



MEMORANDUM OF UNDERSTANDING

Between

WOODSIDE FIRE PROTECTION DISTRICT

And

**UNREPRESENTED MISCELLANEOUS
And SAFETY PERSONNEL**

For the period of:

January 1, 2023 to December 31, 2025

WOODSIDE FIRE PROTECTION DISTRICT

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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 and Safety 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 upon 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 and Safety Employees and/or their designated agent(s) are recognized as the bargaining agent for this Memorandum of Understanding.

Unrepresented Positions: Finance Manager, HR/Benefits Manager, Public Education Officer, Administration Specialist, Fuel Mitigation Officer, Fire Inspectors and all future Unrepresented 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

2.1 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).

2.2 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 approved 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 40 hour work schedule per week, 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, employees will be compensated for reasonable traveling expenses incurred from your place of residence to court or

tribunal and return to your residence. While representing the District, all employees should wear appropriate business attire.

3.6 Salary Increase:

Increase of 6% starting January 1, 2023

Increase of 5% starting January 1, 2024

Increase of 4% starting January 1, 2025

SECTION 4: Probationary Unrepresented Miscellaneous

- 4.1** Newly hired employees will be subject to a one-year probationary period, which will begin 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.

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: Leaves

- 6.1 **Administrative:** Unrepresented Miscellaneous and Safety employees will be allowed eight (8) hours of administrative leave, per year for personal use.
- 6.2 **Compensation Time:** Any hours outside of Section 6.1 above will be classified as CMP or CTE.
- 6.3 **Bereavement:** In the event of death in an employee's immediate family, the District will grant leave with pay up to five (5) consecutive days to handle family affairs and/or attend the funeral.

For the purpose of this Section, immediate family shall be defined as, Spouse, Registered Domestic Partner, child (including step and foster) mother or father (including step-foster, grand- and -in-law), brother or sister. The amount of time off allowed shall be determined by the Fire Chief depending upon the circumstances of each individual case.

If additional time is necessary, it must be requested by the employee and may be granted subject to the approval of the Fire Chief or designee, whose decision shall be final. If such 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.

6.4 Family Care and Medical Leave

The District employees may be eligible to receive a leave of absence under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). In order to receive FMLA and CFRA leave, employees must be employed with the District for at least one year and must have actually worked at least 1,250 hours in the one year immediately preceding the leave. Eligible employees may receive up to 12 weeks of unpaid leave for the following purposes: (1) to care for their own serious health condition, as determined under the FMLA and the CFRA; (2) to care for the serious health condition of a parent, child, spouse, or registered domestic partner; and (3) to bond with the employee's a new born child; or (4) to bond with a child placed in the employee's home through adoption or foster care. Eligible employees may receive up to 26 weeks of unpaid leave to care for an injured service member, as defined under the FMLA. The District will use a rolling calendar year to determine the amount of leave time available at the time of the employee request. The administration of any FMLA or CFRA leave provided for under this provision shall be in accordance with the provisions of the FMLA and the CFRA. Leave provided under this provision may run concurrently with other leaves provided under this agreement. Additional information regarding available leave benefits is set forth

in the District's Family Care and Medical Leave Policy. Employees may utilize accrued Sick Leave (SL) to ensure financial stability during leave.

6.5 Maternity/Paternity Leave (MPL)

Upon the birth or adoption, of a child less than 1 year of age, employees are to receive 2 weeks (80 hours) of Paid Time Off (PTO) for Maternity/Paternity leave, to be used during the first 2 weeks (80 hours) of the employee's assigned shift 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 2 weeks (80 hours).

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). Any employee who chooses to work in any of the aforementioned capacity 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.

6.6 Pregnancy Disability Leave

The District shall provide eligible employees with leave in accordance with the provisions of the California Pregnancy Disability Leave Law. Eligible employees may receive up to four months of unpaid leave when they are disabled due to pregnancy. During Pregnancy Disability Leave an employee shall be entitled to continue to receive the District's flexible benefits program contribution amount. The administration of any leave under this provision shall be in accordance with the provisions of the Pregnancy Disability Leave Law. Additional information regarding available leave benefits is set forth in the District's Family Care and Medical Leave Policy.

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 Fire Chief.

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

- 7.2 **Vacation Allowance:**

40-HR Week Employees:

Upon completion of 1-5 years = 136 hours (17 days)

6 years to 10 years = 176 hours (22 days)

11 years to 15 years = 216 hours (27 days)

16 years to 20 years = 248 hours (31 days)

21 years to 25 years = 280 hours (35 days)

26+ years = 312 hours (39 days)

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

In accordance with CA 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. If a holiday falls on a Saturday, the holiday will be observed the previous Friday. If a holiday falls on a Sunday, the holiday will be observed on the following Monday.

Upon separation of employment from the District un-used holidays from previous years will not be paid.

