

MEMORANDUM OF UNDERSTANDING

BETWEEN

WOODSIDE FIRE PROTECTION DISTRICT

AND

***WOODSIDE FIRE PROTECTION DISTRICT
CHIEF OFFICERS***

JANUARY 1, 2020 – DECEMBER 31, 2022

TABLE OF CONTENTS

SECTION 1 - RECOGNITION	6
SECTION 1.1 – UNION RECOGNITION	6
SECTION 1.2 – EMPLOYER RECOGNITION	6
SECTION 2 – CHIEF OFFICER SECURITY	7
SECTION 2.1 – PAYROLL DEDUCTIONS	7
SECTION 2.2 – ADVANCE NOTICE	7
SECTION 2.3 – ACCESS TO WORK LOCATIONS	7
SECTION 3 – DISCRIMINATION/EEO	8
SECTION 3.1 – DISCRIMINATION	8
SECTION 3.2 – AMERICANS WITH DISABILITIES ACT	8
SECTION 4 – COMPENSATORY TIME OFF	9
SECTION 4.1 – COMPENSATORY TIME PROGRAM	9
SECTION 4.2 – COMPENSATORY TIME BANK	9
SECTION 4.3 – COMPENSATORY TIME ACCRUAL	9
SECTION 4.4 – COMPENSATORY TIME USAGE	9
SECTION 5 – PROBATION	10
SECTION 5.1 – OBJECTIVE	10
SECTION 5.2 – EXTENSION OF PROBATION	10
SECTION 5.3 – REGULAR APPOINTMENT	10
SECTION 5.4 – REJECTION OF PROBATIONER	10
SECTION 6 – SALARIES	11
SECTION 6.1 – COMPENSATION PLAN	11
SECTION 6.2 – DEPARTMENT VEHICLE	11
SECTION 6.3 – SALARY ADVANCEMENT	11
SECTION 6.4 – ANNIVERSARY CHANGES	11
SECTION 6.5 – SENIOR FIREFIGHTER PAY	12
SECTION 6.6 – COMPACTION OF PAY	12
SECTION 6.7 – PAYDAYS	12
SECTION 6.8 – CONFIDENTIALITY OF PAYCHECKS	13
SECTION 6.9 – SALARY INCREASE	13

SECTION 7 – DAYS & HOURS OF WORK	14
<hr/>	
SECTION 7.1 – WORK SCHEDULE	14
SECTION 7.2 – STARTING TIME	14
SECTION 7.3 – EXCHANGE OF ON-DUTY TIME (TRADES)	14
SECTION 7.4 – SHIFT TRADE STANDARDS	14
SECTION 8 – COMPENSATION	15
<hr/>	
SECTION 8.1 – OVERTIME	15
SECTION 8.2 – COURT PAY	15
SECTION 8.3 – OUT OF CLASSIFICATION PAY	16
SECTION 8.4 – EMERGENCY CALLBACK PAY	16
SECTION 8.4.1 – EXAMPLES OF EMERGENCY CALLBACKS	16
SECTION 8.5 – HOLIDAY PAY FOR 56 HOUR WORKWEEK EMPLOYEES	17
SECTION 8.6 – HOLIDAY PAY FOR 40 HOUR WORKWEEK EMPLOYEES	17
SECTION 9 – MAINTENANCE OF SKILLS FOR PARAMEDIC AND EMT	18
<hr/>	
SECTION 9.1 – MAINTENANCE OF SKILLS FOR PARAMEDIC	18
SECTION 9.2 – MAINTENANCE OF SKILLS FOR EMT	18
SECTION 10 – BLANK	19
<hr/>	
SECTION 10.1 – BLANK	
SECTION 11 – VACATION	20
<hr/>	
SECTION 11.1 – VACATION	20
SECTION 11.2 – REIMBURSEMENT FOR UNEARNED VACATION LEAVE	20
SECTION 11.3 – PAYMENT FOR UNUSED ACCRUED VACATION LEAVE UPON...	21
SECTION 11.4 – PAYMENT FOR ANNUAL UNUSED VACATION LEAVE	21
SECTION 11.5 – VACATION USAGE	21

SECTION 12 – SICK LEAVE	22
<hr/>	
SECTION 12.1 – ACCRUAL OF SICK LEAVE	22
SECTION 12.2 – SICK LEAVE USAGE	22
SECTION 12.3 – SICK LEAVE AT TERMINATION	23
SECTION 12.4 – SICK LEAVE BUYBACK	23
SECTION 12.5 – NOTIFICATION REQUIREMENTS	23
SECTION 12.6 – REPORT FORMS	24
SECTION 12.7 – VISITATION	24
SECTION 12.8 – RESPONSIBILITY	25
SECTION 13 – LEAVES OF ABSENCE	26
<hr/>	
SECTION 13.1 – WORKERS COMPENSATION LEAVE	26
SECTION 13.2 – JURY DUTY	26
SECTION 13.3 – EXTENDED LEAVE WITHOUT PAY	26
SECTION 13.4 – PREGNANCY LEAVE	27
SECTION 13.5 – MATERNITY/PATERNITY LEAVE	28
SECTION 13.6 – BEREAVEMENT LEAVE	29
SECTION 13.7 – ANNUAL MILITARY LEAVE	29
SECTION 13.8 – FAMILY OR MEDICAL LEAVE	30
SECTION 13.9 – ADMINISTRATIVE LEAVE	30
SECTION 14 – HEALTH & WELFARE	31
<hr/>	
SECTION 14.1 – MEDICAL INSURANCE	31
SECTION 14.2 – DENTAL INSURANCE	31
SECTION 14.3 – LONG-TERM DISABILITY INSURANCE	31
SECTION 14.4 – DEFERRED COMPENSATION	32
SECTION 14.5 – INOCULATIONS	32
SECTION 14.6 – VISION PLAN	32
SECTION 14.7 – EMPLOYEE ASSISTANCE PLAN	32
SECTION 14.8 – DOMESTIC PARTNER BENEFITS	32
SECTION 15 – UNIFORMS	33
<hr/>	
SECTION 15.1 – UNIFORM ALLOWANCE	33
SECTION 15.2 – UNION PINS AND EMBLEMS	33
SECTION 15.3 – GROOMING STANDARDS	33
SECTION 15.4 – JEWELRY	34

<u>SECTION 16 – REIMBURSEMENT</u>	35
SECTION 16.1 – EDUCATIONAL REIMBURSEMENT	35
SECTION 16.2 – REIMBURSABLE COURSES – FIRE/RESCUE	35
SECTION 16.3 – REIMBURSABLE COURSES – EMS	36
<u>SECTION 17 – PHYSICAL FITNESS</u>	37
<u>SECTION 18 – WORK ON PERSONAL VEHICLES</u>	37
<u>SECTION 19 – LAYOFF</u>	38
<u>SECTION 20 – RESIDENCE REQUIREMENTS</u>	38
<u>SECTION 21 – RETIREMENT</u>	38
SECTION 21.1 – PERS RETIREMENT FORMULA	38
SECTION 21.1.1 – SAFETY PENSION GROUP A	38
SECTION 21.1.2 – SAFETY PENSION GROUP B	38
SECTION 21.1.3 – SAFETY PENSION GROUP C	39
SECTION 21.2 – RETIREE BENEFITS	39
SECTION 21.3 – PERS MEMBER CONTRIBUTION	39
SECTION 21.3.1	39
SECTION 21.3.2	39
SECTION 21.3.3	39
SECTION 21.4 – ADDITIONAL EMPLOYEE PERS CONTRIBUTIONS	39
<u>SECTION 22 – CHANGES OF INTERPRETATIONS</u>	40
<u>SECTION 23 – GRIEVANCE & APPEAL PROCEDURES</u>	41
SECTION 23.1 – GENERAL DESCRIPTION	41
SECTION 23.2 – FIRST LEVEL	42
SECTION 23.3 – SECOND LEVEL	42
SECTION 23.4 – FINAL ACTION	42
<u>SECTION 24 – STAFFING</u>	44
<u>SECTION 25 – SEPERABILITY OF PROVISIONS</u>	44
<u>SECTION 26 – NO STRIKE</u>	44
<u>SECTION 27 – EQUIPMENT</u>	44

