

# **Memorandum of Understanding**

Between

**San Mateo Consolidated Fire  
Department**

And

**AFSCME Local 829**

**July 1, 2024 Through June 30, 2027**

**Memorandum of Understanding  
Between  
San Mateo Consolidated Fire Department  
And  
AFSCME Local 829**

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**Memorandum of Understanding  
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And  
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**PREAMBLE**

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

**Article I. Recognition**

Pursuant to the Employer-Employee Relations Administrative Directive, adopted by the Department Board of Directors on December 9, 2020, the Union is recognized as the exclusive representative for the purpose of meeting and conferring on matters within the scope of representation for individuals employed by the Department in those classifications within the General and Management Units. Those classifications included in the bargaining unit are listed in Appendix A of this MOU.

**Article II. Union Rights**

**A. Communication with Employees**

Any designated representative of the Union shall make arrangements with the Human Resources Manager or designee when there is a need to contact Department employees in person during the duty period of the employees. Reasonable routine contact may be made during such duty period by phone, e-mail or internal mail distribution; however, solicitation for membership or other internal employee organization business shall be conducted only during the off-duty hours of all employees concerned, unless otherwise approved. Internal employee organization business includes political, union election and social matters. The Union’s use of the Department’s phone, e-mail and internal mail systems is subject to compliance with Department policies. The Department shall not interfere with or censor Union communications that comply with Department policies.

**B. Bulletin Boards**

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

### **C. Use of Department Buildings**

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

### **D. Advance Notice**

Except in cases of emergency as provided below in this subsection, the Union, if affected, shall be given reasonable advance written notice of any ordinance, resolution, policy or regulation directly relating to matters within the scope of representation proposed to be adopted by the Department and shall be given the opportunity to meet with the appropriate Department representatives prior to adoption.

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

### **E. Information Provided**

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

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

### **F. New Employee Orientation**

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

## **G. Dues Deduction**

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

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

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

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

Notification will be provided to Human Resources. Change, cancellation or deduction requests received by the Department will be processed in the next full pay period.

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

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

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

## **Article III. Union Stewards and Negotiators**

### **A. Stewards**

A Steward serves as the Union representative at the workplace level, assisting unit members in interpreting and enforcing the MOU and Department policies & procedures, providing representation in disciplinary matters, investigating and handling grievances, and attending meetings or hearings where matters within the scope of representation are considered during the term of the MOU.

The Union may designate one (1) Steward and one (1) alternate for each bargaining unit. A Steward may be released from assigned work duties by their supervisor to perform the Steward duties outlined in this section.

### **B. Negotiators**

Department employees who are official representatives of the Union for the purpose of meeting and conferring on a successor MOU shall be released from assigned work duties with pay for such purposes.

### **C. Notification of Stewards and Negotiators**

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

## **Article IV. Probationary Period**

The probationary period for new employees shall be for a period of not less than twelve (12) months of actual service. The length of the promotional probationary period shall be for a period of not less than six (6) months of actual service. If a promotional probationary employee is rejected at any time, the employee will maintain the ability to return to their previous job if the position is still vacant, as provided in the Department Personnel Rules and Regulations.

## **Article V. Personnel Files**

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

In accordance with the process and procedure contained in the Personnel Rules and Regulations an employee (or employee's representative on the presentation of written authorization signed by the employee) may, by appointment, review and have a right to receive a copy of their individual personnel files maintained by the Fire Department



Administration. Any review must be done under supervision of Human Resources staff. Written reprimands and warnings shall be maintained in such files only in the event a copy of the document has been submitted to the employee. An employee shall receive a copy of any written reprimand or warning prior to its being placed in the employee's personnel file. The Department shall provide an opportunity for the employee to respond in writing to any information about which the employee disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of their permanent personnel record. Employees will be provided a copy of any disciplinary document prior to it being placed in their personnel file. Letters of reprimand/warning may be removed from an employee's official personnel file, and any other file used by the employer for any personnel purpose, after one (1) year upon the written request of the employee and approval by the Fire Chief.

## **Article VI. Transfer and Voluntary Demotion**

Provisions regarding transfer and voluntary demotion are found in the Department Personnel Rules.

## **Article VII. Seniority**

Seniority is based on hire/anniversary date as defined in the Department Personnel Rules. Seniority will be a factor in determining promotions and vacations.

Employees who separate from employment due to a catastrophic leave illness, in accordance with the Catastrophic Leave Policy, and after having exhausted their leave provisions in accordance with Federal and State law, who are subsequently rehired by the Department in the same or equivalent position within 12 months of separation from employment, will have their previous seniority reinstated to the time which they stopped accruing seniority.

## **Article VIII. Salary**

Effective the first full pay period following union ratification and Fire Board adoption an increase of four percent (4%) for all represented classifications.

Effective the first full pay period following union ratification and Fire Board adoption equity increases as follows:

### **General Unit Classifications**

Administrative Assistant – 5%

Administrative Technician – 4%

Emergency Services Specialist – Retitle to Emergency Services Analyst I/II and benchmark salary to Management Analyst I/II

Management Analyst I – 3%

Systems Analyst – 2.5%

**Management Unit Classifications**

- Emergency Medical Services Manager – 5%
- Emergency Services Manager – 5%
- Fleet & Facilities Manager – 3%
- Management Analyst II – 3%
- Systems Analyst II – 2.5%

Effective the first full pay period after July 1, 2025 an increase of three percent (3%) for all represented classifications. Effective the first full pay period after July 1, 2025 equity increases as follows:

**General Unit Classifications**

- Management Analyst I – 2%

**Management Unit Classifications**

- Emergency Medical Services Manager – 5%
- Emergency Services Manager – 2%
- Management Analyst II – 2%

Effective the first full pay period after July 1, 2026 an increase of three percent (3%) for all represented classifications.

**A. Annual Certification Incentive**

The annual certification incentive is available to employees in the Fleet & Facilities Manager and Fleet Mechanic I/II classifications that possess one or more of the following:

1. ASE Certified Master Medium-Heavy Truck Technician
2. California Emergency Vehicle Technician Certification EVT-1, -2 or 3.

The certification incentive payment shall be one hundred twenty-five dollars (\$125) per month, paid biweekly.

Eligible employees will be entitled to certification incentive pay starting the first pay period following the date of submittal of certification to the Human Resources Department.

**B. Salary Upon Initial Appointment**

Initial pay for an employee in the Department service shall be at the first step of the salary range in effect for the class to which appointed, except that the Fire Chief may authorize appointment at a higher step within the salary range of the class when they determine that interests of the Department will best be served.