PAID HOLIDAYS (12) + 2 Floating Holidays

New Year's Day

Martin Luther King Day

President's Day

Memorial Day

Fourth of July

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day-After Thanksgiving

Christmas Eve

Christmas Day

In addition to the recognized holidays identified above, each employee shall be granted two days of floating holiday hours per year, beginning January 1st. Holiday hours will be equivalent to the employee's yearly work schedule of 2080 hours and will be reflected accordingly in Telestaff. Floating holidays can be taken at any time upon approval during the year and must be used within the year earned. Unused holiday hours will not rollover to the following year. Employees working 40 hours per week will be credited with 112 holiday hours.

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

When an employee will be out sick, said employee will notify the Administrative Staff 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

10.1 **Short-Term Disability & Accidental Death & Dismemberment**

Woodside Fire Protection District shall provide an employer-paid Short-Term Disability and Accidental Death & Dismemberment insurance policy to all unrepresented employees that are not currently covered under another District agreement.

10.2 **Life Insurance**

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

10.3 **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 1/1/2023, the Employer agrees to pay 100% of Kaiser Family Bay Area, not to exceed \$2,450 per month.

Effective 1/1/2024, the Employer agrees to pay 100% of Kaiser Family Bay Area, not to exceed \$2,600 per month.

Effective 1/1/2025, the Employer agrees to pay 100% of Kaiser Family Bay Area, not to exceed \$2,750 per month.

Additionally, the Employer agrees to pay 100% of Kaiser Family Bay Area 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.

10.4 **Dental Plan**

The Employer will provide to all employees, at no cost, a dental plan for the employee and their dependents. Any changes to the dental provider shall require both the Employer and Employee to meet and confer.

10.5 **Vision Plan**

The Employer will provide to all employees, at no cost, a vision plan for the employee and their dependents. Any changes to the vision provider shall require both the Employer and Employee to meet and confer.

10.6 **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 Program (EAP). Any changes to the EAP provider shall require both the Employer and Employee to meet and confer.

10.7 **Domestic Partner Benefits**

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

SECTION 11: Retirement

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

Health: Upon successful retirement of a full-time employee, health insurance coverage for retiree and spouse will continue into retirement, up to the same maximum department contribution for medical premiums as active employees.

Dental: Upon successful retirement of a full-time employee, dental insurance coverage for retiree and spouse will continue into retirement, up to the same maximum department contribution for medical premiums as active employees.

Vision: Upon successful retirement of a full-time employee, vision insurance coverage for retiree and spouse will continue into retirement, up to the same maximum department contribution for medical premiums as active employees.

SECTION: 12 Incentive Pay

The following incentive pay programs are offered by WFPD to qualified personnel. These incentive pay programs are not reportable compensation to PERS at this time. Members eligible for any of the outlined incentives must submit proof of their completion to the Fire Chief or his/her designee by the 1st of the month for processing in that month. Failure to do so will delay compensation until the following month.

12.1 Educational Incentive

Members will qualify based on their single highest level of college education. Multiple college degrees will not result in multiple education incentive compensations.

Possession of an Associate's or Bachelor's degree will be compensated on a monthly basis: (Rates listed below):

- Associate's degree - \$300.00
- Bachelor's degree or higher - \$600.00

12.2 Certification Incentive

Qualification is limited to any one (1) CSFM Certification track. The incentive will not apply to multiple CSFM Certification tracks.

Maximum incentive of \$375/mo for those who qualify for Level I & Level II CSFM Certifications, and maximum incentive of \$250/mo for those who possess only Level I CSFM Certifications.

12.2.1 Level I CSFM Certifications:

- Emergency Vehicle Technician I
- HazMat Technician
- Instructor I
- Company Officer (2014)
- Fire Apparatus Driver/Operator Pump (2015)
- Fire Inspector I
- Fire Investigator (2017)

Possession of all certifications, or its CSFM / FSTEP recognized equivalencies, listed above will be compensated on a monthly basis to a maximum of \$250/mo.

12.2.2 Level II CSFM Certifications:

- Emergency Vehicle Technician II
- HazMat Specialist
- Instructor II
- Chief Fire Officer (2014)
- Fire Inspector II

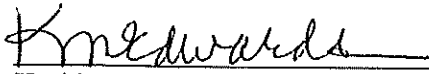
Possession of all certifications, or its CSFM / FSTEP recognized equivalencies, listed above will be compensated on a monthly basis to a maximum of \$375/mo.

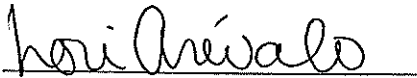
SECTION 12: Duration of Memorandum


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, 2023, through December 31, 2025, unless such changes are the result of a mutual agreement.

Dated: 11/29/2022


Unrepresented Miscellaneous Employees

By: 
Kathleen Edwards

By: 
Lori Arévalo

By: 
Selena Brown

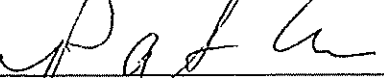
By: 
Denise (Dee Dee) Nannini

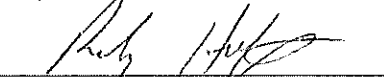
By: 
Daniel Dempsey

By: 
Michael Tamez

District Board of Directors

By: 
Matt Miller

By: 
Pat Cain

By: 
Randy Holthaus