<u>SECTION 28 – MEMORANDUM OF UNDERSTANDING PRINTING</u>	45
<u>SECTION 29 – RULES AND REGULATIONS</u>	45
<u>SECTION 30 – BOARD OF DIRECTORS MINUTES</u>	46
<u>SECTION 31 – DURATION OF MEMORANDUM</u>	46
<u>SECTION 32 – COMMON MESS</u>	46
<u>SECTION 33 – INCENTIVE PAY</u>	47
SECTION 33.1 – WFPD CHIEF OFFICER INCENTIVE PAY PROGRAM	47
SECTION 33.2 – MERITORIOUS ACHIEVEMENT INCENTIVE	47
<u>SECTION 34 – DRUG AND ALCOHOL POLICY</u>	48
<u>SECTION 35 – SIGNATURES</u>	49
<u>APPENDIX A – PAY SCALES</u>	50
2020 PAY SCALE	50
2021 PAY SCALE	51
2022 PAY SCALE	52

Section 1 Recognition

This Memorandum of Understanding is entered into between representatives of the Woodside Fire Protection District (hereinafter referred to as “Employer”) and Woodside Fire Protection District Chief Officers.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.), and has been jointly prepared by the parties, and supersedes and replaces all prior Memorandum of Understanding executed heretofore.

Except to the extent modified by this Memorandum, all other wages, hours, and conditions of employment shall remain unchanged for the term hereof, unless mutually agreed otherwise by the parties.

The term of this agreement shall be from January 1st, 2020 thru December 31st, 2022.

“Employees” means all workers covered by this Agreement whether male or female, and the use of masculine pronouns or other masculine terms shall include the feminine.

The Employer has recognized the Chief Officers as the exclusive bargaining agent for all permanent and probationary employees within the bargaining unit in the classification of Deputy Fire Chief, Fire Marshal, Deputy Fire Marshal, EMS Chief, Administrative Battalion Chief, and Shift Battalion Chiefs.

1.1 **Chief Officer Recognition**

The Chief Officers will be recognized as the bargaining agent for all employees in the bargaining unit.

Chief Officer Positions: Deputy Fire Chief, Fire Marshal, Deputy Fire Marshal, EMS Chief, Administrative Battalion Chief, and Shift Battalion Chiefs.

1.2 **Employer Recognition**

The Fire Chief, or any person or organization authorized by the Employer, is the representative in employer-employee relations.

Section 2 Chief Officer Security

2.1 Payroll Deductions

All changes to payroll deduction will be made by the Employee, via written communication with the Employer's designated representative. Unless otherwise specified, for the duration of this MOU, the designated representative is the Business Manager.

The following payroll deductions are allowed:

1. Credit Union
2. Medical premium
3. Union dues
4. Association dues
5. Retirement
6. State & Federal Tax
7. Any other deductions required by law
8. Deferred compensation
9. Engine Company 35 dues
10. House Fund dues
11. CSFA dues
12. LTC dues
13. Burn Foundation
14. MDA
15. Any Deductions approved by the Fire Chief

2.2 Advance Notice

Except in case of emergency, the Chief Officers, if affected, shall be given notice of any resolution, rule or regulation directly relating to matters for which there is an obligation to meet and confer, proposed to be adopted by the Governing Body or the Employer and shall be given the opportunity to meet with the employer representative prior to its adoption. An emergency, in this instance shall be defined as an action detrimental to life or property.

2.3 Access to Work Locations

The Chief Officers shall be assigned an office or workspace that can accommodate the daily functions and reference materials of the Chief Officers. The Chief Officers will have use of the District's computer(s), will be assigned an email address, and will have reasonable access to the District's computer network. i.e. (VPN)

Section 3 Discrimination/EEO

3.1 Discrimination

There shall be no discrimination because of race, creed, color, national origin, age, sex, ancestry, sexual orientation, Chief Officer activities or lack thereof, or because of an individual's physical handicap (unless that handicap prevents the person from meeting the minimum standards established for the relevant classification).

3.2 Americans with Disabilities Act

The Employer and the Union agree to abide by the provisions of the Americans with Disabilities Act (ADA). Should the Employer need to change any current practice or policy to comply with the provisions of the ADA, the Employer shall provide the Chief Officers with advance notification per section 2.2 of the MOU. Such notification shall be accompanied by appropriate legal memoranda and supporting legal documentation stating the basis necessitating the change.

Section 4 - Compensatory Time Off

4.1 Compensatory Time Program

Effective January 1st, 2020, the Employer will continue a Compensatory Time program available to all Chief Officers not assigned a 56-hour shift. This program may also be referred to as “Comp Time” or “Comp Time Off” (CT or CTO)

4.2 Compensatory Time Bank

Available hours are to be tracked and managed through Telestaff. This is to be referred to as an employee's “Comp Bank”.

Available time in an employee's Comp Bank will not carry over from year to year. Upon the retirement of an employee, any time remaining in their Comp Bank will be considered forfeited and will not be compensated for.

4.3 Compensatory Time Accrual

Employees are able to earn comp time, at their discretion, through any qualifying non regularly scheduled hours, at a rate of 1hr worked to 1hr Comp Time earned. This is to be in lieu of OT payment.

If an employee would like to accrue Comp Time from any qualifying non regularly scheduled hours, then it is the responsibility of the employee to email their supervisor their Comp Time request.

4.4 Compensatory Time Usage

Comp Time is to be utilized in the same fashion and under the same staffing rules as Vacation usage.

See Telestaff Procedural Manual for further information.

Section 5 Probation

5.1 Objective

The probationary period is an integral part of the examination process and is utilized for closely observing the employee's work, for securing the most effective adjustment of a new Chief Officer to his or her position, and for rejecting any probationary Chief Officer whose performance does not meet required work expectation.

All original and probationary appointments made of employees of the Chief Officer bargaining unit, shall be subject to a probationary period of one (1) year.

5.2 Extension of Probationary Period

A probationary period shall be lengthened by an amount of time corresponding to an employee's approved leave(s) of absence in excess of thirty (30) consecutive calendar days during the probationary period.

5.3 Regular Appointment

At the end of the probationary period, if the Fire Chief desires to make a regular appointment of the probationary Chief Officer he or she will file with the Personnel Officer a written statement to the effect that the Chief Officer's services are satisfactory. If the employee's services are not satisfactory, the Fire Chief shall file a written statement rejecting the probationer.

5.4 Rejection of Probationer

During the probationary period the probationary Chief Officer may be rejected by the Fire Chief and demoted by the appointing authority without the right of review of any kind. Any employee rejected during the probationary period following promotion shall be reinstated to the position from which he or she was promoted unless disciplinary charges are filed and he or she is duly discharged.

Section 6 Salaries

6.1 Compensation Plan

Effective January 1st, of each year, the monthly salary range for each classification shall be as follows:

The hourly rate of pay shall be calculated by multiplying the appropriate monthly rate by twelve (12) and dividing that total by 2080 for forty (40) hour workweek employees or dividing the total by 2912 for fifty-six (56) hour workweek employees. The rates of pay set forth herein represent, for each classification, the standard rate of pay for full-time employment, and represent the compensation due employees, except for overtime compensation and other benefits specifically provided for by the Employer, unless specifically indicated otherwise in the schedule.

