

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**LOCAL 2400, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO**  
**AND**  
**CENTRAL COUNTY FIRE DEPARTMENT**

January 1, 2008 – December 31, 2012

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Representatives of Local 2400 of the International Association of Fire Fighters, AFL-CIO, and representatives of the Central County Fire Department, a joint powers agency of the City of Burlingame and the Town of Hillsborough, (herein known as "Department"), have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of 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 and has been jointly prepared by the parties.

## **1. RECOGNITION**

Local 2400 of the International Association of Fire Fighters, hereinafter referred to as the "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 Fighter Trainee  
Fire Inspector  
Fire Mechanic

The Fire Mechanic classification may be eliminated from this section at the sole discretion of the Department, upon the retirement, vacating the position or separation of employment of the current incumbent of the classification.

Fire Mechanic Position Future Hires: When the current incumbent retires, vacates the position or leaves employment with the Central County Fire Department, the Department may, at its sole discretion, make the mechanic position and all duties associated with the mechanic position non-sworn, and hire the appropriate qualified non-sworn mechanic(s). In addition, when the current incumbent retires, vacates the position or separates employment with the Central County Fire Department, the Central County Fire Department at its sole discretion may designate the appropriate bargaining unit for the non-sworn mechanic classification.

## **2. UNION DUES AND RIGHTS**

- 2.1 The Union shall be entitled to have their regular dues of its members deducted from their paychecks, in accordance with the procedures set forth herein.
- 2.2 Bargaining unit members shall be entitled to have dues deducted by filling out, signing and filing with the Department an authorization form provided by the Department. Any employee who signs such an authorization shall not revoke such authorization during the term of this Memorandum, except during the following time periods:

- 2.2.1 His/her first thirty (30) calendar days of employment;
  - 2.2.2 The first thirty (30) calendar days following approval of this Memorandum by the Governing Board;
  - 2.2.3 The thirty (30) calendar day period between ninety (90) calendar days and sixty (60) calendar days preceding the expiration of this Memorandum of Understanding. Revocation during said period shall be by a written signed statement furnished by the Department.
- 2.3 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 connection, all other legal and required deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues.
- 2.4 Dues withheld by the Department shall be transmitted monthly to the officer designated in writing by the employee organization as the person authorized to receive the funds, at the address specified.
- 2.5 The Union shall indemnify, defend and hold the Department harmless against any claims made and against any suit instituted against the Department on account of check-off of employee organization dues. In addition, 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.
- 2.6 The Union may, with the prior approval of the Municipal Employee Relations Officer or his/her designee, use Department facilities for meetings of employees provided space is available, and provided further such meetings are not used for organizational activities or membership drives of Department employees.
- 2.7 The use of Department equipment other than items normally used in the conduct of business meetings such as desks, chairs, ashtrays and blackboards is strictly prohibited, the presence of such equipment in approved Department facilities notwithstanding.
- 2.8 The Union may use portions of Department bulletin boards under the following conditions:
- 2.8.1 All materials must receive the approval of the department or division head in charge of the department bulletin board;

- 2.8.2 All materials must be dated and must identify the organization that published them; and
- 2.8.3 The Department reserves the right to determine where bulletin boards shall be placed.
- 2.9 Any bargaining unit member who is directed to attend a meeting at which one of the issues is the proposed discipline of said employee shall be entitled to Union representation at such meeting provided such representation shall include no more than one Department employee in addition to the employee being disciplined. 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 meeting.
- 2.10 The Union shall be allowed to continue the present practice of Union-provided bulletin boards in each station. Material posted and control shall remain with the Union. The Union agrees to post nothing that discredits the Department or its employees.

### **3. ACCESS RIGHTS**

- 3.1 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 the Municipal Employee Relations Officer. Access shall be restricted so as not to interfere with the normal operations of the department or with established or security requirements.
- 3.2 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.
  - 3.2.1 The Union shall be allowed to hold four (4) general membership meetings per calendar year on Saturday, Sunday or a Department recognized Holiday between the hours of 0830 and 1030. The Union shall request the scheduling of these meetings sixty (60) days in advance.
- 3.3 The Union shall designate in writing to the Municipal Employee Relations Officer the names of the representatives listed above.

### **4. NO DISCRIMINATION**

The Department agrees not to discriminate against any employee 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 political opinion or affiliations, or because of race, creed,

color, religious belief, age, sex, sexual orientation, marital status or physical or mental disability which does not prevent an employee from meeting the minimum standards established.

## **5. 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.

## **6. SALARY PLAN**

### **6.1 Salary Increases**

Effective December 24, 2007, the salary for all represented classifications shall be increased by 6.0%.

Effective April 14, 2008, the salary for all represented classifications shall be increased by 2.5%.

Effective the first pay period including January 1, 2009, the salary for all represented classifications shall be increased to 4<sup>th</sup> in the marketplace, using the survey method in 6.1.1.

Effective the first pay period including January 1, 2010, the salary for all represented classifications shall be increased to 4<sup>th</sup> in the marketplace, using the survey method in 6.1.1.

Effective the first pay period including January 1, 2011, the salary for all represented classifications shall be increased to 4<sup>th</sup> in the marketplace, using the survey method in 6.1.1.

Effective the first pay period including January 1, 2012, the salary for all represented classifications shall be increased to 4<sup>th</sup> in the marketplace, using the survey method in 6.1.1.

The minimum increase shall be 2.0%, the maximum increase shall be 5.0%. This shall apply to each year a salary survey is conducted.

