MEMORANDUM OF UNDERSTANDING

BETWEEN

THE WOODSIDE FIRE PROTECTION DISTRICT

AND

SAN MATEO COUNTY FIREFIGHTERS

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL 2400

JANUARY 1, 2017 – DECEMBER 31, 2019
# Woodside Fire Protection District
## Local 2400
### Memorandum of Understanding

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Section 1 Recognition

This Memorandum of Understanding is entered into between representatives of the Woodside Fire Protection District (hereinafter referred to as “Employer”) and representatives of the SAN MATEO COUNTY FIRE FIGHTERS, LOCAL 2400, I.A.F.F., AFL-CIO, (hereinafter referred to as “Union”).

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.), and has been jointly prepared by the parties, and supersedes and replaces all prior Memorandum of Understanding executed heretofore.

Except to the extent modified by this Memorandum, all other wages, hours, and conditions of employment shall remain unchanged for the term hereof, unless mutually agreed otherwise by the parties.

The term of this agreement shall be from January 1, 2017 thru December 31st, 2019.

“Employees” means all workers covered by this Agreement whether male or female, and the use of masculine pronouns or other masculine terms shall include the feminine.

SECTION 1. Recognition

1.1 Union Recognition

Local 2400 will be recognized as the bargaining agent for all employees in the bargaining unit.

1.2 Employer Recognition

The Fire Chief, or any person or organization authorized by the Employer, is the representative in employer-employee relations.
Section 2 Union Security

SECTION 2. Union Security

2.1 Dues Deduction

The Union shall have the regular dues of its members deducted from the employee’s paychecks; provided, however, that such dues deduction shall be made only upon the written authorization of the individual employee.

Dues deductions shall be for a specified amount and uniform as between employee members of the Union.

The Employer shall remit the amount of dues deducted to the officer designated in writing by the President of the Union as the person authorized to receive such funds every month. The president of the Union shall notify the Employer in writing as to the amount of such dues uniformly required of all members of the Union.

Authorization, cancellation, or modification of dues deduction shall be made upon forms provided and approved by the Employer. The voluntary payroll deduction authorization will remain in effect until employment with the employer is terminated or until cancelled or modified by the employee by written notice to the Employer.

All payroll changes connected with the deduction of said union dues must be made by the fifteenth (15th) of the following month. The Union shall refund to the employer any amounts paid to it in error upon presentation of supporting evidence.

All Employees in the Bargaining Unit, who are members of the Union tendering periodic dues thirty (30) days after the Employer has approved this Memorandum of Understanding and all employees in the aforementioned unit who thereafter become members of the Union shall pay dues to the Union for the duration of this Memorandum of Understanding.
2.2 Payroll Deductions

The following payroll deductions are allowed:

1. Credit Union
2. Medical premium
3. Union dues
4. Association dues
5. Retirement
6. State & Federal Tax
7. Any other deductions required by law
8. Deferred compensation
9. Engine Company 35 dues
10. House Fund dues
11. CSFA dues
12. LTC dues
13. Burn Foundation
14. MDA
15. Any Deductions approved by the Chief of the Department

2.3 Bulletin Boards

Reasonable space shall be made at each station available to the Union for bulletin boards. The Union may purchase and install a bulletin board at all stations.

2.4 Advance Notice

Except in case of emergency, the Union, if affected, shall be given notice of any resolution, rule or regulation directly relating to matters for which there is an obligation to meet and confer, proposed to be adopted by the Governing Body or the Employer and shall be given the opportunity to meet with the employer representative prior to its adoption. An emergency, in this instance shall be defined as an action detrimental to life or property.

2.5 Access to Work Locations

Reasonable access to employee work locations shall be granted to Officers of Local 2400 and its officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of recognition. However, Union business shall be conducted in non-work areas and on non-work time, whenever possible.
Section 3 - 4
Discrimination/EEO & Union Representation

SECTION 3. Discrimination/EEO

3.1 Discrimination

There shall be no discrimination because of race, creed, color, national origin, age, sex, ancestry, sexual orientation, Union activities or lack thereof, or because of an individual’s physical handicap (unless that handicap prevents the person from meeting the minimum standards established for the relevant classification).

3.2 American with Disabilities Act

The District and the Union agree to abide by the provisions of the Americans with Disabilities Act (ADA). Should the District need to change any current practice or policy to comply with the provisions of the ADA, the District shall provide the Union with advance notification per section 2.4 of the MOU. Such notification shall be accompanied by appropriate legal memoranda and supporting legal documentation stating the basis necessitating the change.

SECTION 4. Union Representation

4.1 Employee-Employer Relations

A maximum of two (2) employees representing the Union may be released from work without loss of compensation or other benefits when formally meeting and conferring with the Employer Representative. The limitation of two (2) employees may be waived upon mutual agreement between the Employer Representative and the Union.