**C. Advancement Through the Salary Plan**

Advancement within a salary range is based on performance and requires the approval of the Fire Chief. Advancement through the steps of a salary range are not automatic. Employees are eligible to be considered for a salary range advancement after twelve (12) months following initial appointment/promotion to a classification and a determination of satisfactory service. Thereafter, an employee with satisfactory service may advance one step within the salary range every twelve (12) months. Employees who receive an overall performance rating of less than satisfactory, are

placed on an improvement plan, or who receive disciplinary action (a written reprimand or more) are not eligible for consideration for a salary increase until they have served at least twelve (12) months of satisfactory performance or without further disciplinary incidents. Based upon meritorious service, the Fire Chief may provide an employee with a salary range advancement of greater than one (1) salary step.

#### **D. Salary Upon Promotion, Transfer or Demotion**

##### **1. Salary Upon Promotion**

An employee who is promoted from a position in one class to a position in a higher class, shall have employee's salary adjusted to the first step on the salary range for the higher class that is at least five percent (5%) greater than the employee's salary before promotion, except that under no circumstance shall the employee receive a salary that is greater than the maximum salary established for the class to which promoted.

##### **2. Salary Upon Transfer**

An employee who transfers to another position in the same classification or to another classification with the same pay range shall retain the same rate of base pay. A merit increase shall not be applicable at the successful completion of any probation or evaluation period required as a result of a transfer.

##### **3. Salary Upon Demotion**

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

#### **E. Professional Development**

Employees are eligible for reimbursement of educational courses and training through the Tuition Reimbursement Policy. Additionally, employees who complete the following educational milestones shall receive incentive pay as follows:

- One hundred fifty dollars (\$150) per month, paid biweekly, for an Associate Degree or sixty (60) college level units.
- Two hundred dollars (\$200) per month, paid biweekly, for a Bachelor's Degree or one hundred twenty (120) college level units.

Upon qualification an employee shall be entitled to educational incentive pay from the first full pay period of the month following the date of submittal and acceptance.

Evidence of satisfactory completion of qualifications for any step incentive as outlined in this section, shall be submitted to the Human Resources Department and must consist of a grade "C" or better (if taken for a letter grade), or a "pass" (if taken for pass/fail).

The maximum amount of educational incentive payment to be provided shall be two hundred dollars (\$200) per month, paid biweekly.

## **Article IX. Hours of Work**

The work week shall be forty (40) hours within seven (7) consecutive days. Employees shall be scheduled to work on regular work shifts, with regular starting and quitting times. The standard work week consists of eight (8) hour days five (5) days per week Monday through Friday. Alternatively, and at the discretion of the Fire Chief, eligible employees may work a 4/10 or 9/80 schedule. Under a 4/10 schedule, employees will work four (4) ten (10) hour days per week. Under a 9/80 schedule, employees will work nine (9) hour days four (4) days per week, plus one eight (8) hour day once every two weeks. The work week under the 9/80 schedule is defined as forty (40) hours per week and will begin four (4) hours after the start time of each employee's eight (8) hour day. Employees may request alternative schedules at any time, subject to approval of the Fire Chief or designee.

### **A. Remote Work**

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

## **Article X. Light Duty Assignments**

### **A. Light Duty Assignments**

An employee, who is on industrial disability leave or on non-industrial injury or illness leave and not able to perform the full responsibilities of their regular classification, but who is able to perform all or part of the responsibilities in an alternative assignment in the Department, shall be so assigned if the Fire Chief determines that an assignment is available, and the employee is able to perform the assignment. The Department may require a physicians note to implement this provision.

### **B. Limited Duty Schedule**

In the interest of flexibility to accommodate both the desires of the employer and the employee, the parties agree to work out a schedule agreeable to both parties. The parties agree that when there is a limited duty assignment they shall attempt to come to a mutual agreement on the type of schedule to be worked; whether it is to be 5/8's, 4/10's or any other schedule that meets the needs of both parties.

## **Article XI. Overtime (General Unit Only)**

### **A. Overtime and Compensatory Leave**

Under State law, Title I, Section 3100 of the California Government Code, all government employees are declared Disaster Service Workers and subject to such disaster service activities as may be assigned to them by their superiors or by law. An employee who is required to work in excess of employee's regular working

hours during any one work day or who is required to attend a meeting not held during regular working hours (e.g., Fire Board meeting), shall be compensated by overtime pay at the rate of one and one-half times the employee's straight rate of pay or by compensatory time off at the rate of one and one-half times the hours worked.

All work in excess of regular working hours shall be subject to prior approval of the Fire Chief or designee.

### **B. Compensatory Leave Accrual**

No employee shall be allowed to accumulate more than 120 hours of compensatory leave (80 straight hours worked).

### **C. Callback Pay**

An employee recalled to work outside of and not continuous with an employee's regularly scheduled hours of work shall be paid a minimum of three hours at the rate of one and one-half times the employee's regular straight-time rate of pay. An employee shall not receive additional three-hour payments for multiple callbacks that occur within one three-hour period. Pay shall include hours worked only and shall exclude any travel time.

## **Article XII. Work Out of Classification Pay**

- A. Differential Pay for Working Out of Class: If an employee performs a significant portion but not all of the duties of a higher paid classification for a minimum of one (1) shift, the employee may, upon the Fire Chief's approval, qualify for a differential in pay to be determined by duties assigned for this work out of class.
- B. Acting Pay: In the event the Fire Chief determines that it is necessary to assign an employee to perform all of the duties of an upgraded position or a higher paid classification, the employee shall receive the rate of pay of the higher classification. If an acting assignment is in a different bargaining unit, the employee will retain the benefits of their actual position.

Such rate of pay shall be that rate the employee is entitled to in the event of a promotion, except that if circumstances warrant, the Fire Chief may authorize a higher step in the established salary range of the higher paid classification. In the event that a non-exempt employee is assigned to an acting assignment of an exempt classification for more than two pay periods, the employee will receive the exempt classification's salary with no provision of overtime pay at time and one-half.

Acting assignments shall be no longer than six (6) months in duration, unless an extension is approved by the Fire Chief, and no less than one (1) full pay period. Employees working in an acting assignment for less than one (1) full pay period shall receive a differential pay for working out of their existing classification as defined in A. Differential Pay for Working Out of Class of this Article.

In the event an employee occupies a position in a higher merit system classification for a period of thirty or more calendar days, there will be a presumption that such employee is performing all of the duties of the higher classification.

C. Acting Pay- Temporary Upgrade Pay (TUP): When an employee is acting or working out of classification due to incumbent’s approved leave of absence, said employee shall receive Temporary Upgrade Pay (TUP). TUP, as defined by California Code of Regulation 571 (a)(3), is compensation to employees who are required by their employer or governing board or body to work in a higher upgraded position/classification of limited duration.

TUP shall be reported to CalPERS as special compensation for classic members.

D. Acting Pay – Working Out of Class (WOC): Working out of class appointments shall only be made for vacant positions during active recruitment. Gov. Code Section 20480 of the Public Employees’ Retirement Law (PERL) defined an “out-of-class appointment” to mean an appointment to an upgraded position or higher classification by an employer or governing board or body in a vacant position for a limited duration. For purposes of this section, a “vacant position” refers to a position that is vacant during active recruitment for a permanent appointment. A vacant position does not refer to a position that is temporarily available due to another employee’s leave of absence (see “Temporary Upgrade Pay” above).