#### **6.1.1 Survey methodology**

Between November 1 and November 30 of each year, the Union and the Department will meet to jointly conduct a benchmark salary survey. The salary survey will take into consideration the effective salaries for the first pay period of the coming calendar year. If a surveying agency does not have a determined and/or approved salary for a benchmark classification for the coming calendar year, the salary that is in effect on November 30<sup>th</sup>

when the survey is completed will be used for salary comparison purposes. The classification of Firefighter/Engineer or its equivalent in each agency surveyed will be used as the benchmark classification. Any adjustment that results from the survey will apply to all classifications covered by this agreement. The salary survey will reflect the cash compensation. In the event that non-cash benefits are compared to cash compensation benefits, a reasonable cash value will be assigned to the non-cash benefits. The salary survey will be conducted by obtaining the pay schedules and Memorandums of Understanding (including relevant side letters) from the benchmark agencies. The intent of this Salary Survey is to separate cash compensation from benefits (i.e. medical, dental, vision, life insurance, et cetera). The benchmark survey agencies are:

- Palo Alto
- Foster City
- San Bruno
- Redwood City
- San Mateo
- Menlo Park Fire District
- South San Francisco
- Daly City
- Belmont-San Carlos
- Millbrae

The survey shall include the following items:

- Top step salary
- Employer Paid Deferred Compensation
- Employer Paid Employee's PERS contribution
- Maximum Education Incentive
- Maximum Longevity Pay
- EMT Incentive
- ALS Support Pay
- Holiday Pay

Holiday pay shall be calculated as:

56 hours per week x 52 weeks = 2912 hours per year divided by 12 months = 243 hours per month. (Top step salary + EMT + ALS + Education Incentive + Longevity)/243 hours per month = Hourly Rate. Hourly Rate times number of holiday hours paid divided by 12 months.

for the following cities:

- Redwood City
- San Bruno
- Menlo Park Fire District



- Belmont – San Carlos
- Millbrae
- Palo Alto

For the other cities:

Daly City = (Top Step Salary + EMT + ALS + Education Incentive + Longevity) x .075

Foster City = (Top Step Salary + EMT + ALS + Education Incentive + Longevity) x .045

San Mateo = (Top Step Salary + EMT + ALS + Education Incentive + Longevity) x .0525

South San Francisco = (((((Top Step Salary + EMT + ALS + Education Incentive + Longevity) x 12)/26) x .107) x 13) /12

The data collected shall be incorporated into the mutually developed Excel spreadsheet titled 2008 Firefighter Salary Survey.

If any agency modifies a holiday calculation, the survey will reflect the changes.

- 6.2 The hourly rate of pay for unit members shall be calculated bi-weekly. The rates of pay set forth herein represent, for each classification, the standard rate of pay for full-time employment and represent the compensation due employees, except for overtime compensation and other benefits specifically provided for by the Department, unless specifically indicated otherwise in the schedule.
- 6.3 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.
- 6.4 Permanent and probationary employees serving in regular established positions shall be advanced to the next higher salary step for their respective classifications upon satisfactory evaluation after 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. A step increase shall only be denied for cause.
  - 6.4.1 Salary range adjustments for a classification will not set a new salary anniversary date for employees serving in that classification.
  - 6.4.2 Whenever the schedule of compensation for a classification is revised, 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.

6.5 When employees are promoted, they 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.

6.6 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 would have received had he remained in the lower class.

6.7 Pay Days/Biweekly Payroll

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

6.8 FLSA

In accordance with 7K exemption, non-exempt fire 56-hour personnel shall receive 1.5 hours additional pay per week (i.e. 3.0 hours of pay per bi-weekly pay period).

6.9 Specialist Assignment Pay

6.9.1 Specialists

Specialist pay for the following assignments shall be five percent (5%) of base pay: Shift Fire Inspector and Paramedic Field Training Officer (FTO). 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.

6.9.2 Fire Inspector

Fire Inspectors shall receive specialist pay in the amount of five percent (5%) of base pay.

6.9.3 Respiratory Protection Technician (RPT)

The Department shall pay RPTs in the following manner:

- 1 person per shift (3 maximum) shall be assigned to the RPT position by the Department.
- Persons assigned to the RPT position shall receive pay in the amount of 3.5% of base pay special assignment pay for the duration of the assignment.

## 6.10 Paramedic Program

- 6.10.1 Firefighter/Paramedics assigned to ALS service (maximum 27, minimum 24) shall receive specialist pay equal to 6% of E step Firefighter-EMT rate. Firefighter/Paramedics may request to de-certify as assigned Paramedics if it will not bring the total number of Firefighter/Paramedics below the minimum of 24.
- 6.10.2 Captain/Paramedics shall not normally be assigned to ALS service or be included in the maximum authorized number of 27 Firefighter/Paramedics. Captain/Paramedics who maintain county certification shall receive specialist pay equal to 6% of step E Firefighter-EMT rate.

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.

### 6.10.3 Paramedic Continuing Education

The Department will pay for or provide continuing education for paramedics (48 hours of CE every two years) and state recertification 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.

### 6.10.4 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.

- 6.10.5 New and existing employees that wish to enter the Paramedic Program who possess the minimum qualifications to work as a Paramedic in San Mateo County may do so if space is available. Positions will be granted on a seniority basis.

## **7. DAYS AND HOURS OF WORK**

### **7.1 Work Schedule (40-hour)**

The regular workweek for employees occupying full time positions in classifications other than Fire Fighter and Fire Captain shall consist of forty (40) hours.

The Fire Captain assigned to the Administrative Fire Captain position will work a four (4) day forty (40) hour work week.

The Fire Inspector assigned to the bureau will work a four (4) day forty (40) hour work week and work under the Fire Marshal in the chain of command.

The Fire Mechanic shall be assigned to a four (4) day forty (40) hour work week.