4.2 Grievances

The investigation and processing of grievances shall be conducted on non-work time and in non-work areas whenever possible.
Section 5  Probation

SECTION 5. Probation

5.1 Recruit/Probationary Firefighter

The Chief of the Department or appointed representative shall make appointment of a recruit/probationary firefighter from an eligibility list established from the results of an application, examination, medical history, physical examinations, background examinations, oral interviews, and physical agility tests.

The recruit/probationary period shall be considered an integral part of the examination process during which time the new employee shall be tested for their aptitude and interest in the fire service. It shall consider ability, emotional stability, temperament, and character, which would permit them to fit into the peculiar living and working conditions of a fire department. Probationary personnel shall be assigned to such hours of work and stations as will best serve the purposes of the Woodside Fire Protection District.

The employee shall remain in recruit firefighter status from the period of time they begin a firefighter academy, thru the end, and successful completion, of that academy. Upon successful completion of the academy, the employee will be moved to probationary firefighter status. The length of probation will be two (2) years from the time they begin their recruit firefighter status.

Recruit/probationary firefighters may be dismissed by the Chief of the Department during the recruit/probationary period without the right of appeal. Upon the completion of the recruit/probationary period the Chief of the Department shall have the authority to recommend the individual(s) be moved to permanent/full-time status.

The appropriate Company Officer shall submit periodic progress reports to the Chief of the Department, or his/her designee, updating the probationary firefighter's progress.
5.2 Lateral Firefighter

The probationary period for a lateral firefighter shall be two (2) years from their start date. The same rules shall apply regarding the remainder of the probationary period as in 5.1.

5.3 Promotional Probation

If an individual promotes to a new position within the organization, the probationary period shall be one (1) year from the date the employee is permanently in that position. Working in the position, either acting or interim status, shall not count towards the probationary period.
SECTION 6 Salaries

6.1 Compensation Plan

Effective January 1st, of each year, the monthly salary range for each classification shall be as follows:

The hourly rate of pay shall be calculated by multiplying the appropriate monthly rate by twelve (12) and dividing that total by 2080 for forty (40) hour workweek employees or dividing the total by 2912 for fifty-six (56) hour workweek employees. The rates of pay set forth herein represent, for each classification, the standard rate of pay for full-time employment, and represent the compensation due employees, except for overtime compensation and other benefits specifically provided for by the Employer, unless specifically indicated otherwise in the schedule.

See salary schedule listed in Appendix A.

6.2 Original Appointment

No Firefighter or Fire Captain shall receive a salary not in conformance with this section. The minimum rate for the classification generally shall be assigned to employees upon original appointment; provided, however, the Employer may, when circumstances warrant it, appoint, reinstate or promote at other than the minimum rate, but not more than the maximum rate.

6.3 Salary Advancement

No Salary advancement shall be made so as to exceed the maximum rate established in the WFPD Pay Scale for the employee’s classification. Advancements shall be automatic.
6.4 Anniversary Changes

Permanent and probationary employees serving in regular positions shall be advanced to the next higher salary step for their respective classification after completion of one (1) year of full-time satisfactory service in each of the salary steps until the top of the range for the classification is reached.

Changes in an employee’s salary because of promotion or demotion establish a new salary anniversary date for that employee.

A demoted employee’s rate of pay shall not be set at a lower rate than he would have received had he remained in the lower class.

6.5 Senior Firefighter Incentive

The following will be the requirements to be fulfilled in order to qualify for the Senior Firefighter incentive. This incentive is available to Firefighters, Firefighter/Paramedics, and Captains, if they meet the following qualifications.
1) Completion of 20 years as a paid professional firefighter employed by The Woodside Fire Protection District.
2) Woodside Fire Protection District has a cadet program that is funded and administered by the College of San Mateo. This program is not contracted to any retirement agency or program and will not be recognized as part of the qualifying formula for senior firefighter pay.
3) All Employees hired prior to January 1st, 2017 will be grandfathered in to the old agreement.
   - Completion of 20 years as a paid professional firefighter with at least 10 of those completed years employed by the Woodside Fire Protection District.

6.6 Paydays

Payday shall be at least twice monthly. In the event that this day falls on a weekend or holiday, payday will be the preceding workday.
6.7 Confidentiality of Paychecks

The Employer will institute paycheck distribution procedures, which will result in confidentiality (i.e. sealed envelopes for those employees not on duty or present to receive their check).

6.8 Paramedic Continuing Education Compensation

Paramedics shall be compensated up to twenty-four (24) hours of overtime pay (Calendar Year) as reimbursement for attending paramedic continuing education to maintain their paramedic license. CE must be attended off-duty. Paramedic reimbursement will only be made upon successful completion and proof of attendance in an approved class, on an hour-for-hour basis (based on the hours on the CE certificate).

6.9 Bilingual Pay

An employee who has passed Woodside Fire Protection District's proficiency test and uses bilingual skills in job duties arising in the normal course of work shall receive bilingual pay as follows:

- Employee will receive pay of $280/month, starting 1/1/2018: Demonstrated by the ability to perform conversational speaking and basic commands and terminology related to emergency response.