WOC Acting Pay is reportable to CalPERS as compensation for both classic and PEPRA members.

### **Article XIII. Holidays**

**A. The following holidays are observed by the Department:**

New Year's Day	January 1
Martin Luther King, Jr. Day	January 15 or its legal substitute (third Monday in January)
President’s Day	February 22 or its legal substitute (third Monday in February)
Memorial Day	May 31 or its legal substitute (last Monday in May)
Juneteenth	June 19
Independence Day	July 4
Labor Day	first Monday in September
Veteran's Day	November 11
Thanksgiving Day	fourth Thursday in November
Day after Thanksgiving	fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year’s Eve	December 31

When any day recognized as a holiday falls on a Sunday, the holiday shall be observed on the following Monday. When any day recognized as a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday.

With regard to the holidays on Christmas Eve (December 24) and New Years' Eve (December 31) should either date fall on a Saturday or Sunday, the preceding Friday shall be observed. In the case where Christmas Day and/or New Years' Day are observed on Friday, the corresponding Eve holiday shall be observed on Thursday.

**B. Observance**

If a holiday falls on a full-time employee's regularly scheduled day off, holiday time of eight (8) hours shall be granted, regardless of the employee's regularly scheduled hours for that day. Depending on their work schedule, an employee may need to utilize hours of discretionary leave to make up the difference between eight (8) hours or, with prior supervisory approval, have the ability to make up the hours in the same work week and at their regularly scheduled hours for that day. Holiday pay for part-time employees will be prorated based upon their equivalency to full-time employment (for example an employee regularly scheduled to work 20 hours per week).

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

In order to receive holiday pay, an employee must be in paid status on the last scheduled workday immediately preceding and immediately following the date on which the holiday is observed. An employee who separates or commences an unpaid leave of absence on the last scheduled workday preceding a holiday will not receive holiday pay.

**C. Floating Holidays**

In addition to the above listed holidays, after completing one (1) year of continuous merit full time service, employees shall earn one (1) Floating Holiday (eight (8) hours) each calendar year. Floating holiday hours shall be included in the holiday hour accruals provided for in section "D. Work on a Holiday" of this Article for use and pay out.

**D. Work On a Holiday**

Employees required to work on an observed holiday shall receive pay at one and one-half times their regular rate of pay. In addition, the employee will have holiday hours banked for every hour worked, up to a maximum of eight (8) hours. Employees shall request and use holiday accruals in the same manner as vacation. Any remaining holiday hour accruals shall be paid out on the last pay period of each calendar year.

**Article XIV. Vacation**

**A. Vacation Accrual**

Employees shall accrue vacation in accordance with the following schedule:

<b>Years of Service</b>	<b>Hours per Pay Period</b>	<b>Maximum Hours</b>	<b>Days per Year</b>
0 through 3	3.39	176	11 working days
4th through 9th	4.93	256	16 working days

10th through 15	6.47	336	21 working days
16 through 25	7.08	368	23 working days
26+	7.70	400	25 days

Employees shall accrue vacation leave only as it is earned. Employees may use accrued vacation in no less than one half hour (1/2 hour) increments, subject to the Fire Chief or designee approval.

**B. Vacation Accumulation**

Employees shall not accumulate more than the equivalent of two annual vacation accruals. An employee who accumulates vacation in excess of two annual vacation accruals shall not accrue additional hours until the balance is below maximum amount pursuant to this section.

Vacation use may be deferred by the written approval of the Fire Chief or designee when in the best interests of Department and the employee. Requests for deferring vacation use must be presented to the Fire Chief or designee 60 days before the maximum accrual is reached.

It is the responsibility of employees to review the vacation accrual balance printed on each paycheck stub to ensure that the employee uses vacation within two accrual years unless deferment is requested and obtained from the Fire Chief or designee as provided herein.

Employees may cash out up to a maximum of eighty (80) hours of accrued vacation leave per calendar year. Employees may designate to cash out up to forty (40) hours in June and up to forty (40) hours in November. An employee is eligible for this cash out option only if the employee has used at least forty-eight (48) hours of vacation leave in the previous twelve (12) month period prior to making the request. Vacation cash out requests must be submitted to the Fire Chief or designee no later than December 31 of the year prior to the year in which the cash out of vacation is made. Payroll records will be used to determine whether or not an employee has taken the required forty-eight (48) hours of vacation leave.

**C. Vacation Allowance for Separated Employees**

When an employee is separated from the Department their remaining vacation allowance shall be added to their final compensation.

**D. Management Unit Only**

The Fire Chief or designee may grant a new Management Employee a starting accrual rate of 16 days up to 4 years of service at which time normal accrual shall begin. This does not apply to promotional employees.



## **Article XV. Sick Leave**

### **A. Sick Leave Accrual & Use**

Employees shall accrue sick leave at a rate of 3.7 hours per pay period for each pay period that the employee is in paid status. There shall be no maximum accumulation of sick leave. Sick leave shall be allowed and used only in cases when the employee is too sick or disabled to safely and effectively perform their duties, for medical or dental treatment, or as authorized for family illness and injury as outlined in Section 18.2, and as an income supplement to workers' compensation benefits. In order to receive sick leave compensation while absent, an eligible employee who is unable to report to work due to illness or injury shall notify their supervisor, either in person or by voice mail, text message or e-mail, prior to or within one (1) hour after the time set for reporting to work.

Family sick leave may be taken and if taken, shall be charged to sick leave or, with the concurrence of the Fire Chief or designee, to vacation or executive leave where the presence of the employee elsewhere is essential because of illness, or disability of immediate members of their family. Immediate family member means parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandparent or grandchild. No more than half of the employee's annual accrual may be granted for family sick leave in any one calendar year. Any additional absences due to family illness or for other family members shall be charged to discretionary leave balances (e.g., vacation, executive leave, etc.).

Employees may be entitled to request additional leave pursuant to Federal and State Family Leave laws.

Sick leave may be used in increments of thirty (30) minutes.

### **B. Protected Sick Leave**

Protected sick leave may be taken and if taken, shall be charged to sick leave or, with the concurrence of the Fire Chief or designee, to vacation or discretionary leave for the following reasons:

- The diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee.
- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's family member, as defined in California Labor Code 245(c).
- An employee who is a victim of domestic violence, sexual assault or stalking.

No more than six (6) days of such protected sick leave shall be granted in any one calendar year. However, if extenuating circumstances exist, at the discretion of the Fire Chief or designee, the employee may be granted a reasonable extension of the six (6) day limit. Any additional leave so granted shall be charged against the employee's accumulated sick leave.

