

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**SAN MATEO CONSOLIDATED FIRE DEPARTMENT  
AND  
SAN MATEO COUNTY FIREFIGHTERS, LOCAL 2400  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
BATTALION CHIEFS, DISTRICT 13**

**July 1, 2023, to June 30, 2026**

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**TABLE OF CONTENTS**

Article 1	Administration .....	1
<b>1.1</b>	<b>Union Recognition .....</b>	<b>1</b>
<b>1.2</b>	<b>Recognition .....</b>	<b>1</b>
Article 2	Union Security.....	1
<b>2.1</b>	<b>Payroll Deduction.....</b>	<b>1</b>
<b>2.2</b>	<b>Mail Distribution .....</b>	<b>1</b>
<b>2.3</b>	<b>Access to Work Locations.....</b>	<b>1</b>
<b>2.4</b>	<b>Use of Fire Department Facilities .....</b>	<b>2</b>
<b>2.5</b>	<b>Union Notice .....</b>	<b>2</b>
Article 3	Probationary Period .....	2
<b>3.1</b>	<b>Probationary Period .....</b>	<b>2</b>
<b>3.2</b>	<b>Probationary Period Extension .....</b>	<b>2</b>
Article 4	Personnel Files .....	3
Article 5	Release of Information .....	3
Article 6	Special Industrial Injuries/Illnesses.....	3
Article 7	Rehabilitation .....	3
Article 8	Fire Department Function .....	4
Article 9	Health and Wellness.....	4
Article 10	Officers' Meetings.....	4
Article 11	Staffing.....	5
Article 12	Promotions / Certifications .....	5
Article 13	Seniority for Other Than Layoffs.....	5
Article 14	Pay Rates .....	6
Article 15	Compensation Survey .....	6
Article 16	Salary Step on Appointment.....	7

Article 17	Salary Advancement.....	7
Article 18	Pay Rate Step When Range Changed .....	8
Article 19	Paydays .....	8
Article 20	Educational Incentive Pay.....	8
	<b>20.1 Eligibility</b> .....	8
	<b>20.2 Qualifications</b> .....	8
	<b>20.3 General Provisions</b> .....	9
Article 21	Base Pay Calculation.....	9
Article 22	Bilingual Differential .....	9
Article 23	Hazardous Material Compensation .....	10
	<b>23.1 Joining the San Mateo County Hazardous Materials Response Team</b> .....	10
	<b>23.2 Hazmat Chief Officer Assignment to the San Mateo County Hazardous Materials Response Team</b> .....	10
	<b>23.3 Continuing Education and Hazardous Materials Trainings</b> .....	10
	<b>23.4 Hazmat Team Staffing</b> .....	10
	<b>23.5 Leaving the San Mateo County Hazardous Materials Response Team</b> .....	10
Article 24	Hours of Work.....	11
Article 25	Light Duty Assignments.....	12
	<b>25.1 Light Duty Assignments</b> .....	12
	<b>25.2 Limited Duty Schedule</b> .....	12
	<b>25.3 Forty (40)-Hour Assignments</b> .....	12
Article 26	Trades Exchange of On-Duty Time.....	12
Article 27	Special Command Pay .....	14
	<b>27.1 Regular Staffing</b> .....	14
	<b>27.2 Voluntary Overtime Staffing Procedure</b> .....	16
	<b>27.3 Mandatory Overtime Staffing Procedure</b> .....	17
	<b>27.4 Holiday Mandatory Overtime Staffing Procedure</b> .....	18
Article 28	Temporary Upgrade Pay (Acting Pay) .....	20
	<b>28.1 Eligibility for Temporary Upgrade Assignments</b> .....	20
	<b>28.2 Order of Assignment for Short Term Temporary Upgrade Deputy Chief Assignments</b> .....	20
	<b>28.3 Long Term Temporary Upgrade Deputy Chief Assignments</b> .....	20
	<b>28.4 Temporary Upgrade Deputy Chief Assignment</b> .....	20
Article 29	Leaves.....	20

<b>29.1</b>	<b>Holiday Benefit for Forty (40) Hour Workweek Employees</b> .....	20
<b>29.2</b>	<b>Holiday-in-lieu Pay for Fifty-Six (56) Hour Workweek Employees</b> .....	21
Article 30	<b>Vacation</b> .....	22
<b>30.1</b>	<b>Policy</b> .....	22
<b>30.2</b>	<b>Vacation Allowance</b> .....	22
<b>30.3</b>	<b>Vacation Accumulation</b> .....	23
<b>30.4</b>	<b>Vacation Accumulation Maximums</b> .....	23
<b>30.4.1</b>	<b>Shift Employees</b> .....	23
<b>30.4.2</b>	<b>Non-Shift Employees</b> .....	24
<b>30.5</b>	<b>Continuous Service</b> .....	24
<b>30.6</b>	<b>Vacation Scheduling</b> .....	24
<b>30.7</b>	<b>Amount of Vacation Time</b> .....	24
<b>30.9</b>	<b>Vacation Allowance for Terminated Employees</b> .....	25
<b>30.10</b>	<b>Platoon/Station/Vacation Selection (Bidding Procedure)</b> .....	25
Article 31	<b>Executive Leave</b> .....	26
Article 32	<b>Sick Leave</b> .....	26
<b>32.1</b>	<b>Purpose</b> .....	26
<b>32.2</b>	<b>Sick Leave Accrual</b> .....	26
<b>32.3</b>	<b>Doctor's Certification</b> .....	27
<b>32.4</b>	<b>Protected Sick Leave and Bereavement Leave</b> .....	27
<b>32.5</b>	<b>Extended Sick Leave</b> .....	28
Article 33	<b>Leaves of Absence</b> .....	28
<b>33.1</b>	<b>Industrial Accident Leave</b> .....	28
<b>33.2</b>	<b>Military Leave</b> .....	28
<b>33.3</b>	<b>Jury Duty/Subpoena</b> .....	28
<b>33.4</b>	<b>Leave of Absence without Pay</b> .....	29
<b>33.5</b>	<b>Family Medical Leave Act (FMLA)</b> .....	29
Article 34	<b>Benefits</b> .....	30
<b>34.1</b>	<b>Health Insurance</b> .....	30
<b>34.3</b>	<b>Dental Insurance</b> .....	31
<b>34.4</b>	<b>Life Insurance/Accidental Death Insurance (AD&amp;D Insurance)</b> .....	31
<b>34.5</b>	<b>Vision Insurance</b> .....	31
<b>34.6</b>	<b>Retirement Health Savings Account</b> .....	32

<b>34.7</b>	<b>457 Plan – Deferred Compensation Plan</b> .....	32
<b>34.8</b>	<b>Internal Revenue Code Section 125 Plan</b> .....	32
Article 35	Retirement .....	32
<b>35.1</b>	<b>Safety</b> .....	33
<b>35.2</b>	<b>Military Buy Back</b> .....	33
<b>35.3</b>	<b>PERS Reopener</b> .....	33
Article 36	Separation Pays .....	34
Article 37	Uniforms .....	34
<b>37.1</b>	<b>Initial Uniform Allowance</b> .....	34
<b>37.2</b>	<b>Uniform Allowance</b> .....	34
<b>37.3</b>	<b>Standard Uniform</b> .....	34
<b>37.4</b>	<b>Damage Reimbursement</b> .....	35
Article 38	Mileage Allowance .....	36
Article 39	Mandatory Medicare/Social Security .....	36
Article 40	Grievance Procedure .....	36
<b>40.1</b>	<b>Definition</b> .....	36
<b>40.2</b>	<b>Procedure</b> .....	36
<b>40.3</b>	<b>Step 1. Immediate Supervisor</b> .....	36
<b>40.4</b>	<b>Step 2. Fire Chief</b> .....	37
<b>40.5</b>	<b>Step 3. Mediation</b> .....	37
<b>40.6</b>	<b>Step 4. Arbitration</b> .....	37
<b>40.7</b>	<b>Extension of Time Limits</b> .....	38
<b>40.8</b>	<b>Compensation Complaints</b> .....	38
<b>40.9</b>	<b>Suspension and Discharge Grievances</b> .....	38
<b>40.10</b>	<b>Interpretation of Memorandum</b> .....	38
Article 41	Disciplinary Procedure .....	38
<b>41.1</b>	<b>Discharge, Suspension or Demotion For Cause</b> .....	38
<b>41.2</b>	<b>Cause For Disciplinary Actions</b> .....	38
<b>41.3</b>	<b>Penalties</b> .....	39
<b>41.4</b>	<b>Predisciplinary Procedure</b> .....	39
<b>41.5</b>	<b>Appeal Procedure</b> .....	40
<b>41.6</b>	<b>Time and Designee</b> .....	41
<b>41.7</b>	<b>Judicial Review</b> .....	41

Article 42	Layoff and Reinstatement .....	41
<b>42.1</b>	<b>Layoff Rights</b> .....	41
<b>42.2</b>	<b>Seniority for Purposes of Layoff</b> .....	41
<b>42.3</b>	<b>Order of Layoffs</b> .....	41
<b>42.4</b>	<b>Reassignment (on layoff)</b> .....	42
<b>42.5</b>	<b>Notification</b> .....	42
<b>42.6</b>	<b>Right of Appeal</b> .....	42
<b>42.7</b>	<b>Termination Allowance</b> .....	42
Article 43	Recall and Reinstatement Rights .....	42
Article 44	Miscellaneous Work Assignments .....	43
Article 45	Fire Department Rights .....	43
Article 46	Employee Rights .....	44
Article 47	Reemployment .....	44
Article 48	Concerted Activities .....	45
Article 49	Meals .....	45
Article 50	Separability of Provisions .....	45
Article 51	Fire Prevention .....	45
<b>51.1</b>	<b>Eligible Candidates</b> .....	45
Article 52	Term .....	47
APPENDIX A	.....	48
<b>CLASSIFICATIONS</b>	.....	48
APPENDIX B	.....	48
<b>CATASTROPHIC LEAVE DONATION POLICY</b>	.....	48
APPENDIX C	.....	50
<b>PLATOON/STATION/VACATION BID PROCEDURE</b>	.....	50

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**Article 1 Administration**

**1.1 Union Recognition**

The Department has recognized the International Association of Firefighters, Local 2400 (IAFF Local 2400) as the exclusive bargaining representative for all regular and probationary employees within the bargaining unit in the classifications of Battalion Chief and Fire Marshal. For purposes of identification this unit shall be entitled the Battalion Chiefs.

**1.2 Recognition**

The Fire Chief or his/her designee, or any person or organization authorized by the representative in employer-employee relations.

**Article 2 Union Security**

**2.1 Payroll Deduction**

The Fire Department shall deduct biweekly from the pay of each authorizing employee IAFF Local 2400 dues and SMCFFA dues and other mutually agreed upon deductions. The Fire Department shall remit such deductions promptly to the Union.

**2.2 Mail Distribution**

The Union may distribute a reasonable amount of information to Fire Department employees through intra-and inter-departmental mail without interference or censorship.

**2.3 Access to Work Locations**

Staff representatives of the Union are authorized to visit work locations for the purpose of ascertaining whether or not this Agreement is being observed.

This right shall be exercised reasonably. Such staff representatives of the Union shall notify management before proceeding to or at the work location of their visit and shall not disrupt the normal conduct of work. Such activities as collection of dues, holding membership meetings, and conducting elections are prohibited during working hours without the prior approval of the Fire Chief or a designated representative.

## **2.4 Use of Fire Department Facilities**

The Union may hold meetings of its members or representatives on Fire Department property provided that prior permission has been obtained from the Fire Department. Unless there are extraordinary circumstances such requests should be presented to the Fire Department at least twenty-four (24) hours prior to the anticipated time of the meeting.