Eligibility for the bilingual incentive shall be determined by passing WFPD's appointed test. (Recommended test administrator is Public Safety Language Training – www.pslt.biz). The appointed testing center will test oral and written proficiency respectively. To retain the incentive, employees will be required to pass WFPD’s proficiency test every three (3) years. The test will be offered annually on a mutually agreed upon date. (If an employee wishes to qualify for the bilingual incentive outside of the agreed upon dates, the employee will be responsible for all associated costs).
Section 7 Days & Hours of Work

SECTION 7. Days and Hours of Work

7.1 Work Schedule

The work schedule for employees in the classification of Firefighter, Paramedic/Firefighter and Captain shall be an average of fifty-six (56) hours. The work schedule shall consist of two (2) twenty-four (24) hour on-duty periods within a six (6) day cycle to be worked in accordance with the following chart:

\[ \begin{align*}
X &= 24 \text{ hour on-duty period} \\
O &= 2 \text{ -hour off-duty period}
\end{align*} \]

7.2 Starting Time

The regular starting time for Firefighters and Captains scheduled for a fifty-six (56) hour workweek shall be 8:00 a.m. Approved work performed prior to such regular starting time, or after such quitting times, overtime shall be paid.

7.3 Exchange of On-Duty Time (Trades)

The entire exchange, including pay back, shall be handled between the employees. In no event shall overtime pay be granted for hours worked beyond the fifty-six (56) hour duty cycle as a result of an exchange of on duty time.

7.4 Shift Trade Standards

A shift trade, for purposes of definition, shall mean a twenty-four (24) hour tour of on-duty time or any part thereof.

Trades of shifts are a privilege for employees, and the ability to trade is based on acceptable job performance. Abuse or misuse of the intent of the trading privilege, or poor job performance may result in revocation of the privilege. Shift trades are not to affect staffing levels under any circumstances. This is an agreement between members only.

A request for a shift trade shall be submitted via Telestaff, filled out in every detail and submitted at least 24 hours in advance of such intended use. Notification must be sent to the appropriate Officer for the request to be approved.
It shall be the responsibility of the designated replacement to report to duty on the agreed date and time on the shift trade request.

If a replacement member is unable to fulfill their obligation it is their responsibility to either cancel the original agreement or find another replacement to fulfill the agreement. If they are not able to find a replacement or cancel the trade agreement then the member is responsible for making up the time lost to the District. The burden of responsibility rests solely on the person who commits to the shift trade as the replacement.

The member who owes Woodside Fire Protection District time shall pay back at their first OT shift after being notified they owe the District. The Finance Manager and appropriate Chief Officer shall be notified and confirm the obligation is fulfilled. If an individual owes the District and is not on the OT list, they must pay the District in the form of a payroll deduction, or have the appropriate hours deducted from their vacation balance. No shift trades between the affected member and other members will be approved until this obligation is paid back to the department.

At no point shall the exchange of shifts (i.e. shift trade) cost the District money. If an individual owes the District and does not work OT to fulfill the obligation, the charge will be 1-1/2 times the hours of the trade.

Sick leave will not be affected.

7.5 General Requirements for Shift Trade Approval

Department personnel, who are a part of the shift trade request, shall have comparative qualification in their ability to drive fire apparatus and their general firefighting skills. This may be waived by a Chief Officer. A probationary firefighter shall not be allowed the privileges of shift (give or receive a trade) trading within the first six months of completion of academy.

Shift trading shall be a mutual transaction between department members and it shall not place any responsibility or liability upon the Woodside Fire Protection District for any actions, inaction's or financial obligation resulting from a breach of agreement between members.
Section 8 Compensation

SECTION 8 Compensation

8.1 Overtime

Overtime is authorized time worked beyond the regular scheduled workweek in Section 7.1. Overtime shall be compensated at one and one half (1.5) times the employee's regular rate of pay. Emergency callback or holdover time for less than a full shift shall be compensated at one and one half- (1.5) times the employee's hourly rate of pay. Compensation shall be made in fifteen (15) minute increments.

8.2 Court Pay

Any Firefighter who is required to attend as a witness or otherwise any court or tribunal in connection with a matter regarding an event or transaction which has been perceived or investigated in the course of normal duty, shall be paid at their regular rate if on duty and 1 ½ times their regular rate if off duty in addition to reasonable traveling expenses incurred by person attending said court or tribunal.

The proper dress code when representing the District in court will be professional – either full class B uniform, or business attire.

8.3 Out of Classification Pay

Whenever a Firefighter, Paramedic, or a Fire Captain is assigned the regular duties of a higher paid classification, they shall be paid the rate of pay applicable in the event of a permanent promotion.

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

The amount of compensation is based on the hourly rate of the first step of the higher paid classification, minus the hourly rate of the top step (not including senior pay) of the classification the employee normally works. (See Appendix A – Acting OT rates).