### **C. Sick Leave Usage Review**

The patterns of use, frequency of occurrence, total hours used, and hours available compared to hours accrued for each employee will be periodically and routinely reviewed by management. Department standards will be communicated and applied to evaluate the individual use of this benefit. An improvement plan may be developed and implemented with approval of the Fire Chief or designee, considering factors such as the employee's circumstances, the operational impact of the unscheduled absences and the obligation to provide consistency within the department.

### **D. Catastrophic Leave Donation**

Employees may be eligible to receive leave donations in accordance with the Department's Catastrophic Leave Policy (Appendix B).

The Department contracts with PERS for sick leave conversion to service credit upon retirement.

### **E. Sick Leave Reinstatement**

The Department will not pay employees for unused sick leave upon termination of employment. Employees who are rehired by the Department within one year from the date of separation will have any previously unused and accrued sick leave hours reinstated.

## **Article XVI. Other Leaves**

### **A. Leaves of Absences**

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

An employee who is on paid leave shall continue to earn sick and vacation leave credit. An employee who is on leave without pay shall not accrue sick or vacation leave credit.

### **B. Executive Leave (Management Unit Only)**

Employees shall be credited with executive leave on a pay period basis (the accrual rate shall be 3.7 hours per pay period). An employee shall not accumulate more than eighty (80) hours of Executive Leave.

Employees may cash out up to a maximum of forty (40) hours of accrued, but unused executive leave per calendar year. In order for an employee to receive pay in lieu of time off an employee must submit their request for pay by December 31, of the year prior to the year in which the compensation will be received. Employees can receive compensation for up to twenty (20) hours of Executive leave in the first full pay period in June and up to twenty (20) hours of Executive leave in the first full pay period in November.

Executive leave shall be taken at the discretion of the employee contingent upon approval by the Fire Chief or designee.

### **C. Recognition Leave (Management Unit Only)**

#### **1. Performance Component**

Employees are eligible to receive a maximum of five (5) days of paid leave per fiscal year in recognition of exemplary performance.

Leave may be granted in any increment between one (1) day and five (5) days to individuals or to work teams for such reasons as a single outstanding achievement, consistently above standard job performance, or other extraordinary efforts on behalf of the Department and approved by the Fire Chief.

This leave must be taken as paid time off in the fiscal year in which it is granted. This leave has no cash value and is not compensable upon termination of employment with the Department.

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

Department 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 Department 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; or "designated person" as applied to an defined by the CFRA; and (3) to bond with the employee's a newborn 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 Department 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 Department Personnel Rules and Regulations.

## **E. Pregnancy Disability Leave**

The Department 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 Department'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 Department's Pregnancy, Maternity and Postnatal Care Policy.

## **F. Industrial Disability Leave**

The Department will provide full pay for the initial sixty (60) workdays to employees who suffer industrial disabilities and are on authorized disability leave. During this period, the employee will accrue benefits, and the Department will continue to contribute to benefits as usual. The employee shall pay their usual portion of the benefits. Workers' Compensation benefits will be integrated, and checks endorsed to the Department by the Employee. No use of sick leave will be required during the first sixty (60) workdays.

After the first sixty (60) workdays of Industrial Disability Leave, until the employee is determined to be able to return to work or permanent and stationary and unable to return to work, the employee may integrate Workers' Compensation benefits with unused sick leave to assure no loss of compensation. The continuing eligibility for employee benefits will be determined in accordance with insurance contracts, State and Federal law and Department policy after the first sixty (60) workdays.

## **G. Leave Without Pay**

An employee who needs a leave of absence from work without pay shall file a written request with the Personnel Division, stating the title of the employee's position, the beginning and ending dates of the requested leave and a full statement for such a request. A request for personal leave shall be made on forms prescribed from the Department. The request shall normally be initiated by the employee but may be initiated by the employee's Chief Officer or Manager.

A personal leave may be granted for the following reasons:

1. Illness or non-job related disability including pregnancy, beyond or in lieu of that covered by sick or other available leave;
2. Education or training which will benefit the Department; or
3. Other personal reasons provided the needs of the Department are considered.
4. Union Work

Upon written request of an employee setting forth the reasons for the request, and upon the recommendation of the Personnel Division, the Fire Chief may grant an employee holding a regular position appointment a leave of absence for a period not to exceed six (6) months. Absences of more than six (6) months require the approval of the Board.

An authorized leave of absence without pay shall not be construed as a break in service. Rights accrued at the time leave is granted shall be retained by the employee. However, seniority, vacation leave, sick leave, holidays, increases in salary, or other Department paid benefits will not be provided during the period of leave.

Unless otherwise required by law, the Department will not maintain contribution toward group insurance programs or retirement benefits for any employee on an unpaid leave of absence. Instead, the employee will be permitted to continue coverage as allowed under law.

An employee returning from personal leave may be required to provide medical documentation indicating the employee's fitness to return. Failure to provide requested medical documentation may delay an employee's return to work. If an employee requests to return to work prior to the scheduled end of their leave, the employee must first request approval from the Personnel Division at least three (3) days prior to the date of returning to work. The Personnel Division may request substantiating evidence (e.g., medical examination or doctor's written release).

Upon expiration of a regularly approved leave, the employee shall be reinstated to the same or similar position held at the time leave was granted or to an equivalent position, except that an employee on leave shall have no greater right to return to a position than if the employee had not been on leave. Failure on the part of an employee on leave to report to work promptly at the expiration of leave may be deemed to be a voluntary resignation.

#### **H. Filling of Vacancy Related to Leave**

When a regular position is vacant due to an official leave of absence, the position may be filled for the length of that leave, and any extension thereof. Provision regarding temporary employees are found in the Department Personnel Rules and Regulations.

#### **I. Military Leave**

Military leave shall be granted in accordance with State and Federal law. All employees entitled to military leave shall give the appointing authority an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

#### **J. Bereavement Leave**

Regular and probationary employees shall be entitled to up to five (5) working days of time off for Bereavement leave for each occurrence of death of an immediate family member. Up to three (3) working days shall be paid by the Department. If requested, up to two (2) additional working days shall be unpaid or, at the option of the employee, paid from the employee's accrued leave banks (sick, vacation, holiday and compensatory). Requests for any additional time must be approved by the Fire Chief or their designee. Immediate family shall mean spouse, state-registered domestic partner, child, foster child who resided with the employee at the time of their death, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's

grandmother, spouse's grandfather, son-in-law, daughter-in-law, or grandchildren. Other relatives and significant persons may be included with the approval of the Fire Chief.

Bereavement leave does not need to be taken consecutively and must be completed within three (3) months of the day of death of the family member. This leave shall not be accumulated and is in addition to sick leave and vacation benefits.

Employees may be entitled to additional leave upon request, pursuant to Federal and State Family Leave laws.