The Union may maintain a Union bulletin board at each work location members are assigned to. The purpose of the board is to communicate with members as necessary to provide adequate representation. The Fire Department will not censor the communications posted on the Union board nor tamper with or alter the board and its contents in any way without prior notification of the Union.

## **2.5 Union Notice**

The Union shall be notified in advance in writing of any ordinance, rule, resolution, or regulation change relating to matters within the scope of representation not covered by this Agreement, which is to be adopted or implemented by the JPA Board of Directors.

The Union shall be given the opportunity to meet and confer prior to any enactment or implementation if meet and confer is required by law and a request is made. Such written notice shall be addressed to the Union DVPs. In cases of emergency where the JPA Board of Directors determines that an action must be enacted immediately, without prior notice or meeting with the Union, the Fire Department shall provide the Union such notice and the opportunity to meet and confer at the earliest practical time.

## **Article 3 Probationary Period**

### **3.1 Probationary Period**

The probationary period shall relate to the length of time it requires for an employee to become proficient in the particular position and for the appointing authority to adequately judge the proficiency. The probationary period for all positions promoted within the department shall be twelve (12) months and eighteen (18) months if hired externally and/or not a current employee of the Department.

### **3.2 Probationary Period Extension**

If an individual is hired with special requirements (as detailed in the letter offering employment) the individual must meet the conditions contained in the offer letter in order to complete their probationary period. The Department may extend an employee's probationary period up to six (6) months in order for the employee to meet the special requirements contained in their offer letter.



## **Article 4 Personnel Files**

Employees (or his/her representative on the presentation of written authorization signed by the employee) may, by appointment, review and have a right to receive a copy of their individual personnel files maintained by the Fire Department Administration. Written reprimands and warnings shall be maintained in such files only in the event a copy of the document has been submitted to the employee.

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

The Department shall provide an opportunity for the employee to respond in writing and personal interview, to any information about which he/she disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of their personnel record. No disciplinary information shall be placed in a personnel file without the knowledge of the employee, preferably with employee's signature and date.

Letters of reprimand/warning shall be removed from an employee's official personnel file, and any other file used by the employer for any personnel purpose, after one (1) year upon the written request of the employee and approval by the Fire Chief.

## **Article 5 Release of Information**

Unless required by court process, information requested by creditors or other persons outside the Department concerning employees will be limited to verification of employment, length of employment and confirmation of salary information (if the person inquiring first states the correct salary to the Fire Department). Release of more specific information may be authorized by the employee in writing, signed by the employee.

## **Article 6 Special Industrial Injuries/Illnesses**

### **Exposure History**

The Department will provide at no cost to the bargaining unit member a system to track employee exposures to hazardous or infectious materials.

## **Article 7 Rehabilitation**

With the approval of the Fire Chief or his/her designee, and the employee concerned, any past, present or future employee on disability retirement, or facing disability retirement, may be transferred and/or reinstated to a position in another class at the same or lower salary range for which the Fire Chief, or his/her designee, finds the employee qualified. Such reinstatement and/or transfer shall be voluntary with the employee, entered into only after the options are explained. Such reinstatement and/or transfer shall require the service of a new probationary period unless such probationary period is waived by the Fire Chief. Credit for previous employment shall be granted in computing vacation and

sick leave accrual. Credit for previous employment may be granted in computing salary or other benefits on the specific recommendation of the Fire Chief or his/her designee, at time of transfer and/or reinstatement.

## **Article 8 Fire Department Function**

Fire Department personnel working a fifty-six (56)-hour workweek shall operate under a ten (10)-hour activity schedule outlined below: An example of a duty shift for the Fire Department is as follows:

0800 – 0900:	Exchange Information, Conference Call, EMS, Apparatus Check and Station Maintenance
0900 – 1130:	Scheduled Activities: Fire Prevention, Training, Public Contacts/ Education, etc.
1130 – 1300:	Lunch
1300 – 1600:	Same as 0900 – 1130
1600 – 1800:	Physical Fitness

The duty day outlined above may be rescheduled or rearranged as needed by the Deputy Chief with consideration for the daily activity schedule to accomplish training such as in service, context, specialized, probationary, and interagency training.

It is understood that flexibility is the key to the successful operation and efficiency of the Fire Department. Periodically, there is a need to conduct some activities, i.e. Public Education and Community Contacts, etc. outside of the normal duty day, 0800 – 1800 hours, and when this happens, efforts shall be made to allow battalion chiefs to adjust their scheduled activities for the day to accommodate those evening activities.

## **Article 9 Health and Wellness**

All employees are encouraged to participate in the Fire Department Health and Wellness Program. The goals of the program are to assist each employee in leading a healthier and more productive life through cardiovascular fitness and health education.

The Health and Wellness Program adopts fitness goals consistent with the functions of the firefighting profession, which are reviewed and approved by the Safety, Health and Wellness Committee.

Wellness health screens will be offered each year to all employees. The profiles will be confidential in accordance with federal and state law (for example HIPAA).

## **Article 10 Officers' Meetings**

Up to three general officers' meetings may be conducted each year. Notification of dates shall be done three months in advance. The meetings will be scheduled to impact each platoon as equally as possible. Possible subjects shall include special management

training sessions, current departmental information and a forum for new ideas and recommendations.

These meetings shall be designed to foster improved communications between management and fire supervisory personnel.

### **Article 11 Staffing**

The Fire Department shall assign a minimum of one (1) Operational Battalion Chief per platoon to operate facilitate daily operations.

### **Article 12 Promotions / Certifications**

Promotional examinations and/or appointments shall be conducted on order of the Fire Chief or his/her designee whenever practical and consistent with the best interest of the service. Employees are encouraged to prepare for, and compete in, promotional examinations. Only candidates who meet the requirements set forth in the promotional announcement may compete in the promotional process.

### **Article 13 Seniority for Other Than Layoffs**

The Department shall keep an up-to-date seniority list of all employees covered by this agreement and post the seniority list in a conspicuous place. The posted list will show the date of hire and/or promotion date for Battalion Chiefs, for each employee if the dates are different.

Date of hire shall be based on the employee's starting date in the Department.

If more than one Battalion Chief has the same entry date, the following criteria in order will be used to establish seniority:

1. Lateral Battalion Chiefs will be placed on the seniority list by order of their ranking in the hiring process, following the Chief's interview.
2. Promotion date will be based on an employee's date of promotion to Battalion Chief and is not subject to adjustment for any leaves without pay. The entry date and promotional date shall only be used to determine seniority for internal Fire Department procedures where selection is based on seniority such as annual vacation and station/platoon selections. When more than one Battalion Chief is promoted on the same day, the order of their ranking in the hiring process, following the Chief's interview shall determine placement on the seniority list.

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 (up to and including Step 2 of the grievance procedure); however, such grievance must be filed within thirty (30) days after the posting of the seniority listing.

## **Article 14 Pay Rates**

Effective July 9, 2023, base pay rate shall be increased by five percent (5%) for all classifications in the Unit.

Effective July 7, 2024, base pay rates shall be increased by five percent (5%) for all classifications in the Unit.

Effective July 6, 2025, base pay rates shall be increased by 3.75 percent (3.75%) for all classifications in the Unit.

Effective July 9, 2023 or as soon as administratively possible, the classification of Battalion Chief shall receive a \$2,500.00 equity adjustment that shall be added to their annual base wage and paid per pay period. This equity adjustment shall be applied to all steps of the salary range prior to any scheduled salary increases.

Effective July 7, 2024 or as soon as administratively possible, the classification of Battalion Chief shall receive a \$2,500.00 equity adjustment that shall be added to their annual base wage and paid per pay period. This equity adjustment shall be applied to all steps of the salary range prior to any scheduled salary increases.

Effective July 6, 2025 or as soon as administratively possible, the classification of Battalion Chief shall receive a \$2,500.00 equity adjustment that shall be added to their annual base wage and paid per pay period. This equity adjustment shall be applied to all steps of the salary range prior to any scheduled salary increases.

## **Article 15 Compensation Survey**

The Department and Local 2400 will establish a committee of Battalion Chiefs and the Operations Deputy Chief or Chiefs designee to jointly work together to create a compensation survey. The purpose of the compensation survey is to assist the parties in negotiating a successor MOU.

The first meeting of the committee will be held at least eight months prior to the expiration of the MOU.

The Committee is assigned to determine how the survey data will be collected.

Survey data will be collected from comparable positions in agencies providing fire related services (with a minimum service population of 75,000 and a maximum service population of 250,000) within San Mateo, Alameda and Santa Clara Counties. Data will be collected for the Battalion Chief and Fire Marshal classifications.

The cutoff date for the collection of data will be the first of the month, 5 months prior to the expiration of the MOU. All future negotiated salary increases, known on the first of

the month, 5 months prior to the expiration of the MOU and effective prior to 2 months after the expiration of the MOU shall be included in base top step salary for all comparable classifications. Any increases negotiated beyond 2 months after the expiration of the MOU shall not be included in the compensation survey. If an agreement has a salary/benefit increase effective prior to two months after the expiration of the MOU, but is not adopted by the governing body until after the first of the month five months prior to the expiration of the MOU, those increases will not be included in the compensation survey.

The compensation survey will at least include the following:

- Top Step Base Salary
- EMT Pay
- Employer Health and Welfare Contribution (Medical, Dental, Vision, Life Insurance)
- Holiday Pay/Holiday Time (if not included in base salary)
- Employee contribution to retirement

In addition to the data collected above, data regarding the following will also be collected:

- Paramedic Pay
- Uniform Allowance
- Education Incentive
- Any other item the Committee determines appropriate to be collected
- Employer contribution to retirement
- Longevity Pay

## **Article 16 Salary Step on Appointment**

The entrance salary for any employee shall be at the minimum salary for the class, except when in the opinion of the Fire Chief circumstances warrant appointment at a higher step.

## **Article 17 Salary Advancement**

Salary advancements to succeeding steps within an established range shall be based on merit and normally be granted at intervals of twenty-six (26) pay periods except as stated in a through d below.

- a. An employee who is promoted shall have his/her salary adjusted to the first step of the salary range for the higher class that is at least five percent (5%) greater than the employee's salary and certification pays before promotion, except that under no circumstance shall the employee receive a salary that is greater than the maximum salary established for the class to which he/she is promoted.
- b. All employees who have been granted a military leave may upon their return to the Fire Department service, be entitled to the normal salary advancements within the range scale of the established wage schedule of

their classifications that occurred during the period they were in the military service.

- c. The date of a scheduled salary increase may be advanced up to thirteen (13) pay periods, which shall be the new anniversary date for computation of salary adjustments, based on merit as evidenced by an evaluation of the ability of the employee to meet established standards in view of time in grade on the approval of the Fire Chief.
- d. The date of a scheduled salary increase may be delayed up to twenty-six (26) pay periods as evidenced by a written performance improvement plan that details deficient performance and objectives to meet Department expectations. Delay of step advancement may be reviewed by the Fire Chief or his/her designee, at employee request. Delay of step is not otherwise appealable or grievable under this MOU. The decision of the Fire Chief relative to delay of step shall be final.

#### **Article 18 Pay Rate Step When Range Changed**

- a. Upon promotion, the pay rate of an employee shall be set in accordance with Article 17a.
- b. An employee who is demoted shall have his/her salary reduced to a rate not higher than the maximum rate for the new class.
- c. An employee who is transferred to a position in a class with the same entrance base salary shall be paid at his/her present rate, or at the next higher rate in case there is not exact conformity between the two intervening rates in the salary ranges of the classes.

#### **Article 19 Paydays**

Payday shall be every other Friday.

#### **Article 20 Educational Incentive Pay**

##### **20.1 Eligibility**

The educational incentive program is open to all employees in the Battalion Chiefs Unit. The maximum amount of educational incentive payment to be provided shall be two hundred sixty dollars (\$260) per month, paid biweekly.