### **7.2 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:

X = 24-hour on-duty period

O = 24-hour off-duty period

XXOOOO

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

### **7.3 Starting Time**

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

### **7.4 Overtime Definition**

Overtime is authorized time worked beyond the regularly scheduled workweek described in Section 7.1 or 7.2. Overtime shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay for every hour of overtime worked. Payment for overtime shall not be made unless such overtime has been authorized by the Department prior to such overtime being worked. The Department may accept an offer from any employee to work overtime without economic compensation.

7.5 Fifty-Six (56) Hour Workweek Employees

Employees shall be considered relieved from duty when arriving back at their regular stations, provided minimum personnel are on duty.

7.6 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 regular rate of pay.

7.7 Call Back or Holdover Time

7.7.1 Call back time for full duty shift (24-hours) or normal workday (8-hours) for non-emergencies shall be compensated at one and one-half times the employee's hourly rate of pay.

7.7.2 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 hourly rate of pay. 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 for the first one-half (1/2) hour. After the first one-half (1/2) hour, a one (1) hour minimum shall apply.

7.8 Emergency Call-Back and Special Event Overtime

The rate of pay for such Emergency Call Back and Special Events shall be based on one and one half (1 1/2) times the employee's regular rate of pay. A minimum of four (4) hours of overtime shall be paid for each emergency call back or special event.

Emergency Callback is defined as recall of personnel in addition to the normal on-duty staffing for an emergency (e.g.: fire, flood, storm, etc.).

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

7.9 Common Mess

The Common Mess Policy as defined in Special Notice 2-84 dated December 10, 1984 shall be added to the Manual of Operations and remain in effect for the duration of this Memorandum of Understanding.

#### 7.10 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 Manual of Operations and be subject to change by mutual agreement.

### **8. COURT PAY**

Unit members 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 Central County Fire Department. Employees will receive a minimum of two hours pay at the overtime rate for each appearance. Employees filing legal actions against the Central County Fire Department shall not be compensated under this section.

### **9. ACTING PAY**

9.1 Any regular full-time unit member who is assigned to work in a higher classification within the unit shall receive the rate of pay of the higher classification.

9.2 The higher rate of pay shall be in accordance with steps referred to in the salary schedules attached hereto as Appendix A. An employee working in a higher rated job will receive the pay of the higher rated job for the first and subsequent hours of work.

#### 9.3 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.
2. Higher scoring employees may request to change shifts to avail themselves of the opportunity for acting time should there be no employees on a particular shift who meet the qualifications of #1 above.

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.

3. 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.

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

## **10. HOLIDAYS**

### **10.1 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	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday and Friday in November
Christmas Day	December 25
New Year's Eve Day	December 31

In addition to the designated holidays above, employees will receive two floating holidays 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 normal schedule 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 falls on Sunday, the following Monday shall be observed. If the holiday falls on Saturday, the previous Friday shall be observed. If the holiday falls on an employee's regularly scheduled time off, compensatory time off shall be granted.

### **10.2 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 he shall be granted two (2) times the employee's regular rate of pay or compensatory time off at double time, at the option of the employee.

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

Employees who work a fifty-six (56) hour workweek schedule shall be entitled to fourteen (14) holidays.

New Year's Day	January 1
Martin Luther King Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Admissions Day	September 9
Columbus Day	2 <sup>nd</sup> Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> 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 calculated on twelve (12) hours for each holiday for a total of 168 hours. These holidays are separate from the vacation benefits listed in Section 11. Holiday pay shall be prorated and added to each pay period. Records concerning this earning shall be available for review by the employee.

### 10.4 Mandatory Overtime on Holidays

Double time 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.

## **11. VACATION**

### 11.1 Vacation Eligibility

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

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

11.1.3 In the event an employee of the Fire Department regularly assigned to a twenty-four (24) hour duty shift is thereafter assigned to duty not requiring performance of work on a twenty-four (24) hour duty shift basis, vacation leave for such employee shall be credited at the applicable rate of accrual set forth for the duration of such non-twenty-four (24) hour duty shift assignments.



### 11.2 40 Hour Employee Vacation Schedule

Years of Service	Bi-Weekly Accrual Rate	Annual Hours of Vacation	Additive Amount
Entry	3.69	96	
5 <sup>th</sup> Anniversary	4.93	128	+40
10 <sup>th</sup> Anniversary	6.16	160	
11 <sup>th</sup> Anniversary	6.16	160	+8
12 <sup>th</sup> Anniversary	6.16	160	+8
13 <sup>th</sup> Anniversary	6.16	160	+8
14 <sup>th</sup> Anniversary	6.16	160	+8
15 <sup>th</sup> Anniversary	7.39	192	+8
20 <sup>th</sup> Anniversary	8.62	224	+16

### 11.3 56 Hour Employee Vacation Schedule

Years of Service	Bi-Weekly Accrual Rate	Annual Hours of Vacation	Additive Amount
Entry	5.54	144	
3 <sup>rd</sup> Anniversary	5.54	144	+60
5 <sup>th</sup> Anniversary	7.39	192	
10 <sup>th</sup> Anniversary	9.23	240	
11 <sup>th</sup> Anniversary	9.23	240	+12
12 <sup>th</sup> Anniversary	9.23	240	+12
13 <sup>th</sup> Anniversary	9.23	240	+12
14 <sup>th</sup> Anniversary	9.23	240	+12
15 <sup>th</sup> Anniversary	11.08	288	+12
20 <sup>th</sup> Anniversary	12.92	336	+24

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

### 11.4 Vacation Accumulation

Earned vacation time may be accumulated to a maximum of two (2) times the employee's annual accrual. Employees who reach maximum accrual will receive a payout of 24 hours of vacation on the pay period immediately following reaching the vacation cap with a consequent reduction in his/her vacation leave balance.

