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MEMORANDUM OF UNDERSTANDING

BETWEEN

CENTRAL COUNTY FIREFIGHTERS' UNION

AND

CENTRAL COUNTY FIRE DEPARTMENT

July 1, 2025 to December 31, 2028

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SIDE LETTERS

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Representatives of Central County Firefighters' Union ("Union"), and representatives of the Central County Fire Department, a joint powers agency of the City of Burlingame and the Town of Hillsborough, ("Department"), have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for employees in the representation unit listed in Section 1, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act ("MMBA") and has been jointly prepared by the parties.

1. RECOGNITION

Central County Firefighters' Union is recognized as the majority representative, as provided in the Department's Employer-Employee Relations Ordinance, for all employees assigned to the following classifications:

Fire Fighter
Fire Captain
Fire Inspector
Deputy Fire Marshal

2. UNION DUES AND RIGHTS

Union Dues

2.1 The Department shall deduct Union membership dues and any other agreed upon payroll deductions, to the extent permitted by law, from the monthly pay of each member employee, in accordance with the procedures set forth herein.

2.2 Dues paying bargaining unit members who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted by filling out, signing and filing with the Union an authorization form provided by the Union. The Union will notify the Department of the employee name and amount of dues to be withheld.

2.3 The Department agrees to direct each member employee to the Union with regard to any questions or concerns related to membership dues or any other mutually agreed payroll deductions, to the extent permitted by law.

2.4 The Union is responsible for providing the Department with timely information regarding changes to member employees' dues and any other lawful union-related payroll deduction.

2.5 Union Certification: The Department shall make payroll deductions in reliance on the Union's certification that the Union has and will maintain an authorization signed by each member employee who affirmatively consents to pay Union membership dues. Similarly, the Department shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any member

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employee in reliance on information provided by the Union to the extent permitted by law.

2.6 The Department shall not request the Union to provide a copy of any member employee's authorization unless a dispute arises about the existence of or terms of the authorization.

2.7 The Union shall indemnify, defend, protect and hold harmless the Department and its elected and appointed officials, officers, employees, and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs and expenses (included, but not limited to, reasonable attorneys' fees and court costs) arising from the application of any provisions under Section 2, including, but not limited to, any claims made by a bargaining unit employee for the membership dues deductions the Department made in reliance on the Union's certification, and any claims made by any bargaining unit employee for any deduction, cancellation or modification the Department made in reliance on the information provided by the Union.

In the event any such action or proceeding is brought against the Department by reason of any such claim, the Union, upon notice from the Department, covenants to defend such action or proceeding by counsel reasonably satisfactory to the Department.

2.8 The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized. When a member is in good standing with the Union and is in a non-pay status for the pay period when his/her dues would normally be withheld, no dues withholding will be withheld from future earnings nor will the member deposit the amount with the Department which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this regard, all other legal and required deductions have priority over Union dues.

2.9 Dues withheld by the Department shall be transmitted monthly to the officer designated in writing by the Union as the person authorized to receive the funds, at the address specified.

2.10 The Union shall refund to the Department any amounts paid to it in error upon presentation of supporting evidence. The Department will pay to the Union any amounts which were not deducted in accordance with the procedures prescribed in this Section.

Union Rights

Nothing contained in this Memorandum of Understanding shall prohibit the Union from meeting and conferring on matters within the scope of representation as provided

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by law. The Department acknowledges the employees and the Union retain all the rights under Section 3500 et. seq. of the MMBA.

3. MANAGEMENT RIGHTS

The Department hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution of the United States, the Constitution of California, the laws of the United States, the laws of California and the ordinances and resolutions of the Department, the City of Burlingame and Town of Hillsborough and shall be limited only by the express and specific terms of the Memorandum.

The Department reserves, retains, and is vested with, solely and exclusively, all rights of management, regardless of the frequency of use, which have not been expressly abridged by specific provisions of the Agreement or by law, to manage the Department. Without limiting the generality of the foregoing, the Department continues to reserve and retain solely and exclusively all rights of management, including but not limited to the right:

1. To determine the mission of its constituent Department's, commissions, and boards and the services to be rendered thereby;
2. To set standards of service;
3. To direct its employees;
4. To take disciplinary action;
5. To relieve its employees from duty because of lack of work or lack of funds;
6. To take all necessary actions to carry out its mission in emergencies

The exercise and retention of the Department's exclusive rights enumerated above does not preclude employees or their representatives from meeting and conferring regarding the impact of the exercise of management rights on wages, hours, and other terms and conditions of employment.

4. ACCESS RIGHTS

4.1 Reasonable access to employee work locations shall be granted to officers of recognized employee organizations and their officially designated representatives for the purpose of contacting members of the bargaining unit concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Fire Chief or his/her designee. Access shall be restricted so as not to interfere with the normal operations of the Department or with established or security requirements.

4.1.1 The Union shall designate in writing to the Fire Chief the names of the representatives listed above.

4.2 The Union may, with the prior approval of the Fire Chief or his/her designee, use Department facilities for meetings of employees, provided space is available, and

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provided further such meetings are not used for organizational activities or membership drives of Department employees.

4.2.1 The Union shall be allowed to hold four (4) general membership meetings per calendar year at employee work locations.

4.3 The use of Department equipment other than items normally used in the conduct of business meetings such as desks, chairs and whiteboards is strictly prohibited, the presence of such equipment in approved Department facilities notwithstanding.

4.4 The Union may use portions of Department-owned bulletin boards under the following conditions:

4.4.1 All materials must receive the approval of the Department or division head in charge of the Department bulletin board;

4.4.2 All materials must be dated and must identify the organization that published them;

4.4.3 The Department reserves the right to determine where bulletin boards shall be placed.

4.5 The Union shall be allowed to continue the present practice of Union-provided bulletin boards in each station. Material posted and control over such material shall remain with the Union. The Union agrees to post nothing that discredits the Department or its employees.

4.6 New Employee Orientation: Representatives for the Union and the Department discussed the requirements of Assembly Bill 119 regarding Union access to new employees during new employee orientation. The Union waived their right to meet with new employees during new employee orientation and to receive the employee contact information specified under Assembly Bill 119. The Union will meet with new employees at their convenience (memorialized in a side letter).

4.7 Solicitation of membership and activities concerned with the internal management of an employee organization such as collecting dues, campaigning for office, conducting elections and distributing literature shall not be conducted during on-duty hours between 8:00 a.m. and 5:00 p.m.

5. NO DISCRIMINATION

The Department will not discriminate against an employee because of political opinion or affiliations, or because of membership in the Union or because of any activities on behalf of the Union. Union activities shall not interfere with the normal operation of the Department. No employee or candidate for employment shall be hired, promoted, demoted, discharged or in any way favored or discriminated against because of their actual or perceived: race (including traits historically associated with race, such as hair texture and protective hairstyles), religion, creed, color, national origin (including

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discrimination on the basis of drivers' licenses provided to undocumented persons), ancestry, citizenship, physical disability (including HIV/AIDS) or mental disability, sex, sexual orientation, gender, gender identity, gender expression, transgender status, reproductive health decision making, (including pregnancy, childbirth, breastfeeding, or related medical conditions), family or military caregiver status, ancestry, physical or mental disability, medical condition as defined by state law, cancer or genetic information, marital status (including registered domestic partnership status), age (40 and over), , military or veteran status, use of cannabis off the job and away from the workplace (except as may be required by federal law), prior cannabis use, and/or any other consideration protected by federal, state or local law (sometimes referred to, collectively, as "protected characteristics").

6. ADVANCE NOTICE

Except in cases of emergency, the Union shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the Department and shall be given the opportunity to meet and confer with management representatives prior to adoption.

7. COMPENSATION PLAN

7.1 Salary Adjustments

Effective the first full pay period in July 2025 , there will be an increase in base salary for all classifications of four percent (4.0%).

Effective the first full pay period in July 2026 , there will be an increase in base salary for all classifications of four percent (4.0%).

Effective the first full pay period in July 2027 , there will be an increase in base salary for all classifications of four percent (4.0%).

Effective the first full pay period in July 2028, there will be an increase in base salary for all classifications of three percent (3.0%).

7.1.1 Survey Methodology

The benchmark survey agencies are:

7.1.1.1 Palo Alto
7.1.1.2 San Bruno
7.1.1.3 Redwood City
7.1.1.4 San Mateo Consolidated
7.1.1.5 Menlo Park Fire District
7.1.1.6 South San Francisco
7.1.1.7 Daly City
7.1.1.8 Alameda

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7.1.1.9 Berkeley
7.1.1.10 Milpitas
7.1.1.11 Mountain View

The survey shall include the following items:

7.1.1.12 Top step salary for the Firefighter/Engineers
7.1.1.13 Employer Paid Deferred Compensation
7.1.1.14 Maximum Education Incentive
7.1.1.15 Maximum Longevity Pay
7.1.1.16 EMT Incentive
7.1.1.17 Holiday Pay
7.1.1.18 Maximum Employer maximum contribution to health/medical
7.1.1.19 Maximum Employer maximum contribution to dental
7.1.1.20 Maximum Employer maximum contribution to vision
7.1.1.21 Uniform Allowance

Starting July 2026, the Department and the Union will establish a committee to identify key data points to determine the frequency of Central County Firefighters performing Engineer/Operator duties and responsibilities. Total Compensation Surveys prepared for subsequent negotiations shall rely upon a blended rate of compensation for the Firefighter job classification and the Engineer/Operator classification for those agencies which maintain separate job classifications.

To prepare the blended rate, the parties shall use a weighted average based upon the percentage of shifts worked by Central County Firefighters performing Engineer/Operator duties and responsibilities. In no event shall the blended formula provide for less than 50% Engineer/Operator compensation toward the blended rate.

7.2 Definitions.

Salary and Annual Salary: Base Salary amount as stated on the City Council/Board adopted Salary Schedule (annual salary will be divided by 2912 hours to get an hourly rate for 56-hour per week personnel or by 2080 hours for 40-hour personnel).

Specialty Pays: Special pay (including Training Captain assignment premium of 5%), Education pay and Paramedic pays are independently calculated at a percentage of base salary.

Standard Hourly Rate*: Salary plus additional pays below, annualized and then divided by 2912 hours for 56-hour per week personnel or by 2080 hours for 40-hour per week personnel.

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Holiday Pay: Calculated by dividing 156 hours by 26 pay periods (6 hours), multiplying that by the Standard Hourly rate.

Overtime Pay Rate: 1.5 times the Standard Hourly Rate.

Acting Pay Rate: Standard Hourly Rate times 5% if assigned in the unit and times 8% if the assigned work is for a higher classification outside the unit.

Vacation, Administrative and Sick Leaves Conversion and Cashout Rate: accrued leave hours that are converted or cashed out at the employee's Standard Hourly Rate.

*Standard Hourly Rate includes the following types of compensation, if applicable to the employee, converted to an hourly rate:
1. Salary
2. Paramedic Pay
3. Educational Incentive Pay
4. Specialty Pay / Specialist Assignment Pay

7.3 The salary for a new employee entering Department employment shall be the minimum salary step for the classification to which the employee is appointed, unless the Department determines that appointment to another step is in the best interest of the service.

7.4 Permanent and probationary employees serving in regular established positions shall be advanced to the next higher salary step for their respective classifications upon satisfactory performance rating that meets minimum requirements on their annual evaluation and completion of one (1) year of full-time service in each of the salary steps for the classification upon the anniversary of the employee's appointment date or revised salary administration date, whichever is later. No employee will be denied a step increase due to the Department's failure to complete a performance evaluation. A step increase shall only be denied for cause.

7.4.1 Salary range adjustments for a classification will not set a new salary anniversary date for employees serving in that classification.

7.4.2 Whenever the revised schedule of compensation for a classification is adopted by Department Board, each incumbent in a position to which the revised schedule applies shall be paid at the same step in the revised range as the step at which the employee was paid in the previous range.

7.5 When an employee is promoted, he/she shall normally receive the first step in the salary range for their new positions. However, if such step results in a salary increase of less than five percent (5%), they shall receive a minimum of five percent (5%) increase. In no event

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shall the resulting salary exceed the top step of the salary range for the new position.