##### **20.2 Qualifications**

Minimum qualifications for the one hundred fifty dollars (\$150) per month rate shall be any of the following:

- Associate of Arts Degree

or

- Officer Certification

or

- Sixty college level units

Minimum qualifications for the two hundred sixty dollars (\$260) per month rate shall be any of the following:

- Bachelor's Degree

or

- One hundred twenty (120) college level units

### **20.3 General Provisions**

- a. Upon qualification an employee shall be entitled to educational incentive pay from the first full pay period of the month following the date of submittal and acceptance. Educational incentive pay will be paid on a biweekly basis.
- b. Evidence of satisfactory completion of qualifications for any step incentive as outlined in this section, shall be submitted to the Human Resources Department and must consist of a grade "C" or better (if taken for a letter grade), or a "pass" (if taken for pass/fail).

### **Article 21 Base Pay Calculation**

The annual hourly factor used to calculate the hourly rate is 2,912 hours for personnel assigned to a 56-hour work week, and 2,080 for personnel assigned to a 40-hour work week.

### **Article 22 Bilingual Differential**

Effective January 13, 2019, the Department shall provide all employees who received bilingual differential as of December 31, 2018 at the rate of one hundred eighty-one dollars and ninety-six cents (\$181.96) per pay period. If an employee is off work for over 30 consecutive calendar days, he/she will not receive the bilingual differential for the remainder of the leave; although this will not take effect if the employee is out on 4850 disability leave. No employees can qualify for bilingual differential after January 13, 2019.

In order to ensure that employees retain bilingual proficiency, a periodic requalification may be required, and shall be administered by the Fire Chief or his/her designee. In

addition to English speaking skills, an individual must possess other speaking skills as deemed appropriate by the Fire Chief.

## **Article 23 Hazardous Material Compensation**

### **23.1 Joining the San Mateo County Hazardous Materials Response Team**

New Members will be added to the Team only when vacancies occur due to resignation, retirement, or if additional positions are created or funded. Employees will be trained in accordance with Title 19 CFR 1910.120 (q) and Title 8 CCR 5192 and shall maintain annual training and competencies as outlined in the Hazardous Materials Policy Manual to maintain assignment to the Team.

### **23.2 Hazmat Chief Officer Assignment to the San Mateo County Hazardous Materials Response Team**

Once an employee has received certification as a Hazardous Materials Technician and has been assigned to the San Mateo County Hazardous Materials Response Team as the Hazmat Chief Officer, the employee shall receive a differential equal to four percent (4%) of Base Pay.

Hazmat Chief Officers who completed the Hazmat Assistant Safety Officer certification shall receive an additional two- and one-half percent (2.5%) of base pay for a total of six- and one-half percent (6.5%) of base pay.

### **23.3 Continuing Education and Hazardous Materials Trainings**

Hazmat Team members shall maintain competency in the skills, equipment and assigned training as outlined in NFPA 472, 1072 and Title 8 CCR 5192(q). Failure to maintain competency or complete assigned training may result in the removal from the Hazmat Team and any associated incentives.

### **23.4 Hazmat Team Staffing**

There shall be a minimum of twenty-Seven (27) hazardous materials technicians, or higher certification, assigned to the hazmat team.

The Hazmat Chief Officer shall have the rank of battalion chief or higher. The selection of the Hazmat Chief Officer will be determined by the Deputy Fire Chief and/or the Fire Chief.

### **23.5 Leaving the San Mateo County Hazardous Materials Response Team**

A Hazmat Chief Officer that wishes to leave the Hazmat Team shall submit their request in writing to the Deputy Fire Chief by the 1<sup>st</sup> of April each year. Employees leaving the Team will no longer receive the applicable assignment pay. Upon written request, the Fire Chief may allow a member to leave the Team at any time.



## Article 24 Hours of Work

The regular workweek for employees occupying full-time positions in classifications other than for personnel assigned to fifty-six (56) hours per week shall consist of eighty (80) hours in each two-week pay period. In this Agreement, the term "Forty-hour employee" or references to forty (40) hour employees shall include personnel assigned to an eighty (80) hour schedule in each two (2) week pay period. The typical work week for a "forty-hour employee" is five (5) consecutive days of eight (8) hours per day beginning at 8:00 am. Alternate work schedules and starting times may be provided with the approval of the Fire Chief or his/her designee. Thus, vacation accruals and sick leave, for example, shall be governed by rules applicable to forty (40)-hour employees.

- a. Nothing in this section shall require an employee to accept compensatory time off in lieu of overtime pay for overtime hours worked.
- b. No employee shall be permitted to work more than three hundred and thirty-six (336) cumulative hours without a minimum break period of twenty-four (24) consecutive hours.
- c. The regular workweek for employees working suppression duty in the classifications of Battalion Chief shall be fifty-six (56) hours. A normal work schedule shall consist of two (2) consecutive twenty-four (24) hour shifts for a total of forty-eight (48) hours, followed by ninety-six (96) consecutive hours off within a six-day cycle, the subject to other provisions outlined in this section.

A typical work period shall be twenty-four (24) days containing four (4) such six (6)-day cycles in accordance with the following chart:

**XXOOOXXOOOXXOOOXXOOO**

X= 24-HOUR DAY WORK DAY

O= 24-HOUR OFF-DUTY DAY

The regular workday for Battalion Chief who are assigned to suppression duties shall commence at 8:00 am and end at 8:00 am the next day for a total period of 24 consecutive hours.

The Fire Department shall have the right to modify the starting/stopping dates of the work period for Battalion Chief as different work or shift assignments are made in order to minimize overtime under FLSA or to accommodate the Christmas Eve/Christmas Day alternative schedule.

December 2023:

B Platoon will work December 22 and December 24

A Platoon will work December 23 and December 25

December 2024:

B Platoon will work December 22 and December 24

A Platoon will work December 23 and December 25

December 2025:

No Changes

December 2026:

C Platoon will work December 22 and December 24

B Platoon will work December 23 and December 25

## **Article 25 Light Duty Assignments**

### **25.1 Light Duty Assignments**

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

### **25.2 Limited Duty Schedule**

In the interest of flexibility to accommodate both the desires of the employer and the employee, the parties agree to work out a schedule agreeable to both parties.

The parties agree that when there is a limited duty assignment they shall attempt to come to a mutual agreement on the type of schedule to be worked; whether it is to be 5 - 8's, 4 - 10's or any other schedule that meets the needs of both parties.

### **25.3 Forty (40)-Hour Assignments**

Assignments to Administration, Fire Prevention, or Training shall be on a forty (40) hour workweek in accordance with the schedules set forth in this Agreement.

Battalion Chiefs assigned to a forty (40) hour assignment, shall receive a Management Incentive Pay of 10% of base pay and will be provided a department vehicle and fuel card.

## **Article 26 Trades Exchange of On-Duty Time**

- a. Members may be permitted to trade work shifts when entered into the designated computer system (currently Telestaff).

- b. Members may be permitted unlimited trades. The Deputy Chief may deny excessive trades based on the impact of either party's ability to adequately participate in shift activities. Any denial of a trade request shall include a written explanation as well as any action an employee may take to get the trade approved if any such alternative exists.
- c. No trades will be permitted that would require any employee to work more than three hundred and thirty-six (336) cumulative hours. Minimum break time must be twenty-four (24) hours.
- d. Denial of a trade can be appealed through the grievance procedure up to and including Step 2 only; however, if the grievance cannot be finalized prior to the date of the requested trade, resolution of the grievance is limited to the employee's desire to avoid situations in the future.
- e. The person requesting the trade shall work with the Deputy Chief and Training Battalion Chief to make up any required training that is missed, and shall be responsible for any mistakes or misunderstanding related to the trade. Telestaff documentation of the authorized trade shall be used to resolve any discrepancies.
- f. The person agreeing to work, and for any reason does not show up for work at the designated time, will be charged appropriate sick leave or some other type of leave as may be appropriate for the circumstances. That employee may also be subject to any personnel action deemed necessary and appropriate, as though the person has missed one of their own shifts.
- g. Employees on Workers' Comp Leave (Disability) will not be allowed to trade a shift until they have worked at least one of their own regularly scheduled shifts.

In accordance with Section 7(p)(3) of the Fair Labor Standards Act, traded or substituted time will not be considered by the Department when calculating hours for which an employee is entitled to additional overtime compensation as a part of his/her regular schedule under the FLSA.

When an employee trades or exchanges hours of work with another employee, each employee shall be credited as if he/she had worked his/her normal schedule for that shift. In effect, even though a substitution has taken place, each employee will be considered to have worked his/her normally scheduled hours.

## Article 27 Special Command Pay

A Battalion Chief who works in excess of their regular working hours assigned to an Operations position, will receive compensation in accordance with the table below:

EffectiveDate	Flat Amount for a full 24-hour Shift	Flat Amount for per hour
July 2023	\$2,736	\$114
July 2024	\$2,880	\$120
July 2025	\$3,024	\$126

### 27.1 Regular Staffing

- a. Special Command Pay shall be of at least one (1) hour at any one time in order to be compensable, with the following exceptions:

Emergency Special Command Pay. Any employee who is called in for emergency Special Command Pay of any duration shall be compensated for a minimum of three (3) hours Special Command Pay.

Court Time. Any employee who is required to appear in court as part of his official duties on one of their regularly scheduled days off or one of his regularly scheduled days of vacation, shall be compensated for a minimum of three (3) hours Special Command Pay.

- b. When the Fair Labor Standards Act (FLSA) is in effect, the following shall apply:

- 1) "Overtime" shall be those hours in excess of one hundred eighty-two (182) hours (or other maximum number of hours established by the Department of Labor for employees engaged in fire protection activities within a twenty-four (24)-day period, as designated by the Department in accordance with FLSA, or one hundred sixty-eight (168) hours for Fire Prevention personnel).

In the event that the standards of the FLSA or its regulations are modified to create overtime obligations when less than fifty-three (53) hours are worked by Battalion Chiefs within a workweek, Department may adjust the work period of twenty-four (24) days; provided, however, that if the work hours creating overtime in a workweek are decreased to below fifty (50) hours Department shall meet and confer if requested prior to adjusting the work period.

- 2) In as much as hours WORKED (vs. being on pay status via vacation, sick leave, comp. time, etc.) is the criteria for determining if an

overtime obligation exists, the Department will determine overtime obligations at the conclusion of each twenty-four (24)-day period and will provide overtime payment as soon as practicable after the conclusion of the employee's twenty-four (24)-day work period.

3) Exempt and non-exempt positions shall be established by the Department in accordance with the definitions and regulations of the Fair Labor Standards Act (FLSA). Unless changes in FLSA occur, based upon present working responsibilities, Battalion Chiefs are exempt positions.

4) Overtime for Forty (40) Hour Work Week Employees

a. Definitions

1. Regular Special Command Pay is authorized time worked, except emergency Special Command Pay, by an employee in excess of his/ her normal workday (except for b.2. below). Forty (40) Hour employees receive Special Command Pay after forty (40) hours in a week.

Normal workdays exceeding eight (8) hours per day but not exceeding forty (40) hours in a work cycle must be approved by the department and the Union prior to implementation.

2. Changes to the workday. For employee convenience and with their supervisor's approval, minor changes to the workday may be arranged on an hour-for-hour basis providing hours worked do not exceed forty (40) hours for the work cycle.