## **K. Court Appearances and Jury Duty**

### **1. Jury Duty**

An employee who is summoned to serve on a jury must notify employee's Chief Officer or Manager as soon as possible after receiving notice of both possible and actual jury service. A leave of absence with pay will be granted to all regular employees for the period of any actual service, including any time during which the employee must be away from work to be present in court as a result of such summons. Other employees will receive an unpaid leave of absence. While on jury duty, any payment except travel pay, meals and lodging received by the employee as a juror shall be remitted to the Department. Time spent on jury duty is not work time for purposes of calculating overtime compensation.

### **2. Subpoena**

An employee who is subpoenaed to appear in court will be given leave to appear in response to the subpoena. If the subpoena is for the employee to appear in a matter regarding an event or transaction which they witnessed or investigated in the course of performing their official Department job duties, the leave will be without loss of compensation and the time spent responding to the subpoena shall be considered work time. Any payment except travel pay, meals and lodging received by the employee for such service shall be remitted to the Department.

If the subpoena is for the employee to appear in a matter regarding an event or transaction that does not involve the employee's performance of official Department job duties, the leave will be unpaid and shall not be considered work time.

Pursuant to California Labor Code 230, victims or survivors of domestic violence will be granted leave to testify in court or comply with a subpoena or other court order. At the employee's option leave may be unpaid or paid from the employee's accrual leave banks (sick, vacation, holiday and compensatory).

## **L. Exception for Employee-Initiated or Non-Department Related Matters**

An employee who is a named party or a witness in an action unrelated to the Department and its activities, who is a named party in an action against the Department, or who is serving as a paid expert witness is not eligible to receive compensation for time spent related to those proceedings. In such cases, an employee may request to receive time off without pay or may use accrued vacation or compensatory time off for time related to



those proceedings. The time spent in employee-initiated or non-Department related matters is not considered work time.

**M. Time Off to Vote**

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

**N. School Related Leave**

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

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

**O. Educational Release Time**

Employees shall be permitted to take job-related educational classes during on-duty hours within reasonable limits with approval of the Fire Chief or designee.

**Article XVII. Benefits**

**A. Flexible Benefits Plan**

The Department shall contribute up to the amounts listed below (inclusive of the \$160 maximum Department contribution or CalPERS PEMHCA Minimum Employer Contribution, whichever is greater) towards group medical insurance or No Plan:

	<b>Effective January 2024</b>
<b>No Plan</b>	\$160
<b>Employee Only</b>	\$1,021.41
<b>Employee +1</b>	\$2,042.82
<b>Family</b>	\$2,655.67

Each January during the term of this Agreement, the Department's contribution to the Plan will be adjusted to 100% of the Kaiser Region One health plan Single rate, 100% of the Kaiser Region One health plan Two-Party rate, and 100% of the Kaiser Region One health plan Family rate offered under the PEMHCA contract. The Department's contribution toward No Plan will be deposited into employee's 457 Deferred Compensation Plan account.

Minimum contribution to be set at \$160 per month or the CalPERS MEC (Minimum Employer Contribution), whichever is greater. (This establishes minimum retiree medical contribution at \$160 per month.)

If an employee selects a plan whose monthly premium exceeds the amounts listed above, the employee will be responsible for payment of the monthly premium that exceeds the amounts listed above through payroll deduction.

## **B. No Plan Eligibility**

If an employee is eligible for alternative group medical insurance through a spouse or domestic partner's employer-sponsored medical plan, or through a parent's insurance, the employee may waive the Department's medical insurance coverage and select such alternate plan. Proof of such alternate coverage is required prior to waiving coverage through the Department's plan. The Department's No Plan contribution shall be made to the employee's deferred compensation account.

Employees who opt out of health plan coverage through the Department must annually provide proof of insurance through a spouse, parent or state-registered domestic partner in order to be eligible for the "no plan" contribution amount above.

Family members include state-registered domestic partners, and their dependents as recognized by the State of California.

The Department's contribution for part-time merit employees working less than forty hours per week shall be prorated. The Department's payment for No Plan will be similarly prorated for part-time merit employees working less than forty hours per week.

## **C. Dental Insurance**

The Department will provide employees in the bargaining unit dental coverage for themselves and eligible dependents.

## **D. Vision Insurance**

Vision Insurance: The Department shall provide vision insurance for the eligible employee and covered dependents.

## **E. Life Insurance**

The Department shall pay the full premium amount necessary to provide \$50,000 term life insurance policy plus the same amount of Accidental Death and Dismemberment (AD&D) insurance for each employee.



**F. State Disability Insurance**

The Department is enrolled in State Disability Insurance (SDI). The cost to participate is paid by the employees. Any benefits received under this program will be automatically integrated with any available sick leave. Once sick leave is exhausted, employees may integrate the SDI benefits with unused vacation leave, holiday leave or executive leave. Integrated payments shall not exceed the employee's base rate of pay.

**G. Long Term Disability Insurance**

The Department shall provide long-term disability insurance providing for a sixty (60) day elimination period, subject to prior exhaustion of accrued sick leave or other applicable benefits, and payment of a monthly benefit equivalent to sixty-six and two-thirds percent (66 and 2/3%) of full basic monthly salary up to a maximum salary allowed by the plan, less any deductible benefits.

**H. Deferred Compensation Plan**

Employees shall be eligible to participate in the Department's voluntary deferred compensation program in accordance with Internal Revenue Code Section 457 (457 Plan). Information about the 457 Plan options is available on the Department's Shared Drive or SharePoint. The plan year for employee contributions to the 457 Plan is the calendar year, January 1 to December 31. The maximum voluntary contribution to any employee's account shall be that amount established by law.

**I. Health and Wellness**

Physical fitness classes may be provided through the City of Belmont, City of Foster City, or the City of San Mateo Parks and Recreation Departments to employees at no cost or reduced cost. The Department will provide interested employees with resources for the classes and registration.

**Article XVIII. Employee Assistance Program**

The Department and the Union have a mutual interest in the health and welfare of its Employees. To this end, both parties will work cooperatively to utilize the employee assistance program as described in Department Employee Assistance Program Combined Evidence of Coverage and Disclosure Form. The Department bears the full cost of the program and reserves the right to modify benefits and change providers of the EAP at its discretion, based on cost and service considerations. Department will give notice and seek input and feedback from the Union prior to implementing changes in providers or benefits. In the event the Department changes providers or benefits the overall level of coverage will be maintained or comparable. Individuals eligible to utilize benefits are those recognized and allowable by the EAP provider as listed in the Employee Assistance Program Combined Evidence of Coverage and Disclosure Form.

## **Article XIX. Retirement**

The Department contracted with the Public Employees Retirement System (PERS) to provide employees with a retirement formula that conforms to the Public Employees' Pension Reform Act (PEPRA). The retirement formula for new employees is 2% @ 62 retirement tier with pension calculated based on the average highest annual compensation over a consecutive 36-month period. This retirement tier applies to a) all local miscellaneous members hired after January 13, 2019, and b) new members. A new member is (a) someone who has never been in PERS or a reciprocal retirement system or (b) someone previously in PERS or a reciprocal retirement system, but who has a gap of at least six (6) months since being covered by any of those pension systems. PERS refers to employees hired before January 1, 2013 as classic members.