7.6 When an employee is demoted, that employee's compensation shall be adjusted to the salary which most closely approximates the employee's salary in the higher classification provided, in no event shall that new salary be above the fifth step of the lower classification. A demoted employee's rate of pay shall not be set at a lower rate than he/she would have received had he/she remained in the lower class.

7.7 Pay Days/Biweekly Payroll

The salary schedule and vacation and sick leave accrual amounts reflect the bi-weekly payroll format.

7.8 FLSA

In accordance with Section 7(k) of the Fair Labor Standards Act (FLSA), the Department has adopted a 24-day work period for non-exempt employees engaged in fire protection activities. Employees are eligible to receive overtime compensation for all hours worked in excess of 182 hours in each 24-day FLSA work period. This overtime will be paid at the rate of 1.5 times the regular rate of pay, as that term is defined under the FLSA.

Since the Department provides for overtime under this MOU on an hours in paid status standard (employees are paid at 1.5 times their Standard Hourly Rate for hours worked outside of their regular work schedule) and because the 48/96 schedule described in Section 8 below results in 10 hours of regularly scheduled overtime in each 24 day work period under this MOU standard, the Department will advance employees for payment of the MOU overtime premiums due on regularly scheduled overtime hours at the rate of 1.5 hours of pay per week to be calculated using the employee's Standard Hourly Rate (3.0 hours of overtime premium pay per bi-weekly pay period or approximately 75 hours of overtime premium per year).

7.9 Specialist Assignment Pay

7.9.1 Specialists

Specialist pay for the following assignments shall be five percent (5%) of base pay.

1) Paramedic Field Training Officer (FTO)

After the shift Battalion Chief assigns a qualified Firefighter Paramedic as an FTO and assigns a specific paramedic trainee, the FTO will receive five percent (5%) of his base pay for the entire shift worked where s/he performed FTO duties. To be eligible, the FTO must have

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worked with the assigned paramedic trainee on that shift. Only shifts where the FTO works 2 hours or more are eligible for FTO specialty pay. Only shifts worked while working with the trainee that occur in the "Accreditation" and "FTO" Phases, as defined by the Department, are eligible for specialty pay.

If an employee is assigned by the Department as a backup FTO to a specific trainee, the back-up FTO is eligible for specialty pay for shifts worked with the assigned trainee and FTO work is performed. Only shifts where the back-up FTO works 2 hours or more are eligible for specialty pay. Only shifts worked while working with the trainee that occur in the "Accreditation" and "FTO" Phases, as defined by the Department, are eligible for specialty pay.

2) SCBA Technician after certification.

The Department shall appoint at least two (2) Fire Captains or Firefighters to serve as a Self-Contained Breathing Apparatus Technician, and one (1) Fire Captain or Firefighter to serve as the SCBA Manager. The commitment for the SCBA Technician is a four (4) year commitment.

Assignment to these positions is at the discretion of the Department. Additional specialist positions may be added as determined by the Fire Chief. Should other special assignments be authorized during the term of this agreement, such assignment(s) shall receive the differential above regular pay while assigned to perform such duties.

Employees are only permitted to receive one specialist pay at a time no matter how many specialist positions they are qualified to perform unless assigned by the Fire Chief.

7.10 Paramedic Program

7.10.1 Firefighter/Paramedics with county certification assigned to ALS service (minimum one per apparatus plus 2 additional per shift) shall receive ALS pay equal to 11% of their base pay. Firefighter/Paramedics may request to de-certify as assigned Paramedics if it will not bring the total number of Firefighter/Paramedics below the minimum.

7.10.2 Firefighter/Paramedics with ALS California State Certification shall receive ALS education pay equal to 3% of base pay and is only available to the three employees who had been receiving it that were hired prior to 2012. This education pay shall be eliminated at the retirement or separation of the current three employees that are eligible to receive it.

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7.10.3 Captain/Paramedics shall not normally be assigned to ALS service or be included in the required number of Firefighter/Paramedics.

Captain/Paramedics who maintain county certification shall receive education pay equal to 8% of their base pay.

Captain/Paramedics shall be required to provide ALS service when there is an insufficient number of Firefighter/Paramedics on duty. In the event staffing levels are high enough that there is not a need to hire back personnel AND there are not enough Firefighter/Paramedics on duty to meet the requirement of one Paramedic per ALS company, on duty Captain/Paramedics shall be used to meet the one Paramedic per ALS company requirement. To meet daily staffing needs, on duty Firefighter/Paramedics shall be moved as necessary. To meet staffing needs due to long-term vacancies, Firefighter/Paramedics shall be reassigned to maintain a balance between the shifts and provide one Firefighter/Paramedic per ALS Company.

During the bidding process, Captain/Paramedics will not be considered as filling the Paramedic requirement of one Paramedic per ALS Company.

7.10.4 Paramedic Continuing Education

The Department will pay for or provide continuing education for paramedics (48 hours of CE every two years) and California State recertification fees, not including penalties or late fees. Each paramedic will receive a minimum payment of 24 hours of overtime for continuing education on July 1 of each year, unless the continuing education is provided by the Department or JPA agreement on duty.

In circumstances where the Department cannot provide all necessary continuing education on-duty, paramedics are permitted to pursue their remaining required continuing education off-duty.

7.10.5 Paramedic Training

The Department agrees to pay for paramedic training of current members to fill open Firefighter/Paramedic positions at the discretion of the Department.

7.11 Training Captain

7.11.1 The Training Captain position is a two-year assignment filled through the bid process every other year. Fire Captains will be invited to submit a letter of interest, and the Fire Chief or their designee will interview the candidates and make a selection from among those who submitted a letter of interest. If no one submits a letter of interest, the Training Captain position will be filled by the most junior

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Fire Captain who has not previously served as the Training Captain. Fire Captains appointed as the Training Captain are required to perform the essential duties and satisfy the expectations of the assignment as set forth in the job description dated January 10, 2022. The Training Captain assignment can be extended after two years based on the employee's request subject to the Fire Chief's approval

7.11.2 The Training Captain works a 40-hour schedule as set forth in Section 8.1 and is eligible for overtime shifts as described in Section 8.8.3 of this MOU.

7.11.3 The biweekly pay calculation methodology for the Training Captain assignment is as follows:

- Training Captain Base Salary (BS): the same 56-hour Fire Captain step he/she is receiving. (The Training Captain is a 40-hour assignment with a base salary equal to his/her current 56-hour Fire Captain salary step.)
- Fire Staff Premium (FSP): BS + EI + PI = X divided by 112 hours times 3 hours.
- Training Assignment Incentive (TAI): BS + FSP = X times 10% (referenced below in Section 7.11.4)
- Education Incentive (EI): See MOU Section 13.5 for the applicable percentage.
- Paramedic Incentive (PI): See MOU Section 7.10.3, currently 8%.
- Holiday Pay: BS + EI + PI + TAI = X divided by 112 hours times 6 hours in lieu of Section 11 Holidays
- Uniform Pay: See MOU Section 17, currently $32.69 per pay period ($850 per year).
- Overtime Rate 56-hour assignment: BS + EI + PI + TAI = X divided by 112 hours times 1.5.
- Overtime Rate 40-hour assignment: BS + EI + PI + TAI = X divided by 80 hours times 1.5

7.11.4 Effective the first full pay period in July 2025, the Training Captain shall receive additional compensation (Training Assignment Incentive) that is equal to ten percent (10.0%) of his/her base salary while serving in the assignment.

7.12 Bilingual Premium

Due to the nature of their profession, the parties recognize that employees in represented classifications are routinely and consistently assigned to positions requiring communication skills in languages other than English. Accordingly, any member of the bargaining unit who demonstrates proficiency in Spanish,

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Cantonese, Mandarin, American Sign Language or any other language approved by the Fire Chief is eligible for an additional 5% of base pay, effective the first full pay period within sixty (60) days of Board ratification.

Proficiency shall be measured by the successful completion of a test administered by an agency agreed upon by the Department and the Union. Employees are responsible for contacting Human Resources, who will make arrangements for their tests. Employees will not be compensated for the time spent scheduling, preparing for or taking a proficiency test if it is outside regular work hours. The Department shall provide use of its facilities for the test and pay for the cost of examinations, if any.

7.13 Longevity / Retention Incentive

Effective the first full pay period of July 2025, employees who have completed eight (8) years or more of service as a member of the Department shall receive a two percent (2%) of base pay Longevity/Retention incentive pay.

Effective the first full pay period in July 2026, employees who have completed twelve (12) years or more of service as a member of the Department shall receive an additional two percent (2%) of base pay Longevity/Retention incentive pay, for a total of four percent (4%) of base pay in Longevity/incentive pay.

8. DAYS AND HOURS OF WORK

8.1 Work Schedule (40-hour)

The regular work schedule for employees occupying full time positions in classifications other than Fire Fighter and Fire Captain shall consist of a forty (40) hour week.

Fire Captains and Fire Fighters not assigned to a 24-hour schedule, the Deputy Fire Marshal and the Fire Inspector may work a four (4) day forty (40) hour work week, unless the employee and Department mutually agree to an alternative work schedule, such as a five (5) day forty (40) hour work week, a nine (9) eighty (80) schedule, or another operationally appropriate work schedule.

The Deputy Fire Marshal and Fire Inspector assigned to the Fire Prevention Division report to the Fire Marshal in the chain of command.

8.2 Work Schedule (56-hour)

The regular work schedule for employees in the classification of Fire Fighter and Fire Captain shall be an average of 56-hours on existing work schedules.

The work schedule shall consist of two (2) twenty-four (24) hour on duty periods within a six (6) day cycle to be worked in accordance with the following chart:

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X = 24-hour on-duty period

O = 24-hour off-duty period

XXOOOO

8.2.1 In the event one shift is scheduled to work both December 24th and December 25th of the same year, the shift assigned to work on December 23rd will be reassigned to work on December 24th. The shift originally scheduled to work December 24th will be reassigned to work on December 23rd.

8.3 Starting Time

The regular starting time for Fire Fighters and Captains scheduled for a fifty-six (56) hour work schedule shall be 0800 and for work authorized to be performed prior to such regular starting times or after such quitting times, overtime shall be paid.

8.4 Overtime Definition

Overtime is pre-authorized time worked beyond the employee's regular work schedule described in Section 8.1 or 8.1. Overtime shall be compensated at one and one-half (1-1/2) times the employee's Standard Hourly Rate for every hour of overtime worked. Employees who are held over for work by their supervisor are considered pre-authorized for overtime. All overtime must be reported, and "off-the-clock" work is prohibited.

8.5 Fifty-Six (56) Hour Workweek Employees

Employees who are on a service call at the time their regular shift ends, shall be considered relieved from duty when arriving back at the station they worked out of that day, provided minimum personnel are on duty.

8.6 Comp Time (40-hour employees)

Upon employee request, 40-hour work schedule employees shall be compensated for hours worked beyond their normal work schedule with compensatory time off in lieu of overtime. Compensatory time off shall be earned at a rate of one and one-half (1- 1/2) hours of compensatory time for each overtime hour worked. An employee's compensatory time off balance shall not exceed forty (40) hours at any given time.

8.7 Mandatory Overtime

Should an employee be mandated to work in an overtime situation, the employee shall be compensated at one and one half (1-1/2) times the employee's Standard Hourly Rate.

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8.8 Call Back or Holdover Time

8.8.1 Call back time for full duty shift (24-hours) or normal workday (8-hours or 10-hours) for non-emergencies shall be compensated at one and one-half times the employee's Standard Hourly Rate.

8.8.2 Call back or hold over time for less than a full shift (56 hour personnel or 40- hour personnel) shall be compensated at one and one-half (1-1/2) times the employee's Standard Hourly Rate. A minimum of one (1) hour overtime shall be paid for call back.

For hold over time, overtime shall be paid for actual time worked to the nearest one-tenth (1/10) of an hour .