3. Emergency Special Command Pay is authorized time worked by an employee when he/she is contacted outside of his/her regular working hours and is requested to report to duty because of an emergency. Emergency, within the meaning of this Section, means an unpredictable or unavoidable occurrence at unscheduled intervals requiring immediate action.

b. An employee shall work at least one (1) hour in excess of their regular schedule to be entitled to Special Command Pay. Exceptions are as outlined:

1. Emergency Special Command Pay. Any employee who is called in for emergency Special Command Pay of any duration shall be compensated for a minimum of three (3) hours overtime.
  2. Return to Work. An employee required to return to work after the completion of his/her normally assigned shift shall receive a minimum of two (2) hours work, or if two (2) hours of work is not provided, a minimum of two (2) hours pay at the Special Command Pay rate.
- c. A specific advance authorization must be obtained from the Fire Chief or his/her authorized representative.

## **27.2 Voluntary Overtime Staffing Procedure**

- a. The Department shall utilize the designated computer program (currently Telestaff). Employees may access the program via computer in the fire stations, or from home via the internet from their personal computers. It is the responsibility of the employees who wish to be available for overtime to make sure the computer program has properly recorded their availability on all or part of the specific date. Employees may access the computer program at any time to make modifications to their availability or contact information. The back-up for the computer program will be a telephone call to the Deputy Chief. Training will be provided for all employees on the computer program's operations prior to implementing any new features of the program.
- b. Staffing will be performed through use of the computer program. It will contact identified voluntary employees by their listed phone number. Employees who receive an automated contact will follow the procedures for accepting or rejecting overtime.
- c. If an employee accepts a voluntary overtime assignment, the number of voluntary overtime hours worked will be added to the total hours the employee has worked that year. Employees may only reject a voluntary overtime assignment when another employee is signed up and willing to cover the vacancy. Voluntary overtime assignments may not be rejected when the rejection would cause a mandatory overtime assignment to another employee. If an employee rejects any voluntary overtime assignment within rank of over four hours that is within the time window the employee had declared themselves available, the computer program will add 24 hours to the total number of hours the employee has worked that year. Failure of an employee to accept or acknowledge voluntary overtime in Telestaff or by direct contact with the duty BC shall result in the employee having 24 hours added to the total hours the employee has worked that year. Overtime notifications not received due to technical difficulties with

the department staffing software or hardware will be grounds for waiving of the 24 hour penalty. Personal technological issues are not reason for wavier of the 24 hour penalty.

- d. The voluntary overtime list will be according to total hours and seniority. January 1<sup>st</sup> of each year the total number of hours worked will be reset to zero and the computer program will arrange the list according to seniority by job classification. Hours worked, or the refusal penalty, will be added to the overtime account of each employee throughout the year. Employees with the least number of hours worked will get the first opportunity to accept an overtime assignment. If two employees have the same number of hours worked, the senior employee will have the first opportunity to accept an overtime assignment.
- e. Overtime worked by holding over for less than for (4) hours, or approved special projects, OES or FEMA assignment will not be calculated to the total overtime worked for purpose of determining placement on the voluntary overtime list.
- f. Personnel changing platoons or job classifications shall be placed on the overtime list based on their total hours overtime worked that year.
- g. No trades are allowed while working overtime.
- h. Personnel hired first for less than 24 hours for voluntary overtime on a given day shall have first right to receive additional continuous hours due to schedule changes, up to the end of that shift.
- i. Every effort will be made to staff between the window of 1700 and 2000.

### **27.3 Mandatory Overtime Staffing Procedure**

- a. When the voluntary system (outlined above) fails to provide enough volunteers, the Staffing Officer shall implement the following mandatory staffing procedure.
- b. Every attempt shall be made to avoid mandating **ANYONE** to work within the requirements of the staffing rules.
- c. When the Staffing Officer or designee has completed the attempt to contact any available volunteer, the mandatory overtime mode is initiated. If the shift being filled for is a designated holiday identified in the Holiday Mandatory Overtime Staffing Procedure Section 30.2.4 a. of this procedure, the holiday mandatory overtime system shall be followed. No employee can be ordered to work mandatory overtime out of their job classification. The principle of rank for rank will be used when mandating overtime. This provision does not apply to employees assigned on an interim basis as Acting Battalion

Chief. The Staffing Officer or their designee will follow the staffing rules for mandatory overtime.

- d. Employees mandated to work overtime are responsible to work the assigned shift unless they are able to find another qualified employee, of any rank, to work in their place. The replacement employee shall have the hours worked added to their total overtime hours in the computer program. Mandated employees who find their own replacement shall be exempt from any additional occurring mandatory overtime for that date. Mandated employees who actually work four or more hours of mandatory overtime shall have their name moved to the bottom of the mandatory overtime list.
- e. A mandatory overtime list shall be maintained in the computer program, that determines the order in which the employees will be mandated (by reverse seniority and most recent hours) to work overtime. The mandatory list is located in the computer staffing program (Telestaff) for use when mandatory overtime is required.
- f. No employee will be mandated to work overtime if they are on an approved vacation of 12 hours or greater prior to, or their next regular duty day following the mandated shift. No employee can be mandated to work overtime, or their regular duty shift, if the order would require that employee to work more than 96 hours without a 24 consecutive hour break. Employees exercising the vacation exemption from mandatory overtime must utilize the leave.
- g. No employee shall be mandated to work beyond ninety-six (96) hours without a break of twenty-four (24) consecutive hours except on a voluntary basis to avoid mandatory overtime hiring or under emergency conditions declared by the Fire Chief or designee. Employees volunteering to work beyond ninety-six (96) hours will be responsible to work their regular scheduled shifts and shall not be allowed to work beyond a maximum three hundred thirty six (36) hours without a minimum break of twenty-four (24) consecutive hours. Due regard shall be given to employee safety and mental health.

#### **27.4 Holiday Mandatory Overtime Staffing Procedure**

- a. This procedure shall be used to hire mandatory overtime for Thanksgiving, Christmas Eve, and Christmas Day. Notification of those being mandated for overtime will be as far in advance as possible. For these holidays, notification of those being ordered to work mandatory overtime shall be done 96 hours in advance. The number of people notified will be determined by the actual number of vacancies on those holidays for which it is anticipated that overtime will be needed to fill, plus two in each job classification, including paramedics if not included in the other classifications. Any employee notified twice in the same calendar year for



mandatory overtime on a holiday, but not used for either day, will have the second date assigned as a date worked and move to the bottom of the mandatory overtime list. If personnel needed exceeds the number of personnel notified, the Battalion Chief shall invoke the Emergency Overtime procedure utilizing the mandatory overtime list as the first means of staffing. Should the mandatory overtime list be exhausted, vacancies shall be filled by the first person contacted.

- b. All employees who are not on vacation the last 12 hours of their normal duty day prior to the mandated holiday or the first 12 hours of their next normal duty day after the holiday (referred to as “bracketed days”), will be considered available for holiday mandatory overtime. All employees not on vacation, sick leave, workers compensation, or other recognized leave, will be available to be mandated to work overtime on the three holidays listed in 30.2.4a. Employees exercising the vacation exemption from holiday mandatory overtime must utilize the leave. Bracketed days cannot be traded. Employees denied vacation leave for Thanksgiving, Christmas Eve, or Christmas Day due to a lack of overtime volunteers will have their names placed at the bottom of the mandatory overtime list.
- c. When one platoon is responsible for both holidays, i.e., Christmas Eve and Christmas Day the following will take place:

For example, employees will be notified according to the existing procedure. Once employees are notified, the person at the bottom of the list of employees notified will have first choice picking either Christmas Eve or Christmas Day. The next person from the bottom of the list will have the next choice for either Christmas Eve or Christmas Day. This procedure will take place until all slots are filled for both days. (Group the needs of those notified for both days together on one list, then have the personnel choose.)

An example of the above procedure is as follows:

1	Last Choice
2	Eleventh Choice
3	Tenth Choice
4	Ninth Choice
5	Eighth Choice
6	Seventh Choice
7	Sixth Choice For Either Day
8	Fifth Choice For Either Day
9	Fourth Choice For Either Day
10	Third Choice For Either Day
11	Second Choice For Either Day
12	First Choice For Either Day

- d. No employee shall be mandated to work overtime, except emergency overtime, if it requires them to work a minimum of four (4) hours on each shift of Christmas Eve and Christmas Day. No employee will be mandated to work to replace another who is working out of rank for a short term Temporary Upgrade (acting) assignment.
- e. Mandated employees who find their own replacement shall be exempt from any additional occurring overtime for that date.

## **Article 28 Temporary Upgrade Pay (Acting Pay)**

Compensation to employees who are assigned by the Department to work in an upgraded position/classification for a limited duration.

### **28.1 Eligibility for Temporary Upgrade Assignments**

Employees are eligible to be assigned based on qualifications and experience as determined by the Fire Chief.

### **28.2 Order of Assignment for Short Term Temporary Upgrade Deputy Chief Assignments**

Whenever a Battalion Chief is needed to fill out the approved complement of a shift and a person must be hired back to fill such approved complement, a reasonably available Battalion Chief shall be hired back rather than appointing Acting Battalion Chief.

Order of assignment will be based on qualifications and experience as determined by the Fire Chief.

### **28.3 Long Term Temporary Upgrade Deputy Chief Assignments**

Employees will be assigned Long Term Temporary Upgrade Deputy Chief Assignments in accordance with the meet and confer process with the Department and the DVP's. 'Long Term' is defined as ten (10) or more shifts.

### **28.4 Temporary Upgrade Deputy Chief Assignment**

Whenever a Battalion Chief is assigned to serve in a Temporary Upgrade Deputy Chief Assignment, he/she shall be paid at the step on the Deputy Chief pay scale that provides for at least a five percent (5.0%) increase in the employee's base pay. A Battalion Chief in a Temporary Upgrade Deputy Chief Assignment will remain covered by all provisions of the Battalion Chiefs MOU.

## **Article 29 Leaves**

### **29.1 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 1st.
  - Martin Luther King's Birthday, the 3rd Monday in January.
  - President's Day, 3rd Monday in February.
  - Memorial Day, last Monday in May.
  - Independence Day, July 4th.
  - Labor Day, 1st Monday in September.
  - Veteran's Day, November 11.
  - Thanksgiving Day, 4th Thursday in November.
  - The day after Thanksgiving.
  - Christmas Eve, December 24<sup>th</sup>.
  - Christmas Day, December 25<sup>th</sup>.
  - New Years' Eve, December 31.
- Every day approved by the JPA Board of Directors as a public holiday, public fast, thanksgiving or a day of mourning.

When a holiday falls on Sunday, the following Monday shall be observed. If the holiday falls on Saturday, the previous Friday shall be observed.

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

If the holiday falls on an employee's regularly scheduled time off, eight (8) hours of holiday leave shall be granted on a regularly scheduled time worked. In the event one (1) or more holidays fall within an annual vacation leave of an employee who receives holiday time off, such holidays shall not be charged as vacation leave.

If a forty (40) hour workweek employee is required by the Department to work on any of the above holidays, he/she shall be paid at the appropriate Special Command Pay rate for the hours worked.

## **29.2 Holiday-in-lieu Pay for Fifty-Six (56) Hour Workweek Employees**

Employees working a fifty-six (56) hour workweek shall not accrue paid leave for the Department's designated holidays. In recognition of this, employees shall receive Holiday-in-lieu pay at the rate of 5.25% of employee's base pay each pay period. Nothing in this section shall be construed to change department practice regarding the number of vacation spots available per day for usage.

Employees who regularly work a 56-hour per week schedule who are temporarily assigned to a 40 hour per week schedule on a short-term basis (i.e., for light duty assignment), but who are anticipated to return to the 56 hours per week schedule will continue to receive the 5.25% differential. Those employees will not be entitled

to paid time off for any of the Department’s recognized holidays (as defined in Section 37.1 “Holiday Benefit for Forty (40) Hour Workweek Employees”). 56-hour employees temporarily working a 40-hour week will be required to work on Department holidays and will not receive a paid holiday for those workdays. Employees who desire those days off must use their own discretionary leave and have departmental approval. Additionally, the Department and employee may mutually agree to establish an alternate work schedule for the week in which a holiday falls.

