

**Final**

**MEMORANDUM OF UNDERSTANDING**

between

**Woodside Fire Protection District**

and

**Chief Officers**

for the period of

**January 1, 2017 – December 31, 2019**

**Preamble:**

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.) This Memorandum of Understanding shall be presented by the Woodside Fire Protection District, hereinafter referred to as the “District” to the employees to be covered hereby for ratification by said employees and shall thereafter be presented to the Board of Directors for resolution adoption for the period commencing January 1, 2017 and ending December 31, 2019. This Memorandum of Understanding supersedes and replaces all prior Memoranda of Understanding or District issued documents executed heretofore.

**Recognition:**

- A. The Chief Officers and or their designated agent(s) are recognized as the bargaining agent for this Memorandum of Understanding.

Chief Officers Positions: Deputy Fire Chief, Fire Marshal, Deputy Fire Marshal, EMS Chief and Shift Battalion Chiefs

- B. A member of the Board of Directors, and or the Fire Chief is recognized as the bargaining agent for the District.

## **Section 1. GENERAL**

### 1.1 Length of Service Applicability

The date of hire in the Department shall be used for determining length of service for vacation entitlement and or any other benefits that would be determined by years in the department.

### 1.2 No Discrimination

There shall be no discrimination of race, national origin, sex, sexual orientation, marital status, domestic partner status or religion against any applicant or individual serving as a Chief Officer by anyone employed by the Fire District.

### 1.3 Access to Work Location and Computer

The Chief Officers shall be assigned an office or work space that can accommodate the daily functions and reference materials of the Chief Officers. The Chief Officers will have use of the District's computer(s), will be assigned an email address and will have reasonable remote access to the District's computer network. i.e. (VPN)

### 1.4 No Strike

The Chief Officers agree that they will not engage, sanction or support any strike, slowdown or stoppage of work or concerted refusal of overtime work while covered under this memorandum and employed by the District.

### 1.5 Grievances

All grievance procedure provided to the other employees of the District shall apply.

## **Section 2. DAYS & HOURS OF WORK**

### 2.1 Work Schedule

The regular work week for the Deputy Fire Chief, EMS Chief, Fire Marshal, Deputy Fire Marshal is forty (40) hours a week. With the approval of the Fire Chief this requirement may be amended. Requests for flexible work hours will be granted when they can be accommodated within the District's needs, staff requirements and are approved by the Fire Chief. The three shift Battalion Chiefs shall work a 56 hour shift schedule on their assigned shifts (A, B or C).

### **Section 3. SALARY PLAN**

#### 3.1 Payday

Payday shall be at least twice monthly and will follow the District's schedule.

#### 3.2 Specialty Pay

Reserved for future

#### 3.3 Department Vehicle

The Chief Officers will be assigned a vehicle by the Department at the Chief's discretion.

#### 3.4 Wages & Classification

Each contract period the recognized agents covered under this (MOU) will negotiate a wage percentage increase or decrease.

This (MOU) will reflect the negotiated wage and effective period.

The monthly salary range for each classification shall be as set forth in exhibit A.1, A.2 and A.3 and be effective as of January 1, 2017

#### 3.5 Step Increases

Step increases will be issued on an annual basis per Exhibit A.1, A.2 and A.3. To qualify for a step increase the individual must have worked continuously in the position and current step for a 1 year period.

#### 3.6 Determination of Hourly Rate

The hourly rate of pay shall be calculated by multiplying the appropriate monthly rate by (12) and dividing that total by 2080 for 40 hour week employees and 2912 for 56 hour week employees.

#### 3.7 Overtime

Overtime is authorized time worked outside the regular work schedule, as provided in Section 2.1. Overtime shall be compensated at one and one-half (1 1/2) times the regular compensation rate. Overtime shall be computed in 1/4 hour increments.

#### 3.8 Senior Pay

All benefits provided to the employees of the District shall apply

### 3.9 Court Pay

If required to attend as a witness or otherwise any court or tribunal on a normally scheduled day off in connection with a matter regarding an event, incident or transaction which has been perceived or investigated in the course of normal duty, shall be paid a normal salary in addition to reasonable traveling expenses incurred by person attending said court or tribunal.

## **Section 4. Authorized Leave**

### 4.1 Vacation

Vacation scheduling shall be posted and or documented per the current procedures of the District.