8.4 Emergency Call-back Pay

If an employee is called back to work for the purpose of responding to an emergency (or assisting the District with emergency operations), they shall
be compensated for such work performed outside of the regular duty shift at the overtime rate. The employee’s callback pay shall begin upon confirming the call to respond to the station (this is the confirmation call to report, not the page out time). Personal time needing to be completed prior to responding to work shall not be counted as compensatory time. In no event shall the employee receive less than two (2) hours of overtime compensation for each such callback. Pay will be in quarter-hour (15 minute) increments after the first two (2) hour. In this Section, over-time shall be at the rate of time and one-half (1.5), based on a fifty-six (56) hour workweek.

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

Employees who work the fifty-six (56) hour workweek schedules shall be paid for the following holidays at a rate of five percent (5%) of their monthly salaries.

1. New Years Day 7. Admission Day
2. Lincoln’s Birthday 8. Columbus Day
4. Memorial Day 10. Thanksgiving Day
5. 4th of July 11. Christmas Day
6. Labor Day 12. Martin Luther King Day
Section 9 & 10 Paramedic Skills & Leaving/Re-entering the Program

SECTION 9. Maintenance of Skills for Paramedic

All personnel are required to maintain any and all applicable certifications and licenses required for the classification of paramedic. Failure to obtain and/or maintain their licenses in a timely manner may result in either termination of their paramedic classification or employment.

Woodside Fire Protection District will reimburse the necessary dollar amount for the cost of paramedic recertification.

SECTION 10. Leaving/Re-entering the Paramedic Program

10.1 Leaving the Paramedic Program-Firefighter/Paramedic

It is understood by parties to this understanding that all members holding paramedic specialty pay status have an obligation to maintain the status while the terms and conditions of this understanding remain in effect unless allowed to leave the program with the approval of the Chief of the Department.

Members shall have the option to leave the paramedic program under the following conditions:

Woodside Fire Protection District shall maintain a sufficient number of paramedics to meet the operational needs of the Woodside Fire Protection District. A verified ability to staff our minimum need must exist before any employee will be allowed to leave the program.

The member must be a San Mateo County certified or licensed paramedic with at least five (5) years of continuous service with the Woodside Fire Protection District as a paramedic.

Members must declare their intent to leave the paramedic program in writing to the Chief of the Department.

Priority to leave the paramedic program will be based on Woodside Fire Protection District firefighter/paramedic seniority regardless of rank.

If Woodside Fire Protection District paramedic staffing levels fall below the operational level set by the Chief of the Department a certified or licensed paramedic must be available before any employee is allowed to leave the program.
Woodside firefighter/paramedics shall be offered the firefighter position when this opening is created through retirement, injury, medical reasons etc.

10.2 Leaving the Paramedic Program – Captain/Paramedic

A Captain/Paramedic may leave the paramedic program under the following conditions:

Woodside Fire Protection District shall maintain a sufficient number of paramedics to meet the operational needs of the Woodside Fire Protection District. A verified ability to staff the minimum need must exist before any employee will be allowed to leave the program.

Member must declare an intent to leave the paramedic program in writing to the Chief of the Department.

10.3 Re-entering the Paramedic Program

An individual may re-enter the program under the following conditions:

- All appropriate certifications and licenses are current and up to date.

- All San Mateo County EMS requirements for accreditation have been met, as well as any requirements for resuming paramedic status after not working for an extended period of time. (If applicable)

- Upon approval of the WFPD EMS Battalion Chief as well as the Chief of the Department, or his/her designee.

The District reserves the right to confirm the employee has the knowledge and/or skills to resume their role as a paramedic with the WFPD. Examples may be in the form of: an interview, written or practical examination, field evaluation, etc. The WFPD EMS Battalion Chief, or his/her designee, shall have the right to determine if any of these are required.
Section 11 Vacation

SECTION 11. Vacation

Definition - Platoon is one of the three- (3) groups of personnel on shift. Annual vacation leave for shift personnel shall be accrued by the following method:

An employee must complete their first year before vacation leave may be taken.

Upon the completion of one (1) to five (5) years 144 hours
Beginning the sixth (6) year 192 hours
Beginning the eleventh (11) year 264 hours
Beginning the sixteenth (16) year 312 hours
Beginning the twenty-first (21) year 360 hours
Beginning the twenty-sixth (26) year 408 hours

If an employee will be completing their fifth, tenth, or fifteenth, twentieth, or twenty-fifth year during the calendar year where vacation within that year is being picked, they will be allowed to pick as if they had completed that year.

Vacation shall be picked on seniority basis on each shift.

Vacation picking will begin on November 15. Personnel going on vacation during the vacation-picking period (November 15, through December 31) will designate another member of their platoon to pick for them in their absence. When it is an employee’s turn to pick they will have 72 hours from the time they are notified to submit their picks to the station 7 Captain or person designated to handle the vacation picks or they will forfeit their turn and “pass” will be written in their place.

First Pick: Any number of shifts between one (1) and eight (8) within four (4) consecutive tours.

Second Pick: Any number of shifts between one (1) and four (4) within two (2) consecutive tours.

Third pick or later, half (1/2) shifts may be taken. On the third pick or later a maximum of four and one half (4 1/2) shifts may be taken.