- 11.5 Employees shall continue to accrue vacation as long as they are on a paid leave of absence. An employee who is on an unpaid leave of absence will not accrue vacation.

### 11.6 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 shall be placed in the Policies and Standards Manual and be subject to change by mutual agreement.

#### 11.6.1 Vacation Scheduling Re-Opener

During the term of the Agreement, the Department may notify the Association in writing to meet and confer regarding vacation scheduling (Sections 11.3, 11.6 and any other appropriate sections). The Department may only exercise this re-opener when it is in the process of increasing staffing levels to 22 per shift online not including the B/C.

(Meet and confer is defined in accordance with Government Code Section 3505.)

#### 11.7 Holiday During Vacation

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

#### 11.8 Comp Time (40-hour employees)

Upon employee request, 40-hour workweek employees shall be compensated for hours worked beyond their normally scheduled workweek 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) times the hours worked. An employee's compensatory time off balance shall not exceed forty (40) hours at any given time.

### **12. EDUCATION PAY**

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

12.2 Effective July 1, 1973, the education increment shall be considered as wages for the purposes of computing overtime and holiday pay.

#### 12.3 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, he/she will not be eligible to receive the 3.5% salary differential. The EMT requirement in 12.5 will not apply to Fire Inspectors and will not exclude them from receiving full educational pay. If a Fire Inspector chooses to maintain an EMT, he/she 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.

##### 12.3.1 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.

12.4 PARAMEDIC Educational Incentive

Paramedics with state certification shall receive 2.5% education incentive.

12.5 Educational Incentive Plan

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.

12.5.1 Employees who have completed 18 months of service and 15 college units (12 of which must be in Fire Science) plus certification as EMT I shall receive 2.5% additional pay.

12.5.2 Employees who have completed either 3 years of service and 30 college units (24 of which must be in Fire Science), or 18 months and 60 units, plus certification as EMT I shall receive 5.0% additional pay.

12.5.3 Employees who have completed 5 years of service and 30 college units (24 of which must be in Fire Science), or 4 years and 60 units, or 18 months and 120 units plus County certification as EMT I shall receive 7.5% additional pay.

12.6 Total education pay is cumulative up to 10% (including EMT-P education incentive).

12.7 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 Bachelors degree shall be considered job-related.

**13. SICK LEAVE**

13.1 Sick Leave Defined

Sick Leave is absence from duty with pay because of an employee's illness or injury, exposure to contagious disease, necessary medical, dental or optical examinations or treatments for the employee or attendance upon a member of his immediate family that is seriously ill and requires care by the employee.

### 13.2 Sick Leave Accrual

Effective upon ratification and Council approval of this Memorandum of Understanding all full-time 56-hour regular and probationary unit members shall accrue sick leave at the rate of one hundred and eighty (180) hours (seven and one-half (7.5) 24-hour shifts) per calendar year. All full time 40-hour regular and probationary unit members shall accrue sick leave at the rate of one hundred and twenty (120) 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.

### 13.3 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 shall not be considered a right that an employee may use at his discretion, but rather shall be allowed only in case of necessity and actual personal sickness or disability.

#### 13.3.1 Sick Leave Monitoring Program

The record keeping to determine sick days used will be from January 1 to December 31 of each year.

- A. Personnel calling in sick will notify the staffing officer or the Battalion Chief on duty as early as possible.
- B. If the person calling in sick leaves a message on the answering machine, he is to call back on the morning he was to work. This second call will be to explain his illness and give an appropriate date of when he will return to work.
- C. After personnel have used sick leave of five (5) shifts and four (4) occurrences, personnel will meet with his/her supervisor, where her sick leave usage will be reviewed and discussed. The use of family sick leave shall not count as an occurrence.
- D. After personnel exceeds sick leave as defined in "C" above and before any action is imposed, two members of the fire department management, one of whom may be the Fire Chief, will invite the person whose sick leave usage is in question and two union representatives to review the person's past sick leave record. They will recommend to the Fire Chief if any type of action is necessary to ensure the employee's well being.
- E. Action to be considered at this time will consist of having the employee bring in doctor's verification of illness, enter the employee assistance program, scheduling an employee to see the department doctor to determine

a program to regain his/her health, removal from the staffing program to ensure the employee has sufficient time away from work to regain his/her health or removal from the change of watch privileges.

- F. The Fire Chief shall have the final determination as to whether or not to impose any of the restrictions or actions as described in "E" above or any other disciplinary actions to personnel.

#### 13.3.2 Sick Leave Incentive Plan

The Sick Leave Incentive Plan shall only be implemented when the average sick leave usage for the bargaining unit is equal to or less than 2.4 shifts per employee. If the average sick leave usage is more than 2.4 shifts, then the Sick Leave Incentive Plan will not be implemented for that calendar year. Long term sick leave (6 or more shifts for the same illness or injury) will be excluded from the calculation of the average.

For 56-hour unit members, two (2) shifts of vacation time or pay at straight time shall be awarded for use of one (1) shift of sick leave or less. Members shall receive one (1) shift of vacation time or pay at straight time for the use of two (2) shifts of sick leave or less.

For 40-hour unit members, four (4) days of vacation time or pay at straight time shall be awarded for use of one (1) day of sick leave or less. Members shall receive two (2) days of vacation time or pay at straight time for the use of three (3) days of sick leave or less.

#### 13.4 Sick Leave for Care of Family

- 13.4.1 Employees may use sick leave for attendance upon a member of his or her immediate family who is seriously ill and requires care by the employee and/or visitation by the employee at the hospital.