<b>Miscellaneous Employees Hire Date</b>	<b>Retirement Benefit Formula</b>
"Classic Member" as defined by Section 7522.05 of the Government Code hired before 1/13/2019	2.0% @ 55
All members hired by the Department after 1/13/2019 or "New Members" hired on or after 1/1/2013	2.0% @ 62

Employee contributions to PERS shall be administered in accordance with Internal Revenue Code Section 414(h)(2).

The Department has contracted with PERS to provide the 4th Level of 1959 Survivor Benefits.

The Department has contracted with PERS to provide the Military Service Credit.

The Department has contracted with PERS for sick leave conversion to service credit upon retirement.

## **Article XX. Clothing and Equipment**

- A. **Department Logo Wear:** The Department, upon request, will provide an employee with an initial set of logo wear consisting of one polo shirt, one t-shirt, one jacket and one hat. The Department will consider requests for replacements as needed.
  
- B. **Clothing:** The Department will furnish and maintain coveralls for employees in the classifications of Fleet and Facilities Manager and Fleet Mechanic I/II. In addition, the Department will supply one (1) rain suit (consisting of jacket and pants). The Department will consider requests for replacements as needed.

- C. **Safety Shoes:** The Department will provide up to three hundred dollars (\$300.00) per fiscal year toward the reimbursement of safety shoes for employees in the Emergency Medical Services Manager, Fleet and Facilities Manager, and Fleet Mechanic I/II classification.

## **Article XXI. Grievance Procedure**

### **A. Definition**

A grievance is any dispute, which involves the interpretation or application of any provision of the Memorandum of Understanding, excluding, however, those provisions of the Memorandum of Understanding, which specifically provide that the decision of any Department official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

Step 2 shall be utilized to provide an administrative appeal of a written reprimand. Such appeals shall not be processed beyond Step 2.

### **B. Procedure**

A grievance shall be filed according to the following steps:

#### **1. Step 1. Immediate Supervisor.**

A grievance may be filed by an employee in their own behalf, or jointly by a group of employees or by the Union.

Within fifteen (15) calendar days of the event giving rise to a grievance, the grievant shall present the grievance in writing to the Deputy Fire Chief. Grievances not presented within the time period shall be considered resolved.

The Deputy Fire Chief shall meet with the grievant to settle the grievance and give a written response to the grievant within fifteen (15) calendar days from the receipt of the grievance.

#### **2. Step 2. Fire Chief.**

If the grievance is not resolved in Step 1 to the grievant's satisfaction, the grievant may, within fifteen (15) calendar days from receipt of the Deputy Fire Chief's response, advance the grievance in writing to the Fire Chief for consideration. A written response to the grievance shall be made in writing by the Fire Chief, after conferring with the grievant, within fifteen (15) calendar days from receipt of the grievance.

#### **3. Step 3. Mediation.**

If the parties are unable to reach a mutually satisfactory resolution on any grievance, which arises and is presented during the term of this Memorandum of Understanding, the parties may mutually agree to participate in mediation in an effort to resolve the grievance at this Step. The parties may agree upon a mediator

or utilize the services of a mediator assigned through State Mediation and Conciliation Service.

**4. Step 4. Arbitration.**

In the event Mediation is unsuccessful in securing a settlement, either the Union or the Department may require that the grievance be referred to an impartial arbitrator within fifteen (15) calendar days of receipt of the Fire Chief's response (if mediation is not utilized) or the completion of mediation. The parties may select by mutual agreement or by requesting a list of seven (7) arbitrators from State Mediation and Conciliation Service (SMCS). If a list from SMCS is utilized, the parties shall determine by lot which party is to strike the first name from the list. The parties shall alternately strike names from the list until one name remains. The fees and expenses of the arbitrator and of a Court Reporter (if mutually agreed upon) shall be shared equally by the Union and the Department. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any.

Decisions of the arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the laws.

No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance.

Neither any Mediator nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

**C. Extension of Time Limits**

The above specified time limits may be extended in writing by mutual agreement between the parties. Failure of the employee or the Union to act within the specified time limits, unless extended and mutually agreed upon in writing, shall dismiss and nullify the grievance. Failure by the Department to observe such time limits, unless extended, shall cause the grievance to be moved to the next level of the grievance procedure.

**D. Compensation Complaints.**

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Fire Chief. In such cases no adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances.

**E. Suspension and Discharge Grievances.**

If the parties, in pursuance of the procedures outlined above resolve a grievance which involves suspension, demotion, reduction in step or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time. In the event the dispute is referred to arbitration and the arbitrator finds that the Department had the

right to take the action complained of, the arbitrator may not substitute employee's judgment for the judgment of management, and if employee finds that the Department had such right, he may not order reinstatement and may not assess any penalty upon the Department.

**F. Interpretation of Memorandum**

No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from Mediation or arbitration proceedings hereunder) will be recognized unless agreed to by the Fire Chief and the Union.

**Article XXII. Disciplinary Action and Discharge**

**A. Disciplinary Action and Discharge**

The Department shall have the right to issue disciplinary action and discharge employees for just cause. A list of examples for cause are found in the Department's Personnel Rules and Regulations.

**B. Procedure**

The Department and the Union recognize the intent of disciplinary action is to remedy performance problems and modify behavior. While the Department will attempt to accomplish those objectives through training and progressive disciplinary action, the Department reserves the right to issue disciplinary action, up to and including discharge, based on just cause and the circumstances of each case. Serious or repeated offenses may call for disciplinary action commensurate with the offense or totality of the circumstances and not necessarily based upon the premise of progressive disciplinary action.

**C. Right to Representation**

An employee shall have a right to a Union Steward present in an investigatory meeting which the employee reasonably believes could lead to disciplinary action. The employee shall arrange for representation at the earliest possible time.

**D. Disciplinary Action Notices**

The Department agrees to provide the Union with copies of all disciplinary action and discharge notices within five (5) business days after issuance. The Union may contest any disciplinary action or discharge by filing a written grievance at Step 1 of the grievance procedure contained in Article XXI. Grievance Procedure.

**E. Retention Period**

Records of disciplinary action shall not be considered for purposes of future disciplinary action, provided there are no further disciplinary actions for the same conduct or similar offenses during the period of one (1) year upon request of the employee and approval by the Fire Chief or designee.

Disciplinary action issued and upheld following the exhaustion of appeal(s) under this Agreement for harassment/discrimination and workplace violence shall remain in an employee's personnel file and may be considered for purposes of further disciplinary action for the duration of an employee's employment with the Department.

**F. Disclosure**

The Department will, upon request of the Employee, provide the Union copies of any documents relied upon by the Department in support of the disciplinary action or discharge including, but not limited to, all investigative reports, witness statements and physical evidence. Where such documents contain confidential patient care or legal information, such confidential information will be redacted before providing the documents to the Union.