Six half (1/2) shift vacation picks may be taken in a single year.
They must be taken between 0800 hours and 2000 hours or 2000 hours and 0800 hours. (NO EXCEPTIONS)

Only two (2) employees may select a vacation day at a time. The Fire Chief or Deputy Chief may grant a third employee the ability to be on vacation at the same time.

Each shift will have a vacation log. This log will be maintained by the Captain at Station 7 or appropriate designated personnel and will be made available to each member when it is his or her turn to pick.

Vacation may be picked out of turn by getting approval of the entire shift.

If a member does not want to make a selection when their turn is due, “pass” will be indicated in the log and sign or initial the same.

If a member decides to change their vacation or fails to pick a vacation by December 31, they must select from what time is still available without affecting other members selections.

11.1 Reimbursement for Unearned Vacation Leave

If the employment of any full-time employee should cease, and if they actually have taken more vacation leave than they had accrued at the time of termination of employment, there shall be a deduction from their final pay, or they shall refund to the District, such pay as they have received for vacation leave theretofore taken by them.

11.2 Payment for Unused Accrued Vacation Leave upon Termination of Employment

If the employment by the District of any full-time employee should cease, they shall be given, at the time of such termination, full pay for any vacation leave that they may then have accrued.

11.3 Payment for Annual Unused Vacation Leave

WFPD will allow all WFPD employees to accrue up to 600 hours of vacation time. All WFPD employees will be required to take at least half of their yearly accrued vacation for that year not including 1st year employees. As of December 31st of that year, all remaining vacation hours above the accrual, will be paid to the employee at straight time. The Chief of the department under extreme or unusual circumstances may grant exceptions to this rule.
Section 12 Sick Leave

SECTION 12. Sick Leave

12.1 Accrual of Sick Leave

Shift employees shall accrue sick leave credit at the rate of twelve (12) hours per month, or one hundred forty-four (144) hours per year.

Uniformed non-shift employees shall accrue sick leave at the rate of eight (8) hours per month, or ninety-six (96) hours per year.

Clerical employees shall accrue sick leave credit at the rate of eight (8) hours per month, or ninety-six (96) hours per year.

Unused sick leave may be accrued without limit.

An employee, who is off duty due to injury or illness, shall not accrue sick leave for days not paid; however, sick leave shall accrue during an absence, which is the result of occupational disability resulting from District service.

If accrued sick leave is totally used, members shall draw no further pay from the District, however, the Board of Directors may authorize a leave of absence without pay when they deem such action appropriate, and in the best interest of the department. (There shall be no arbitrary or discriminatory refusal of leave if the employee is seriously ill.)

An employee, who has been properly suspended from duty in accordance with all provisions of the Memorandum of Understanding and applicable state law, shall not accrue sick leave during the suspension from duty.

Upon termination of an employee with the District, all rights, benefits and sick leave accrual shall cease to accumulate or continue in force.

12.2 Usage

Sick leave shall not be considered a privilege that an employee may use at their discretion, but shall be allowed only in cases of necessity and actual sickness, including necessary physician appointments or disability.

During any period of sick leave, no employee shall apply themselves whatsoever to any outside employment without permission from the chief of the department.
An employee shall not be allowed to work overtime during the period they are on sick leave. If an employee chooses to work during that timeframe, their pay code will be adjusted back to what it was prior to the sick leave notification.

Employees on job-connected disability shall not be charged for sick leave.

For absences of more than five (5) consecutive calendar days for non-shift employees and two (2) consecutive shifts for shift employees, or after taking six (6) sick days in any calendar year, the employee must file with the Deputy Chief of the Department a statement by a person licensed to practice medicine or dentistry that said employee was under a doctor’s care while absent, unless waived by the Deputy Chief or Chief of the Department. When an employee returns to work after any absence chargeable to sick leave or as a result of an industrial injury or illness, the District may require a statement from the attending doctor that employee is in fit physical condition to perform all the duties of their position. In addition, the employee may be required to undergo a medical examination at the District’s expense, to be performed by a doctor designated by the District.

Sick leave for shift and non-shift employees shall be charged against the accrued sick leave on an actual time basis.

12.3 Sick Leave at Termination

Employees whose District service is terminated because of retirement through the State of California Public Employees Retirement System shall be eligible for payment up to 6 months and 6 holidays, providing the employee has sufficient hours accrued.

12.4 Sick Leave Buy-Back

Refer to Sick Leave Buyback Policy

12.5 Notification Requirements

Employee or their designee will make entry into Telestaff, when they are sick. Employee will then notify the on duty Battalion Chief or, if unavailable, station 7 Captain by 7AM of duty day.

Employee reporting sick while on duty shall notify his supervisor.
Employee reporting sick shall report type of illness or injury and the possible duration of absence.

Employees who notify the duty Captain or B/C at station 7 of their inability to report for duty shall report also where they can be reached. If the employee will be unavailable for a phone call, the employee shall notify the duty B/C or if he is not available the duty Captain at station 7, stipulating the reason and the length of time of such unavailability.

Employee shall attempt to keep the District informed of their continuing condition and probable date of return to work.