8.8.3 A 40-hour employee shall be eligible to work overtime shifts that do not conflict with their regularly scheduled work hours in the 40-hour a week assignment, subject to the approval of the Fire Chief or his/her designee. For example, the Training Captain who works a 4/10 schedule Monday – Thursday could work an overnight overtime shift from Monday – Thursday, but could not pick up a 24-hour shift until they complete their Monday – Thursday workweek. In addition, the Fire Chief may direct an employee assigned to a 40-hour schedule to work a 56-hour work schedule whenever in his/her judgment such work is necessary to provide Fire Department services to the community. Employees assigned to a 40-hour schedule that work overtime to cover a 56-hour schedule shall be paid for such overtime based on the 40-hour rate. A 40-hour employee may participate in the voluntary overtime program but shall not be required to work mandatory overtime in the voluntary overtime program.

8.8.4 During the term of the MOU, the parties agree to meet and confer in accordance with the MMBA on a Department policy for call-back procedures.

8.9 Special Event Overtime

The rate of pay for such Special Events shall be based on two (2) times the employee's Standard Hourly Rate. A minimum of four (4) hours of overtime shall be paid for each special event.

Special Event Details are defined as events that the Fire Chief or his or her designee requires fire personnel to standby and monitor.

8.10 Emergency Call Back

The rate of pay for such Emergency Call Back shall be based on one and one half (1 ½) times the employee's Standard Hourly Rate. A minimum of four (4) hours of overtime shall be paid for each Emergency Call Back.

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Emergency Call Back is defined as recall of personnel in addition to the normal on- duty staffing in the event of a disaster or an emergency (e.g.: fire, flood, storm, etc.)

8.11 Common Mess

The Common Mess Policy is contained in the Department Policy Manual and remains in effect for the duration of this Memorandum of Understanding.

8.12.1 Shift and Station Bidding

Shift and Station Bidding as agreed by the Union and Fire Department Management shall remain in effect for the duration of this Memorandum of Understanding. The Shift and Station Bidding Procedure shall be placed in the Policy Manual and be subject to change by mutual agreement.

9. COURT PAY

Employees shall be compensated at an overtime rate when subpoenaed to court or to give a deposition concerning anything connected with their course of employment with the Department unless such work occurs during their regularly scheduled shift. Employees will receive a minimum of two hours pay at the overtime rate for each appearance, unless such work occurs during their regularly scheduled shift. Employees filing legal actions against the Central County Fire Department shall not be compensated under this section.

10. ACTING PAY

10.1 Any employee who is assigned to work in a higher classification within the unit shall receive Acting Pay, calculated as base hourly rate plus any education and paramedic pay, multiplied by 5%.

If the assigned work is for a higher classification outside the unit, the employee will receive Acting Pay in the amount of 8%.

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

10.3 The acting assignment will be for no more than 960 hours per fiscal year.

10.4 Eligibility Priority Definition

The following numbered sequence should be used in listed order to provide personnel when acting officers are required:

1. Employees who are on a current certified classification list shall, by shift, normally be requested to perform such duties.

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2. The Department shall track the names and hours of employees on the acting list. The list shall initially start in order of their position/band on the promotional eligibility list. The list shall keep track of total hours, with the person having the fewest hours moving to the top of the list. The acting list shall be reset each year immediately following the new shift bid. Acting Officers and the Staffing Officer may mutually agree to deviate from the list to help minimize unnecessary movement.

3. Higher scoring employees may request to change shifts to avail themselves of the opportunity for acting time.

   To avoid dislocation of personnel who would be required to change shifts, the person requesting the change shall only move if someone for the shift affected volunteers to change. Should the Fire Chief deem a move in the best interest of the Department, such volunteer(s) may be asked for, but are not a requirement for transfer(s). Any change pursuant to this section will be subject to the approval of the Fire Chief.

4. Should some shift(s) not have certified employees, then other employees may be requested to work in the higher classification if they meet the minimum qualifications required to apply for that classification.

5. Seniority by shift with the approval of the Fire Chief or designee.

11. HOLIDAYS

11.1 Holiday Benefit for Forty (40) Hour Workweek Employees

The holidays to be observed are as follows and employees who work a forty (40) hour workweek schedule shall not be required to be on duty unless the Department has so indicated:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Indigenous Peoples Day	2nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday and Friday in November
Christmas Eve	December 24
Christmas Day	December 25

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In addition to the designated holidays above, employees will receive one (1) floating holiday each year. It is understood that holidays for forty (40) hour workweek fire personnel are based on an 8-hour shift or 10-hour shift depending on the employee's regularly scheduled workday and that holiday pay is calculated on that basis. Holidays shall also include every day proclaimed by the President of the United States, Governor of California or governing body of the Department as a public holiday and every day declared as a national day of mourning or special day, when approved by the Governing Body. When a holiday occurs on Sunday, the following Monday shall be observed. If the holiday occurs on Saturday, the previous Friday shall be observed. If the holiday occurs on an employee's regularly scheduled day off, equivalent (hour for hour) compensatory time off shall be granted, or straight-time overtime shall be paid if the compensatory time cap has been reached.

11.2 Forty (40) Hour Employees

If a forty (40) hour workweek employee is required by the Department to work on any of the above holidays, then in lieu of holiday pay he/she shall be granted two (2) times his/her regular rate of pay or compensatory time off at double time up to the maximum level as specified in Section 8.6, at the option of the employee.

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

Employees who work a fifty-six (56) hour workweek schedule shall be entitled to thirteen (13) holidays.

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Indigenous Peoples Day	2nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve Day	December 31

For purposes of shift personnel, payment is based on twelve (12) hours for each holiday for a total of 156 hours annually. Holiday pay is paid out each pay period and calculated by dividing 156 hours by 26 pay periods, and multiplying that by the base hourly rate plus any applicable paramedic and education pay. These holidays are separate from the vacation benefits listed in Section 12.

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11.4 Mandatory Overtime on Holidays

Double time, two (2) times the standard rate of pay, will be paid to any personnel who are ordered to work (mandatory) overtime on the following four holidays: Christmas Eve, Christmas Day, Easter and Thanksgiving.

12. VACATION

12.1.1 Vacation Eligibility

Fifty-six (56) hour employees and forty (40) hour per week employees shall be entitled to annual vacation leave with pay.

12.1.2 Employees will not be allowed to use vacation leave prior to actual accrual.

12.1.3 In the event an employee regularly assigned to a fifty-six (56) hour per week schedule is thereafter assigned to a forty (40) hour per week schedule, the total currently accrued hours of vacation will be carried over in the employee's leave bank. The employee will then be placed in the corresponding forty (40) hour employee accrual schedule at their existing seniority accrual rate.

40 Hour Employee Vacation Schedule

Years of Service	Bi-Weekly Accrual Rate	Annual Hours of Vacation	Additive Amount
Entry	3.69	96	
5th Anniversary	4.93	128	+40
10th Anniversary	6.16	160	
11th Anniversary	6.16	160	+8
12th Anniversary	6.16	160	+8
13th Anniversary	6.16	160	+8
14th Anniversary	6.16	160	+8
15th Anniversary	7.39	192	+8
20th Anniversary	8.0	208	+16

56 Hour Employee Vacation Schedule

Years of Service	Bi-Weekly Accrual Rate	Annual Hours of Vacation	Additive Amount
Entry	5.54	144	
3rd Anniversary	5.54	144	+60
5th Anniversary	7.39	192	
10th Anniversary	9.23	240	
11th Anniversary	9.23	240	+12
12th Anniversary	9.23	240	+12
13th Anniversary	9.23	240	+12
14th Anniversary	9.23	240	+12
15th Anniversary	11.08	288	+12
20th Anniversary	12.0	312	+24

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Vacation accrual rates change on an employee's anniversary date.

12.2 Vacation Accumulation

Earned vacation time may be accumulated to a maximum of two (2) times an employee's annual accrual. Once an employee reaches the cap, the accrual will stop until the employee uses vacation leave and drops below the maximum.

12.3 Vacation Cash Out

Employees assigned to a 40-hour work schedule are eligible to submit a request to cash out up to 40 hours accrued vacation pay two times per calendar year. The employee must have a minimum balance of 100 hours as of December 31 of the election year to be eligible. Eligible 40-hour employees who elect to participate will complete a form between December 1 and December 31 of each year, indicating the number of vacation hours they will cash out the following calendar year.

Vacation hours cashed out applies only to hours earned in the following calendar year. Payment of vacation hours elected for cash out will be on the first paycheck in June and December of the year following the election. Vacation must be accrued before it is used. Elections are irrevocable.

12.4 Employees shall continue to accrue vacation as long as they are on a paid leave of absence, until they reach the cap. An employee who is on an unpaid leave of absence will not accrue vacation.

12.5 Vacation Scheduling

Vacations shall be scheduled yearly by employees with the approval of the Fire Chief. The Vacation Scheduling Procedure as agreed by the Union and Fire Department Management shall remain in effect for the duration of this Memorandum of Understanding. The Vacation Scheduling Procedure is located in the Policy Manual and is subject to change by mutual agreement.

12.6 Holiday During Vacation – 40-hour Employee

In the event one (1) or more holidays occur during vacation leave of an employee who receives holiday time off, such holiday(s) shall not be charged as vacation leave.

12.7 Vacation Accrual for Laterals

Lateral hires will receive credit for their total years of full-time service in a classification of Firefighter or greater, in determining their vacation accrual rate.

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13. EDUCATION PAY

13.1 The educational provisions apply to all employees covered under this Memorandum of Understanding.

13.2 Education pay shall be considered as wages for the purposes of computing overtime and holiday pay.

13.3 Emergency Medical Technician (EMT)

Firefighters and Fire Captains shall maintain certification as EMT. The base salary range as indicated in Appendix A-1 is stipulated to include a 3.5% differential for EMT certification. Fire Inspectors have the option to not maintain certification as an EMT. If a Fire Inspector chooses not to maintain an EMT, the employee will not be eligible to receive the 3.5% salary differential. If a Fire Inspector chooses to maintain an EMT, the employee will receive the 3.5% and will be eligible for all benefits given to other Department EMTs. If choosing not to maintain EMT, Fire Inspectors must maintain CPR, First Aid and AED certifications.

13.3.1 EMT Certificate

The Department will provide on-duty training for EMT recertification and defibrillator recertification. No educational benefits will be lost by an employee in the event that recertification classes cannot be scheduled before employee's certification expires.

13.4 Paramedic Educational Incentive

Paramedic Education Incentive pay is described in section 7.10 under Paramedic Program.

13.5 Educational Incentive Plan

For employees hired before May 1, 2012, the following-mentioned college credits must have been earned at or accepted by an accredited California school, college or university in the field of fire science or related subject leading to an A.S. or A.A. degree in Fire Science, subject to approval of the Fire Chief.

13.5.1 Employees who have completed 15 college units (12 of which must be in Fire Science) shall receive 2.5% additional pay.

13.5.2 Employees who have completed 30 college units (24 of which must be in Fire Science) shall receive 5.0% additional pay.

13.5.3 Employees who have completed 60 college units (48 of which must be in Fire Science) shall receive 7.5% additional pay.

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For employees hired after May 1, 2012, the Educational Incentive Plan shall be as described in Appendix C only. The Plan described in Sections 13.5.1 – 13.5.3 only applies to those employees hired prior to May 1, 2012.

13.6 The total cap of educational incentive pay that an employee may receive pursuant to section 13.5 is 7.5%.

13.7 Tuition Reimbursement

The Department will reimburse up to $2,000 per calendar year for Department-approved tuition expenses, conference registration fees and job-related classes or course work. General education courses towards an Associate or Bachelor's degree shall be considered job-related.

14. SICK LEAVE FOR EMPLOYEE

14.1 Sick Leave Defined

Sick Leave is defined as absence from duty with pay for the employee's own illness or injury, diagnosis, care or treatment of an existing health condition or for the employee's own preventative care, including routine medical, optical and dental appointments.

