$62.14	Hourly	1/1/2025
Risk Reduction Officer I (Flex)	AFSCME	\$46.47	\$48.79	\$51.23	\$53.79	\$56.48	Hourly	1/1/2025
Risk Reduction Officer II (Flex)	AFSCME	\$51.12	\$53.68	\$56.36	\$59.18	\$62.14	Hourly	1/1/2025
Risk Reduction Officer III (Flex)	AFSCME	\$56.22	\$59.03	\$61.98	\$65.08	\$68.33	Hourly	1/1/2025
Senior Management Analyst	AFSCME	\$64.49	\$67.71	\$71.10	\$74.65	\$78.38	Hourly	1/1/2025

**EXHIBIT B****SPECIALTY PAYS AND ALLOWANCES**

Employees in the classifications identified below may be eligible to receive only those types of specialty pay and allowances which correspond with their position. In order to receive any specialty pay or allowance, an employee must satisfy any eligibility criteria or pre-requisite associated with that item of pay. Classifications are eligible for specialty pays and/or allowances as follows:

<b>Classification</b>	<b>Available Specialty Pay/Allowance</b>
Accounting Technician	Educational Pay Uniform Allowance Work Out of Classification Pay
Administrative Analyst	Educational Pay Notary 2 Pay (eff 1/1/2025 will change to Notary 1 Pay) Uniform Allowance Work Out of Classification Pay
Administrative Assistant	Educational Pay Uniform Allowance Work Out of Classification Pay
Administrative Specialist	Educational Pay Uniform Allowance Work Out of Classification Pay
Community Volunteer Coordinator	Educational Pay Uniform Allowance Work Out of Classification Pay
Emergency Services Specialist	Educational Pay Notary 1 Pay Uniform Allowance Work Out of Classification Pay
Fire Plans Examiner	Educational Pay Uniform Allowance Work Out of Classification Pay
Fire Prevention Coordinator	Educational Pay Notary 2 Pay (eff 1/1/2025 will change to Notary 1 Pay) Uniform Allowance Work Out of Classification Pay
Fleet Supervisor	Educational Pay Tool Allowance (until 7/1/2023) Uniform Allowance Work Out of Classification Pay
Logistics Specialist	Educational Pay Uniform Allowance Work Out of Classification Pay
Mechanic	Educational Pay Tool Allowance (until 7/1/2023) Uniform Allowance Work Out of Classification Pay
Public Education Officer	Educational Pay Notary 1 Pay Uniform Allowance Work Out of Classification Pay
Risk Reduction Officer	Educational Pay Uniform Allowance Work Out of Classification Pay

Senior Management Analyst	Educational Pay Notary 2 Pay (eff 1/1/2025 will change to Notary 1 Pay) Uniform Allowance Work Out of Classification Pay
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