**Article 30 Vacation**

**30.1 Policy**

Vacations are considered essential to the employee's welfare and they are granted by the Fire Department to allow employees relaxation and rest from their duties. Therefore, it shall be the policy of the Fire Department not to allow the excess accumulation of vacation leave.

All full-time regular employees shall be entitled to annual leave with pay as provided below.

**30.2 Vacation Allowance**

Each 56-Hour Week employee shall be granted one hundred forty-four (144) hours credit for vacation with pay following completion of one (1) year of continuous service from date of hire. Thereafter, for each additional biweekly pay period of service, the employee shall accrue vacation with pay as follows:

Minimum Continuous Service	56-Hour Week			
	Hrs.	Shifts	BW Accrual	Max. Accumulation
End of 1 <sup>st</sup> Year	144			
13-47 months	144	6	5.54	288 hrs.
48-95 months	204	8.5	7.85	408 hrs.
96-143 months	224	9.33	8.62	448 hrs.
144-191 months	264	11	10.15	528 hrs.
192-239 months	300	12.5	11.54	600 hrs.
240+ months	312	13	12	624 hrs.

Each 40-Hour Week employee shall be granted ninety-six (96) hours credit for vacation with pay following completion of one (1) year of continuous service from date of hire. Lateral employees may be granted a prorated amount when necessary. Thereafter, for each additional biweekly pay period of service, the employee shall accrue vacation with pay as follows:

Minimum Continuous Service	40-Hour Week			
	Hrs.	Days	BW Accrual	Max. Accumulation
End of 1 <sup>st</sup> Year	96	12		
13-47 months	96	12	3.69	192
48-95 months	146	18.25	5.62	292
96-143 months	160	20	6.15	320
144-191 months	188	23.5	7.23	376
192-239 months	200	25	7.69	400
240+ months	208	26	8	416

The above allowance shall be pro-rated for employees leaving employment with the Department during a biweekly pay period.

Employees signed up for vacation on Thanksgiving, Christmas Eve, and Christmas Day will only be granted vacation when staffing allows for their vacancy to be filled by voluntary overtime personnel. Employees granted approved vacation will be notified by 2000 the night before. Once vacation is approved it cannot be canceled, unless done so voluntarily to prevent mandatory overtime.

No employee may use vacation in excess of hours accrued.

### 30.3 Vacation Accumulation

- a. The Department will provide each employee a bi-weekly written accounting of vacation accumulation and vacation earned and used during the previous pay period. The report may be included on the bi-weekly wage and earnings statement. Employees may not accrue more than two times their annual vacation leave.
- b. Employees are responsible to schedule their vacation during the annual vacation signups to ensure that their maximum accrual does not exceed their two (2) year accrual. Employees who are unable to take their vacation due to the Fire Department's service needs and reach their maximum permissible vacation accumulation will be required to accept cash payment, in twenty-four (24)-hour increments, for enough time to reduce the accumulation below the maximum.

### 30.4 Vacation Accumulation Maximums

When switching between shift and non-shift work schedules:

#### 30.4.1 Shift Employees

When a shift employee accepts an alternate work assignment as a non-shift employee, the maximum accumulation applicable from the shift schedule shall be

factored into an equivalent temporary balance in the non-shift schedule, which shall apply for a two (2) year period. If the assignment extends beyond two (2) years, the employee must begin reducing the temporary balance to meet the balance that is formalized in the MOU that relates to a permanent assignment on a non-shift schedule. At the end of three (3) years in the alternate assignment, the employee will be paid for any excess balance above the formalized maximum in the MOU that relates to the non-shift schedule as a permanent assignment.

#### **30.4.2 Non-Shift Employees**

When a non-shift employee accepts an alternate assignment as a shift employee, the employee shall be allowed to accumulate leave time under maximum accumulation ceilings applicable to shift employees. When the assignment ends and the employee returns to non-shift work, the employee will be allowed one (1) year to reduce the balance or be paid for the excess at the end of that one-year period.

#### **30.5 Continuous Service**

- a. As used in this Section, year of completed continuous service shall include, but not be limited to, all time while the employee is on sick leave and/or vacation pay, whether or not he/she is receiving benefits under Section 4850 of the Labor Code.
- b. Absences of one (1) day or more (one (1) shift for fifty-six (56)-hour employees) resulting from disciplinary action shall cause an adjustment to service date. Neither military leave, family care leave, nor leave of absence without pay less than two (2) pay periods shall constitute an interruption in computing continuous service. However, leaves of absence without pay of more than two (2) pay periods shall constitute an interruption when computing length of continuous service.

#### **30.6 Vacation Scheduling**

The time at which an employee may take vacation shall be determined by the Fire Chief or designee, with due regard for the wishes of the employee and the needs of the service. Denial of vacation may be appealed through the grievance procedure up to and including Step 2 only; however, if a final decision is not made prior to the date of requested vacation, resolution of the grievance is limited to the employee's desire to avoid similar situations in the future and will not include any financial reimbursement. Any other violations of the express provisions of this article may be appealed through the grievance procedure up to and including Step 3.

Vacation scheduling shall be done in accordance with the Department's vacation scheduling procedure.

#### **30.7 Amount of Vacation Time**

An employee may use the vacation to his credit with the following exceptions:

During the initial vacation selection process each year, an employee may

only select the amount of vacation time scheduled to be earned during the calendar year. After the selection process, an employee may then use any other accrued time by selecting open vacation slots on a first-come first-served basis.

### **30.8 Vacation Sellback**

56 Hour employees - In addition to the Department's right to pay employees who reach their maximum accrual, all 56-hour work week employees shall have the option to **make an irrevocable election to** receive cash payment for up to one hundred and forty-four (144) hours of accrued vacation time each calendar year.

Requests must be received by Payroll no later than December 31 for the following year elections. No employee can elect to sell back more than their annual vacation accrual. An employee must have the designated number of accumulated vacation available for sell back at the designated time frame. Employees may receive a cash payment for up to 72 hours of accumulated vacation during the first pay period in June of each year and the employee may receive a cash payment for up to 72 hours of accumulated vacation during the first pay period in November of each year for a maximum of 144 hours.

40 Hour employees - In addition to the Department's right to pay employees who reach their maximum accrual, all 40-hour workweek employees shall have the option to **make an irrevocable election to** receive cash payment for up to eighty (80) hours of accrued vacation time each calendar year.

Requests must be received by Payroll no later than December 31 for the following year elections. No employee can elect to sell back more than their annual vacation accrual. An employee must have the designated number of accumulated vacation available for sell back at the designated time frame. Employees may receive a cash payment for up to 40 hours of accumulated vacation during the first pay period in June of each year and the employee may receive a cash payment for up to 40 hours of accumulated vacation during the first pay period in November of each year for a maximum of 80 hours.

### **30.9 Vacation Allowance for Terminated Employees**

Employees who terminate with the Department shall receive all accrued vacation leave earned in accordance with Article 36 Separation Pays.

### **30.10 Platoon/Station/Vacation Selection (Bidding Procedure)**

The platoon and station sign-up will be held in the fall of each year and completed by December 1 of each year. Bidding for platoon, station and vacation shall be done in accordance with Department platoon, station and vacation bidding procedure (See Appendix C). At this time, Battalion Chiefs are exempt from this procedure.

## **Article 31 Executive Leave**

Battalion Chiefs and Fire Marshal shall be credited with executive leave on a pay period basis a (the accrual rate shall be 3.7 hours per pay period). An employee shall not accumulate more than 80 hours of executive leave. Executive leave shall be taken at the discretion of the Employee contingent upon approval by the Fire Chief or his/her designee.

### **31.2 Sell Back**

Employees may make an irrevocable election to receive cash payment for up to eighty (80) hours of accrued executive leave. Requests must be received by Payroll no later than December 31 for the following year elections. No employee can elect to sell back more than eighty (80) hours of executive leave. An employee must have the designated number of accumulated executive leave hours available for sell back at the designated time frame. Employees may receive a cash payment for up to 40 hours of accumulated executive leave during June of each year and the employee may receive a cash payment for up to 40 hours of accumulated executive leave vacation during November of each year for a maximum of 80 hours.

## **Article 32 Sick Leave**

### **32.1 Purpose**

The purpose of this Section is to continue the compensation of employees who must remain off their jobs because of illness or disability. Such sick leave is a privilege, which the employee can exercise in the event of his/her bona fide illness or disability or in the event his/her presence away from work is essential because of illness, death or disability of immediate members of his/her family.

### **32.2 Sick Leave Accrual**

For full-time regular and probationary employees on a forty (40) hour workweek schedule, sick leave shall be accrued at the rate of 3.7 hours for each biweekly pay period of service or twelve (12) days per year. Unused sick leave shall be accumulated. There is no cap on sick leave accumulation.

For full-time regular and probationary employees on a fifty-six (56) hour workweek schedule, sick leave shall be accrued at the rate of 5.54 hours for each biweekly pay period of service or six (6) twenty-four (24)-hour shifts per year. Unused sick leave shall be accumulated. There is no cap on sick leave accumulation.

Any 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 credits. Sick leave shall accrue during an absence, which is a result of occupational disability resulting from Department service.



The Department will provide a biweekly written accounting to all employees of accumulated sick leave balance and sick leave earned and used during the previous pay period. The report may be included on the biweekly wage and earnings statement.

### **32.3 Doctor's Certification**

The Fire Chief or his/her designee is responsible for determining that only bona fide personal or family sick leave is taken.

A doctor's certification may be required in all cases where the period of absence exceeds five (5) consecutive working days or three (3) consecutive shifts.

The submission of the doctor's certification may be required in other individual cases, regardless of the length of absence, where, in the opinion of the Fire Chief, or his/her designee, substantial evidence exists that sick leave has been misused and a prior warning has been given to the employee regarding the abuse of sick leave.

### **32.4 Protected Sick Leave and Bereavement Leave**

In accordance with California Family Right Act (CFRA), protected sick leave may be taken and if taken, shall be charged to sick leave for the following reasons:

- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee.
- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's family member.
- An employee who is a victim of domestic violence, sexual assault, or stalking.

Family members under CFRA are defined as parent, spouse, registered domestic partner, child, or registered domestic partner's child, sibling, stepchildren, mother-in-law, father-in-law, grandparents and grandchildren. Additionally, an employee may use this leave to care for a "designated person" (employees will be required to designate this person at time of request for leave and employees will be limited to designating no more than one person per 12-month period.)

Not more than six (6) days or 48 hours for a 40-hour employee or four (4) shifts or 96 hours for a 56-hour employee of such family sick leave shall be granted in any one (1) calendar year. However, if extenuating circumstances exist, at the discretion of the Fire Chief and or his/her designee, a reasonable extension of the six (6) days or 48 hours for a 40-hour employee or four (4) shifts or 96 hours for a 56-hour employee limit may be granted. Any additional leave so granted shall be charged against the employee's accumulated sick leave.

In the event of a death in the immediate family, a 40-hour employee may take up to three days or 24 hours a 56-hour employee may take up to two (2) shifts or 48 hours of paid time off. At the discretion of the Fire Chief or his/her designee, the employee may be granted additional shifts of accrued sick leave. Bereavement

Leave shall be tracked separately. In the context of bereavement leave only, immediate family member shall be defined as: spouse, domestic partner, child, foster child who resided with the employee at the time of his/her death, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law, or grandchildren.

Bereavement leave shall not be accumulated and is in addition to sick leave and vacation benefits.

### **32.5 Extended Sick Leave**

After one year of continuous merit system service, employees who must stay off work because of illness or injury and who have exhausted their sick leave benefits may be granted extended sick leave pay for thirty (30) calendar days at the rate of seventy-five percent (75%) of regular salary upon recommendation and approval of the Fire Chief or his/her designee. Such extended sick leave shall not be charged to the employee's future sick leave accrual. Employment-related benefits are prorated in accordance with the employee's time on the payroll (i.e., seventy-five percent 75%). The Fire Department reserves the right to require medical documentation regarding the need for extended sick leave.