Upon return to duty, the absent employee must complete a sick leave report and forward it to the Deputy Fire Chief, stipulating the reason for absence and the number of hours of sick leave used.

12.6 Report Forms

*Illness and Injury Report*: Shall be filled out by the Duty Captain at station 7 and approved by the B/C for any illness or injury where it is necessary to be off duty over one (1) hour.

*Sick Leave Report*: Shall be filled out by the employee for any illness or injury where it is necessary to be off duty over one (1) hour.

Report form shall be completed and presented to supervisor prior to 0900 hours.

A medical release, when required, shall be attached to the report.

Report form shall be typewritten or in ink.

Report form shall be filled out completely.

Report form shall be reviewed with the employee by their supervisor and/or shift B/C and signed. Review shall not be a basis for harassment or discrimination.

Report is then picked up by the duty B/C and forwarded to the Deputy Fire Chief for review and signature and then filed

*Medical Release*: When required by the rules and regulations, a medical release shall contain the following information:

Name, address and phone number of the attending doctor
Date and time of examination

Description of the illness or injury

Treatment received to effect recovery

Prognosis towards complete recovery at time of examination

Date employee can return to full or partial duty

Doctor’s signature

A phone call to the doctor sufficient where there is a contagious illness

12.7 Visitation

The Supervisor will accompany employee injured on the job to the department’s designated medical facility to insure employees’ safety and well-being.

Individual or family assistance will be provided by a Chief Officer or their designated choice to employee on extended sick or disability leave if requested or required.

12.8 Responsibility

It shall be the employee’s responsibility for proper reporting of sick or disability leave.

It shall be the supervisor’s responsibility to see that all report forms are completed properly.

It shall be the Battalion Chief’s responsibility for visitation, calling, and scheduling.
SECTION 13. Leaves of Absence

13.1 Workers Compensation Leave

Industrial accident leave means the absence from duty of an employee because of work-incurred illness or bodily injury when such absence has been accepted for coverage under the provisions of the Workers' Compensation laws of the State of California, and such leave shall not be deducted from the employee’s sick leave balance. As a condition of receiving pay under this rule, the employee shall be required to assign or endorse to the Employer any temporary disability compensation received as a result of the Workers' Compensation insurance program during such period of pay by the Employer.

Employees shall only be entitled to receive such pay differential for a maximum period of one (1) year; provided, however, that earned vacation and sick leave may be used beyond this one (1) year period to make up said pay differential.

All employees when on Workers Compensation Leave will follow and adhere to the Return to Work Policy of the Woodside Fire Protection District.

13.2 Jury Duty

Each full-time employee who is required to take time off from duty to serve as a juror in any Court of this State, or of the United States of America shall receive the regular base compensation less all jury fees received excluding mileage. Each employee receiving a notice to report for jury service shall immediately notify the immediate supervisor.

13.3 Extended Leave without Pay

The Board of Directors may authorize a leave of absence without pay to any member when they deem it appropriate and in the best interests of the department; however, such leave shall not exceed six months from date of approval. If a leave of absence without pay is granted there shall be no accrual of sick leave or any other benefits during such period.
13.4 Pregnancy Leave

Federal or State Law will always supersede what is in this MOU regarding pregnancy disability coverage and the California Family Rights Act (CFRA).

- An employee who is pregnant shall report her condition immediately after diagnosis is made, to an on-duty B/C. If a physician has not certified the diagnosis, the employee has 30 days to provide the department with a medical diagnosis. In the interim, the employee shall be placed on light duty.
- In the instance that the pregnancy is confirmed, the department considers the employee to be unable to perform normal duty. With this the employee has several options:
  A) The employee has the option to consult her private physician to retain full duty status. Once the employee notifies the department of her pregnancy, it shall be the responsibility of the employee to provide the department with a signed work status report. The report will state the physician’s recommendation for the employee’s work status.
  B) The employee may work light duty if her attending physician determines light duty to be appropriate. If this option is chosen, the employee will need to have her physician fill out a work status report. It is the employee’s responsibility to ensure that the work status report is completed by the physician and returned promptly to her shift B/C.
  C) The employee may use earned sick leave if her physician certifies that she is unable to perform her regular work.
  D) The employee may use earned vacation leave.
  E) The employee may take a leave of absence. The Fire Chief, upon written request of a full-time employee, may grant a leave of absence without pay for a maximum period of 1 year. Whenever granted, such leave shall be in writing and signed by the Fire Chief.
  F) In accordance with law the District must provide up to four (4) months disability leave for a woman who is disabled due to pregnancy, childbirth, or a related medical condition. Leave taken for pregnancy disability does not have to be taken at one time. Leave can be taken before or after birth or at any period of time the woman is physically unable to work because of the pregnancy or pregnancy-related condition. Periods of leave may be totaled in computing the four months of leave.
• During light duty, the employee may take vacation time or sick leave for any doctors’ appointments.

• Employees will not lose seniority due to pregnancy-related leave or light duty assignment. This would not apply to unpaid leave.