See salary schedule listed in Appendix A.

6.2 Department Vehicle

The Chief Officers will be assigned a vehicle by the Department at the Fire Chief's discretion.

6.3 Salary Advancement

No Salary advancement shall be made so as to exceed the maximum rate established in the WFPD Pay Scale for the employee's classification. Advancements shall be automatic.

6.4 Anniversary Changes

Permanent and probationary employees serving in regular positions shall be advanced to the next higher salary step for their respective classification after completion of one (1) year of full-time satisfactory service in each of the salary steps until the top of the range for the classification is reached.

Changes in an employee's salary because of promotion or demotion establish a new salary anniversary date for that employee.

A demoted employee's rate of pay shall not be set at a lower rate than he would have received had he remained in the lower class.

6.5 Senior Firefighter Pay

The following will be the requirements to be fulfilled in order to qualify for the Senior Firefighter pay, in the form of a salary step increase. This salary step increase is available to all members of the bargaining unit, if they meet the following qualifications:

- Completion of 20 years as a paid professional firefighter employed by The Woodside Fire Protection District.
- Woodside Fire Protection District has a cadet program that is funded and administered by the College of San Mateo. This program is not contracted to any retirement agency or program and will not be recognized as part of the qualifying formula for senior firefighter pay.
- All Employees hired prior to January 1st, 2017 will be grandfathered in to the old agreement, as defined below:
 - Completion of 20 years as a paid professional firefighter with at least 10 of those completed years employed by the Woodside Fire Protection District.

6.6 Compaction of Pay

The following classifications shall be internally aligned and shall maintain their minimum step differential to subordinate and/or benchmark classifications as indicated throughout the term of the agreement.

- **Deputy Fire Chief-** The base monthly salary step for Deputy Fire Chief shall be set at ten percent (10%) above the top base monthly salary step for Battalion Chief.
- **Battalion Chief-** The bottom base monthly salary step for Battalion Chief shall be set at twenty-six (26%) above the top base monthly salary step for Fire Captain Paramedic, plus the following incentives so long as they remain in effect for Fire Captains: Senior Fire fighter Pay.
- **Fire Marshal, EMS Chief, & Administrative Battalion Chief-** The appropriate base monthly salary shall be equivalent to the same step Battalion Chief (56-hour schedule).
- **Deputy Fire Marshal-** The top base monthly salary step for Deputy Fire Marshal shall be set at eleven percent (11%) below the bottom base monthly salary step for Fire Marshal.

6.7 Paydays

Payday shall be at least twice monthly. In the event that this day falls on a weekend or holiday, payday will be the preceding workday.

Payroll periods are calculated from the 6th through the 20th, and from the 21st through the 5th of every month.

6.8 **Confidentiality of Paychecks**

The Employer will institute paycheck distribution procedures, which will result in confidentiality (i.e. sealed envelopes for those employees not on duty or present to receive their check).

6.9 **Salary Increase**

Effective the first full pay period in January 2020, every Chief Officer shall receive a four percent (4%) cost of living adjustment.

Effective the first full pay period in January 2021, every Chief Officer shall receive a four percent (4%) cost of living adjustment.

Effective the first full pay period in January 2022, every Chief Officer shall receive a four percent (4%) cost of living adjustment.

Section 7 Days & Hours of Work

7.1 Work Schedule

The regular work schedule for the Deputy Fire Chief, Fire Marshal, EMS Chief, Administrative Battalion Chief, and Deputy Fire Marshal is forty (40) hours a week. With the approval of the Fire Chief this requirement may be amended. Requests for flexible work hours will be granted when they can be accommodated within the District's needs, staff requirements, and are approved by the Fire Chief.

The three shift Battalion Chiefs shall work a 56-hour shift schedule on their assigned shifts (A, B, or C). The work schedule shall consist of two (2) twenty-four (24) hour on-duty periods within a six (6) day cycle to be worked in accordance with the following chart:

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

7.2 Starting Time

The regular starting time for shift Battalion Chiefs scheduled for a fifty-six (56) hour workweek shall be 8:00 a.m. For all approved work performed prior to such regular starting time, or after such quitting times, overtime shall be paid.

7.3 Exchange of On-Duty Time (Trades)

The entire exchange, including pay back, shall be handled between the employees. In no event shall overtime pay be granted for hours worked beyond the fifty-six (56) hour duty cycle as a result of an exchange of on duty time.

7.4 Shift Trade Standards

A shift trade, for purposes of definition, shall mean a twenty-four (24) hour exchange of on-duty time or any part thereof.

The trading of shifts is a privilege for employees, and the ability to trade is based on acceptable job performance. Abuse or misuse of the intent of the trading privilege, or poor job performance, may result in revocation of the privilege. Shift trades are not to effect staffing levels under any circumstances. This is an agreement between members only.

Section 8 Compensation

8.1 Overtime

56-hour work week scheduled Chief Officers-Overtime is authorized time worked beyond the regular scheduled workweek in Section 7.1 Overtime shall be compensated at one and one half (1.5) times the employee's regular rate of pay. Emergency callback or holdover time for less than a full shift shall be compensated at one and one half- (1.5) times the employee's hourly rate of pay. Compensation shall be made in fifteen (15) minute increments.

40-hour work week Chief Officers-Overtime is authorized time worked beyond the regular scheduled workweek in Section 7.1 Overtime shall be compensated at 56-hour Battalion Chief overtime rate of pay at equivalent step. Emergency callback or holdover time for less than a full shift shall be compensated at one and one half- (1.5) times the employee's hourly rate of pay. Compensation shall be made in fifteen (15) minute increments.

See Appendix A

8.2 Court Pay

Any 56-hour work week scheduled Chief Officer who is required to attend as a witness or otherwise any court or tribunal on a normally scheduled day off in connection with a matter regarding an event or transaction which has been perceived or investigated in the course of normal duty, shall be paid at their regular rate if on duty and 1 ½ times their regular rate if off duty in addition to reasonable traveling expenses incurred by person attending said court or tribunal.

Any 40-hour work week scheduled Chief Officer who is required to attend as a witness or otherwise any court or tribunal on a normally scheduled day off in connection with a matter regarding an event or transaction which has been perceived or investigated in the course of normal duty, Overtime shall be compensated at 56-hour Battalion Chief overtime rate of pay at equivalent step in addition to reasonable traveling expenses incurred by person attending said court or tribunal.

The proper dress code when representing the District in court will be professional – either full class B uniform, or business attire pending Fire Chief approval.

8.3 **Out of Classification Pay**

Whenever a Chief Officer is assigned the regular duties of a higher paid classification, they shall be paid the rate of pay applicable in the event of a permanent promotion.

An employee working in a higher rated classification will receive the pay for the first and subsequent hours of work.

The amount of compensation is based on the hourly rate of the first step of the higher paid classification, minus the hourly rate of the top step (not including senior pay) of the classification the employee normally works. (See Appendix A – Acting OT rates).

8.4 **Emergency Callback Pay**

If an employee is called back to work for the purpose of responding to an emergency (or assisting the District with emergency operations), they shall be compensated for such work performed outside of the regular duty shift at the overtime rate. The employee's callback pay shall begin upon confirming the call to respond to the station (this is the confirmation call to report, not the initial page out time). Personal time needing to be completed prior to responding to work shall not be counted as compensatory time. In no event shall the employee receive less than two (2) hours of overtime compensation for each such callback. Pay will be in quarter-hour (15 minute) increments after the first two (2) hours. In this Section, see section 8.1 for overtime pay rates.