- 13.4.2 Sick leave may also be used for care for one's family when no one else is available and the family member is seriously ill or incapacitated. Employee shall make arrangements for someone else to assume responsibility as soon as possible.

- 13.4.3 If an employee has already used more than one-half of their annual accrual in a twelve-month period for family sick leave, the employee can use a maximum of three (3) consecutive calendar days for each additional occurrence.

- 13.4.4 Birth of a baby, hospital visits and bringing baby home are chargeable to above.

- 13.4.5. The immediate family shall consist of the employee's spouse, children, parents, brothers, sisters, grandparents, stepchildren and domestic partner.

The employer shall grant such sick leave only for the purposes of sickness or disability as provided above when the relationship of the sick or disabled person to the employee warrants such use of accumulated sick leave.

13.5 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.

13.6 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 actual hourly rate of pay.

13.7 Light duty instead of Sick Leave

Employees who are on sick leave may request to be assigned by the Chief to light duty with their doctor's approval, on a case-by-case basis. 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 (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. LEAVES OF ABSENCE**

14.1 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 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.

#### 14.1.1 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.

#### 14.1.2 Light Duty while on Industrial Accident Leave

Employees who are on Industrial Accident leave may be assigned by the Department to light duty with their doctor's approval. From the date of injury, for the first sixty (60) calendar days 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.

#### 14.2 Military Leave

Military leave shall be granted by the Department in accordance with the provisions of State and Federal laws. There may be a deduction for any military compensation that the employee receives for service during the period he is receiving full pay from the Department, if permitted by law. All employees taking military leave shall give the Department an opportunity, within the limits of military regulations, to determine when such military leave shall be taken.

#### 14.3 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 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.

#### 14.4 Other Leaves of Absence With or Without Pay

The City Manager of the employee's agency may, for good cause, grant other leaves of absence with or without pay. A leave of absence granted to an employee for the purpose of accepting another position or to become self-employed shall be limited to one year. At the end of this period, if the employee does not return to their former position, all employment rights shall be deemed terminated.

#### 14.5 Jury Leave

Every full-time employee of the Department who is called and required to report to jury duty shall be entitled to absent himself from his duties with the Department during the period of such service. Under such circumstances, the employee shall be paid the difference between their full salary and any payment received by them, except travel pay, for such duty.

#### 14.6 Absence Without Leave

Failure on the part of any employee, absent without leave, to report to duty at his regularly scheduled starting time may be cause for disciplinary action.

#### 14.7 Bereavement Leave

In the event of a death in the immediate family of an employee, absence from duty shall be allowed not to exceed seventy-two (72) consecutive hours. For the purposes of this rule "immediate family" means father, mother, husband, wife, son, daughter, sister, brother, grandparents, mother-in-law, father-in-law or domestic partner.

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. Special consideration will also be given to any other person whose association with the employee was similar to the aforementioned relationship.

Such absences shall not be charged to sick leave.

#### 14.8 Catastrophic Leave

##### 14.8.1 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 drained their own bank of leave time.

##### 14.8.2 Procedure

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



- 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.
- The receiving employee has requested participation in catastrophic leave in order to continue in pay status and this request has been approved by the employee's department head, who may require medical verification of the condition and expected period of absence.
- 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 in increments of four hours or more.
- 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 paid out at the receiving employee's pay rate.
- Transfer of such time will be irrevocable, except in the event of the untimely death of the receiving employee, in which case, donated time will be returned to donating employees on a last-donated, first returned basis.

#### 14.9 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.

### **15. HEALTH AND WELFARE**

#### 15.1 Medical

During the term of the contract, the maximum department contribution to the employee's medical premium shall equal the three-party basic premium for Kaiser. Should there be any changes to the availability of Kaiser, the Union and Department will mutually agree on a replacement plan.

Employees who retire with a minimum of five (5) years of service with the Department will receive a retiree medical benefit equivalent to the amount necessary for actual enrollment in single, two-party or three-party coverage, up to the same maximum department contribution for medical premiums as active employees.

Retired employees shall receive the same maximum department contribution for medical premiums as active employees unless the retiree medical contribution has

been modified by the implementation of the 3% @ 50 benefit per the terms of this agreement.

#### 15.2 Dental

The Department provides a Dental Reimbursement Plan administered by the City of Burlingame.

Coverage levels vest over a four year period from date of hire. Employees will be covered for services at 70% of allowable expenses in Year 1, 80% in Year 2, 90% in Year 3, and 100% in Year 4 and thereafter.

The maximum reimbursement is \$1,700 per year for employees. The maximum reimbursement for eligible family members is \$1,500 per dependent, with a cumulative maximum of \$2,500 per year for all dependents. Coverage for orthodontia is payable for 3 years with a lifetime maximum of \$2,000 per person. The initial payment in Year 1 is a maximum \$750; Year 2 is \$750; and Year 3 is \$500.

#### 15.3 Vision

Employees and their dependents shall be covered by the City of Burlingame Vision Care Reimbursement Plan.

#### 15.4 Life

15.4.1 Effective 01/01/02, the Department agrees to provide life insurance to the extent of seventy-five thousand dollars (\$75,000) coverage for members of the bargaining unit.

15.4.2 During the term of this Agreement, the Department agrees to pay for increases in the premiums for insurance, as described herein, up to the dollar amounts listed above. Upon expiration of this Agreement, the Department will continue paying the dollar amount of premiums then being paid unless and until there is an agreement to pay a higher amount, or the Governing Body takes unilateral action in the absence of agreement.

#### 15.5 Flexible Health Spending Account (Section 125)

During the term of this contract the Department will provide a Flexible Medical Spending Account option that employees may use to pay qualified medical and dependent care expenses with pre-tax dollars.