**Article XXIII. Layoff and Reinstatement**

**A. Layoffs**

Regular full-time, regular part-time and probationary employees shall receive written notice stating the reason for a layoff a minimum of sixty (60) days prior to the date of expected layoff. With such notice, the Employee shall be informed of the procedure to be followed and the rights to which employee is entitled. The Fire Chief or designee shall make every effort to allow employees who will be laid off reasonable time to seek other employment.

**B. Seniority.**

Seniority, for the purpose of layoff, is defined as length of continuous full-time employment within the service of the Department, except for service on a provisional and temporary status. Seniority shall be retained, but shall not accrue during any period of leave without pay, except for authorized military leave granted pursuant to California state military and veterans code.

**C. Layoff Order and Procedure**

In the event of the need for layoffs, employees will be laid off in the following order:

- a. Seasonal
- b. Temporary
- c. Part-time
- d. Probationary
- e. Regular Part-time
- f. Regular Full-time

Layoff shall be based on seniority of initial hire date with the Department. In the event two or more employees have the same hire dates with the Department, such a tie in seniority will be broken as follows:

1. If tied on the same hire date, seniority is determined by the date that the

Department's offer letter was accepted by the employee (i.e. offer letter acceptance date). The earlier the employee's offer letter acceptance date, the higher the employee's seniority.

2. If tied on the same hire date and offer letter acceptance date, seniority is determined by the date that the Department's offer letter was sent to the employee (i.e. offer letter sent date). The earlier the employee's offer letter sent date, the higher the employee's seniority.
3. If tied on the same hire date and offer letter acceptance date, and offer letter sent date, seniority is determined by the date that the employee submitted an application to the Department (i.e. application sent date). The earlier the employee's application sent date, the higher the employee's seniority.
4. If tied on all of the above tiebreakers, the parties shall meet and confer to determine seniority.

An employee shall have the right to displace an employee in a classification in their unit, for which employee meets the minimum qualifications and over whom they have seniority.

The laid off employee who has successfully displaced another employee shall be placed in their chronological position of seniority in the new class. Employees identified for layoff who have seniority (displacement) rights to equal or lower paying classifications must declare their intention to exercise these rights at least twenty-five (25) days prior to layoff, otherwise displacement rights will automatically terminate. Employees of another representation unit may not be displaced. An employee who declares seniority rights may not also claim priority employment rights for other vacant positions pursuant to Article XXII, Section C –Priority Employment Rights Employees laid off as a result of another employee's exercise of seniority rights shall not be entitled to an additional thirty (30) days' notice, but the minimum notice shall be fourteen (14) days.

#### **D. Priority Employment Rights**

After all employees have exhausted their displacement rights pursuant to the section above, any vacant positions remaining in the unit may be filled by employees meeting the minimum qualifications of such positions on the basis of total Department seniority, except that no employee may fill a vacant position which is at a higher salary range than that from which employee was originally laid off.

When all laid off employees within a unit have fully exercised their priority employment rights under above, employees remaining on layoff shall be entitled to transfer into positions outside the representation unit for which they possess the minimum qualifications pursuant to Department Personnel Rules.

#### **E. Reemployment Lists**

An employee shall be placed on the Reemployment List for any classification from which laid off and any classification previously held in the unit. Employees shall be ranked on such lists in order of total Department seniority.

A laid off employee who has fully exercised employee's rights pursuant to section D above shall be entitled to be placed on the Reemployment Lists for classifications outside the representation unit, only pursuant to Department Personnel Rules.

## **F. Status of Laid Off Employees**

Layoff for regular and probationary employees is considered a leave of absence without pay until an employee resigns. Termination occurs at the end of the life of a reemployment list. Layoff is not the same as termination unless the employee chooses to terminate in lieu of being placed on a reemployment list.

## **G. Fringe Benefits**

In the event of layoff, a regular full-time or probationary employee may continue to participate in the employee insurance plans until termination of reemployment lists or resignation if premiums are paid in full by employee and the contract permits. Agreement to pay premiums must be in writing.

Other fringe benefits will cease on the last day on payroll. Sick leave and vacation accruals will cease on the last day on payroll.

Contributions to PERS will cease on the last day on payroll. Employees should request options for their PERS contributions from the PERS Office.

Payment for unused vacation, compensatory, holiday, and executive time will be made in a lump sum following the last pay period that includes hours worked or at a later date if desired.

## **H. Reemployment**

The Department will send notice of reemployment by certified mail to the last address of record but has no responsibility to attempt to trace an employee if such notice is not delivered by the Post Office. It is the responsibility of the employee who has been laid off to keep the Department informed as to employee's current address and telephone number. The employee has ten (10) working days in which to notify the Department by mail, telephone or otherwise, regarding intention to return to position offered. If at the end of ten (10) working days from date of notice, no response has been received from the employee on layoff, the department will be entitled to fill positions in the following order:

(a) the laid off employee next in line for recall, if available for work, until the reemployment list is exhausted, and then; (b) by the normal recruiting process. An employee on layoff shall have the right to refuse an offer of reemployment without forfeiting the right to reemployment or employee's place on the list. If the employee on layoff fails to respond within ten (10) working days of mailing of two separate written offers of reemployment sent by certified mail, the employee shall forfeit the right to reemployment pursuant to the terms of this Layoff Procedure and employee's name shall be removed from the reemployment list.

In order to expedite the reemployment process, the Department may notify more than one employee simultaneously, indicating the order of priority to each person.

The right to reemployment is contingent upon the ability of the employee to meet the physical and other requirements of the position to which the employee is being returned.



**I. Status of Rehired Employees**

Regular and probationary employees rehired within 12 months following layoff shall be considered as having been on leave of absence without pay. If rehired within 12 months, the employee shall be credited with prior service for purposes of vacation accrual and seniority. This means the employee will return to employee's previous status for accruing benefits but does not accrue benefits during the layoff period. Employees rehired to a regular position shall retain the sick leave balance at time of layoff unless employee received payoff for said sick leave.

**J. Anniversary Date of Rehired Employees**

Layoff time which exceeds 30 days shall cause the anniversary date of the employee to be adjusted commensurate with the length of absence from work.

**K. Pay of Rehired Employees**

An employee rehired into the classification from which originally laid off shall be paid at the current rate for that classification and at the pay step held at the time of layoff.

An employee rehired into a classification previously held but not that from which originally laid off shall be paid at the current rate for that classification and at the pay step which most closely approximates, but does not exceed, the pay step held in the classification from which originally laid off.

An employee rehired into a classification not previously held shall be paid at the current rate for that classification and at a pay step approved by the Fire Chief.

**L. Medical Examination for Rehires**

If their job classification requires, an employee must pass a medical examination prior to being rehired. At the time of layoff, exit interviews will be conducted, which will include a medical checklist for the employee to complete; complete recovery from workers' compensation injuries must be testified to.