## **Article 33 Leaves of Absence**

### **33.1 Industrial Accident Leave**

Industrial accident leave means the absence from duty of an employee because of a work-related disability incurred in the course and scope of employment with the Fire Department. When such absence has been accepted for coverage under the provisions of the Workers' Compensation laws of the State of California, 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 Fire Department any temporary disability compensation received as a result of the Workers' Compensation insurance program during such period of pay by the Fire Department. Safety employees shall be provided benefits pursuant to Section 4850 of the Labor Code of the State of California and applicable State Law.

### **33.2 Military Leave**

Military leave shall be granted by the Fire Department in accordance with the provisions of State and Federal laws.

### **33.3 Jury Duty/Subpoena**

Employees called for jury service shall be excused from all assigned duties until released by the court when: (1) not placed on a jury, (2) the case is recessed for three days or more other than for a weekend or a holiday, or (3) the case has been completed and the jury dismissed. Employees released by the court while

scheduled to be on duty shall have up to three hours to report for duty; however, an employee dismissed after 1700 shall not be required to return to duty, provided the employee has served three (3) consecutive days of jury service.

Employees who are placed on phone standby, by a court, for jury duty shall immediately inform their supervisor of the jury duty requirements. The employee and the supervisor shall work out the appropriate release time arrangements including sufficient time to travel to court and return to work.

Employees that are under subpoena to appear as a witness, or for a deposition, in any legal proceeding that is not part of the employee's official duties, where the employee is not the initiating party, shall be released from duty for sufficient time to fulfill the legal requirements of the subpoena. Employees shall return to duty as soon as is reasonably possible after the completion of the requirements of the subpoena.

### **33.4 Leave of Absence without Pay**

Leaves of absence without pay may be granted for a period not to exceed one (1) year in cases of illness not covered by sick leave; in cases of personal emergencies, including childbirth; for temporary employment by the Union; for education and training; or when such absences would not be contrary to the best interests of the Fire Department. Any authorization for leave of absence without pay shall be made in writing by the Fire Chief or his/her designee.

The employee may elect to use earned sick leave (provided eligible for sick leave) and vacation prior to commencement of the leave or retain the earned sick leave and vacation for use upon return to employment.

Absence from duty without pay for a period not exceeding fifteen (15) calendar days for satisfactory reasons may be granted by the Fire Chief or his/her designee.

Any employee who does not return to his employment on or before the date of expiration of his leave shall be deemed separated from the service as of such date of expiration, subject to due process. An employee who is on leave without pay shall not accrue vacation or sick leave.

### **33.5 Family Medical Leave Act (FMLA)**

In accordance with the Federal Family and Medical Leave Act, and the California Family Rights Act, the Fire Department will grant job protected unpaid family and medical leave to eligible employees for up to twelve (12) weeks per rolling twelve-month (12) period. An eligible employee is one that has worked twelve hundred and fifty hours in the twelve months preceding application for such leave.

The Fire Department will adhere to applicable Federal and State laws regarding Family and Medical Leave. For specific conditions governing Family Medical

Leave please refer to the Fire Department Policy. Such Family Medical leave shall run concurrent with any usage of paid leave.

**Article 34 Benefits**

**34.1 Health Insurance**

The Department shall make contributions on behalf of those employees eligible for Group Medical Coverage under the various plans available to the Department in the amounts necessary to a maximum contribution of one hundred sixty dollars (\$160.00) per employee per month or the MEC as required by CalPERS, whichever is greater.

The Department shall make available to eligible current and retired employees benefits equal to the State Employees' Medical and Hospital Care Act and may self-insure after meeting and conferring and agreeing with the Union.

**34.2 Flexible Benefits Plan**

The Department shall contribute up to the amounts listed below (inclusive of the \$160 maximum Department contribution or CalPERS MEC whichever is greater, towards group medical insurance or No Plan) per month towards the flexible benefit plan.

	<b>Effective January 2023</b>	<b>Effective January 2024</b>	<b>Effective January 2025</b>	<b>Effective January 2026</b>
<b>No Plan</b>	\$380	\$380	\$380	\$380
<b>Employee Only</b>	\$1,044	\$1,107	\$1,173	\$1,243
<b>Employee +1</b>	\$2,087	\$2,212	\$2,345	\$2,486
<b>Family</b>	\$2,717	\$2,880	\$3,052	\$3,235

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

If the full MOU negotiations between the JPA and Local 2400 are not settled prior to November 30, 2025, the fix dollar amounts in the Monthly Flexibly Benefit Contribution shall increase by 6.0%.

Local 2400 may provide the Department with written notice, by August 1, of any year, to reopen and meet and confer regarding Section 37.2 Flexible Benefit Plan

contributions if the fix dollar amount above, requires an employee who selects Kaiser to make a contribution that exceeds 10% of the monthly premium for Kaiser (at employee only, employee + 1 or Family).

- If Local 2400 reopens this Section, an employee who selects Kaiser shall not contribute more than 10% of the Kaiser premium unless the parties mutually agree to an amount that requires an employee contribution to exceed 10% or the Kaiser rate.

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

During the term of this MOU, the maximum monthly out of pocket premium payment of an employee who selects Kaiser will not exceed 10% of the monthly premium for Kaiser at the level selected (employee only, employee + 1 or Family). If the Kaiser monthly premium exceeds the negotiated flat dollar monthly contribution above, and an employee selects a plan whose monthly premium is less than the Kaiser premium, then the employee's maximum contribution shall be up to 10% of the selected plan's monthly premium. For example: if the Departments contribution is \$2,100 per month and the employee selects a plan whose cost is \$2,500 a month the employee contribution will be \$400 per month. If the Departments contribution is \$2,100 per month, but Kaiser premium is \$4,000 per month then the employee maximum contribution would be \$400 per month or 10% of the Kaiser premium.

### **34.3 Dental Insurance**

The Department shall provide for one hundred percent (100%) coverage on routine maintenance and eighty percent (80%) on minor and major dental work with a maximum payment of three thousand dollars (\$3,000) per eligible employee and covered dependent per year. A lifetime orthodontic benefit of three thousand five hundred dollars (\$3,500) shall be provided to eligible employee and dependents. The Department may self-insure to provide equal or better benefits.

### **34.4 Life Insurance/Accidental Death Insurance (AD&D Insurance)**

The Department shall provide the following benefits or their equivalents:

- a. Two hundred thousand dollars (\$200,000) Life insurance.
- b. AD&D two hundred thousand dollars (\$200,000) accidental death and dismemberment.

### **34.5 Vision Insurance**

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

### 34.6 Retirement Health Savings Account

#### Eligibility and Plan Design

All employees in the Unit will be enrolled in the RHS Account.

#### Contribution

Months of Service	Department Contribution	Employee Contribution
1 – 131	2.0%	1.0%
132 – 191	2.5%	2.0%
192 – 239	3.0%	2.0%
240 – 299	3.5%	2.5%
300+	4.0%	2.5%

- Months of Service for the calculation of the RHSA contributions is defined as continuous service with the Department only.

### 34.7 457 Plan – Deferred Compensation Plan

The Department shall make available voluntary deferred compensation plan(s) for all employees.

### 34.8 Internal Revenue Code Section 125 Plan

The Department shall offer an Internal Revenue Code Section 125 Plan (the 'Plan'), which contains the components of premium conversion, healthcare reimbursement account and dependent care reimbursement account.

It is understood that during the term of this contract, the Department may seek expert opinion as to the parameters of this Plan and all contributions to the flexible benefits plan outlined below are contingent upon compliance with state and federal rules and regulations. The Parties agree to meet and confer if any part of this structure is found to be noncompliant. Administration of the Plan is pursuant to IRS regulations. The Department makes no representations regarding taxation of money deferred by employees under the Plan.

## Article 35 Retirement

Retirement benefits shall be provided under applicable legislation pertaining to the Public Employees' Retirement System.

The Department currently provides the following retirement benefits:

### **35.1 Safety**

- 2.7% @ 57 with highest average annual pensionable compensation earned during 36 consecutive months of service for all local safety members hired on or after January 13, 2019 and all “new” members hired on or after January 1, 2013.
- Classic employees, as defined by Section 7522.05 of the Government Code, are responsible to pay the entire employee share (9.0%)

Effective July 12, 2020, classic members and new members hired on or after January 1, 2013 shall pay 50% of the total normal cost rate, with a cap of 14% for Classic members, in accordance with Government Code 7522.30. The contributions toward employer rate will be pre-tax under 414(h)2.

The contributions toward employer rate shall not be credited to the employee account at PERS and shall not be reimbursed to the contributor by the Department at any time for any reason. The contributions toward employer rate will be pre-tax under 414(h)2. In the event the Internal Revenue Service determines these contributions cannot be done pre-tax, the Department will move forward with a PERS contract amendment under Government Code Section 20516(a) as soon as administratively feasible. If the agreement to cost share under Government Code 20516(f) reduces or limits an employee’s benefit base or reportable compensation to PERS during the term of this MOU, the Department agrees to reopen on this item upon the Unit’s request.

### **35.2 Military Buy Back**

The Department has adopted administrative provisions that allow employees to pay for prior military service credit on a pretax basis utilizing the IRS 414(h)(2) provision.

### **35.3 PERS Reopener**

After April 1, 2019, Local 2400 can provide written notice to the Department to reopen the MOU regarding employee retirement contributions. Specifically, the reopener would address Section 20516 Employee Sharing Additional Cost of the PERS Optional Benefits Listing. If any modifications are agreed upon, they shall be in accordance with PERS rules and regulations.

## **Article 36 Separation Pays**

Any employee separating within the term of this contract will have all eligible accrued leave balances paid out into his/her Retirement Health Savings account in accordance with the Plan design.

## **Article 37 Uniforms**

### **37.1 Initial Uniform Allowance**

The Department shall provide two (2) standard uniforms in accordance with the department's uniform policy upon initial hire.

### **37.2 Uniform Allowance**

Employees in the Battalion Chiefs Unit shall receive a uniform allowance of thirty-eight dollars and forty-six cents (\$38.46) per pay period.

As each Station is equipped with washers and dryers, it will no longer be provided with laundry services, sheet and towels.

The Department has an interest in requiring all safety employees to have a Class A uniform. The Department will purchase one Class A coat and hat for each safety employee when they complete probation. The Department will pay for alterations as needed after promotion.

### **37.3 Standard Uniform**

All personnel will be required to wear a standard uniform. The standard uniform will include specifications for clothing used during the physical fitness period. A dark blue standard uniform jacket will be designated by the Fire Chief and the initial purchase will be made by the Department.

The standard uniform items are as follows:

- a. **Shirt:** Dark blue San Mateo Consolidated Fire Department uniform shirt, two pockets, 100% wool, long or short sleeve. Personnel shall be permitted to wear one Department-issued or Association pin on their uniform pocket. No patches are to be worn on the shirt unless authorized by the San Mateo Consolidated Fire Department Administration.
- b. **Trousers:** Dark blue uniform style pants, 100% wool, 16-oz. serge.
- c. **T-shirts:** Short sleeve, official dark blue crew neck with San Mateo Fire Consolidated Department logo on the left breast portion of the shirt.
- d. **Socks:** Solid colors, black, blue or white.



- e. Belt: Plain black, 1½" width, single row buckle holes, with San Mateo Fire Consolidated Department buckle.
- f. Hat: Official San Mateo Fire Department soft hat with San Mateo Fire Consolidated Department hat badge.
- g. Name tag.
- h. Boots: Black high top with steel shank and steel toe. Approved for the fire service by CAL OSHA.
- i. Jacket: Dark blue, approved by the Fire Chief, may be worn with the station uniform.