Sick Leave may also be used to obtain relief or services related to being a victim of domestic violence, sexual assault or stalking, in accordance with state law, including the following with appropriate certification of the need for such services:

- A temporary restraining order or restraining order.
- Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking

14.2 Sick Leave Accrual

Full-time 56-hour regular and probationary unit members shall accrue sick leave at the rate of one hundred fifty-six (156) hours (six and one-half (6.5) 24-hour shifts) per calendar year. Full time 40-hour regular and probationary unit members shall accrue sick leave at the rate of one hundred and four (104) hours per calendar year. There shall be no maximum limit on the number of hours of sick leave an employee can accrue. An employee who is on paid leave shall continue to earn sick leave credit. An employee who is on leave without pay shall not accrue sick leave credit. Sick leave shall accrue during an absence that is a result of occupational disability resulting from employer service.

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14.3 Sick Leave Usage

Sick Leave with pay shall be granted to all full-time regular and probationary employees to a maximum of the hours accrued. Sick leave may be used on an hour for hour basis. Sick leave may only be used in accordance with this Section and State law.

Employees may use their accrued sick leave for eligible FMLA/CFRA leave, Pregnancy Disability Leave, and New Parent leave.

14.4 Sick Leave for Care of Family

14.4.1 Employees may use sick leave for attendance upon a member of his or her immediate family, as defined in this section, who is seriously ill and requires care by the employee and/or visitation by the employee at the hospital.

For purposes of this subsection "immediate family" means:

- Parent (biological, adoptive, foster-parent, stepparent, grandparent or legal guardian of an employee or the employee's spouse, or domestic partner (upon submission of a written affidavit for domestic partnership or notarized Declaration of Domestic Partnership filed with the California Secretary of State) or a person who stood in loco parentis when the employee was a minor child);

- Spouse or domestic partner (upon submission of a written affidavit for domestic partnership or notarized Declaration of Domestic Partnership filed with the California Secretary of State);

- Child (biological, adopted, foster-child, stepchild, grandchild, legal ward or child to whom the employee stands in loco parentis);

- Sibling; and

- Designated person (identified by employee at the time leave is requested and employee is limited to one (1) "designated person" per 12-month period)

14.4.2 A 40-hour workweek employee may use up to two hundred (200) hours and a 56-hour workweek employee may use up to two hundred and forty (240) hours of sick leave in a calendar year to care for immediate family as defined in this section. However, if extenuating circumstances exist, at the discretion of the Fire Chief or their designee, a reasonable extension of the two hundred (200) hours for a 40-hour workweek employee or two

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hundred and forty (240) hours for a 56-hour workweek employee may be granted.

14.4.3 Holiday During Sick Leave

For a forty (40) hour workweek employee, in the event one (1) or more holidays fall within a period of such employee's illness or sick leave, such holiday shall not be charged against the employee's sick leave balance.

Additionally, if a holiday falls within a period during which an employee is on sick leave to care for an immediate family member, the holiday shall similarly not be charged to the employee's sick leave balance.

14.5 Sick Leave Upon Retirement

Upon death, full-service retirement, or disability retirement, an employee shall be paid up to one-half (1/2) of 1200 hours of accumulated sick leave to a maximum payout of 600 hours for 56-hour work week employees, or up to one-half (1/2) of 860 hours of accumulated sick leave to a maximum payout of 430 hours for 40-hour per week employees. Payment of unused sick leave hours shall be made at the employee's standard hourly rate of pay. All payments pursuant to this section shall be shall reduce the sick leave available for service credit for unused sick leave as provided by the Department's contract with CalPERS.

14.6 Light duty instead of Sick Leave

Employees who are on sick leave may request to be assigned by the Chief to light duty subject to work limitations as prescribed by a treating physician, on a case-by-case basis. The decision to permit a light duty assignment rests exclusively with the Fire Chief but shall not be unreasonably withheld. Light duty shall be allowed for hours worked. For fifty-six (56) hour workweek personnel, sick leave hours will not be charged if the employee chooses to work a forty (40) hour workweek.

The normal assignment for light duty will be between the hours of 0800 and 1800. If the employee chooses to work light duty on the shift schedule, only the hours worked (between 0800 to 1800) will be deducted from their sick leave usage.

Exceptions to this section may be made if they are in the best interests of the Department and approved by the Fire Chief.

14.7 Sick Leave and Vacation Conversion

Employees have the opportunity to roll over accrued sick leave and vacation leave, calculated at the employee's standard hourly rate, into their existing 457 account each year. These rollovers are counted toward the annual 457 limit, as set by the IRS annually. (Over 50 catch-up and other additional contribution amounts are not eligible for this program.) Any conversion of accrued sick or

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vacation leave is counted toward that maximum; if an employee requests to roll over more than the annual 457 cap, only the amount up to the cap will be converted.

Sick leave
Annual conversion amount = maximum 300 hours.
Maximum lifetime amount = maximum 600 hours.

Each hour of leave the employee converts pursuant to this section, is deducted from the total amount of sick leave payout eligible upon retirement pursuant to Section 14.5. For example, if over the course of an employee's employment he/she converts 600 hours of sick leave into the 457 plan, that employee is not eligible to be paid out any sick leave upon retirement. Only accrued sick leave is eligible for conversion. The employee must have a remaining accrual of 240 hours of sick leave after the conversion, in order to be eligible to participate.

If the employee is retiring within the upcoming fiscal year, the 300-hour annual cap does not apply. Request for this conversion must still be submitted by March 1. If the request is not submitted by this date and the employee retires within the upcoming fiscal year, the option to convert to the 457 plan is not available.

If an employee separates employment from the Department prior to retirement and has participated in the Leave Conversion program, a number of hours equal to the dollar amount that was originally converted to the 457 will be deducted from the employee's accrued vacation leave bank. If the employee does not have enough hours in the accrued bank to cover the deduction, the employee agrees to reimburse the Department the remaining balance.

Vacation leave
Only accrued leave is eligible for conversion.

Procedure

1. Request must be submitted to HR by March 1 of each year.
2. Approved conversions will take place in July of that same year.
3. Employee's leave banks will be reduced by the amount converted to the 457 plan.

15. LEAVES OF ABSENCE

15.1 Industrial Accident Leave

Industrial accident leave means the absence from duty of an employee because of work-incurred illness or bodily injury when such absence has been accepted for

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coverage under the provisions of the Worker's Compensation laws of the State of California, and such leave shall not be deducted from the employee's sick leave balance. As a condition of receiving pay under this rule, the employee shall be required to assign or endorse to the Department any temporary disability compensation received as a result of the Workers' Compensation Insurance Program during such period of pay for the Department. Safety employees shall be provided benefits pursuant to Section 4850 of the Labor Code of the State of California and other applicable State law.

15.1.1 Benefits During Disability

No represented employee shall be denied the normal accrual of vacation or sick leave benefits during a period of disability covered by Section 4850 of the Labor Code.

15.1.2 Light Duty while on Industrial Accident Leave

Employees who are on accepted Industrial Accident leave may be assigned by the Department to light duty subject to any work restrictions established by the treating physician. From the date of injury, for the first sixty (60) calendar days any light duty shall be on a shift (56- hour workweek) basis, if the employee is on that shift basis at the time of injury. The light duty assignment will normally be between the hours of 0800 and 1800.

For injuries lasting over 60 calendar days, the light duty shall be on a 40-hour work schedule, which may be 4-10 hour days if approved by the Fire Chief. If any employee re-injures the same injury, the date of the original injury shall be used for computing the 60 calendar days. The employee may request that the Fire Chief waive the 40-hour light duty schedule based on personal hardship. This request must be approved by the Chief Administrative Officer.

Exceptions to this section may be made if they are in the best interests of the Department and approved by the Fire Chief.

15.2 Military Leave

Military leave shall be granted by the Department in accordance with the provisions of State and Federal laws. Full details of the Military Leave are set forth in the Personnel Rules and shall apply to members of this unit.

15.3 Family and Medical Leaves

Employees are entitled to twelve (12) weeks of Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) leave in a twelve (12) month period providing the employee meets the eligibility requirement of the leave(s). During this period, the employee may be able to use accrued leaves/CTO

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to receive pay. During FMLA or CFRA leaves, the Department is required to maintain benefit coverage for the employee, providing the employee pays any portion of the premium not covered by the Department's premium contribution. Upon returning from FMLA or CFRA, the Department is required to reinstate the employee to the same or equivalent position. In maternity leave situations, the Department is required to comply with all applicable pregnancy leave laws which could allow up to a maximum of four (4) months of Pregnancy Disability Leave in addition to other FMLA or CFRA leaves.

15.4 Other Leaves of Absence With or Without Pay

The Chief Administrative Officer may, for good cause, grant other leaves of absence with or without pay. At the end of this period, if the employee does not return to their former position, all employment rights shall be deemed terminated.

15.5 Jury Duty Leave

Employees called and required to report to jury duty shall be excused from all assigned duties until released by the court. Employees may be required to provide a notice of jury duty service (jury summons) or notice provided by the court and shall be compensated for their full salary.

15.6 Absence Without Leave

Failure on the part of any employee, absent without leave, to report to duty at his/her regularly scheduled starting time may be cause for disciplinary action. Failure to report for work or call in for three (3) consecutive shifts shall be considered job abandonment and constitute as grounds for termination under Section 34.4 of this Agreement. An employee may appeal the job abandonment action in accordance with the Section 33, Grievance of this Agreement.

15.7 Bereavement Leave

In the event of a death in the immediate family of an employee, absence from duty shall be allowed not to exceed forty (40) hours for 40-hour workweek employees and one hundred and twenty (120) hours for 56-hour workweek employees. For the purposes of this rule "immediate family" means employee's parent, sibling, spouse, registered domestic partner, child, grandparent, grandchild, or the same relatives of a spouse or registered domestic partner; employee's, spouse's or registered domestic partner's stepfamily (parent, sibling, child, grandparent, grandchild); former legal guardian, or immediate household member. Bereavement leave must be taken within three months of the death, and must be used in increments of no less than eight (8) hours for 40-hour workweek employees and no less than 12 hours for 56-hour workweek employees. The Fire Chief can approve additional leave for special circumstances, however any authorized leave with pay shall be chargeable to compensatory time, sick leave or vacation leave, at the election of the employee..

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In the event of the death of a relative not a member of the immediate family, absence from duty shall be allowed not to exceed twenty-four (24) consecutive hours. Leave must be taken within four weeks of the death and in increments of no less than eight (8) hours for 40-hour workweek employees and no less than twelve (12) hours for 56-hour workweek employees. Special consideration will also be given to any other person whose association with the employee was similar to the aforementioned relationships.

Such absences shall not be charged to sick leave.

15.8 Catastrophic Leave

15.8.1 Purpose

To provide a means for employees to donate personal leave time to other fellow employees who are experiencing a catastrophic life event, are unable to work and have fully exhausted accrued leave time.

15.8.2 Procedure

Leave credits may be transferred from one or more donating employees to another receiving employee under the following circumstances:

15.8.2.1 The receiving employee or his/her immediate family member has sustained a serious illness or injury expected to last 30 days or more, and the employee has exhausted, or is anticipated to exhaust, all of his/her paid accrued leave.

15.8.2.2 The receiving employee has requested participation in catastrophic leave in order to continue in pay status and this request has been approved by the Fire Chief, who may require medical verification of the condition and expected period of absence.

15.8.2.3 Other employees have applied to donate vacation, compensatory time and/or holiday time to the employee by submission of the Catastrophic Leave Time Donation form. Donations must be four hours or more and will be taxed in accordance with Federal and State law.

15.8.2.4 The Department will transfer such time from the donating employees, converting it to the receiving employee's sick leave balance on an hour-for-hour basis to be used at the receiving employee's pay rate.

15.8.2.5 Transfer of such time will be irrevocable, except in the event of the untimely death of the receiving employee, in which

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case, any unused donated time will be returned to donating employees on a last- donated, first returned basis.

15.9 Right of Employee to Retain Position

When leave of absence with or without pay is granted, the employee shall be restored to the position or an equivalent position vacated by him or her at the expiration of his or her leave.

16. HEALTH AND WELFARE

16.1 Medical

Medical insurance is provided in accordance with CalPERS Public Employees' Medical and Hospital Care Act (PEMHCA). During the term of the contract, the maximum Department contribution to the employee's monthly medical premium shall be a maximum of 95% of the three-party basic premium for the Kaiser Bay Area region as offered by the CalPERS health program. The maximum Department contribution is inclusive of the PEMHCA statutory minimum, as prescribed by Government Code Section 22892. Should there be any changes to the availability of Kaiser, the Union and Department will mutually agree on a replacement plan.

