

MEMORANDUM OF UNDERSTANDING

Between

WOODSIDE FIRE PROTECTION DISTRICT

And

UNREPRESENTED MISCELLANEOUS PERSONNEL

For the period of:

**January 1, 2017 to December 31, 2017
(with possible extension into 2018 and 2019)**

**WOODSIDE FIRE PROTECTION DISTRICT
TABLE OF CONTENTS**

SECTION 1	Recognition.....
SECTION 2	Work Schedule and Access.....
SECTION 3	Compensation.....
SECTION 4	Probationary Period.....
SECTION 5	Grievance Procedure.....
SECTION 6	Administrative Leave.....
SECTION 7	Vacation.....
SECTION 8	Holidays.....
SECTION 9	Sick Leave.....
SECTION 10	Health and Welfare.....
SECTION 11	Retirement.....
SECTION 12	Duration of Memorandum.....

Section 1 Recognition

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

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 Memoranda 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.

“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.

SECTION 1: Recognition:

1.1 The Unrepresented Miscellaneous Employees and/or their designated agent(s) are recognized as the bargaining agent for this Memorandum of Understanding.

Unrepresented Miscellaneous Positions: Finance Manager, HR/Benefits Manager, Public Education Officer and Receptionist and all future Miscellaneous Personnel.

1.2 **Employer Recognition**

A member of the Board of Directors, and/or the Fire Chief is recognized as the bargaining agent for the District.

SECTION 2: Work Schedule and Access

2.2 Access to Work Locations:

The Employee shall be assigned an office or work space that can accommodate the daily functions and reference materials needed to support their job functions. Employees will have use of the District(s) computers, will be assigned an email address and will have reasonable remote access to the District's computer network, ie (VPN).

2.3 Work Schedule:

The regular work week for Employees is forty (40) hours a week. With the approval of the Fire Chief or his designee, 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.

SECTION 3: Compensation:

3.1 Effective January 1st, of each year, the monthly salary range for each employee 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 work week employees. The rates of pay set forth herein represent the standard rate of pay for full-time employment and represent the compensation due employees, except for overtime compensation and other benefits specifically proved for by the Employer, unless specifically indicated otherwise in the schedule. The yearly rate will be calculated using the same percentage rate as other classifications represented in the MOU and as approved by the Board of Directors.

3.2 Payday:

Payday shall be at least twice monthly and will follow the District's schedule.

3.3 Payroll Deductions:

Any deductions approved by the Chief of the Department

3.4 Overtime:

Overtime is authorized time worked outside the regular work schedule, as provided in Section 2.3. Overtime shall be compensated at one and one-half (1 ½) times the regular compensation rate. Overtime shall be computed in 1/4 hour increments.

3.5 **Court Pay:**

Any employee 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. While representing the District, all employees should wear appropriate business attire.

SECTION 4: Probationary Unrepresented Miscellaneous Employee

- 4.1 The probationary period begins upon date of hire. Probationary employees may be dismissed by the Chief of the Department during the one-year probationary period without the right of appeal. Upon the completion of the one-year probationary period the Chief of the Department shall recommend to the Board of Directors of the Woodside Fire Protection District permanent employment or discharge from service.

The Deputy Fire Chief shall submit periodic progress reports to the Chief of the Department stating their personal reaction to the probationary employee's progress.

SECTION 5: Grievance Procedure

5.1 General

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. All unrepresented miscellaneous personnel are subject to the rules and regulations of Woodside Fire Protection District, where applicable.

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

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.

Formal Presentation: The formal presentation of a grievance shall be written and shall state the circumstance over which the employee(s)

is/are aggrieved, the Section(s) of the agreement which have been thought to be violated, the date and time of violation, and the remedy sought.

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.

5.2 First Level

An employee who has a grievance shall first attempt to resolve the grievance (or complaint) through informal discussion with the Chief of the Department. If such informal discussion does not result in 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 Chief of the Department, for the purpose of resolving the complaint. At such meeting, the 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 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.

5.3 Second Level

In case of impasse at Level 1, wherein the Chief of the Department 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.

5.4 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 Chief of the Department at least fifteen (15) days in advance of the next scheduled Board of Directors meeting (if, 15 days-notice cannot be given due to mediation-conclusion, date-provided such process takes no longer than 30 days – the

grievant shall provide 15-day notice before the following Board meeting). Having complied with the above, the grievant 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 Chief of the Department'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 6: Administrative Leave

- 6.1 Miscellaneous employees will be allowed eight (8) hours of administrative leave per year.

SECTION 7: Vacation

- 7.1 Vacation scheduling shall be posted and/or documented per the current procedures of the District. If multiple employees are requesting the same time off, the determination may be made by employee seniority or approved by the Deputy Fire Chief.

7.2 **Vacation Allowance:**

40 Hr Week Employees:

Upon completion of 1-5 years = 136 hours

6 years to 10 years = 176

11 years to 15 years = 216

16 years to 20 years = 248

21 years to 25 years = 280

26+ years = 312

7.3 **Vacation Allowance Upon Separation of Employment:**

In accordance with state law, upon separation of employment with the District, straight time compensation in a lump sum shall be paid for all accrued vacation leave earned.

SECTION 8: Holidays

8.1 The following Holidays are observed for 40-hour work week employees. These Holidays may be taken at their scheduled dates or may be used at a later date, as a floating holiday. Upon separation of employment from the District un-used holidays from previous years will not be paid.

PAID HOLIDAYS +2 Floating Holidays (96 hours)

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

SECTION 9: Sick Leave

9.1 Accrual of sick time shall be at (8) hours per month for 40-hour work week employees. Unused sick leave may be accrued without limit. All other District policies regulating sick leave will apply.

9.2 Notification Requirements

Employee will make entry into Telestaff, if able, when they are sick. Employee will notify the Fire Chief and/or Deputy Fire Chief via email by 7:00 am of duty day.

Employee shall attempt to keep the District informed of their continuing condition and probable date of return to work.

SECTION 10: Health and Welfare

9.1 Woodside Fire Protection District shall provide an employer-paid Short Term Disability insurance policy to all miscellaneous employees that are not currently covered under another District agreement.

9.2 Woodside Fire Protection District shall provide an employer-paid Life Insurance policy in the amount of \$50,000 to all miscellaneous employees that are not currently covered under another District agreement.

SECTION 11: Retirement

10.1 The employer agrees to provide the Public Employees Retirement System 2% @ 55, highest year compensation for first level miscellaneous employees, 2% @ 62, highest year compensation for PEPRA miscellaneous employees, 3% @ 50 highest year compensation for first level safety employees and 1959 Post Retirement Survivor benefits.

Dental: Same coverage for retiree and spouse as full time employee hired before January 1, 2017.

Vision: Same coverage for retiree and spouse as full time employee hired before January 1, 2017.


Employees hired after January 1, 2017, will have a Health Reimbursement Account (HRA) funded by the District to pay for medical expenses incurred during retirement.

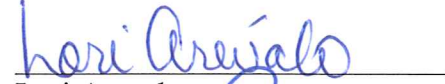
SECTION 12: Duration of Memorandum


The specific modifications shown above 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 1, 2017 through December 31, 2017, with the possibility of extending to 2018 and 2019, unless such changes are the result of a mutual agreement.

Dated:

Unrepresented Miscellaneous Employees

By: 
Kathleen Edwards

By: 
Lori Arevalo

By: 
Selena Brown

By: 
Denise (Dee Dee) Nannini

District Board of Directors

By: 
Matt Miller

By: _____
Pat Cain

By: 
Randy Holthaus