8.4.1 Examples of Emergency Callbacks

- Natural Disasters
- Greater Alarm Incidents
- Fire Investigations
- Strike Team Deployments
- EOC Activation
- Any other reason as approved by the Fire Chief

8.5 **Holiday Pay for Fifty-Six (56) Hour Workweek Employees**

Employees who work the fifty-six (56) hour workweek schedules shall be paid for the following holidays at a rate of five percent (5%) of their monthly salaries.

- | | | | |
|----|-----------------------|-----|------------------------|
| 1. | New Year's Day | 7. | Admission Day |
| 2. | Lincoln's Birthday | 8. | Columbus Day |
| 3. | Washington's Birthday | 9. | Veterans Day |
| 4. | Memorial Day | 10. | Thanksgiving Day |
| 5. | 4th of July | 11. | Christmas Day |
| 6. | Labor Day | 12. | Martin Luther King Day |

8.6 **Holiday Pay for Forty (40) Hour Workweek Employees**

Employees that work a 40-hour work week will receive 112 hours of Holiday pay. The following holidays are observed for 40-hour week employees. These holidays may be taken at their scheduled dates or may be used at a later date as a floating holiday. Any listed observed holiday may be worked with prior approval from the Fire Chief or his designee. Upon separation of employment from the District un-used holidays from current or previous years will not be paid.

- | | | | |
|----|-----------------------|-----|------------------------|
| 1. | New Year's Day | 7. | Admission Day |
| 2. | Lincoln's Birthday | 8. | Columbus Day |
| 3. | Washington's Birthday | 9. | Veterans Day |
| 4. | Memorial Day | 10. | Thanksgiving Day |
| 5. | 4th of July | 11. | Christmas Day |
| 6. | Labor Day | 12. | Martin Luther King Day |
- 2 Floating Holidays

Section 9 Maintenance of Skills for Paramedic and EMT

9.1 Maintenance of Skills for Paramedic

All Chief Officers, if applicable, are required to maintain any and all applicable certifications and licenses required for the classification of paramedic. Failure to obtain and/or maintain their licenses in a timely manner may result in either termination of their paramedic classification or employment.

Woodside Fire Protection District will reimburse the necessary dollar amount for the cost of paramedic recertification.

9.2 Maintenance of Skills for EMT

All Chief Officers, if applicable, are required to maintain any and all applicable certifications and licenses required for the classification of EMT. Failure to obtain and/or maintain their licenses in a timely manner may result in either termination of their EMT classification or employment.

Woodside Fire Protection District will reimburse the necessary dollar amount for the cost of EMT recertification.

Section 10 Blank

10.1

Section 11 Vacation

11.1 Vacation

An employee must complete their first year before vacation leave may be taken.

56 Hour Week Employee

Upon the completion of one (1) to five (5) years	144 hours
Beginning the sixth (6) year	192 hours
Beginning the eleventh (11) year	264 hours
Beginning the sixteenth (16) year	312 hours
Beginning the twenty-first (21) year	360 hours
Beginning the twenty-sixth (26) year	408 hours

40 Hour Week Employee

Upon the completion of one (1) to five (5) years	136 hours
Beginning the sixth (6) year	176 hours
Beginning the eleventh (11) year	216 hours
Beginning the sixteenth (16) year	248 hours
Beginning the twenty-first (21) year	280 hours
Beginning the twenty-sixth (26) year	312 hours

If an employee will be completing their fifth, tenth, fifteenth, twentieth, or twenty-fifth year, during the calendar year where vacation within that year is being picked, they will be allowed to pick as if they had completed that year.

The maximum amount of unused Vacation that can be carried over from year to year is half the employee's yearly accrual, to a maximum of 624 hours total.

11.2 Reimbursement for Unearned Vacation Leave

If the employment of any full-time employee should cease, and if they actually have taken more vacation leave than they had accrued at the time of termination of employment, there shall be a deduction from their final pay, or they shall refund to the District, such pay as they have received for vacation leave theretofore taken by them.

11.3 **Payment for Unused Accrued Vacation Leave upon Termination of Employment**

If the employment by the District of any full-time employee should cease, they shall be given, at the time of such termination, full pay for any vacation leave that they may then have accrued.

11.4 **Payment for Annual Unused Vacation Leave**

WFPD will allow all WFPD employees to accrue up to 624 hours of vacation time. All WFPD employees will be required to take at least half of their yearly accrued vacation for that year not including 1st year employees. As of December 31st of that year, all remaining vacation hours above the accrual, will be paid to the employee at straight time. The Fire Chief may grant exceptions to this rule. All requests for an exception to this rule must be made in writing to the Fire Chief.

11.5 **Vacation Usage**

Chief Officers may use vacation in any time increments.

Section 12 Sick Leave

12.1 Accrual of Sick Leave

56-hour Chief Officers shall accrue sick leave credit at the rate of twelve (12) hours per month, or one hundred forty-four (144) hours per year.

40-hour Chief Officers shall accrue sick leave at the rate of eight (8) hours per month, or ninety-six (96) hours per year.

Unused sick leave may be accrued without limit.

An employee, who is off duty due to injury or illness, shall not accrue sick leave for days not paid; however, sick leave shall accrue during an absence, which is the result of occupational disability resulting from District service.

If accrued sick leave is totally used, members shall draw no further pay from the District, however, the Board of Directors may authorize a leave of absence without pay when they deem such action appropriate, and in the best interest of the department. There shall be no arbitrary or discriminatory refusal of leave if the employee is seriously ill.

An employee, who has been properly suspended from duty in accordance with all provisions of the Memorandum of Understanding and applicable state law, shall not accrue sick leave during the suspension from duty.

Upon termination of an employee with the District, all rights, benefits and sick leave accrual shall cease to accumulate or continue in force.

12.2 Sick Leave Usage

Sick leave shall not be considered a privilege that an employee may use at their discretion but shall be allowed only in cases of necessity and actual sickness, including necessary physician appointments or disability. Sick leave may be used for illnesses of the employee or immediate family.

During any period of sick leave, no employee shall apply themselves whatsoever to any outside employment without permission from the chief of the department.

An employee shall not be allowed to work overtime during the period they are on sick leave. If an employee chooses to work during that timeframe, their pay code will be adjusted back to what it was prior to the sick leave notification.

Employees on job-connected disability shall not be charged for sick leave.

For absences of more than five (5) consecutive calendar days for non-shift employees and four (4) consecutive shifts for shift employees, or after taking eight (8) sick days in any calendar year, the employee must file with the Fire Chief, or his designee, a statement by a person licensed to practice medicine or dentistry that said employee was under a doctor's care while absent, unless waived by the Fire Chief

When an employee returns to work after any absence chargeable to sick leave or as a result of an industrial injury or illness, the District may require a statement from the attending doctor that employee is in fit physical condition to perform all the duties of their position. In addition, the employee may be required to undergo a medical examination at the District's expense, to be performed by a doctor designated by the District.

Sick leave for shift and non-shift employees shall be charged against the accrued sick leave on an actual time basis.

12.3 **Sick Leave at Termination**

Employees whose District service is terminated because of retirement through the State of California Public Employees Retirement System (PERS) shall be eligible for payment up to 6 months providing the employee has sufficient hours accrued.

12.4 **Sick Leave Buy-Back**

Refer to Sick Leave buyback policy.

12.5 **Notification Requirements**

Employee or their designee will make entry into Telestaff, when they are sick. Employee will then notify their supervisor or, if unavailable, to the shift Battalion Chief by 7AM of duty day.

Employee reporting sick shall report type of illness or injury and the possible duration of absence.