Employees are responsible for the difference between the Department maximum contribution and any higher premium plan selected by the employee.

Employees who have alternate coverage such as coverage through a spouse's employer's plan (NOT individual coverage) are eligible to receive cash in lieu of medical insurance at a rate of $200 per month. Employees must submit a waiver form and provide proof of alternate coverage annually to remain eligible for this program.

16.2 Dental

The Department provides a Dental Reimbursement Plan.

The maximum annual reimbursement is $2,000 per year for employees. The maximum annual reimbursement for eligible family members is $1,500 per dependent. Coverage for orthodontia is included in the annual maximums. Retiree benefits are not available.

Effective October 2025, the Department and the Union will form a Dental and Vision Subcommittee to explore alternative dental and vision coverage and benefit options for represented employees. Any changes to the existing dental and vision benefits will be by mutual agreement.

16.3 Vision

Employees and their eligible dependents shall be covered by a Vision Care Reimbursement Plan. Expenses covered include one eye exam per year and glasses or

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contacts. The maximum reimbursement for frames/lenses is $435 per year. Each eligible dependent receives the same coverage, except that reimbursement for frames/lenses is 50% of the employee's allowance.

Effective October 2025, the Department and the Union will form a Dental and Vision Subcommittee to explore alternative dental and vision coverage and benefit options for represented employees. Any changes to the existing dental and vision benefits will be by mutual agreement.

16.4 Life

16.4.1 Department shall provide and pay for life insurance of seventy-five thousand dollars ($75,000) coverage for members of the bargaining unit.

16.5 Flexible Health Spending Account (IRC Section 125)

Department will provide a Flexible Medical Spending Account option that employees may use to pay qualified medical and dependent care expenses in accordance with State and Federal law.

17. ANNUAL UNIFORM ALLOWANCE

17.1 Employees receive $850.00 per fiscal year, or $32.69 per pay period for uniform allowance. The allowance will be paid in accordance with CalPERS guidelines.

17.2 The Department shall provide and maintain all employees with required safety equipment. The Department shall provide two (2) sets of structural firefighting turnouts (i.e., bunker boots, turnout pants, and coat) for each employee. As uniform sets are replaced, each employee will retain their serviceable turnouts as a spare.

Employees who fail to care for and maintain a proper uniform or safety equipment are subject to appropriate disciplinary action.

18. EXCHANGE OF ON DUTY TIME

Upon the approval of the Fire Chief or his designee, represented employees shall be allowed to exchange on-duty time. In no event shall the exchange of on duty time result in additional overtime or the compounding of overtime.

19. PROBATIONARY PERIOD

19.1 All original appointments other than Lateral Firefighters shall be tentative and

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subject to a probationary period of eighteen (18) months of actual service from the date of appointment. All lateral firefighter appointments shall be tentative and subject to a probationary period of twelve (12) months of actual service from the date of employment. Upon satisfactory completion of such probationary period, employees shall be appointed as regular employees. The probationary period of an employee whose work is unsatisfactory, who is absent from work due to industrial injury, or temporarily assigned to perform modified or light duty may be extended by the same amount of time as the absence, or in the case of unsatisfactory performance, by an amount determined by the Fire Chief adequate to allow the employee opportunity to improve performance to satisfactory levels.

The Fire Chief may extend an employee's probationary period by up to six (6) months. Notice of any such extension will be provided in writing to the employee in advance of completion of the probationary period. The extended probationary period shall not exceed eighteen (18) months for Lateral Firefighters and twenty-four (24) months for all others of active-duty service. Extension of probation may result in the employee's anniversary date for future step increases to be moved to coincide with the new ending of the probation period.

19.2 Employees may be suspended or separated from the Department at any time during the probationary period, except as otherwise provided by law.

19.3 All promotional appointments shall be tentative and subject to a probationary period of one (1) year from date of appointment. Upon satisfactory completion of such probationary period, employees shall be appointed as regular employees.

19.4 Any regular employee rejected during the probationary period following a promotional appointment, or prior to the conclusion of the probationary period, shall be reinstated to the position from which they were promoted unless conditions warrant their dismissal.

20. LAYOFF AND RE-EMPLOYMENT

20.1 Layoffs Impacting Regular-Status Employee

Regular-status employees may be laid off, without prejudice, due to lack of funds or curtailment of work. No regular-status employee, however, may be separated while there are temporary employees serving in the same class or position in the Department service.

20.2 Layoff and Reinstatement

When a reduction in the number of budgeted positions is made , layoff shall be made in accordance with the following rules:

20.2.1 Layoffs shall be by job classification according to reverse order of seniority

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as defined in the "Seniority" section of this Memorandum of Understanding. Fire Captains seniority will be determined by the Fire Captain seniority section of this agreement.

20.2.2 The employee to be laid off may displace the least senior employee in the lateral or next lower classification in which he/she previously held permanent status, provided the displaced employee has less total continuous Department service.

20.2.3 An employee may demote or transfer to a vacant position for which he/she possesses the necessary skills as determined by the minimum qualifications and job specifications for the position.

20.2.4 The name of each employee laid off shall be entered on a Reinstatement List in order of seniority for three (3) years.

20.3 Former employees appointed from a Reinstatement List shall be restored all rights accrued prior to being laid off such as sick leave, vacation credits and credit for years of service. However, such reinstated employees shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off.

20.4 The Department further agrees to meet and confer with the Union as prescribed by the MMBA prior to said layoff. .

21. PROMOTION

21.1 Promotional Appointments

Insofar as is practicable and consistent with the best interests of the Department, vacancies in higher positions shall be filled by promotion from within the Classified Service, after a promotional examination has been given and an eligibility list established.

21.2 Duration of Lists

Each eligibility list shall remain in effect for a period of one (1) year. When deemed necessary and in the best interest of the Fire service, the Chief Administrative Officer (CAO), or designee may elect to keep the eligibility list in effect for an additional period not to exceed one year. A statement of the reasons for any such extension shall be entered in the records of the Human Resources Office. At the direction of the CAO, or designee, a list may be deemed exhausted if there are two (2) or fewer eligibles on the list. No person who appears on an eligibility list is guaranteed employment with the Department. The CAO or designee may opt not to hire any and/or all persons whose names appear on eligibility list.

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21.3 Notification of Examination Results

All applicants who complete the promotional examination process which utilizes a banded system for a position in a given classification shall be given written feedback from the Deputy Chief on elements of performance in each graded portion of the examination. If a banded system is not used in the examination process, applicants will be provided notice of his/her numerical scores, and if successful, notice of his/her placement on the employment list.

21.4 Promotional Tests

The Department shall provide advance notice to the Union of any proposed revision of test scoring procedures for promotional exams.

21.5 Temporary Appointments

When any classified position as specified in Section 1 of this agreement is to be filled and the eligibility list is exhausted, the Fire Chief may make a temporary appointment of a person who shall hold such appointment for not longer than ninety (90) days in a 12-month period unless otherwise extended with approval of the Governing Board of the Department. The purpose of a temporary appointment shall be to allow time for an eligible list to be established.

22. PERSONNEL FILES

Each employee shall have the right to inspect and review any record relating to his performance as an employee or to a grievance concerning the employee, which is kept or maintained by the Department. The contents of such records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the Human Resources Department.

An employee shall receive a copy of any written reprimand or warning prior to it being placed in the employee's personnel file

The Department shall provide an opportunity for the employee to respond in writing or personal interview 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 his/her permanent personnel record. No information shall be placed in a personnel file without the knowledge of the employee, preferably with the employee's signature and date.

23. RELEASE OF INFORMATION

The Department shall release information to creditors or other persons only upon proper identification of the inquirer and acceptable reasons for the inquiry. Information then given is limited to verification of employment, length of employment and verification

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of salary information if the person inquiring first indicates the correct salary to the Department. Release of more specific information will only be as provided by Statute or as authorized by the employee.

24. OUTSIDE EMPLOYMENT

Outside employment by a Department employee shall be a privilege subject to the approval of the Chief Administrative Officer or the Fire Chief.

Unless otherwise provided in writing, when a person accepts employment with the Department, the Department shall always be considered the employee's primary employer. Working at a second job during on-duty hours at the Central County Fire Department is prohibited absent approval of the Fire Chief or designee. In no event shall an employee receive compensation from both the Department and an outside employer for the same hours.

The Department will not take adverse employment action against any employee for engaging in lawful conduct occurring during nonworking hours away from Department premises. If an employee's outside employment results in working the second job during on-duty Central County Fire Department hours, adversely affects his or her performance on the job, creates a conflict of interest, or has a determinantal effect on any one or all of an employee's job duties while at work, he/she may be subject to disciplinary action up to and including termination.

For the purposes of this policy, self-employment is considered secondary employment.

All employees holding or considering secondary employment must complete a Secondary Employment form and submit it to the Fire Chief before accepting the secondary job in order to ensure that the job will not create, interfere or cause a conflict of interest with the proper performance of their duties.

25. TRAVEL EXPENSE REIMBURSEMENT

If written prior approval has been obtained from the Department, personal expenses incurred shall be reimbursed. These reimbursements shall be based on the most economical means of travel but if use of a personal auto is authorized, payment shall be at the rate of using the published Internal Revenue Service Standard for business miles at the time the expense was incurred. The cost of food at meetings shall be reimbursed. If required to stay overnight or nights, the Department shall reimburse the employee for all lodging and necessary expenses.

26. SAFETY COMMITTEE

The Department and the Union agree to cooperate to the fullest extent in the promotion of safety.

The Safety Committee shall be comprised of Union members and representatives from

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Administration. The Safety Committee shall meet quarterly, with additional meetings scheduled based on need. The duties and responsibilities of the Safety Committee are contained in the Policy Manual.

27. SENIORITY

27.1 Definition of Seniority

Seniority shall be determined by continuous service in the Department calculated from the date of employment. Continuous service shall be broken only by unauthorized leaves of absence, resignation, discharge or retirement. Employees with the same employment date shall be assigned to the seniority list in the order of their appointment.

27.2 Seniority of Fire Captains

The seniority within the rank of Fire Captain will be determined by the date the employee was promoted to the classification of Fire Captain. In the event two or more employees have the same date of promotion, their seniority will be determined by their order of appointment to the rank of Fire Captain.

27.3 Seniority Lists

The Department shall keep up-to-date seniority lists of all employees covered by this Agreement which shall be available upon request. This provision is for the convenience of the parties and in case of any disputes concerning the accuracy of the list, the grievance procedure may be utilized.

28. VOLUNTARY DEMOTION AND RESIGNATION

28.1 Voluntary Demotion

Employees may request a demotion for personal or professional reasons by submitting a written request to the Fire Chief. An employee must have previously held non-probationary status in the lower classification/rank to request a demotion. A voluntary demotion cannot be made unless there is a vacant position.

28.2 Resignation

An employee wishing to leave the service in good standing shall file with the Fire Chief a notice of intention to leave the service. The written resignation shall state the effective date and reasons for leaving. When a resignation has been received and accepted by the Fire Chief, it shall be irrevocable by the employee. The Fire Chief or designee maintains the sole discretion, based on a number of factors, including, but not limited to, staffing and other operational needs, to consider an employee request to rescind their resignation and approve or not.

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29. REHIRE PROCEDURE

29.1 The Fire Chief shall make the final decision in representing the Department's position on rehiring an employee.

29.2 Any rehiring of a past employee must be approved by the Governing Board.

29.3 A physical examination will be required.

29.4 Psychological evaluation may be required.

29.5 A probationary period of one (1) year will be a condition of re-employment for any employee wishing to return to their position after being separated from Department employment for more than six (6) months. A returning employee is required to take training appropriate to the amount of time of his/her absence.

29.6 Upon successful completion of the probationary period, the employee shall regain his/her vacation accrual rate and sick leave balance when they left the Department.