For Physical Fitness Program and after workday hours within the fire station grounds only:

- j. Sweatshirt: Dark blue, long or short sleeves that are hemmed, and have the official Fire Department logo on the left breast area, with or without "San Mateo Consolidated Fire Department" on the back; NO cut-out or cut-off type sleeves.
- k. Sweatpants: Dark blue with the official Fire Department logo on the left front.
- l. Gym shorts: Dark blue.

#### **37.4 Damage Reimbursement**

Employees of the Fire Department shall be reimbursed the reasonable value of any personal equipment or clothing damaged or destroyed in the discharge of duties under stress or strain where normal caution cannot be exercised.

The amount to be reimbursed for the damaged article(s) will be determined by the employee(s) and the Deputy Chief and will require Fire Chief approval. Disputes on reimbursements are grievable through the grievance procedure up to and including Step 2 only. The following applies:

- a. The amount of reimbursement will be based on the remaining percentage of use, the estimated repair, or the replacement cost of the article(s).
- b. When watches are concerned, reimbursement will not exceed one hundred dollars (\$100) replacement or repair unless prior approval has been obtained from the Fire Chief.
- c. If there is partial or total reimbursement from other sources this will be deducted from the Fire Department's reimbursement.

- d. If the employee receives reimbursement from outside sources after Fire Department payment is made, the employee shall reimburse the Fire Department up to the amount received from the Fire Department.

### **Article 38 Mileage Allowance**

Mileage reimbursement: Fire Department employees who must use their private vehicles for official business shall be compensated at the established Federal rate.

### **Article 39 Mandatory Medicare/Social Security**

The Fire Department reserves the right to reopen this contract in the event that Congress imposes a mandatory obligation upon the Fire Department to compensate members of the Unit for Medicare assistance or Social Security coverage during the term of this Agreement.

In the event the Fire Department and its employees are required to participate in either the Federal Social Security Program or the Mandatory Medicare Program the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the Fire Department shall not be obligated to pay any portion thereof. Likewise, those contributions designated by Federal law to be the sole obligation of the Fire Department shall remain the obligation of the Fire Department.

### **Article 40 Grievance Procedure**

#### **40.1 Definition**

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

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

#### **40.2 Procedure**

A grievance shall be filed according to the following steps:

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

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

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

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

**40.4 Step 2. Fire Chief**

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

**40.5 Step 3. Mediation**

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

**40.6 Step 4. Arbitration**

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

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

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

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

#### **40.7 Extension of Time Limits**

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

#### **40.8 Compensation Complaints**

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

#### **40.9 Suspension and Discharge Grievances**

If the parties, in pursuance of the procedures outlined above resolve a grievance which involves suspension, demotion, reduction in step or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time. In the event the dispute is referred to arbitration and the arbitrator finds that the Department had the right to take the action complained of, the arbitrator may not substitute his/her judgment for the judgment of management, and if he/she finds that the Department had such right, he may not order reinstatement and may not assess any penalty upon the Department.

#### **40.10 Interpretation of Memorandum**

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

### **Article 41 Disciplinary Procedure**

Employees shall only be disciplined for cause. The Department shall conduct discipline consistent with the Firefighters Procedural Bill of Rights Act (Government Code section 3250).

#### **41.1 Discharge, Suspension or Demotion For Cause**

The Fire Chief may discharge, suspend, reduction in salary, or demote an employee for cause. An employee who has completed his/her probationary period may appeal such discharge, suspension, reduction in salary or demotion.

#### **41.2 Cause For Disciplinary Actions**

Employees may be subject to disciplinary action for cause, including, but not limited to, the following:

- a. Commission of a criminal offense.

- b. Willful or negligent damage or loss of Department property.
- c. Neglect of duty.
- d. Insubordination.
- e. Dishonesty including failure to report truthfully when ordered.
- f. Excessive, unexcused and/or unreported absenteeism or tardiness.
- g. Violation of Department policies, rules or procedures.
- h. Incompetence or nonperformance of duty.
- i. Alcohol intoxication on duty.
- j. Under influence of or use of drugs not prescribed by doctor while on duty.

### **41.3 Penalties**

The following penalties may be assessed against any employee as disciplinary action:

- a. Written reprimand
- b. Reduction in salary
- c. Suspension
- d. Demotion
- e. Transfer
- f. Dismissal

Written reprimands are appealable under the disciplinary appeal procedure but only to Step 2. The Fire Chief's decision shall be final.

Performance evaluations are not appealable in Section 43.5 or Section 42 Grievance Procedure.

### **41.4 Predisciplinary Procedure**

Prior to the discharge, demotion, or reduction in salary for disciplinary purpose, or suspension of any regular employee, the following procedure shall be complied with:

a. Written Notice.

Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include:

A statement of the disciplinary action to be taken against the employee;

A statement of the facts upon which the disciplinary action is based which shall set forth the facts and charges so that the employee can understand said charges;

A statement indicating the cause for the disciplinary action;

A statement which generally describes any actions taken against the employee during the last five (5) years and which relates to the current disciplinary action;

A statement advising the employee that the written notice is to be placed in his/her personnel file and that the employee has a right to appeal.

- b. Employee Review.  
The employee shall be given the opportunity to review the documents or materials upon which the proposed disciplinary action is based and he/she shall be supplied with a copy/electronic copy of the documents.
- c. Employee Response (Skelly Hearing).  
Within five (5) business days after the employee has had the review opportunity provided above, he/she shall have the right to respond, orally or in writing, or both, at the employee's option. The five (5) day time limit may be extended by mutual agreement.

#### **41.5 Appeal Procedure**

- a. If the employee is not in agreement with the Skelly Officer's decision (above), he/she may present an appeal in writing to the Fire Chief within ten (10) business days. Failure of the employee to take further action within ten (10) business days after receipt of the decision of the Skelly Officer will constitute withdrawal of the issue. If the employee files an appeal, the Fire Chief shall meet with the employee and/or his/her representative within twenty (20) business days. The Fire Chief shall provide the employee and/or his/her representative a decision in writing within the twenty (20) business days' time period.
- b. **Appeal to the Authority's Board of Directors:** If the employee is not in agreement with Fire Chiefs decision, he/she may appeal the matter to the Authority's Board of Directors. The employee or his/her representative shall file the appeal with the Fire Chief within 10 business days of the Fire Chief's decision. The Authority's Board of Directors shall direct the Fire Chief to schedule the matter to be heard by a hearing officer within 45 calendar days of the filing of the appeal. The parties may select the hearing officer by mutual agreement or by requesting a list of seven (7) arbitrators from State Mediation and Conciliation Service (SMCS). If a list from SMCS is utilized, the parties shall determine by lot which party is to strike the first name from the list. The parties shall alternately strike names from the list until one name remains. The fees and expenses of the arbitrator and of a Court Reporter (if mutually agreed upon) shall be shared equally by the Union and the Department. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any.

The decision of the arbitrator shall be final and binding on the parties.

- c. **Extension of Time Limitations:** Any or all of the time limitations mentioned above with reference to filing and response may be extended by mutual agreement between the parties at the appropriate level.

**41.6 Time and Designee**

The term "day(s)" shall mean calendar days unless otherwise stated to specifically be "business day(s)". No appeal shall be accepted unless it is timely filed and no appeal may be considered unless it is timely taken. If the appeal is not timely filed, it shall be deemed waived.

**41.7 Judicial Review**

Final decisions, after exhausting administrative remedies, shall be pursuant to Code of Civil Procedures Section 1094.5.

**Article 42 Layoff and Reinstatement**

**42.1 Layoff Rights**

Whenever, in the sole and unfettered judgment of the Board of Directors, it becomes necessary in the interests of economy or lack of work or because the necessity for the position no longer exists the Board of Directors may abolish any position(s). Employees displaced shall be deemed to be laid off without the right to appeal the Board of Directors decision. The rights of employees affected by the abolishment of positions by the Board of Directors shall be as hereafter set forth in this Section.

**42.2 Seniority for Purposes of Layoff**

Seniority for the purpose of layoff is determined by Appendix B for employees listed, for employees hired on or after January 1, 2019 seniority for the purposed of layoff shall be determined by the employees last date of hire.

In case of ties, the order of the employee's ranking in the hiring process, following the Chief's interview will determine the employee's seniority rank.

**42.3 Order of Layoffs**

Layoffs in the Fire Department shall be by job classification according to reverse order of seniority as determined by an employee's date of promotion with the City of San Mateo, Foster City, Belmont or the Department in the classification of Battalion Chief with the Department. For purposes of this Article, in the event that a Battalion Chief is laid off, that employee shall have the same rights as Captains, including the right to have service as a chief with the City of San Mateo, Foster City, Belmont or the Department be calculated as service in the Captain classification.

An employee subject to layoff, must have had tenure in a lower classification with the City of San Mateo, Foster City, Belmont or the Department in order to be able to return to that classification.

Prior to any layoff within this Unit, all employees who are not full-time, regular employees shall be laid off first. None of these laid off employees shall be

reinstated until all full-time, regular employees are reinstated or offered reinstatement from the appropriate recall list.

**42.4 Reassignment (on layoff)**

Employees laid off may elect to be reassigned to a classification in which they had tenure to a former classification held by an employee of less service with the City of San Mateo, Foster City, Belmont or the Department or be reassigned to a classification of equal or lower rate of pay held by an employee of less service with the Department provided the employee is capable by virtue of prior training or experience of performing such work. The reassigned employee shall serve a one (1) year probationary period in a new position but not in a former classification.

**42.5 Notification**

The Department shall notify, in writing, the employee by personal service, or by certified mail (at his/her address as shown on personnel records) and Local 2400 at least thirty (30) calendar days prior to the effective date of layoff and shall indicate the reason or reasons for the layoff. Such notice shall contain the layoff procedure and recall rights of the employee.

**42.6 Right of Appeal**

An employee who is laid off may file an appeal to the Fire Chief within fifteen (15) calendar days of the personal service or date of mailing of notice of the layoff action. Appeal shall be limited to the issue of whether the reassignment/bumping rights are properly applied but shall not include any appeal of the Board of Directors decision or the decision of the Fire Chief to layoff. Time is of the essence and the failure to timely file an appeal shall be deemed to be a waiver of appeal and the layoff decision shall be final and conclusive.

**42.7 Termination Allowance**

All employees with one (1) year of continuous service with the Department, whose employment is terminated because of layoff or death, shall be granted one (1) working day termination allowance at their basic pay rate for each year of completed service with the City of San Mateo, Foster City, City of Belmont or the Department, in addition to other compensation due them..

**Article 43 Recall and Reinstatement Rights**

Employees laid off or demoted in lieu of layoff shall be placed on recall lists in order of total cumulative length of service and shall remain on such lists for a period of two (2) years.

An employee will be called back to work on the basis of ranking on the recall list for any vacancy which occurs in those classes requiring basically the same qualifications, duties and responsibilities.



It is the responsibility of the employee who has been laid off to keep the Department informed as to his/her address and telephone number. The Department shall send a registered notice to the last address of record, but has no responsibility to attempt to trace an employee if such a notice is not delivered by the Post Office.

An employee must notify the Department regarding his intention to accept the position offered. If at the end of twenty (20) calendar days from the date of mailing of the notice no response has been received from the employee in line for selection, the Department will be entitled to consider the laid-off employee next in line for recall. A former employee who declines an offer shall forfeit the right to reinstatement through recall.

Recalled employees who have not completed their probationary period will be required to do so. Credit will be given for the time served prior to layoff.

Employees recalled after layoff shall be treated as if they have been on leave of absence in computing salary, vacation, sick leave, seniority and other benefits.