• Employees eligible to take a promotional exam will be allowed to participate in the examination process, provided the employee’s physician certifies in writing that the employee is physically capable of participating in the exam process. The department will not be responsible for conducting any additional exams in order to accommodate employees who are unable to participate in the process.

• Probationary employees shall fulfill any and all probationary obligations upon returning to normal duty.

• During the course of pregnancy, uniforms shall be worn until fit or comfort precludes such, at which time appropriate civilian attire will be allowed.

• Full health benefits shall be maintained for the employee during the course of pregnancy, so long as the employee is on light duty or paid leave. Health benefits for employees who choose leave of absence will be paid for by the department for 30 days following commencement of leave. Thereafter, the employee may continue coverage at her own expense if she so desires.

• Employees will not be required to use sick leave or vacation if they are willing and able to work a light duty assignment.

• Other disabilities caused or contributed by a pregnancy, miscarriage, or abortion will be treated as a pregnancy related condition.

• Employees shall return to active duty upon receipt of a status report that indicates that the employee is physically able to resume normal duty status.

13.5 Family Death Leave

The Chief of the Department shall have the discretionary power to authorize a death leave for such time as is necessary for the member to resolve his immediate situation. In any event, it shall not extend beyond four (4) consecutive days following death. In such instances the member shall not be charged with sick leave or any loss of pay. If the member requires additional time, the Chief of the Department may grant it, but the time off shall be charged against the member’s accrued sick leave, or
vacation time. Immediate Family is defined as: spouse, parents, stepparents, spouse's parents, grandparents, spouse's grandparents, sister, brother, sister-in-law, brother-in-law, son, daughter, or domestic partner.

13.6 Annual Military Leave

The Woodside Fire District will provide military training leave to employees who are obliged by their participation in State or National military reserve units to attend annual training tours. A District employee is entitled to a paid military leave for up to two (2) weeks each year for the purpose of Active military training (encampment, naval cruises, special exercises or like activities). A district employee is not entitled to a paid military leave for weekend drills which conflict with regularly scheduled workdays. Each employee required to report for such military service shall, no later than 30 days prior to the date of departure, notify the immediate supervisor in writing. Annual military leave will not be charged to an employee vacation leave.

13.7 Family or Medical Leave

Woodside Fire Protection District will recognize eligible employees need for leave in accordance with the (Family & Medical Leave Act) and CRFA (California Family Rights Act) to care for an immediate family member or for employee's own serious health condition, which makes the employee unable to perform the functions of their position. Woodside Fire Protection District will comply with all guidelines as set forth in the federal and state policies.
Section 14 Health & Welfare

SECTION 14. Health & Welfare

The Woodside Fire Protection District is a local agency contracting under the Public Employees' Medical and Hospital Care act. The Woodside Fire Protection District's contribution for each employee or annuitant shall be the amount necessary to pay an employee's or annuitant Kaiser-North premium only or if the employee or annuitant has a dependent then pay the employee or annuitant and two or more dependent's premiums, whichever is applicable, plus major medical for same.

The Woodside Fire Protection District's contribution shall be periodically adjusted, when necessary, to maintain the cost of any increase/decrease of said plan.

14.1 Dental Insurance

The employer shall contribute the amount necessary to provide dental care to the employee and their dependants as supplied by Delta Dental of California. Policy in employee benefit package per contract.

14.2 Long-term Disability Insurance

The employer shall contribute the full amount necessary to provide long-term disability benefits.

14.3 Deferred Compensation

Woodside Fire Protection District Offers participation in both Voya and PERS deferred compensation programs.

14.4 Inoculations

The Woodside Fire Protection District will provide tuberculosis screening, pulmonary physicals, and hepatitis B inoculations as outlined in the Injury & Illness Prevention Plan.

14.5 Vision Plan

The employer will provide to all employees at no cost a vision plan for the employee and their dependants. The plan will be through V.S.P. (Vision Service Plan).
14.6 Employee Assistance Plan

Woodside Fire Protection District will provide, at no cost to the employee, a resource to offer a private, direct connection to experienced professionals trained to help find solutions through an Employee Assistance Plan (EAP).

- Currently Sutter Health Assist U/Sutter EAP

14.7 Domestic Partner Benefits

The Woodside Fire Protection District will recognize and grant Domestic Partner benefits, as soon as, our current benefits provider recognizes Domestic Partners as dependents.
Section 15 Uniforms

SECTION 15. Uniform Allowance

15.1 All classifications represented by the bargaining unit shall be paid an annual uniform allowance of one-thousand dollars ($1,000). It will be paid between August 1st and August 15th of each calendar year, for that year. Items to be covered under this allowance are:

- Uniform pants
- Uniform shirts
- Uniform caps
- Uniform belts
- Gym Clothes
- Approved footwear (ANSI & OSHA Standards)
- Black Ben Davis 100% cotton pants or equivalent.

(For strike team assignments only)

The District at fair value shall replace personal clothing damaged at a fire while employee is off duty. Employees are required to have a full uniform by August 1 of each year and are required to have a second uniform kept in their station locker at all times.