29.7 Employees reinstated after six (6) months from the effective date of their resignation shall not retain their Departmental seniority. Department accrued benefits shall be determined on total years of service.

29.8 Anyone rehired will not be allowed to take a promotional examination during their probationary period.

29.9 Persons resigning from the Central County Fire Department will lose their position on all promotional lists.

30. RETIREMENT

30.1 The Department will maintain a contract for the 3% @ 55 benefit for Safety employees designated as "Classic" Members by PERS. Safety employees designated as "New" Members by PERS will receive the 2.7% @ 57 benefit.

30.2 The Department shall maintain Credit for Unused Sick Leave. The employee, whose effective date of retirement is within four months of separation from employment, shall be credited at his/her retirement with 0.004 year of service credit for each unused day (8 hours) of accrued and unused sick leave. (GC Section 20965).

30.3 The Department shall maintain Cancellation of Payment for Optional Service Credit Upon Retirement for Industrial Disability (GC Section 21037)

30.4 The Department shall maintain Fourth Level of 1959 Survivor Benefits (GC Section 21574).

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30.5 The Department shall maintain Post-Retirement Survivor Allowance (GC Section 21624, 21626 and 21628) continuance level of one-half (1/2) of retired member's unmodified allowance payable to surviving spouses, which upon the death of a retiree will not cease upon remarriage of the surviving spouse (GC Section 21635).

30.6 The Department shall maintain One-Year Final Compensation (GC Section 20042) for "classic" employees, and a 3 Year Final Average Compensation for "new" employees, as defined by PERS.

30.7 Employees' PERS contributions, although designated as employee contributions, are being paid by the Department in lieu of contributions by the employee in accordance with IRC Section 414(h)(2); "Classic" employees shall pay the nine percent (9%) employee contribution, plus an additional four percent (4%) employee contribution for a total of 13% employee contribution.

"New" employees as defined by PERS shall pay 50% of the total normal cost of the retirement benefit.

30.8 The Department shall maintain Military Service Credit as Public Service (GC Section 21024).

30.9 The Department shall maintain Prior Service Credit (GC Section 20055).

30.10 The Department shall maintain Retired Death Benefit ($500) (GC Section 21620).

30.11 The Department shall maintain Death Benefit Continuation; death benefits will continue to be paid to the spouse or Registered Domestic Partner of a member who died prior to retirement should the spouse remarry (GC Section 21551).

30.12 Retiree Medical Contribution

Employees hired by the Department before May 1, 2012, who subsequently retire with a minimum of five (5) years of service with the Department will receive the PEMHCA employer monthly annuitant health contribution as provided by the Department's contract with CalPERS (PEMHCA Section 22892(c)), plus a retiree medical benefit contribution equivalent to the amount necessary for actual enrollment in a CalPERS single, two-party or three-party Kaiser Bay Area coverage. Any tax consequences associated with medical premium reimbursement are the responsibility of the retiree.

30.13 Retiree Medical for Employees Hired on or after May 1, 2012

Employees hired on or after May 1, 2012 shall receive the following contributions to a Retirement Health Savings Account, based on years of service with the Department.

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Years of Service	Dept Contribution
0 years of service to the end of the 4th year of service	2.0% of Base Salary
Beginning of the 5th year of service to the end of the 19th year of service	3.0% of Base Salary
Beginning of the 20th year of service or more	5.0% of Base Salary

Vesting for this program is 0% until the end of year 4; then 100% vested as of the beginning of the 5th year.

Effective the first full pay period of July 2026, the above-referenced contributions to Retirement Health Savings Account, based on years of service with the Department, will be adjusted as follows:

Years of Service	Dept Contribution
0 years of service to the end of the 4th year of service	3.0% of Base Salary
Beginning of the 5th year of service to the end of the 10th year of service	4.0% of Base Salary
Beginning of the 11th year of service or more	5.0% of Base Salary

In addition, retirees hired after May 1, 2012, who subsequently retire with a minimum of five (5) years of service with the Department are eligible to receive the employer monthly retiree health contribution toward CalPERS health premiums as provided by the Department's contract with CalPERS (PEMHCA Section 22892(c)).

30.14 Rollover of Accumulated Leave Upon Retirement

Negotiating team will work with Human Resources to select a program that allows an elected rollover of accrued leaves upon retirement. This program will be available to all current and future employees.

31. STAFFING

31.1 A minimum of three (3) full-time suppression personnel shall be assigned to each company placed in service.

Staffing on the Truck will be by Department discretion with a minimum of three

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personnel.

31.2 For the purposes of this section, the term "assigned" shall mean participation in a group of employees who respond to all calls for service as a company.

31.1 In the event that the Department chooses to provide emergency response services that are not in existence at the time this agreement is implemented (e.g. ambulance transport, special rescue, etc.) the Department and the Union will meet and confer on the details of the program and the impact the service will have on the unit.

31.2 Staffing Guidelines

The Staffing Procedure shall be placed in the Policy Manual and be subject to change by mutual agreement.

32. SPECIAL PROVISIONS

Performance Reviews

Details of the Department Performance Review are contained in the Department Policy Manual. Regular step increases will be awarded based on an employee having had a satisfactory review within the last six (6) months.

33. GRIEVANCE PROCEDURE

33.1 Definitions

33.1.1 "Days" as used herein shall be days when Fire Administration is open for business.

33.1.2 A "grievance" is any dispute over the interpretation or application of any provision of this Memorandum of Understanding, or the application of any rules or regulations governing personnel practices or working conditions. A grievance may not be initiated to challenge the Department's proper implementation, modification or elimination of rules or regulations governing personnel practices and working conditions not specifically referenced or included in this MOU.

33.1.3 "Grievant" is an individual employee and/or employee organization adversely affected by any dispute over the interpretation or application of any provision of this Memorandum of Understanding or the application of any rules or regulations governing personnel practice or working conditions.

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33.2 Steps

33.2.1 Step 1 - The grievant shall discuss the grievance with his/her supervisor (Captain or Battalion Chief) within fifteen (15) days of actual or constructive knowledge of the existence of the grievance. The supervisor (Captain or Battalion Chief) shall orally answer the grievant within four (4) days.

33.2.2 Step 2 - If the grievant is dissatisfied with the answer and desires to pursue the matter, the grievance shall be submitted in writing to the Fire Chief or his/her designee within fifteen (15) days after receipt of the immediate supervisor's oral answer.

The written grievance must state the following:

- Name
- Classification
- Section or sections of Memorandum of Understanding allegedly violated
- Remedy sought

Within ten (10) days of receipt of the written grievance, the Fire Chief or his/her designee will meet with the grievant to discuss the grievance. The Fire Chief or his/her designee shall give a written answer to the grievant within five (5) days after the date of the Step 2 meeting.

33.2.3 Step 3 - If the grievance is not resolved at Step 2, it may be appealed to the Chief Administrative Officer of the Fire Department within fifteen (15) days after the receipt of the Step 2 answer. Said appeal shall be in the form of a written request to proceed to Step 3, along with the written grievance.

The Chief Administrative Officer or his/her designee shall meet with the grievant to discuss the grievance. The Chief Administrative Officer or his/her designee shall give a written answer to the grievant within ten (10) days after the date of the meeting.

33.2.4 Step 4 - If not satisfied with the decision at Step 3, the grievant, within fifteen (15) days after receipt of the Step 3 response, may request in writing that the grievance be submitted to mediation. The parties may mutually agree to proceed with mediation within five (5) days after the receipt of the request by the grievant. If the parties do not agree to mediate the grievance and the grievant elects to advance the grievance, the grievant may directly advance the grievance to Step 5 and skip Step 4 mediation. If, however, the parties mutually agree to mediation, the timeline to advance the grievance to Step 5 shall not begin to run until the conclusion of mediation.

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If the parties agree to proceed with mediation, the State Mediation and Conciliation Service (SMCS) shall be contacted to provide a mediator. Both parties must mutually agree to utilize the mediator proposed by SMCS. In the event either party does not accept the proposed mediator, another name shall be requested from SMCS.

The mediator shall work with both parties in an effort to achieve a mutually acceptable settlement. The mediator shall be allowed to caucus with each party to explore settlement options. The mediator's recommendations shall be given orally to the parties and shall be non-binding. No evidence regarding mediation efforts or the mediator's recommendations shall be introduced in any arbitration, judicial, or administrative proceeding.

33.2.5 Step 5 - If the grievant is not satisfied with the decision at Step 3 and elects to proceed directly to arbitration, or if the parties mutually agreed to mediation and were unable to settle the grievance at Step 4, the grievant, within fifteen (15) days after the receipt of the written decision at Step 3 or the conclusion of mediation at Step 4, shall inform the Department, in writing, of the grievant's intent to submit the grievance to arbitration.

An arbitrator shall be selected by mutual agreement. If no agreement can be reached within five (5) days of the notice, the parties shall request that SMCS provide a list of five (5) names of persons experienced in hearing grievances. Each party shall alternately strike a name until only one name remains. The order of strike shall be determined by lot. The decision of the arbitrator shall be final and binding upon all parties.

The arbitrator will have no power to add to, subtract from, change or modify any terms of this Agreement.

The fees and expenses of the arbitrator and any agreed upon court reporter shall be borne equally by the parties. If an individual pursues arbitration without the Union's participation, said individual shall share equally in the cost with the Department, except for arbitrations involving discipline for which the Department shall pay for all fees and expenses of the arbitrator. All other expenses shall be borne by the party incurring them.

33.3 Failure to Advance

The grievant's failure to advance a grievance to the next step within the time limits shall be a voluntary abandonment of the grievance and the grievant shall not thereafter be entitled to pursue said grievance. The grievance will be deemed settled.

The Department's failure to respond within the time limits set forth shall entitle the grievant to advance the grievance to the next step. Notwithstanding the

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timelines contained in this grievance procedure, the parties may mutually agree in writing to extend any timeline. The extension of a timeline in any instance does not constitute a waiver of the Department's right to enforce timelines thereafter.

33.4 Representation

A grievant shall be entitled to be represented by the Union and/or an attorney at any grievance meeting or discussion described in any one (1) of the steps of the grievance procedure; provided, however, in no event shall more than one (1) Department employee, in addition to the grievant, attend such grievance meetings. The limitations of this Section shall apply to employees on paid release time and not to Union staff or witnesses who may be necessary to the grievance.

Neither the grievant nor his/her representative shall suffer loss of pay for attending the meetings described in the steps of the grievance procedure.

Except for grievance meetings described in the steps of the grievance procedure, neither grievant nor any representative of the grievant shall be entitled to use regular work time to process the grievance.

33.5 Other Procedures

The grievance procedure set forth herein shall supersede and replace any other grievance or appeal procedures otherwise available to represented employees and are deemed sufficient to satisfy procedural due process requirements for such hearings and/or appeals. To the full extent permitted or allowed by State and Federal law, by submitting the grievance to arbitration, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. Both the Department and Union recognize that the decision rendered in the arbitration process is final and binding on all parties.

34. DISCIPLINE

The Department shall have the right to discipline employees for just cause.

Employees under investigation or subject to disciplinary action shall be afforded all rights provided by law (including the Firefighters Procedural Bill of Rights Act) as well as those provided in this MOU and Department policy.

Disciplinary actions are defined as written reprimands, suspensions, reduction in pay, demotions and dismissals imposed for reasons of punishment. Actions taken due to layoffs are not disciplinary actions, nor are performance evaluations and the corresponding withholding of step increases.

Any bargaining unit member directed to attend a meeting at which one of the issues is the proposed discipline of said member shall be entitled to Union representation at such

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meeting, provided such representation shall include no more than one Department employee in addition to the employee being disciplined. The limitation of this Section shall apply to employees on paid release time and not witnesses who may be necessary to the meeting.

All investigations shall be conducted without bias and all discipline shall be implemented in a fair and consistent manner.

A Department manager may, upon approval from Human Resources, relieve an employee from duty with pay. Such relief from duty may occur in order to maintain employee morale, safety or security of the workplace during an investigation to determine appropriate action concerning an employee.