The right to reinstatement through recall is contingent upon the ability of the employee to meet the current qualification requirements of the position to which the employee is being returned.

#### **Article 44 Miscellaneous Work Assignments**

##### **Commitments Regarding Assignment of Work**

Recognizing the agreement of the parties to strive toward a partnership based on trust and mutual regard and in order to facilitate an environment of open and constructive communication, in lieu of the grievance procedures, any disputes regarding assignments made pursuant to this section shall be referred to the Fire Action Consensus Team (FACT) for resolution. If no resolution is achieved at FACT, it shall be referred to the Fire Facilitation Steering Committee and processed in accordance with their procedures. The parties acknowledge that fire services may be provided in the areas of fire suppression, fire prevention, emergency medical services, disaster preparedness and response, hazardous materials management and response, fire training, and public education related to the previously mentioned areas. The Department commits that assignments will be within the scope of these services and employees commit to accepting and undertaking assignments within the scope. The assignment shall be undertaken during any dispute; however, the dispute will be referred to the FACT for review and discussion at their next meeting.

#### **Article 45 Fire Department Rights**

##### **Rights Defined**

The rights of the Fire Department include, but are not limited to, the exclusive right to determine the mission of its constituents' departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its

employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; and exercise complete control and discretion over its organization and the technology of performing its work.

Changes in scheduling and assignment of personnel are the right of the Fire Department, and nothing in the establishment of a working schedule, or alternative schedules, indicates any vesting in the schedule by employees. Local 2400 acknowledges the Fire Department's right to change scheduling practices and procedures, as the Fire Department deems appropriate to the mission and concerns of operations. The Fire Department will make reasonable efforts to give appropriate notice of changes to scheduling.

The parties agree that all subjects not specifically listed herein are retained by the Fire Department, and Local 2400 further agrees to waive its rights to grieve concerning the contemplation, approval, application and implementation or adoption of any management rights whether hereto listed or not.

With concurrence of both parties, disputes over matters under this section may be referred to FACT or FACT Steering Committee for discussion only. The parties understand that FACT and the FACT Steering Committee cannot bind the Fire Department on issues that may properly be within the discretion of the Board of Directors without consultation and concurrence of the Board of Directors and thus FACT's consideration of matters under this section will be recommendations only.

#### **Article 46 Employee Rights**

Nothing contained in these rules shall prohibit the employee or the Union from meeting and conferring on matters within the scope of representation as provided by Law. The Fire Department acknowledges the employees and the Union retain all rights under Section 3500 et. seq. of the Government Code. Nothing in these rules shall be construed to be a waiver of any employee rights provided by law.

#### **Article 47 Reemployment**

Any past, present or future regular employee of the Department, City of San Mateo, City of Foster City or City of Belmont, separated from a position through resignation and without fault of delinquency on his part may be reemployed to the former position, or to another position in the same class, within two (2) years, provided there is an authorized vacancy and the employee meets the conditions of employment, upon the approval of the Fire Chief.

Employees reemployed under this Section shall be subject to a probationary period and may receive credit for former employment in determining the amount of vacation allowance, sick leave, other benefits and their step in the salary range upon the approval of the Fire Chief.

Any former employee of the Department, City of San Mateo, City of Foster City or Belmont reemployed in the Battalion Chiefs Unit shall retain no seniority rights for choice of vacation or choice of station.

## **Article 48 Concerted Activities**

### **No Strike Clause**

The provisions of Labor Code Section 1962 shall apply to employees covered by these rules. Section 1962 states in part that employees "shall not have the right to strike, or to recognize a picket line of a labor organization while in the course of the performance of their official duties."

## **Article 49 Meals**

The provisions of this section are adopted to assure that all employees of fire companies and Battalion Chiefs will be available at all times to respond to emergency calls as quickly and efficiently as possible. All members on each shift and each station are required to attend a common mess at that station and contribute an equal share to the cost of meals.

## **Article 50 Separability of Provisions**

In the event that any provision(s) of this MOU is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision shall be null and void but such nullification shall not affect any other provision of this MOU, all of which other provisions shall remain in full force and effect.

Provided, however, in the event the State or Federal law prevents the Department from granting the salaries specified in Article 16 of this agreement, the parties shall meet and confer on the subject of providing other benefits to compensate the loss of such wages.

## **Article 51 Fire Prevention**

### **51.1 Eligible Candidates**

"When a vacancy occurs in the Fire Prevention Bureau, the Fire Department, as part of the recruitment process, shall solicit interest from personnel assigned to Fire Suppression. A Fire Suppression Battalion Chief may request a lateral transfer to Fire Prevention, per Department Personnel Rules.



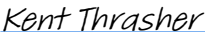

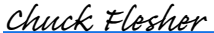
- a. Eligible personnel shall be defined as: Battalion Chiefs who are not in a probationary status at the time of application for the Fire Prevention Bureau.
- b. Selection Process. A written and/or oral test shall be used to qualify candidates.

- c. Duration of Assignment for Internal Candidates. Employees shifting from suppression to prevention are expected to commit to a minimum of a two (2) year assignment. Moving from a Fire Prevention Bureau assignment may occur after two (2) years to a vacant position at a permanent classification the employee possessed prior to Fire Prevention for the internal candidates. An employee who leaves to accept a promotion is exempted from the two (2) year assignment.
  
- d. Probation. For Fire Suppression candidates appointed to a Fire Marshal, there will be a probationary period of six (6) months review. If performance during probation is unsatisfactory, the employee will return to the formerly held classification.

**Article 52 Term**

This agreement shall be effective upon approval of Local 2400 and the Board of Directors and for the period from July 1, 2022 through June 30, 2026.

**SIGNATURE PAGE**

<p><b>IAFF LOCAL 2400</b></p> <p> <small>John Wurdinger (Jun 29, 2023 18:34 PDT)</small></p> <p>John Wurdinger, President San Mateo County Firefighters, IAFF, Local 2400</p> <p> <small>Anthony Agresti (Jun 28, 2023 13:23 PDT)</small></p> <p>Anthony Agresti, SMCFD District Vice President, San Mateo County Firefighters, IAFF, Local 2400, District 13</p>	<p><b>San Mateo Consolidated Fire Department</b></p> <p> <small>Kent Thrasher (Jun 28, 2023 10:57 PDT)</small></p> <p>Kent Thrasher Fire Chief</p> <p> <small>Matt Turturici (Jun 28, 2023 12:30 PDT)</small></p> <p>Matt Turturici Deputy Fire Chief</p> <p> <small>Chuck Flesher (Jun 28, 2023 11:18 PDT)</small></p> <p>Chuck Flesher, IEDA</p> <p>Dated: <u>June 27, 2023</u></p>
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## **APPENDIX A**

### **CLASSIFICATIONS**

Fire Battalion Chief/40

Fire Battalion Chief/56

Fire Marshal

## **APPENDIX B**

### **CATASTROPHIC LEAVE DONATION POLICY**

#### **I. PURPOSE**

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

#### **II. DEFINITION**

A catastrophic illness or injury is defined as an illness or injury that has been diagnosed by a licensed physician, requiring an extended period of treatment or recuperation or which has a significant risk to life or life expectancy. This policy may be used in conjunction with the Federal and State Family Leave laws.

#### **III. CRITERIA FOR DONATING AND RECEIVING LEAVE DONATIONS**

##### **Employee Receiving Donated Leave**

An employee is eligible to receive donated leave under the following conditions:

- a) employee must be a regular full or part time employee;
- b) employee must have exhausted all paid leave balances;
- c) employee must have a catastrophic illness as previously defined;
- d) employee must be prevented from returning to work for at least 30 calendar days and be eligible for long-term disability benefits or family leave;
- e) employee cannot receive leave when his/her employment status would prevent continuation of active leave benefits;

f) the medical prognosis for the condition includes a reasonable expectation that proper care and rehabilitation will result in the return of the employee to full duties.

### **Employee(s) Donating Leave**

An employee is eligible to donate accrued sick or vacation leave under the following conditions:

- a) employee must be a regular full or part time employee;
- b) employee must retain a minimum balance of 100 hours of sick leave and 100 hours of vacation after donating;
- c) employee must donate a minimum of four (4) hours.

### **IV. CONDITIONS**

- a) participation by regular employees (both donating or receiving) shall be voluntary;
- b) leave may be donated only when there is a catastrophic illness as defined above;
- c) once the leave is donated and posted to the receiving employee, the employee donating such leave shall irrevocably lose all rights and privileges to the leave hours donated;
- d) donated leave cannot be used for longer than twelve (12) months, when donated leave is exhausted, or a change in employment status occurs whichever comes first.

### **V. PROCEDURES**

#### **a) For donating employees:**

1) A donating employee completes the donation form and sends it through the approval process to Human Resources. Once approved, Payroll will use the date and time approved to track the donation. Donated leave will be credited to the receiving employee from donating employees in chronological order by the date submitted for approval and used only as needed. If there are simultaneous requests to donate, the hours needed will be evenly divided between donating parties.

2) The Human Resources and the Fire Chief or designee must approve the donation prior to submission to Payroll for final processing.

#### **b) For receiving employees:**

1) The receiving employee must be eligible and willing to receive the donated sick or vacation leave. The medical details of the need for the donated leave are up to the receiving employee to share and will be kept confidential, unless otherwise advised in writing by the receiving employee.

2) Once the employee's own leave balances have been exhausted and/or the family leave period has expired, the employee may receive donated leave in lieu

of long-term disability benefits to remain on paid status. While on paid status, Department benefits will continue.

3) A receiving employee may not receive donated leave that allows a continuing leave of absence status if a decision would have otherwise been made concerning the employment status of the employee.

## **APPENDIX C**

### **PLATOON/STATION/VACATION BID PROCEDURE**

The Platoon/Station/Vacation sign-ups will be done using the following guidelines:

- The sign-ups will start October 1<sup>st</sup> of each year and the results will be posted by December 15<sup>th</sup> of each year. Employees will be given a two-week prior notice to the beginning of sign-ups by Department email.
- Each employee will be notified by email of their date and time for selection.
- Each employee will have a designated two-hour time frame to make their selections.
- The selection process shall commence at 8:00 am and conclude at 8:00 pm each day.
- If an employee fails to make their selection during their designated time, the selection process will move to the person next on the list. Employees who fail to make their selection during their assigned time will be able to make their selections after all other non-probationary employees have completed their selections.

Nothing herein shall be construed to erode the authority of the Fire Chief set forth in Article 30 (Vacation) and Article 44 (Miscellaneous Work Assignments) to schedule, assign, approve vacations, platoons, or stations.

#### Vacation Selection

- During the annual Platoon/Station/Vacation selection process, vacation shall be selected in forty-eight (48) hour blocks each. (Complete tours.)
- After the annual vacation process is completed and all vacations have been approved by the Fire Chief or designee, additional available vacation spots will be available to be selected on a first come first served basis.
- All vacation shall be taken in either twelve (12) hour or twenty-four (24) hour increments beginning at 8:00 am or 8:00 pm for twelve (12) hour vacation and 8:00 am for twenty-four (24) hour vacation.
  - Vacation may be banked a minimum of forty (40) hours in advance.













# Local 2400 BC Unit MOU July 1 2022 - June 30 2026


Final Audit Report

2023-06-30


Created:	2023-06-28
By:	Nicole Morales (nmorales@smcfire.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKqQArULNnmDtGI-0V5PS3L4dob1d6SLc

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2023-06-28 - 5:29:19 PM GMT
-  Document emailed to cflesher@ieda.com for signature  
2023-06-28 - 5:29:19 PM GMT
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-  Document emailed to mturturici@smcfire.org for signature  
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-  Document emailed to aagresti@smcfire.org for signature  
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-  Signer kthrasher@smcfire.org entered name at signing as Kent Thrasher  
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 Agreement completed.

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