### **16. ANNUAL CLOTHING ALLOWANCE**

16.1 Effective July 1, 2004 employees will receive \$800 per fiscal year for clothing allowance. This amount shall be prorated and added to each paycheck.

Effective July 1, 2011, employees will receive \$850.00 per fiscal year for clothing allowance. This amount shall be prorated and added to each paycheck.

- 16.2 It is understood that 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 sets are replaced, each employee will retain their serviceable turnouts as a spare. Any failure or refusal by any employee to care for and maintain a proper uniform or equipment shall be deemed cause for discipline.

## **17. 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.

## **18. PROBATIONARY PERIOD**

- 18.1 All original appointments shall be tentative and subject to a probationary period of eighteen (18) months of actual service from the date of appointment. Upon satisfactory completion of such probationary period, employees shall be appointed as regular employees.
- 18.2 Employees may be suspended or separated from the Department at any time during the probationary period, except as otherwise provided by law.
- 18.3 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.
- 18.4 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.

## **19. LAYOFF AND RE-EMPLOYMENT**

### **19.1 Layoffs Impacting Permanent Employees**

Permanent employees may be laid off, without prejudice, due to lack of funds or curtailment of work. No permanent employee, however, may be separated while there are temporary employees serving in the same class or position in the Department service, unless that employee has been offered the temporary work.

### **19.2 Layoff and Re-Employment**

When a department head is instructed by the Chief Administrative Officer to reduce the number of employees, layoff shall be made in accordance with the following rules:

- 19.2.1 Layoffs shall be by job classification according to reverse order of seniority 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.
- 19.2.2 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.
- 19.2.3 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.
- 19.2.4 The name of each employee laid off shall be entered on a Reemployment List in order of seniority for three (3) years.
- 19.3 Former employees appointed from a reemployment eligibility 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 re-employed 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.
- 19.4 The Department further agrees to meet and confer with the Union and reach mutual agreement prior to said layoff concerning all ramifications of the proposed layoff.

## **20. PROMOTION**

### **20.1 Promotional Appointments**

Insofar as is practicable and consistent with the best interests of the Service, all 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.

### **20.2 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 Human Resources Director may 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.

### **20.3 Notification of Examination Results**

All applicants who complete the examination process for a position in a given classification shall be notified in writing relative to their passing or failing the

examination process, and be advised of their scores and their individual ranking. They shall also be informed of the remaining steps and procedures which may occur before final disposition on their applications.

#### 20.4 Promotional Tests

The department shall advise the Union on any revised test scoring for Captain positions.

#### 20.5 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 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.

### **21. 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.

### **22. 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 of salary information if the person inquiring first indicates the correct salary to the Department. Release of more specific information may only be authorized by the employee.

### **23. OUTSIDE EMPLOYMENT**

23.1 Outside employment by a Department employee shall be a privilege subject to the approval of the Governing Board or the Fire Chief .

- 23.2 Outside employment shall be limited to a maximum of twenty (20) hours per week, days off excepted.

## **24. 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.

## **25. SAFETY COMMITTEE**

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

- 25.1 Not more than three (3) employees representing the Union and at least one (1) but not more than three (3) individuals representing the Department, shall make up the Safety Committee. Recommendations or issues before the Committee which are deemed to be of major importance to the Committee shall be submitted in writing to the Fire Chief. A written response pertaining to the Fire Chief's position and justification on these issues shall be submitted back to the Committee within a reasonable period of time.
- 25.2 The Committee will meet upon request, not to exceed once a month, and discuss safety and health problems of the department, except by mutual agreement.

## **26. TRANSPORTATION SYSTEMS MANAGEMENT (TSM)**

The TSM Program will be placed in the Policies and Procedures Manual. The department reserves the right to amend, modify, or terminate this program at any time.

## **27. SENIORITY**

### **27.1 Definition of Seniority**

Seniority shall be determined by continuous service in the Fire 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 and post the seniority list in a conspicuous place. This provision is for the convenience of the parties and in case of any disputes concerning the accuracy of the posted 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 permanent 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. The resignation shall be forwarded to the Chief Administrative Officer, with a statement by the Fire Chief as to the resigned employee's service performance and other pertinent information concerning the cause for resignation. Once the resignation has been accepted in writing by the Chief Administrative Officer, it shall be irrevocable..

**29. REHIRE PROCEDURE**

29.1 A past employee who has resigned in good standing, has been acknowledged by the Fire Department, in writing, as leaving in good standing, and has submitted a formal request to be rehired within a period of two (2) years from the effective date of their resignation, shall be reinstated to a vacant position of the same classification as the position previously held within a period of three (3) years from the effective date of their resignation.

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

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

29.4 A physical examination will be required.

29.5 Psychological evaluation will be required.

- 29.6 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 would be required to take training that would be appropriate to the amount of time of his/her absence.
- 29.7 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.
- 29.8 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.
- 29.9 Anyone rehired will not be allowed to take a promotional examination during their probationary period.
- 29.10 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 the City of Burlingame Firefighters and Captains.
- 30.2 The Department will maintain a contract for the 3% @ 55 benefit for the Town of Hillsborough Firefighters and Captains.
- 30.4 The Department shall maintain Credit for Unused Sick Leave. The employee can elect to convert any unused sick leave to service credit upon retirement (2,000 hours of sick leave equals one year of service credit) (GC Section 20965).
- 30.5 The Department shall maintain Cancellation of Payment for Optional Service Credit Upon Retirement for Industrial Disability (GC Section 21037)
- 30.6 The Department shall maintain Fourth Level of 1959 Survivor Benefits (GC Section 21574).
- 30.7 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).
- 30.8 The Department shall maintain One-Year Final Compensation (GC Section 20042).
- 30.9 Employees' PERS contributions shall be administered in accordance with IRS Code Section 414(h)(2); the employee shall pay the nine percent (9%) employee contribution.