34.1 Written Reprimand

The written reprimand will: document the date, time and place of the inappropriate behavior or performance; cite applicable personnel rule or administrative policy, or statutes, future expectations of the employee; and consequences should the inappropriate behavior or performance continue. Written reprimands will be placed in the official personnel file in Human Resources. Written reprimands shall be purged from the employee's personnel file after four (4) years unless there is subsequent discipline on similar grounds within the four (4) year period. An employee may submit a written response which shall be attached to the reprimand and placed in the employee's personnel file. Such response must be received by Human Resources within fourteen (14) calendar days of receipt of reprimand.

34.2 Suspension Without Pay

The Fire Chief may suspend without pay an employee from his/her position at any time for disciplinary purposes with just cause. Suspension without pay shall not exceed thirty (30) calendar days without confirmation by the Department's governing board. Such suspension shall be in accordance with applicable State and Federal laws. The employee shall be entitled to appeal the action in accordance with the grievance procedure of this Agreement.

34.3 Demotion

No regular-status employee shall be demoted for disciplinary reasons without just cause, and no employee shall be demoted to a position for which he/she does not possess the necessary skills as determined by the minimum qualifications and job specifications for the position. The Department shall give written notice of demotion to the employee fourteen (14) calendar days before the effective date of the demotion. The employee shall be entitled to appeal the action in accordance with the grievance procedure of this Agreement.

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34.4 Termination

A regular-status employee may be discharged for just cause. Such discharge shall be in accordance with applicable State and Federal laws. The employee shall be entitled to appeal the action in accordance with the grievance section of this Agreement.

34.5 Employees may appeal final discipline (post-Skelly) to final and binding arbitration pursuant to Section 33.2.5 of this MOU.

35. CONCERTED ACTIVITIES

It is agreed and understood that there will be no strike, work stoppage, slow down or refusal to perform job functions during the term of this Agreement.

36. LOCKOUT

The Department agrees not to engage in any lockout during the term of this Agreement.

37. EFFECT OF AGREEMENT

This Memorandum of Understanding shall supersede any prior Memoranda of Understanding, personnel rules, policies, regulations or ordinances in direct conflict with the provisions hereof.

38. MODIFICATION

There will be no alteration or modification of any provision contained in this Memorandum without the written consent of all parties hereto.

39. TOTAL AGREEMENT

This Memorandum of Understanding constitutes a full and complete agreement of the parties regarding the matters set forth herein.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Memorandum of Understanding.

Existing practices and other matters within the scope of representation pursuant to the MMBA (Government Code 3500 et seq.), that are not referenced in this Memorandum of Understanding, shall continue without change unless modified or abolished pursuant to the meet and confer process.

40. SEPARABILITY OF PROVISIONS

Should any section, clause or provision of this Memorandum of Understanding be

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declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

41. DURABILITY OF AGREEMENT

The terms of this agreement shall apply to the Union and also the City of Burlingame and the Town of Hillsborough, as separate jurisdictions. In the event the City and/or Town exercise their right to dissolve the limited joint powers authority governing the merged fire Department, the durability of agreement provision will apply.

Only the specific terms of this agreement that requires clarification due to the dissolution of the merged fire Department shall be subject to a negotiation process.

In the event that the City and/or Town exercise their right to dissolve the limited joint powers authority governing the merged fire Department, all employees that were previously employed by either of the entities shall return to their respective agency.

Employees hired by the joint powers authority will be assigned to one of the agencies on the basis of seniority. Beginning with the highest seniority employee, one employee will be assigned to the first agency (the first agency chosen by random lot). The next employee on the seniority list will be assigned to the second agency. This alternating of assigning employees shall continue until the list of employees is exhausted or until all positions within the individual agency are filled. Any employee of the JPA that is not placed in an individual agency may be subject to layoff.

42. PERSONNEL RULES

Rules and/or Procedures:
The Department's Personnel Rules and/or Procedures (adopted April 11, 2018 and as formally amended) supersede all interim Department personnel rules and the personnel rules of the City of Burlingame and the Town of Hillsborough.

43. TERM

The term of this agreement begins on July 1, 2025 and expires at midnight, December 31, 2028.

Either party may initiate the Meet and Confer process for the next subsequent Memorandum of Understanding; the moving party shall notify the other party in writing no earlier than one hundred twenty (120) days prior to the expiration of this MOU. The Meet and Confer process shall begin no later than ninety (90) days prior to the expiration of this MOU.

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44. LIMITED REOPENER UPON COMPLETION OF THE STRATEGIC PLAN

The parties mutually acknowledge that the Department is preparing a strategic plan that may implement significant changes to the Department's Technical Rescue Program. Upon completion of the strategic plan, the parties will promptly meet and confer to address necessary changes to the wages, hours, terms and conditions for employees that may participate in the Technician Rescue Program.

For the Department:

DocuSigned by:
Doug Davis
A6A4D8F0859C423...

Doug Davis, CCFD Chief Administrative Officer
City Manager, Town of Hillsborough

12/19/2025 | 12:09:33 PM PST

Date

Signed by:
Lisa K. Goldman
34DDB8C06D7C4A5...

Lisa K. Goldman
City Manager, City of Burlingame

12/19/2025 | 12:24:49 PM PST

Date

For the Union:

AJ Gibbons, CCFD Firefighters' Union Negotiating Team

12/19/25

Date

Elliot Hopkins, CCFD Firefighters' Union Negotiating Team

12/19/25

Date

Rob McNichol, CCFD Firefighters' Union Negotiating Team

12/17/25

Date

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Appendix A -- Salary Schedules

July 2025 - 4%								
For those hired prior to May 1, 2012			**A**	**B**	**C**	**D**	**E**	
Fire Fighter	Bi-weekly		**4,789.03**	**5,028.48**	**5,279.90**	**5,543.89**	**5,821.08**	
56 hour	Monthly		10,376.23	10,895.04	11,439.78	12,011.76	12,612.34	
7/14/2025	Annually		124,514.78	130,740.48	137,277.40	144,141.14	151,348.08	
Fire Fighter	Bi-weekly		**5,243.98**	**5,506.18**	**5,781.49**	**6,070.56**	**6,374.09**	
40 hour	Monthly		11,361.96	11,930.06	12,526.56	13,152.88	13,810.53	
7/14/2025	Annually		136,343.48	143,160.68	150,318.74	157,834.56	165,726.34	

For those hired after May 1, 2012		**Trainee**	**Probationary**	**A**	**B**	**C**	**D**	**E**
Fire Fighter	Bi-weekly	**4,146.34**	**4,353.66**	**4,789.03**	**5,028.48**	**5,279.90**	**5,543.89**	**5,821.08**
56 hour	Monthly	8,983.74	9,432.93	10,376.23	10,895.04	11,439.78	12,011.76	12,612.34
7/14/2025	Annually	107,804.84	113,195.16	124,514.78	130,740.48	137,277.40	144,141.14	151,348.08
Fire Fighter	Bi-weekly	**4,540.24**	**4,767.25**	**5,243.98**	**5,506.18**	**5,781.49**	**6,070.56**	**6,374.09**
40 hour	Monthly	9,837.19	10,329.04	11,361.96	11,930.06	12,526.56	13,152.88	13,810.53
7/14/2025	Annually	118,046.24	123,948.50	136,343.48	143,160.68	150,318.74	157,834.56	165,726.34
		total of 18 months		18 months	12 months	12 months	12 months	12 months

			A	**B**	**C**	**D**	**E**	
Fire Captain	Bi-weekly		**5,752.62**	**6,040.25**	**6,342.26**	**6,659.37**	**6,992.34**	
56 hour	Monthly		12,464.01	13,087.21	13,741.56	14,428.64	15,150.07	
7/14/2025	Annually		149,568.12	157,046.50	164,898.76	173,143.62	181,800.84	
Fire Captain	Bi-weekly		**6,241.59**	**6,553.67**	**6,881.35**	**7,225.42**	**7,586.69**	
40 hour	Monthly		13,523.45	14,199.62	14,909.59	15,655.08	16,437.83	
7/14/2025	Annually		162,281.34	170,395.42	178,915.10	187,860.92	197,253.94	
Fire Captain	Bi-weekly		**5,752.62**	**6,040.25**	**6,342.26**	**6,659.37**	**6,992.34**	
40 hour Training Assignment	Monthly		12,464.01	13,087.21	13,741.56	14,428.64	15,150.07	
7/14/2025	Annually		149,568.12	157,046.50	164,898.76	173,143.62	181,800.84	
Deputy Fire Marshal	Bi-weekly		**6,327.88**	**6,644.27**	**6,976.48**	**7,325.30**	**7,691.56**	
7/14/2025	Monthly		13,710.41	14,395.92	15,115.71	15,871.48	16,665.05	
	Annually		164,524.88	172,751.02	181,388.48	190,457.80	199,980.56	
Fire Inspector	Bi-weekly		**5,551.30**	**5,828.86**	**6,120.29**	**6,426.30**	**6,747.61**	
7/14/2025	Monthly		12,027.82	12,629.20	13,260.63	13,923.65	14,619.82	
	Annually		144,333.80	151,550.36	159,127.54	167,083.80	175,437.86	

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July 2026 - 4%

For those hired prior to May 1, 2012			A	B	C	D	E
Fire Fighter	Bi-weekly		**4,980.58**	**5,229.61**	**5,491.09**	**5,765.64**	**6,053.92**
56 hour	Monthly		10,791.26	11,330.82	11,897.36	12,492.22	13,116.83
7/13/2026	Annually		129,495.08	135,969.86	142,768.34	149,906.64	157,401.92
Fire Fighter	Bi-weekly		**5,453.73**	**5,726.42**	**6,012.74**	**6,313.38**	**6,629.05**
40 hour	Monthly		11,816.42	12,407.24	13,027.60	13,678.99	14,362.94
7/13/2026	Annually		141,796.98	148,886.92	156,331.24	164,147.88	172,355.30

For those hired after May 1, 2012		Trainee*	Probationary	A	B	C	D	E
Fire Fighter	Bi-weekly		**4,527.80**	**4,980.58**	**5,229.61**	**5,491.09**	**5,765.64**	**6,053.92**
56 hour	Monthly		9,810.23	10,791.26	11,330.82	11,897.36	12,492.22	13,116.83
7/13/2026	Annually		117,722.80	129,495.08	135,969.86	142,768.34	149,906.64	157,401.92
Fire Fighter	Bi-weekly		**4,957.94**	**5,453.73**	**5,726.42**	**6,012.74**	**6,313.38**	**6,629.05**
40 hour	Monthly		10,742.20	11,816.42	12,407.24	13,027.60	13,678.99	14,362.94
7/13/2026	Annually		128,906.44	141,796.98	148,886.92	156,331.24	164,147.88	172,355.30
		total of 18 months		18 months	12 months	12 months	12 months	12 months

			A	B	C	D	E
Fire Captain	Bi-weekly		**5,982.71**	**6,281.85**	**6,595.94**	**6,925.74**	**7,272.03**
56 hour	Monthly		12,962.54	13,610.68	14,291.20	15,005.77	15,756.07
7/13/2026	Annually		155,550.46	163,328.10	171,494.44	180,069.24	189,072.78
Fire Captain	Bi-weekly		**6,491.25**	**6,815.81**	**7,156.60**	**7,514.43**	**7,890.15**
40 hour	Monthly		14,064.38	14,767.59	15,505.97	16,281.27	17,095.33
7/13/2026	Annually		168,772.50	177,211.06	186,071.60	195,375.18	205,143.90
Fire Captain	Bi-weekly		**5,982.71**	**6,281.85**	**6,595.94**	**6,925.74**	**7,272.03**
40 hour Training Assignment	Monthly		12,962.54	13,610.68	14,291.20	15,005.77	15,756.07
7/13/2026	Annually		155,550.46	163,328.10	171,494.44	180,069.24	189,072.78
Deputy Fire Marshal	Bi-weekly		**6,580.97**	**6,910.02**	**7,255.52**	**7,618.30**	**7,999.22**
7/13/2026	Monthly		14,258.77	14,971.71	15,720.29	16,506.32	17,331.64
	Annually		171,105.22	179,660.52	188,643.52	198,075.80	207,979.72
Fire Inspector	Bi-weekly		**5,773.33**	**6,062.00**	**6,365.09**	**6,683.34**	**7,017.51**
7/13/2026	Monthly		12,508.88	13,134.33	13,791.03	14,480.57	15,204.61
	Annually		150,106.58	157,612.00	165,492.34	173,766.84	182,455.26