12.6 **Report Forms**

Illness and Injury Report: Shall be filled out by the Chief Officer and approved by their supervisor for any illness or injury where it is necessary to be off duty over one (1) hour.

Sick Leave Report: Shall be filled out by the employee for any illness or injury where it is necessary to be off duty over one (1) hour.

Report form shall be completed and presented to supervisor ASAP. A medical release, when required, shall be attached to the report.

Report form shall be completed electronically or in ink and filled out completely.

Report form shall be reviewed with the employee by their supervisor and signed. Review shall not be a basis for harassment or discrimination.

Medical Release: When required by the rules and regulations, a medical release shall contain the following information:

- Name, address and phone number of the attending doctor
- Date and time of examination
- Description of the illness or injury
- Treatment received to effect recovery
- Prognosis towards complete recovery at time of examination
- Date employee can return to full or partial duty
- Doctor's signature
 - A phone call to the doctor can be sufficient where there is a contagious illness

12.7 **Visitation**

The Supervisor will accompany employee injured on the job to the department's designated medical facility to insure employees' safety and well-being.

Individual or family assistance will be provided by a Chief Officer or their designated choice to employee on extended sick or disability leave if requested or required.

12.8

Responsibility

It shall be the employee's responsibility for proper reporting of sick or disability leave.

It shall be the direct supervisor's responsibility to see that all report forms are completed properly.

Section 13 Leaves of Absence

13.1 Workers Compensation Leave

Industrial accident leave (Workers Compensation or WC) means the absence from duty of an employee because of work-incurred illness or bodily injury when such absence has been accepted for coverage under the provisions of the Workers' Compensation laws of the State of California, and such leave shall not be deducted from the employee's sick leave balance.

As a condition of receiving pay under this rule, the employee shall be required to assign or endorse to the Employer any temporary disability compensation received as a result of the Workers' Compensation insurance program during such period of pay by the Employer.

Employees shall only be entitled to receive such pay differential for a maximum period of one (1) year; provided, however, that earned vacation and sick leave may be used beyond this one (1) year period to make up said pay differential.

All employees when on Workers Compensation Leave will follow and adhere to the Return to Work Policy of the Woodside Fire Protection District.

13.2 Jury Duty

Each full-time employee who is required to take time off from duty to serve as a juror in any Court of this State, or of the United States of America shall receive their regular base compensation less all jury fees received excluding mileage. Each employee receiving a notice to report for jury service shall immediately notify their immediate supervisor.

13.3 Extended Leave without Pay

The Board of Directors may authorize a leave of absence without pay to any member when they deem it appropriate and in the best interests of the department; however, such leave shall not exceed six months from date of approval. If a leave of absence without pay is granted there shall be no accrual of sick leave or any other benefits during such period.

Pregnancy Leave

Federal or State Law will always supersede what is in this MOU regarding pregnancy disability coverage and the California Family Rights Act (CFRA).

- An employee who is pregnant shall report her condition immediately after diagnosis is made, to an on-duty B/C. If a physician has not certified the diagnosis, the employee has 30 days to provide the department with a medical diagnosis. In the interim, the employee shall be placed on light duty.
- In the instance that the pregnancy is confirmed, the department considers the employee to be unable to perform normal duty. With this the employee has several options:
 - A) The employee has the option to consult her private physician to retain full duty status. Once the employee notifies the department of her pregnancy, it shall be the responsibility of the employee to provide the department with a signed work status report. The report will state the physician's recommendation for the employee's work status.
 - B) The employee may work light duty if her attending physician determines light duty to be appropriate. If this option is chosen, the employee will need to have her physician fill out a work status report. It is the employee's responsibility to ensure that the work status report is completed by the physician and returned promptly to her shift B/C.
 - C) The employee may use earned sick leave if her physician certifies that she is unable to perform her regular work.
 - D) The employee may use earned vacation leave.
 - E) The employee may take a leave of absence. The Fire Chief, upon written request of a full-time employee, may grant a leave of absence without pay for a maximum period of 1 year. Whenever granted, such leave shall be in writing and signed by the Fire Chief.
 - F) In accordance with California Pregnancy Disability Leave (PDL), eligible employees may receive up to four months of unpaid leave when they are disabled due to pregnancy, childbirth or a related medical condition.
 Leave taken for pregnancy disability does not have to be taken at one time. Leave can be taken before or after birth or at any period of time the woman is physically unable to work because of the pregnancy or pregnancy-related condition. Periods of leave may be totaled in computing the four months of leave.
 The employee may use earned sick leave if her physician certifies that she is unable to perform her regular work.

- During light duty, the employee may take vacation time or sick leave for any doctors' appointments.
- Employees will not lose seniority due to pregnancy-related leave or light duty assignment. This would not apply to unpaid leave.
- Employees eligible to take a promotional exam will be allowed to participate in the examination process, provided the employee's physician certifies in writing that the employee is physically capable of participating in the exam process. The department will not be responsible for conducting any additional exams in order to accommodate employees who are unable to participate in the process.
- Probationary employees shall fulfill any and all probationary obligations upon returning to normal duty.
- During the course of pregnancy, uniforms shall be worn until fit or comfort precludes such, at which time appropriate civilian attire will be allowed.
- Full health benefits shall be maintained for the employee during the course of pregnancy, so long as the employee is on light duty or paid leave. Health benefits for employees who choose leave of absence will be paid for by the department for 30 days following commencement of leave. Thereafter, the employee may continue coverage at her own expense if she so desires.
- Employees will not be required to use sick leave or vacation if they are willing and able to work a light duty assignment.
- Other disabilities caused or contributed by a pregnancy, miscarriage, or abortion will be treated as a pregnancy related condition.
- Employees shall return to active duty upon receipt of a status report that indicates that the employee is physically able to resume normal duty status.

13.5 **Maternity/Paternity Leave (MPL)**

Upon the birth or adoption, of a child less than 1 year of age, employees are to receive (5) 24hr shifts of Paid Time Off (PTO) for Maternity/Paternity leave, to be used during the first (5) 24hr shifts of the employee's assigned platoon or immediately upon return from Pregnancy

Leave. The MPL PTO will be considered as ‘use it or lose it’ and will not be carried over or extended past the first (5) 24hr shifts.

Employees may be allowed to return to work prior to the full usage of the MPL PTO. Any remaining MPL not used due to a return to work will be considered forfeited.

While on MPL, employees will not be allowed to work Overtime (OT), Shift Trade Working (TRD+), or OT Mando Cover (OTMC). Any employee who chooses to work in any of the aforementioned capacities will forfeit the remainder of their MPL.

Upon returning to work, employees will submit either a valid Birth Certificate or U.S. Hague Adoption Certificate/Custody Declaration within 90 business days. Failure to submit the appropriate documentation will result in disciplinary actions as well as the equivalent loss of vacation shifts as MPL shifts used. Should an employee be unable to cover the days with accrued vacation shifts, then the required vacation shifts will be deducted from future vacation accrual.

13.6 **Bereavement Leave (BL)**

The Fire Chief shall have the discretionary power to authorize a bereavement leave for such time as is necessary for the employee to resolve his immediate situation. All BL requests shall be made via notification to the On-Duty BC.

In any event, it shall not extend beyond 30 calendar days following death. In such instances the employee shall not be charged with sick leave or any loss of pay, up to a maximum of 48 hours. If the employee requires additional time, the Fire Chief may grant it, but the time off shall be charged against the employee’s accrued sick leave, or vacation time.

Immediate Family is defined as: spouse, parents, stepparents, spouse’s parents, grandparents, spouse’s grandparents, sister, brother, sister-in-law, brother-in-law, son, daughter, stepchildren, or domestic partner.