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

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

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

30.13 The Department shall maintain Death Benefit Continues, death benefits will continue to be paid to the spouse of a member who died prior to retirement should the spouse remarry (GC Section 21551).

30.14 3% @ 50 Benefit Enhancement

Once during the term of this MOU, the Union may request in writing that the Department order an actuarial evaluation for the 3% @ 50 benefit. If the "Base Retirement Rate" of the 3% @ 50 benefit is equal to or less than the "Base Retirement Rate" as defined below, the agencies will implement the 3% @ 50 benefit.

The "Base Retirement Rate" is calculated by adding the July 1, 2007 rate of the 3% @ 55 benefit for the City of Burlingame and Town of Hillsborough. The "Base Retirement Rate" is as follows:

- City of Burlingame 3% @ 55 rate = 16.1222%
- Town of Hillsborough 3% @ 55 rate = 28.427%
- Base Retirement Rate:  $(16.1222\% + 28.427\%) = 44.549\%$

The "Base Retirement Rate for the 3% @ 50 benefit will be determined by adding the rate of the 3% @ 50 benefit for the City of Burlingame and Town of Hillsborough.

If the evaluation shows the rate to be less than 44.549%, the City and Town will amend for the 3% @ 50 benefit effective the following July 1. The Union will have the option to purchase the benefit in each year as outlined in the Union Benefit Purchase Option outlined below.

If the City and Town merge their respective CalPERS fire retirement accounts into one retirement contract with CalPERS, the parties will meet and confer on the impact such a retirement plan merger may have on the base retirement rate of future benefits and modify the formula accordingly.

30.15 Union Benefit Purchase Option

When the actuarial evaluations are received from CalPERS, the City and Town will meet with the Union and review the cost data. If the 3% @ 50 base retirement rate is no more than 5% higher than the 3% @ 55 "base retirement rate" the Union can elect to pay for one-half of the difference. Such payment will be deducted from salary and will be effective with the implementation date of the 3% @ 50 benefit.

The following table illustrates the Union Benefit Purchase Option:

3% @ 55 Base Retirement Rate	3% @ 50 Base Retirement Rate	Increase in Base Retirement Rate	Union Benefit Purchase Cost (salary deduction)
44.549%	45.549%	1%	.5%
44.549%	46.549%	2%	1%
44.549%	47.549%	3%	1.5%
44.549%	48.549%	4%	2%
44.549%	49.549%	5%	2.5%

The percentage paid by the membership under the Union Benefit Purchase option will remain fixed and unchanged for a period of 3 years (36 months). Unless the Department determines otherwise, the payment will be made on an after-tax payroll deduction. At the end of the 3 years (36 months), the City and Town will pay for the employer cost of the retirement plan.

Any percentage of salary paid by the membership for the 3% @ 50 benefit will be added back to base salary when performing salary surveys per section 6 of this agreement. The deduction will be on an after-tax basis.

### 30.16 Retiree Medical Contribution

Employees who retire with a minimum of five (5) years of service with the Department and were hired prior to the implementation of the 3% @ 50 benefit will have a retiree medical contribution that equals the amount received by active employees of the Union.

Employees who retire with a minimum of five (5) years of service with the Department and were hired on or after the date 3% @ 50 benefit is enacted with CalPERS will receive retiree medical contributions based on years of service with the fire department.

The retiree medical contribution for employees that have a service retirement will be as follows:

Years of Service	Medical Contribution
0 - end of 9th year of service	Minimum monthly amount as governed by the CalPERS Health System.
10 years to the end of the 14th year of service	50% of the lowest premium for employee plus one dependent.
15 years to the end of the 19th year of service	75% of the lowest premium for employee plus one dependent.
20 years of service or more	100% of the lowest premium for employee plus one dependent.

Employees who retire with a minimum of five (5) years of service with the Department and were hired after the implementation of 3% @ 50 and that have an industrial disability retirement will have a retiree medical contribution as follows:

Years of Service	Medical Contribution
0 - end of the 19th year of service	75% of the lowest premium for employee plus one dependent

20 years of service or more	100% of the lowest premium for employee plus one dependent
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### **31. STAFFING**

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

31.2 From the date of ratification and Council approval of this agreement through the end of 2012, the Fire Department shall have a minimum of four (4) full time suppression personnel assigned to each truck company placed in service.

The Department intends to staff the truck company with four (4) full time suppression personnel. If after 2012, economic conditions are such that the Department is unable to staff the apparatus accordingly, the Department agrees to meet and confer with the Union on staffing changes and the impact such changes will have on the Union.

31.3 The Chief shall post the daily minimum staffing level policy in a conspicuous place. The posting shall include the number of companies, ALS status and company staffing levels.

31.4 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.

31.5 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.

31.6 Staffing Guidelines

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

### **32. SPECIAL PROVISIONS**

#### Annual Evaluation

A section will be added to the Department manual which will establish a system for satisfactory job performance review prior to the receipt of annual salary step increases.

### **33. GRIEVANCE PROCEDURE**

33.1 Definitions

33.1.1 "Days" as used herein shall be days when the City Hall of the City of

Burlingame is open for business.

33.1.2 "Grievance" is any dispute over the interpretation or application of any provision of this Memorandum of Understanding, or of rules or regulations governing personnel practices or working conditions, or of the practical consequences of a Department rights decision on wages, hours, and other terms and conditions of employment by any employee adversely affected thereby.

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.