***Trainee removed from salary schedule and unit effective 7/12/26**

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July 2027 - 4%

For those hired prior to May 1, 2012			A	B	C	D	E
Fire Fighter	Bi-weekly		**5,179.80**	**5,438.79**	**5,710.73**	**5,996.27**	**6,296.08**
56 hour	Monthly		11,222.90	11,784.05	12,373.25	12,991.92	13,641.51
7/12/2027	Annually		134,674.80	141,408.54	148,478.98	155,903.02	163,698.08
Fire Fighter	Bi-weekly		**5,671.90**	**5,955.49**	**6,253.26**	**6,565.92**	**6,894.22**
40 hour	Monthly		12,289.12	12,903.56	13,548.73	14,226.16	14,937.48
7/12/2027	Annually		147,469.40	154,842.74	162,584.76	170,713.92	179,249.72

For those hired after May 1, 2012			Probationary	A	B	C	D	E
Fire Fighter	Bi-weekly		**4,708.91**	**5,179.80**	**5,438.79**	**5,710.73**	**5,996.27**	**6,296.08**
56 hour	Monthly		10,202.64	11,222.90	11,784.05	12,373.25	12,991.92	13,641.51
7/12/2027	Annually		122,431.66	134,674.80	141,408.54	148,478.98	155,903.02	163,698.08
Fire Fighter	Bi-weekly		**5,156.27**	**5,671.90**	**5,955.49**	**6,253.26**	**6,565.92**	**6,894.22**
40 hour	Monthly		11,171.92	12,289.12	12,903.56	13,548.73	14,226.16	14,937.48
7/12/2027	Annually		134,063.02	147,469.40	154,842.74	162,584.76	170,713.92	179,249.72
			18 months	18 months	12 months	12 months	12 months	12 months

			A	B	C	D	E
Fire Captain	Bi-weekly		**6,222.02**	**6,533.12**	**6,859.78**	**7,202.77**	**7,562.91**
56 hour	Monthly		13,481.04	14,155.09	14,862.86	15,606.00	16,386.31
7/12/2027	Annually		161,772.52	169,861.12	178,354.28	187,272.02	196,635.66
Fire Captain	Bi-weekly		**6,750.90**	**7,088.45**	**7,442.87**	**7,815.01**	**8,205.76**
40 hour	Monthly		14,626.95	15,358.31	16,126.22	16,932.52	17,779.15
7/12/2027	Annually		175,523.40	184,299.70	193,514.62	203,190.26	213,349.76
Fire Captain	Bi-weekly		**6,222.02**	**6,533.12**	**6,859.78**	**7,202.77**	**7,562.91**
40 hour Training Assignment	Monthly		13,481.04	14,155.09	14,862.86	15,606.00	16,386.31
7/12/2027	Annually		161,772.52	169,861.12	178,354.28	187,272.02	196,635.66
Deputy Fire Marshal	Bi-weekly		**6,844.22**	**7,186.43**	**7,545.75**	**7,923.04**	**8,319.19**
7/12/2027	Monthly		14,829.14	15,570.60	16,349.13	17,166.59	18,024.91
	Annually		177,949.72	186,847.18	196,189.50	205,999.04	216,298.94
Fire Inspector	Bi-weekly		**6,004.28**	**6,304.49**	**6,619.70**	**6,950.68**	**7,298.21**
7/12/2027	Monthly		13,009.27	13,659.73	14,342.68	15,059.81	15,812.79
	Annually		156,111.28	163,916.74	172,112.20	180,717.68	189,753.46

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July 2028 - 3%								
For those hired prior to May 1, 2012			**A**	**B**	**C**	**D**	**E**	
Fire Fighter	Bi-weekly		**5,335.19**	**5,601.95**	**5,882.05**	**6,176.15**	**6,484.96**	
56 hour	Monthly		11,559.58	12,137.56	12,744.44	13,381.66	14,050.75	
7/10/2028	Annually		138,714.94	145,650.70	152,933.30	160,579.90	168,608.96	
Fire Fighter	Bi-weekly		**5,842.05**	**6,134.15**	**6,440.86**	**6,762.90**	**7,101.04**	
40 hour	Monthly		12,657.78	13,290.66	13,955.20	14,652.95	15,385.59	
7/10/2028	Annually		151,893.30	159,487.90	167,462.36	175,835.40	184,627.04	
For those hired after May 1, 2012			**Probationary**	**A**	**B**	**C**	**D**	**E**
Fire Fighter	Bi-weekly		**4,850.17**	**5,335.19**	**5,601.95**	**5,882.05**	**6,176.15**	**6,484.96**
56 hour	Monthly		10,508.70	11,559.58	12,137.56	12,744.44	13,381.66	14,050.75
7/10/2028	Annually		126,104.42	138,714.94	145,650.70	152,933.30	160,579.90	168,608.96
Fire Fighter	Bi-weekly		**5,310.95**	**5,842.05**	**6,134.15**	**6,440.86**	**6,762.90**	**7,101.04**
40 hour	Monthly		11,507.06	12,657.78	13,290.66	13,955.20	14,652.95	15,385.59
7/10/2028	Annually		138,084.70	151,893.30	159,487.90	167,462.36	175,835.40	184,627.04
			18 months	18 months	12 months	12 months	12 months	12 months
			A	**B**	**C**	**D**	**E**	
Fire Captain	Bi-weekly		**6,408.69**	**6,729.12**	**7,065.58**	**7,418.86**	**7,789.80**	
56 hour	Monthly		13,885.50	14,579.76	15,308.76	16,074.20	16,877.90	
7/10/2028	Annually		166,625.94	174,957.12	183,705.08	192,890.36	202,534.80	
Fire Captain	Bi-weekly		**6,953.43**	**7,301.10**	**7,666.15**	**8,049.46**	**8,451.93**	
40 hour	Monthly		15,065.77	15,819.05	16,609.99	17,440.50	18,312.52	
7/10/2028	Annually		180,789.18	189,828.60	199,319.90	209,285.96	219,750.18	
Fire Captain	Bi-weekly		**6,408.69**	**6,729.12**	**7,065.58**	**7,418.86**	**7,789.80**	
40 hour Training Assignment	Monthly		13,885.50	14,579.76	15,308.76	16,074.20	16,877.90	
7/10/2028	Annually		166,625.94	174,957.12	183,705.08	192,890.36	202,534.80	
Deputy Fire Marshal	Bi-weekly		**7,049.54**	**7,402.02**	**7,772.12**	**8,160.73**	**8,568.77**	
7/10/2028	Monthly		15,274.00	16,037.71	16,839.59	17,681.58	18,565.67	
	Annually		183,288.04	192,452.52	202,075.12	212,178.98	222,788.02	
Fire Inspector	Bi-weekly		**6,184.40**	**6,493.62**	**6,818.29**	**7,159.20**	**7,517.16**	
7/10/2028	Monthly		13,399.53	14,069.51	14,772.96	15,511.60	16,287.18	
	Annually		160,794.40	168,834.12	177,275.54	186,139.20	195,446.16	

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Appendix B -- Grievance Form

FIRE DEPARTMENT GRIEVANCE

DEFINITION:
A grievance is defined in Section 33 of the existing M.O.U. between the Department and the Union. Please check this definition before filing. The definition of "working day" is also defined in Section 33; please note the definition.

1. Employee Name: _____
2. Date filed with Supervisor: _____
   Date filed with Union: _____
3. Department: Fire
4. Position: _____
5. Specific clause(s) of the agreement allegedly violated:

_____

_____

_____

_____

_____

6. Statement of the Grievance

_____

_____

_____

_____

_____

_____

7. Remedy requested under the Agreement:

_____

_____

8. Are you being represented by another person or the union on this matter? ☐ Yes ☐ No
9. Grievant's Signature:

_____

Date:

_____

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Appendix C -- Educational Incentive Plan for 56 hour employees hired after May 1, 2012.

To receive Educational Incentive of 2.5% of the employee's base pay (salary only), the employee must complete all courses listed in Tier 1.

To receive Educational Incentive of 5% of the employee's base pay (salary only), the employee must complete all courses listed in Tier 1, and complete either:
Tier 2
or
30 college units toward an Associate's or Bachelor's Degree

To receive Educational Incentive of 7.5% of the employee's base pay (salary only), the employee must complete all classes listed in Tier 1, and complete either:
Tier 2 and Tier 3
or
Tier 2 and 30 college units toward an Associate's or Bachelor's Degree
or
60 college units toward an Associate's or Bachelor's Degree

Tier 1 Courses:

Fire Fighter I Certification

Driver Operator 1A
Driver Operator 1B
S-130 Wildland
S-190 Wildland
Hazardous Materials First Responder – Operations
ICS 100/200

Tier 2 Courses:

Low Angle Rope Rescue – Operational (LARRO)
Rope Rescue Awareness Operations
Rope Rescue Technician
Structural Collapse Specialist I
Structural Collapse Specialist II
Trench Rescue
Confined Space Rescue Technician

Tier 3 Courses (choose 6 of the following):

Firefighter Rescue
Hazardous Materials Technician 1A, 1B, 1C, 1D

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Incident Command System (ICS, 300 up)
Wildland Firefighting
Technical Rescue
Instructor
Investigation
Management
Command
Fire Prevention
Fire Mechanic
Public Education
Car Seat Program
Self-Contained Breathing Apparatus (SCBA) Maintenance
Budgeting and Finance Classes
College Level English – Writing Course
Other Classes approved by the Fire Chief or his/her designee

Educational Incentive Plan for Fire Inspectors hired after May 1, 2012

To receive Educational Incentive of 2.5% of the employee's base pay (salary only), the employee must complete all classes listed in Tier 1.

To receive Educational Incentive of 5% of the employee's base pay (salary only), the employee must complete all courses listed in Tier 1, and complete either:
Tier 2
or
30 college units toward an Associate's or Bachelor's Degree

To receive Educational Incentive of 7.5% of the employee's base pay (salary only), the employee must complete all classes listed in Tier 1, and complete either:
Tier 2 and Tier 3
or
Tier 2 and 30 college units toward an Associate's or Bachelor's Degree
or
60 college units toward an Associate's or Bachelor's Degree

Tier 1 Courses:

FIRE 715 (FT1) Fire Protection Organization
FIRE 730 (FT5) Fire Behavior and Combustion
Fire Inspector 1A
Fire Inspector 1B
Fire Inspector 1C
Fire Inspector 1D
Hazardous Materials First Responder – Operations
ICS 100/200

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Tier 2 Courses:

Fire Investigation 1A
Fire Investigation 1B
Fire Inspector 2A
Fire Inspector 2B
Fire Inspector 2C
Fire Inspector 2D
College Level English – Writing Course

Tier 3 Courses (choose 6 of the following):

Community Risk Educator
Community Risk Specialist
Community Risk Officer
Plan Examiner 1A
Plan Examiner 1B
Plan Examiner 1C
Fire Prevention
Fire Investigation
Fire Instructor
Hazardous Materials
Incident Command System (ICS)
Car Seat Program
Budgeting and Finance Classes
Other Classes approved by the Fire Chief or his/her designee

Note, as curriculum is developed and revised over the years, courses change. The intent of this section is to provide a list of courses that are current and applicable. It will be necessary to periodically evaluate and update this list so that it fulfills its intended purpose. The amount of work needed to achieve the various pay levels should remain constant as the titles and focus of the courses evolve. Line personnel already qualified for Education Incentive that transfer into a Fire Inspection position do not lose their current Education Incentive pay. Once an individual has met the requirements of a tier they do not need to repeat that tier, or any previous tier, should they change classifications. If, however, a person switches classifications and they have not completed a tier, they have the option to continue to complete the tier they are currently working on or use the requirements of the other classification for that same tier. Any tiers above the one being currently worked on will have to be completed under the requirements of the new classification.