### 4.2 Vacation Allowance

#### **VACATION DAYS\***

##### **40 Hr Week Employees**

Upon completion of 1 -5 years = 136 hrs  
Beginning of 6<sup>th</sup> yr to end of 10<sup>th</sup> yr = 176 hrs  
Beginning of 11<sup>th</sup> yr to end of 15<sup>th</sup> yr = 216 hrs  
Beginning of 16<sup>th</sup> yr to end of 20<sup>th</sup> yr = 248 hrs  
Beginning of 21<sup>st</sup> yr to to end of 25<sup>th</sup> yr = 280 hrs  
Beginning of 26<sup>th</sup> yr + = 312 hrs

##### **56 Hr Week Employees**

Upon completion of 1 -5 years = 144  
Beginning of 6th yr to end of 10th yr = 192  
Beginning of 11th yr to end of 15th yr = 264  
Beginning of 16th yr to end of 20th yr = 312  
Beginning of 21st yr to to end of 25th yr = 360  
Beginning of 26th yr + 408

### 4.3 Vacation Allowance Upon Separation of Employment

In accordance with state law, upon separation of employment with the District, straight time compensation in a lump sum shall be paid for all accrued vacation leave earned. An accrual of up to 600 hours per year shall be allowed.

### 4.4 Holidays

40 hr week employees will receive 96 hrs of Holiday pay. The following Holidays are observed for 40 hr week employees. These Holidays may be taken at their scheduled dates or may be used at a later date as a floating holiday. Any listed observed Holiday may be worked

with prior approval from the Chief or his designee. Upon separation of employment from the District un-used Holidays from current or previous years will not be paid.

**OBSERVED HOLIDAYS 96 HRS**

New Years Day	Labor Day
Martin Luther King	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day
2 Floating Holidays	

4.5 Holiday Pay shall be paid to 56 hr week employees at a rate of 5% of their monthly pay.

4.6 Sick Leave

Accrual of sick time shall be at eight (8) hours per month for 40 hr week employees and 12 hrs per month for 56 hr week employees. Unused sick leave may be accrued without limit. All other District policies regulating sick leave will apply.

4.7 Administrative Leave (AL)

All Chief Officers shall be granted up to one hundred and twenty (120) hours of leave time each year. 40 hr a week employees will be front loaded 40 hrs of AL and on a semi-annual basis submit a report, to the Fire Chief or designee, supporting activities qualifying for earned AL. Any AL that is taken as time off that has not been earned shall be converted to used vacation time at the end of the year. The intent of AL is to provide paid time off for the Chief Officers for time spent conducting official duties or business, over and above the regular work schedule as provided in section 2.

4.8 BDL – Birth\*Death\*Maternity Leave

All benefits provided to the employees of the District shall apply.

**Section 5. Medical & Dental Benefits**

5.1 A Health Reimbursement Account (HRA) or Flexible Spending Account where available.

All medical and dental benefits provided to the employees of the District shall apply.

**Section 6. 457 Deferred Compensation Plan**

6.1 All benefits provided to the employees of the District shall apply.

**Section 7. Leave of Absence**

### 7.1 Leave of Absence Without Pay

A request for a leave of absence without pay or benefits, shall secure written permission at the discretion of the Fire Chief. The maximum leave of absence is 6 months in any 2 year period.

### 7.2 Jury Duty

All benefits provided to the employees of the District shall apply.

### 7.3 Maternity Leave

All benefits provided to the employees of the District shall apply.

### 7.4. Funeral Leave/Family Care Leave

All benefits provided to the employees of the District shall apply.

## **Section 8.** Light Duty

8.1 All 40 hr week employees will have the right to return to work in a light duty capacity if injured in an off duty accident. Light duty hours and permitted activities will be regulated by written physical restrictions from the employee's physician. If it is determined that the employee has restricted weekly work hours as provided per Section 2.1. Any unworked hours will be subtracted from the employee's balance of SL or Vacation.

## **Section 9.** Retirement

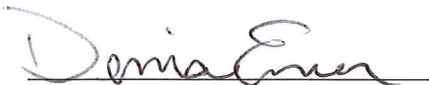
All benefits provided to the safety employees of the District shall apply.

## **Section 10.** Personnel Files


10.1 All rights provided to the employees of the District shall apply.

Dated:


**Chief Officers**

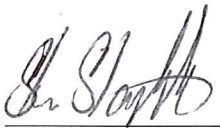
By   
Denise Enea, Fire Marshal


By   
Don Bullard, Deputy Fire Marshal

By   
Rob Lindner, Deputy Fire Chief

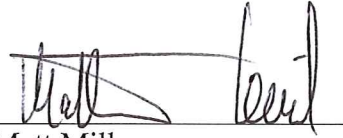
By   
Steve Silici, EMS Chief

By   
Kevin Butler, Battalion Chief

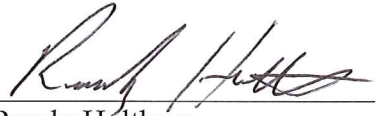
By   
Steve Slaughter, Battalion Chief

By   
Emil Picchi, Battalion Chief

**District Board of Directors**

By   
Matt Miller

By \_\_\_\_\_  
Pat Cain

By   
Randy Holthaus