13.7 **Annual Military Leave**

The Employer will provide military training leave to employees who are obliged by their participation in State or National military reserve units to attend annual training tours. A District employee is entitled to a paid military leave for up to two (2) weeks each year for the purpose of Active

military training (encampment, naval cruises, special exercises or like activities).

A district employee is not entitled to a paid military leave for weekend drills which conflict with regularly scheduled workdays. Each employee required to report for such military service shall, no later than 30 days prior to the date of departure, notify the immediate supervisor in writing.

Annual military leave will not be charged to an employee vacation leave.

13.8 **Family or Medical Leave**

Woodside Fire Protection District will recognize eligible employees need for leave in accordance with the (Family & Medical Leave Act) and CRFA (California Family Rights Act) to care for an immediate family member or for employee's own serious health condition, which makes the employee unable to perform the functions of their position. Woodside Fire Protection District will comply with all guidelines as set forth in the federal and state policies.

13.9 **Administrative Leave**

All Chief Officers shall be granted up to one hundred and twenty (120) hours of leave time each year. 40 hour a week employee will be front loaded 40 hours of AL and on a semi-annual basis submit a report, to the Fire Chief or designee, supporting activities qualifying for earned AL. Any AL that is taken as time off that has not been earned shall be converted to used vacation time at the end of the year. The intent of AL is to provide paid time off for the Chief Officers for time spent conducting official duties or business, over and above the regular work schedule.

Section 14 Health & Welfare

14.1 Medical Insurance

The Woodside Fire Protection District is a local agency contracting under the Public Employees' Medical and Hospital Care Act.

The Employer's contribution for each employee or annuitant shall be the entire amount necessary to pay an employee's or annuitant Kaiser Family Bay Area premium only, or if the employee or annuitant has a dependent then pays the employee or annuitant and two or more dependent's premiums, whichever is applicable, plus major medical for same.

Effective 1/1/2021, the Employer agrees to pay 100% of Kaiser Family Bay Area, not to exceed \$2150 per month.

Effective 1/1/2022, the Employer agrees to pay 100% of Kaiser Family Bay Area, not to exceed \$2300 per month.

Additionally, the Employer agrees to pay the balance over and above any cap on monthly medical that is agreed to in this MOU, to any employee who successfully retired prior to 1/1/2020.

The Woodside Fire Protection District's contribution shall be periodically adjusted, when necessary, to maintain the cost of any increase/decrease of said plan.

14.2 Dental Insurance

The Employer shall contribute the amount necessary to provide dental care to the employee and their dependants as supplied by Delta Dental of California. Policy in employee benefit package per contract.

14.3 Long-term Disability Insurance

The Employer shall contribute the full amount necessary to provide long-term disability benefits.

14.4 **Deferred Compensation**

The Employer offers participation in deferred compensation programs. These programs are subject to change, and any changes will be submitted to all members in writing.

14.5 **Inoculations**

The Employer will provide tuberculosis screening, pulmonary physicals, and hepatitis B inoculations as outlined in the Injury & Illness Prevention Plan.

14.6 **Vision Plan**

The Employer will provide to all employees, at no cost, a vision plan for the employee and their dependants. The plan will be through V.S.P. (Vision Service Plan).

14.7 **Employee Assistance Plan**

The Employer will provide, at no cost to the employee, a resource to offer a private, direct connection to experienced professionals trained to help find solutions through an Employee Assistance Plan (EAP). The vendor is subject to change, and any changes will be submitted to all members in writing.

14.8 **Domestic Partner Benefits**

The Employer will recognize and grant Domestic Partner benefits, as per CalPERS guidelines.

Section 15 Uniforms

15.1 Uniform Allowance

All classifications represented by the bargaining unit shall be paid an annual uniform allowance of one-thousand dollars (\$1,000). This allowance is reportable compensation for all Pers Classic members. It will be paid between August 1st and August 15th of each calendar year, for that year. Items to be covered under this allowance are:

Uniform pants	Uniform black tie
Uniform shirts	Uniform sweater
Uniform caps	Nametag/Collar Pins/Belt Buckle
Uniform belts	Coveralls
Gym Clothes	Class A Uniform
Approved footwear (must meet ANSI & OSHA Standards)	
Black Ben Davis 100% cotton pants or equivalent.	

See Uniform Policy for further information.

Probationary employees, who after obtaining permanent employment, shall be in possession of a Class A Uniform within six (6) months.

Employees' uniforms are to be inspected annually, in September, under the supervision of the Shift Battalion Chief.

15.2 Union Pins and Emblems

Pins and emblems denoting affiliation with the International Association of Firefighters, Federated Fire Fighters of California, or San Mateo County Fire Fighters Local 2400, may be displayed at the discretion of the member. The Fire Chief may authorize the display of further pins and emblems.

15.3 Grooming Standards

Each member of this department must maintain a high standard of dress and personal appearance to accomplish the objectives of individual safety, neatness, cleanliness, and acceptable public image. It is the responsibility of each member to be properly groomed while on duty.

See Grooming Policy for further information.

Supervisors shall be directly responsible for enforcement of this grooming standard. A supervisor who does not take the necessary actions to correct employee's deficiencies will be subject to administrative actions.

15.4

Jewelry

Employees are not allowed to wear any type of jewelry on their face, head, or ears while on duty.

Section 16 Reimbursement

16.1 Educational Reimbursement

Reimbursement is for course fees including texts and materials, backfill coverage, lodging, meals, and transportation. Travel and housing will need prior arrangements and approval from the Fire Chief, or his designee. See Education Reimbursement Policy for further details.

Reimbursement will be made only on successful completion of courses. If an employee does not receive a certificate for a SFM course they will not be reimbursed for that course.

Employees will be required to pay for courses, then upon successful completion of the course they will be reimbursed.

Conventions and Workshops will need prior approval of the Fire Chief, or his designee, for reimbursement.

Please refer to Education Reimbursement Policy, as each employee will be given a minimum \$2000 allowance to use on a fiscal year basis.

16.2 Reimbursable Courses – Fire/Rescue

The tuition for the following classes are to be paid for solely by WFPD:

Chief Officers

SFM Fire Officer Certification Courses.
SFM Chief Officer Certification Courses.
SFM Fire Marshal Certification Courses.
SFM ICS and Strike Team Leader Courses.
Other SFM Level Two courses with prior approval of the Fire Chief, or his designee.
Special seminars, courses and fire science classes with prior approval of the Fire Chief, or his designee.

Haz Mat

Haz Mat First Responder and annual requirements will be provided by the Employer.

- Those wishing to attend special Haz Mat course or seminars will need prior approval of the Fire Chief, or his designee.

Harassment

Harassment and Discrimination training will be provided by the Employer.

16.3

Reimbursable Courses – EMS

Chief Officers shall be compensated up to twenty-four (24) hours of overtime pay, per calendar year, as reimbursement for attending paramedic continuing education to maintain their EMT/paramedic license, or attend other applicable EMS courses as approved by the EMS BC. CE must be attended off-duty. EMT/Paramedic reimbursement will only be made upon successful completion and proof of attendance in an approved class, on an hour-for-hour basis, based on the hours on the CE certificate.

Section 17 Physical Fitness

The Woodside Fire Protection District physical fitness program/time shall be mandatory for all line personnel. The physical fitness program shall be a one (1) hour minimum program to include: flexibility, strengthening, and cardiovascular, with scheduling left to the discretion of the Battalion Chief; however, whenever possible, it shall be scheduled between 8:00 a.m. and 5:00 p.m.