### 33.2 Steps

33.2.1 Step 1 - The grievant shall discuss the grievance with his/her immediate supervisor within ten (10) days of actual or constructive knowledge of the existence of the grievance. The immediate supervisor shall orally answer the grievance within two (2) days.

33.2.2 Step 2 - If the grievant is dissatisfied with the immediate supervisor's answer and desires to pursue the matter, the grievance shall be submitted in writing to the Fire Chief or his/her designee within ten (10) 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 ten (10) 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 ten (10) days after receipt of the Step 3 response, may request in writing that the grievance be submitted to mediation. The parties shall mutually agree to proceed with mediation within five (5) days after the receipt of the request by the grievant.

The State Mediation and Conciliation Service shall be contacted to provide a mediator. Both parties must mutually agree to accept the mediator provided. In the event either party does not accept the provided mediator another name shall be requested.

The mediator shall work with both parties to achieve a mutually acceptable settlement. The mediator shall be allowed to caucus with each party to explore settlement options. If no settlement occurs, the mediator can submit a written opinion on the likely outcomes if the case goes to arbitration. The mediator will have no power to add to, subtract from, change or modify any terms of this Agreement. The Department shall give a written answer to the grievant within five (5) days after the end of mediation if no written opinion is forthcoming or within five (5) days after receiving the mediator's written opinion.

- 33.2.5 Step 5 - If not satisfied with the decision at Step 4, the grievant, within ten (10) days after the receipt of the written decision at Step 4, shall inform the Department, in writing, of his intent as to whether or not the grievance will be submitted 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 of the American Arbitration Association or the State Mediation and Conciliation Service 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 each hearing 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. All other expenses shall be borne by the party incurring them.

### 33.3 Failure to Pursue

Any failure by a grievant to pursue his/her 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.

Any failure by the Department to respond within the time limits set forth shall entitle the grievant to pursue his/her grievance to the next step.

33.4 Representation

A grievant shall be entitled to be represented by his/her Union and/or his/her 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 binding on all parties.

**34. DISCIPLINE**

34.1 Notice

Employees being disciplined shall be provided with a written notice of such action and given a reasonable amount of time to prepare a response and an opportunity to respond in person or in writing.

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 permanent 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 ten (10) 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.

#### 34.4 Dismissal

A permanent 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 No employee shall be suspended or discharged without first receiving a warning, except in cases where such warnings are not considered part of a progressive system of discipline.

### **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. RIGHTS**

#### 37.1 Department 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 City of Burlingame and Town of Hillsborough and shall be limited only by the express and specific terms of the Memorandum.

#### 37.2 Employee 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 by law. The Department acknowledges the employees and the Union retain all the rights under Section 3500 et. Seq. of the California Labor Code.

### **38. EFFECT OF AGREEMENT**

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

### **39. MODIFICATION**

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

### **40. TOTAL AGREEMENT**

This Memorandum of Understanding constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties reached agreement. Any matter not contained in this Memorandum has not been agreed upon and, if raised in negotiations, was dropped by the party raising it as part of a good faith attempt to reach agreement.

For a period of two (2) years following the ratification of this agreement, any item brought to the Fire Chief by the Union that directly impacts provisions hereto will be negotiated by mutual agreement. Other issues brought forward by either party that have been established or substantiated by past practice, prior written policies, procedures or guidelines or other similar documentation, shall be discussed by the parties and the parties will meet and confer on any changes and/or their impact on the Unit.

### **41. SEPARABILITY OF PROVISIONS**

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

### **42. 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.

#### **43. PERSONNEL RULES**

##### Interim Rules and/or Procedures:

Until such time all policies are rewritten for the new JPA, agreement is to follow the Administrative Procedures for the City of Burlingame.

#### **44. TERM**

The term of this agreement is five (5) years, beginning on January 1, 2008 and expiring on December 31, 2012.

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.

I have read and reviewed the above material and find it to be acceptable.

For the Department:

For the Union:

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Jim Nantell, City Manager

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Bruce Barron, Union Vice-President

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Date

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Date

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Anthony Constantouros, City Manager

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Jeffrey Baker, Negotiating Team

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Date

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Date

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William Vella, Negotiating Team

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Date

## Appendix A -- Salary Schedule

CENTRAL COUNTY FIRE DEPARTMENT  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF)  
MONTHLY SALARY PLAN

**EFFECTIVE – APRIL 14, 2008**

Position	Step A	Step B	Step C	Step D	Step E
<b>Firefighter Trainee</b>					
Monthly	\$5,904.50				
Bi-weekly	\$2,725.16				
<b>Firefighter</b>					
Monthly	\$6,310.23	\$6,622.69	\$6,966.84	\$7,290.62	\$7,677.79
Bi-weekly	\$2,912.42	\$3,056.63	\$3,215.47	\$3,364.90	\$3,543.60
<b>Fire Captain – 56 hr</b>					
Monthly	\$7,589.49	\$7,983.45	\$8,379.68	\$8,798.55	\$9,224.22
Bi-weekly	\$3,502.84	\$3,684.67	\$3,867.55	\$4,060.87	\$4,257.33
<b>Fire Mechanic – 80 hr</b>					
Monthly					\$10,361.92
Bi-weekly					\$4,782.42
<b>Fire Inspector – 80 hr</b>					
Monthly	\$7,589.49	\$7,983.45	\$8,379.68	\$8,798.55	\$9,224.22
Bi-weekly	\$3,502.84	\$3,684.67	\$3,867.55	\$4,060.87	\$4,257.33
<b>Fire Inspector I</b>					
Monthly	\$5,904.95	\$6,201.55			
Bi-weekly	\$2,725.36	\$2,862.26			

## 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: \_\_\_\_\_