**Article XXIV. No Discrimination**

There shall be no discrimination because of race (including traits historically associated with race, including, but not limited to hair texture and protective hairstyles including, but not limited to, such hairstyles as braids, locks and twists), religious creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, national origin, ancestry, marital status, medical condition as defined by state law (cancer or genetic characteristics), disability, military services and veteran status, pregnancy, childbirth and related medical conditions, or any other characteristic protected by applicable federal, state or local laws and ordinances (referred to as "protected characteristics") or legitimate union activities against any employee or applicant for employment by the Union or by the Department or by anyone employed by the Department; and to the extent prohibited by applicable State and Federal law, there shall be no discrimination against any disabled

persons solely because of such disability unless that disability prevents the persons from performing the essential job duties of the position. Complaints alleging discrimination based on legitimate union activities, shall be processed as grievances under this MOU. All other complaints of discrimination shall be processed in accordance with the Department's policy prohibiting discrimination, harassment and retaliation.

### **Article XXV. Labor-Management Committee**

The intent of this Article is to foster better communication between Labor and Management and to provide an opportunity for the Union to provide feedback to the Department on issues that might affect bargaining unit members.

The Labor Management Committee will meet up to four times per year upon request of the union to discuss issues related to the labor management relationship. Additional meetings may be scheduled by mutual agreement of the parties. A Human Resources Designee shall be the standing Department representative on the Labor Management Committee. Other supervisors, managers or Human Resources personnel shall be invited to attend as needed. The Union will have the shop stewards and one (1) union staff representative as the standing Union representatives on the Labor Management Committee. The union may invite one (1) additional member as needed.

### Article XXVI. Term

This agreement shall be effective upon approval of AFSCME and the Fire Board and for the period from Fire Board adoption through June 30, 2027.

In witness whereof, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

#### SAN MATEO CONSOLIDATED FIRE DEPARTMENT

#### AFSCME LOCAL 829

Signed by:  
By Chief Kent Thrasher  
4EB434DFAE3470...  
Kent Thrasher, Chief

DocuSigned by:  
By [Signature]  
4FDFE12DD52450...  
Ryan Shannon

Signed by:  
By Stacey Cue  
1BD249334A3841F...  
Stacey Cue

DocuSigned by:  
By Saul San Filippo  
B24B8013683B457...  
Saul San Filippo

DocuSigned by:  
By Robert Marshall  
0C055A84773F4F9...  
Robert Marshall

Signed by:  
By [Signature]  
E5D7155454F845C...  
Charisse Roldan

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# **APPENDIX A**

## **CLASSIFICATIONS**

### **General Unit Classifications**

Administrative Assistant

Administrative Technician

Emergency Services Analyst I

Fleet Mechanic I/II

Management Analyst I

Office Assistant I/II

Systems Analyst I

### **Management Unit Classifications**

Emergency Services Manager

Emergency Services Analyst II

Emergency Medical Services Manager

Fleet & Facilities Manager

Management Analyst II

Systems Analyst II

## **APPENDIX B**

### **CATASTROPHIC LEAVE DONATION**

#### **POLICY**

This policy has been developed to assist employees who have exhausted paid leave balances due to a serious/catastrophic or debilitating illness, injury, or condition, affecting their own ability to work or requiring the employee's absence to provide care for an immediate family member (spouse, state-registered domestic partner, children of either spouse, either parent, brother or sister, employee's grandparents, grandchildren, mother or father-in-law, or brother or sister-in-law). Other relatives and significant persons may be included with the approval of the Fire Chief or designee.

#### **PURPOSE**

A catastrophic illness or injury is defined as a serious, debilitating, or critical illness, injury, or condition that has been diagnosed by a licensed physician, requiring an extended period of treatment or recuperation, which has a significant risk to life or life expectancy, or causing a long-term major physical impairment or disability. This policy may be used in conjunction with the Federal and State Family Leave laws.

#### **PROCEDURE**

##### **3.1 ELIGIBILITY**

1. An employee is eligible to receive donated leave under the following conditions:
  - a) Employee must be a regular full or part-time employee.
  - b) Employee must have exhausted all paid leave balances.
    - i. The recipient is not eligible so long as they have paid leaves available, however, the request may be initiated prior to the anticipated date the leave balances will be exhausted.
  - c) Employee or an immediate family member must have a catastrophic illness as previously defined.
  - d) Employee must be prevented from returning to work for at least 30 calendar days and be eligible for long-term disability benefits or family leave.
  - e) Employee must be on an approved Leave of Absence (i.e., FMLA, sick leave) with supporting medical certification.
  - f) Employee cannot receive leave when their employment status would prevent continuation of active leave benefits.
  - g) The medical prognosis for the condition includes a reasonable expectation

that proper care and rehabilitation will result in the return of the employee to full duties.

2. An employee is eligible to donate accrued leave under the following conditions:
  - a) Employee must be a regular full or part-time employee.
  - b) Employee must retain a minimum balance of 100 hours of sick leave and 100 hours of vacation after donating.
  - c) Voluntary donation of sick, vacation, or other leave must be a minimum of four (4) hours.

### 3.2 **CONDITIONS**

1. Participation by regular employees (both donating or receiving) shall be voluntary.
2. Leave may be donated only when there is a catastrophic illness as defined above.
3. Time donated will be available to receiving employee in future pay periods. Retroactive donations will not be permitted.
  - a) The donating employee's hours shall be transferred to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.
4. Once the leave is donated and posted to the receiving employee, the employee donating such leave shall irrevocably lose all rights and privileges to the leave hours donated, unless donated leave is returned per 3.2.6 (below).
5. Donated leave cannot be used for longer than 12 months without approval of the Fire Chief or their designee, when donated leave is exhausted, or when a change in employment status occurs, whichever comes first.
6. If the receiving employee is found to be eligible for workers' compensation benefits, any hours received will be returned to the donating employee.

### 3.3 **DONATING EMPLOYEES**

1. The donating employee completes the donation form and sends it through the approval process to Human Resources.
2. Once approved, Payroll will use the date and time approved to track the donation. Donated leave will be credited to the receiving employee from donating employees in chronological order by the date submitted for approval and used only as needed.
3. Human Resources and the Fire Chief or designee must approve the donation

prior to submission to Payroll for final processing.

### 3.4 **RECEIVING EMPLOYEES**

1. The receiving employee must submit a request to the Fire Chief or their designee.
2. The receiving employee must be eligible and willing to receive the donated sick or vacation leave. The medical details of the need for the donated leave are up to the receiving employee to share and will be kept confidential, unless otherwise advised in writing by the receiving employee.
3. Once the employee's own leave balances have been exhausted, the employee may receive donated leave in lieu of long-term disability benefits to remain on paid status. While on paid status, Department benefits will continue.
4. A receiving employee may not receive donated leave that allows a continuing leave of absence status if a decision would have otherwise been made concerning the employment status of the employee.