Section 18 Work on Personal Vehicles

Under our present agreement, employees may work on personal vehicles while on duty, excluding fluid changes. When this policy was enacted certain regulations were outlined and are to be followed for the duration of this MOU. These regulations are listed below:

- The vehicle must be either the personal car of the employee, their spouse or their domestic partner. No exceptions are allowed.
- Work cannot begin before 5:00 p.m. and must be completed no later than 8:00 a.m.
- Personal tools will be allowed. Department tools can be used. Department supplies are not to be used, (for example, oil, parts, welding gas, etc.). Department tools must be authorized by the Company Officer.
- All vehicles must be removed from the premises at the completion of the shift.
- Shift assignments are not to be changed in order to work on vehicles.
- Work shall not be done inside station.

Section 19 Layoff

The Fire Chief, or his designee shall advise employees to be laid off of the action with the reasons therefore in writing. The Fire Chief, or his designee, shall notify employees forty-five (45) calendar days prior to the date such layoff is to occur; except in financial situations outside the control of the District, such notice is not required. With regard to layoff, the least senior employee shall be the first to be laid off, and so on up the seniority list.

Regular employees who have been laid off shall be placed at the top of the appropriate recall list in order of total cumulative time served in regular status. The names shall remain for a period of two (2) years unless the laid off employees are reemployed by the District during this period or the laid off employee declines reemployment when offered. For purposes of recall, the District shall send to the employees last known address notice of recall by certified mail with return receipt. The employees shall have fifteen (15) days from the date of mailing to notify the District of his intentions. Failure to respond within the fifteen- (15) day period shall result in the removal of the employee's name from the recall list and the loss of seniority. It is the responsibility of the employee to advise the District of their current address. This applies to members of the bargaining unit only.

Section 20 Residence Requirements

For the duration of this memorandum, there shall be no residence requirements.

Section 21 Retirement

21.1 PERS Retirement Formula

21.1.1 - Safety Pension Group A: 3% at 50 Safety Retirement

The employer agrees to provide the Public Employees Retirement System 3% @ 50 retirement plan, highest year compensation, 1959 Survivor benefits, and age 50 Actuarial Discounted Retirement Allowances for Safety Members (Section 20952.5) at level 4, for Employees hired before 1-1-2012.

21.1.2 - Safety Pension Group B: 3% at 55 Safety Retirement

Effective January 1st, 2012, The Employer agrees to provide Employees hired after 1-1-2012 with the PERS 3% @ 55 retirement plan.

21.1.3 - Safety Pension Group C: 2.7% at 57” Safety Retirement

The Employer agrees that all Employees hired after 1-1-2013 will be provided the Safety PEPRA (Public Employees’ Pension Reform Act of 2013) 2.7% @57 Retirement plan.

21.2 **Retiree Benefits**

Dental: Same coverage for retiree and spouse as full-time employee.

Vision: Same coverage for retiree and spouse as full-time employee.

Medical: Same coverage for retiree and spouse as full-time employee.

- WFPD agrees to pay the balance over and above any cap on monthly medical that is agreed to in this MOU, to any employee who successfully retired prior to 1/1/2020.

21.3 **PERS Member Contribution**

21.3.1 - All Employees in Pension Groups A and B described above will make the 9% PERS member contributions by payroll deduction.

21.3.2 - All Employees in Pension Group C described above will pay the employee contribution required by PEPRA, subject to all provisions of that law.

21.3.3 - When employees pay their PERS Member Contributions pursuant to sections 21.3.1 and 21.3.2 above, the Employer will provide for member contributions to be made as allowed under provisions of IRS Code Section 414(h)(2)

21.4 **Additional Employee PERS contributions**

In addition to the PERS member contributions as required under section 21.3, all employees in pension groups A and B shall contribute the additional following amounts, towards the Employer share of Pension:

- Effective the first full pay period following January 1, 2021, all employees of pension Groups A and B, in addition to the Member Contribution required, shall pay an additional 1.5% towards the employer share of pension for a total of 1.5%
- Effective the first full pay period following January 1, 2022, all employees of pension Groups A and B, in addition to the

Member Contribution required, shall pay an additional 1.5% towards the employer share of pension for a total of 3%

Section 22 Changes of Interpretations

No change in this agreement or interpretations thereof will be recognized unless agreed to by the Employer and the Union. All other grievances may be finally settled at the department level by the methods set forth in the grievance procedure hereunder.

Section 23 Grievance & Appeal Procedure

23.1

General Description

Definition: A grievance is an actual dispute or complaint by one or more affected employees regarding interpretation of the terms and conditions contained in this agreement or the Woodside Fire Protection District (WFPD) Rules and Regulations as they apply to wages, hours, and conditions of employment.

Time Limit: Grievances not resolved informally must be filed with the Fire Chief within ten (10) days of the incident or occurrence which prompted the grievance.

Formal Presentation: The formal presentation of a grievance shall be written and shall state the circumstances over which the employee(s) is/are aggrieved, the Section(s) of the agreement which have been thought to be violated, and the remedy sought.

Representation: The grievant shall have the right to be represented at all steps of the grievance procedure by a person or organization of his own choosing.

Days: The time limits provided herein refer to calendar days.

Waiver of Time Limits: The time limits provided herein may be waived by the mutual consent of the parties. Such waiver shall be reduced to writing and signed by the parties. The Department shall have no obligation to meet and /or discuss grievances, which have not met the time limits set herein.

23.2 **First Level**

An employee who has a grievance shall first attempt to resolve the grievance (or complaint) through informal discussion with the Fire Chief. If such informal discussion does not result in a satisfactory resolution of the complaint said complaint shall be reduced to writing in accordance with Section 1 above.

A meeting shall be scheduled within ten (10) days following submission of written grievances to the Fire Chief for the purpose of resolving the complaint. At such meeting, the Fire Chief may have as his spokesman the Department's representative, while the employee may have his chosen representative. The parties will endeavor to resolve the issue(s) before them.

After this meeting the Fire Chief shall have ten (10) days in which to formally (in writing) answer the grievance. Any settlement reached after presentation of written grievance shall be reduced to writing and signed by the parties.

23.3 **Second Level**

In case of impasse at Level 1, wherein the Fire Chief acts in opposition to the aggrieved, the grievant may request mediation. If the parties are unable to agree upon an acceptable mediator they shall petition the California State Mediation/Conciliation Service for a mediator.

Any cost incurred through the use of the mediator, which has been agreed to in advance, shall be borne equally by the parties. The mediator shall make no public recommendations nor take any public position concerning the issue(s), but shall work directly with the parties involved.

23.4 **Final Action**

Grievances not resolved within thirty (30) days following Level 1 may be submitted to the WFPD Board of Directors at its first regularly scheduled meeting following impasse at Level 2.

The request for a hearing shall be delivered to the Fire Chief at least fifteen (15) days in advance of the next scheduled Board of Directors meeting (if 15 days notice can not be given due to mediation-conclusion date-provided such process takes no longer than 30 days - the grievant shall provide the 15-day notice before the following Board meeting).

Having complied with the above, the grievant and/or his representative may present his case to the Board for settlement. Having heard all the information pertinent to the grievance from both parties, the Board may render its decision or take the matter under consideration until its next regularly scheduled meeting. Such decision, when rendered, shall be contained in the minutes of the Board's meeting and shall be final and binding on the parties to this agreement.

Grievances not submitted to the Board of Directors, or submitted outside the time limits established herein, shall be resolved in accordance with the Fire Chief's decision at Level 1.

The Board of Directors shall have the right to set any hearing coming before it at such time and location, as the directors may deem appropriate and in the best interest of the Department.

Section 24 Staffing

The Employer shall maintain the fourteen person minimum staffing procedure to include a minimum of one Battalion Chief per shift.

Section 25 Separability of Provisions

In the event that 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 provision of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

It is mutually agreed that the modifications shown above be made applicable on the dates indicated and that these modifications in conjunction with existing and unmodified rules, regulations, resolutions or ordinances relating to wages, hours and other terms of conditions of employment for employees in this Unit shall remain unchanged for the duration of this agreement unless such changes are as a result of mutual agreement.

Section 26 No Strike

The Chief Officers, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support 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) or to perform customary duties; and neither the Union, nor any representatives thereof, shall engage in job action 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 not covered by this MOU.)

Section 27 Equipment

The District shall afford the employees the opportunity for input, in regards to equipment, for the purpose of identifying employee concerns and recommendations.

Section 28 Memorandum of Understanding Printing

The printing and binding of the Memorandum of Understanding shall be shared jointly by the District and Chief Officers.

Section 29 Rules and Regulations

Both sides agree that the WFPD Rules and Regulations require a significant amount of modification and updating in order to remain relevant. Once re-written and agreed upon, the Rules and Regulations can be incorporated into the WFPD Chief Officers MOU, as a side letter.

Section 30 Board of Directors Minutes

Copies of the minutes of each Board Directors Meeting shall be forwarded to the Chief Officers in a timely manner when requested.

Section 31 Duration of Memorandum

The specific modifications in this document shall be made applicable on the dates indicated upon the approval of the Board of Directors; and these modifications relating to wages, hours and conditions of employment shall remain unchanged for the period of January 1st 2020 through December 31st 2022 unless such changes are the result of mutual agreement.

Section 32 Common Mess

The provisions of this section are adopted to assure that all members of fire companies will be available at all times to respond to emergency calls as quickly and efficiently as possible

All employees on each shift at each station may attend a common mess at the station for consumption of meals. Such members may contribute in equal shares for the cost of the meals. The amount of the contribution and the procedures for its collection shall be established at each station by the station captain on each shift. The station captain may delegate the duty of collecting such contribution.

The Fire District shall not be financially liable or responsible for the cost of any meal or the preparation thereof, or for the collection of any funds, or for any other costs undertaken in connection with the provisions of this section

Section 33 Incentive Pay

33.1 WFPD Chief Officer Incentive Pay Program

The following incentive pay program is offered by WFPD to qualified Chief Officers. The incentive pay program is not reportable compensation to PERS at this time. All incentive pay is exclusively calendar year to calendar year.

33.2 Meritorious Achievement Incentive

When an individual's performance is judged to exceed a satisfactory level, a merit increase may be given in addition to the cost-of-living adjustment. Such an increase may be between \$280 to \$1,630 per month. This increase is based on the Fire Chief's evaluation of the degree to which the Chief Officer met his or her annual objectives. In making this determination, the relative merit of a Chief Officer among other Chief Officer's shall be considered. The meritorious achievement scale will be:

	2020	2021	2022
Unsatisfactory	\$0	\$0	\$0
Satisfactory	\$280	\$793	\$955
Exceeds Standards	\$855	\$1,305	\$1,630

Section 34 – Drug and Alcohol Policy

The Employer and the Union mutually agree that a Drug and Alcohol Policy is necessary in order to conduct business. The Employer and the Chief Officers both agree that the current Policy is in need of revision and will meet and confer at a later date, in an effort to finalize any revisions. Upon an agreement from both parties, the Policy shall be added to this MOU as an appendix.


Section 35 - Signatures

Dated: 2/24/2020

Chief Officers


Don Bullard, Fire Marshal


Tom Cuschieri, Battalion Chief


Steven Siliei, EMS Chief



Steven Slaughter, Battalion Chief



Farrell Smith, Battalion Chief


Emil Picchi, Battalion Chief

District Board of Directors


Pat Cain


Randy Holthaus


Matt Miller

22-Aug-19						
WOODSIDE FIRE PROTECTION DISTRICT						
PAY RATES						
JANUARY 1, 2020 TO DECEMBER 31, 2020						
	POSITION	MONTHLY	SEMI-MON	STR TME	OVR TME	HOLIDAY
	Chief	\$23,281.44	\$11,640.72	\$134.32		
	Battalion Chief Senior	\$18,797.36	\$9,398.68	\$77.46	\$116.19	\$939.87
	Battalion Chief 3rd	\$18,338.90	\$9,169.45	\$75.57	\$113.36	\$916.95
	Battalion Chief 2nd Senior	\$18,141.43	\$9,070.72	\$74.76	\$112.14	\$907.07
	Battalion Chief 2nd	\$17,698.96	\$8,849.48	\$72.94	\$109.41	\$884.95
	Battalion Chief 1st Senior	\$17,505.85	\$8,752.93	\$72.14	\$108.21	\$875.29
	Battalion Chief 1st	\$17,078.89	\$8,539.45	\$70.38	\$105.57	\$853.94
	BC Admin / BC EMS / FM Senior	\$18,797.36	\$9,398.68	\$108.45	\$116.19	
	BC Admin / BC EMS / FM 3rd	\$18,338.90	\$9,169.45	\$105.80	\$113.36	
	BC Admin / BC EMS / FM 2nd	\$17,698.96	\$8,849.48	\$102.11	\$109.41	
	BC Admin / BC EMS / FM 1st	\$17,078.89	\$8,539.45	\$98.53	\$105.57	
	Deputy Fire Marshal Senior	\$15,368.19	\$7,684.10	\$88.66	\$132.99	
	Deputy Fire Marshal 5th	\$14,993.32	\$7,496.66	\$86.50	\$129.75	
	Deputy Fire Marshal 4th Senior	\$14,486.30	\$7,243.15	\$83.57	\$125.36	
	Deputy Fire Marshal 3rd Senior	\$13,996.43	\$6,998.22	\$80.75	\$121.13	
	Deputy Fire Marshal 2nd	\$13,523.13	\$6,761.57	\$78.02	\$117.03	
		HOURLY	SHIFT			HOURLY
	Battalion Chief Senior	\$116.19	\$2,788.56	BC Admin / BC EMS / FM Sr.		\$116.19
	Battalion Chief 3rd	\$113.36	\$2,720.64	BC Admin / BC EMS / FM 3rd		\$113.36
	Battalion Chief 2nd Senior	\$112.14	\$2,691.36	BC Admin / BC EMS / FM 2nd		\$109.41
	Battalion Chief 2nd	\$109.41	\$2,625.84	BC Admin / BC EMS / FM 1st		\$105.57
	Battalion Chief 1st Senior	\$108.21	\$2,597.04			
	Battalion Chief 1st	\$105.57	\$2,533.68			
				Meritorius Achievement Incentive		
	POSITION	HOURLY				
	Deputy Fire Marshal Senior	\$132.99			<u>2020</u>	<u>2021</u>
	Deputy Fire Marshal 5th	\$129.75		Minimum	\$0.00	\$0.00
	Deputy Fire Marshal 4th Senior	\$125.36		Maximum	\$855.00	\$1,305.00
	Deputy Fire Marshal 3rd Senior	\$121.13				\$1,630.00
	Deputy Fire Marshal 2nd	\$117.03				
	Deputy Fire Marshal 1st	\$113.17				
	MONTHLY TOTAL	1st	1st*Sr	2nd	2nd*Sr	3rd
	Battalion Chief	\$17,932.83	\$18,381.14	\$18,583.91	\$19,048.50	\$19,255.85
	BC Admin / BC EMS / FM	\$17,078.89	\$17,505.86	\$17,698.96	\$18,141.43	\$18,338.90
	UNIFORM ALLOWANCE \$1,000					