See Uniform Policy in Policies and Procedures

Probationary employees, who after obtaining permanent employment, shall be in possession of a Class A Uniform within six (6) months.

Employees’ uniforms are to be inspected in January of each year.

15.2 Union Pins and Emblems

Pins and emblems denoting affiliation with the International Association of Firefighters, Federated Fire Fighters of California, or San Mateo County Fire Fighters Local 2400, may be displayed at the discretion of the member.

15.3 Grooming Standards

Each member of this department must maintain a high standard of dress and personal appearance to accomplish the objectives of individual safety, neatness, cleanliness and acceptable public image. It is the responsibility of each member to be properly groomed while on duty.
See Grooming Policy.

Supervisors shall be directly responsible for enforcement of this grooming standard. A supervisor who does not take the necessary actions to correct employee’s deficiencies will be subject to administrative actions.

15.4 Jewelry

Employees are not allowed to wear any type of jewelry on their face, head, or ears while on duty.
See Grooming Policy.
Section 16 Reimbursement

SECTION 16. Reimbursement

16.1 Educational Reimbursement

Reimbursement for completed courses will be based on the fees charged by the California Community College Districts. If an employee chooses to attend a course taught by another organization or a private contractor charging more than the CCCD, the difference will be borne by the employee. Exceptions can be made by the TO or the Chief of the Department.

Reimbursement is for course fees including texts and materials. Travel and housing will need prior arrangements and approval from the T/O or the Chief of the Department.
See Education Reimbursement Policy.

Reimbursement will be made only on successful completion of courses. If an employee does not receive a certificate for a SFM course they will not be reimbursed for that course.

Employees will be required to pay for courses, then upon successful completion of the course they will be reimbursed.

Conventions and Workshops will need prior approval of the T/O or the Chief of the Department, for reimbursement.

Officers will have first priority for attending classes, and then availability will be determined on seniority basis.
16.2 Reimbursable Courses

Fire Officers
SFM Fire Officer Certification Courses
SFM Chief Officer Certification Courses
SFM ICS and Strike Team Leader Courses
Other SFM Level Two courses with prior approval of the T/O or Chief of the Department.
Special seminars, courses and fire science classes with prior approval of the T/O or Chief of the Department.

Firefighters
SFM Fire Officer Certification Courses
Other SFM Level One courses with the approval of T/O or the Chief of the Department
Seminars, special course, and fire science courses with approval of T/O or the Chief of the Department

EMT
EMT training will be provided by the department. Those needing special arrangements for EMT will have to clear it first with the T/O or the Fire Chief.

Paramedics
Paramedic continuing education tuition and overtime compensation will be provided by the department. Those needing special arrangements for PARAMEDIC training will have to clear it first with the EMS Coordinator or the Fire Chief.

Haz Mat
Haz Mat First Responder and annual requirements will be provided by the department. Those wishing to attend special Haz Mat course or seminars will need prior approval.

Harassment
Harassment and Discrimination training will be provided by the department.

16.3 Education Incentive

Please refer to Education Policy (Pol. # 02-001-10), as each employee will be given an allowance to use on a fiscal year basis.
SECTION 17. Physical Fitness

The Woodside Fire Protection District physical fitness program/time shall be mandatory for all line personnel. The physical fitness program shall be a one (1) hour minimum program to include: flexibility strengthening and cardiovascular, with scheduling left to the discretion of the shift Captain or Battalion Chief; however, whenever possible, it shall be scheduled between 8:00 a.m. and 5:00 p.m.

SECTION 18. Work on Personal Vehicles

Under our present agreement employees may work on personal vehicles. This excludes fluid changes. When this policy was enacted certain regulations were outlined. These regulations are listed below:

The vehicle must be either the personal car of the employee, their spouse or their domestic partner. No exceptions are allowed.

Work cannot begin before 5:00 p.m. and must be completed no later than 8:00 a.m.

Personal tools will be allowed. Department tools can be used. Department supplies are not to be used, (for example, oil, parts, welding gas, etc.). Department tools must be authorized by the shift Captain.

Before work can begin the shift Captain must be notified and approval received.

All vehicles must be removed from the premises at the completion of the shift.

Shift assignments are not to be changed in order to work on vehicles.

Work shall not be done inside station.
Section 19 – 22
Layoff, Residence Requirement, Retirement, & Changes

SECTION 19. Layoff

The District Manager shall advise employees to be laid off of the action with the reasons therefore in writing. The District Manager shall notify employees forty-five (45) calendar days prior to the date such layoff is to occur; except in financial situations outside the control of the District, such notice is not required. With regard to layoff, the least senior employee shall be the first to be laid off, and so on up the seniority list.

Regular employees who have been laid off shall be placed at the top of the appropriate recall list in order of total cumulative time served in regular status. The names shall remain for a period of two (2) years unless the laid off employees are reemployed by the District during this period or the laid off employee declines reemployment when offered. For purposes of recall, the District shall send to the employees last known address notice of recall by certified mail with return receipt. The employees shall have fifteen (15) days from the date of mailing to notify the District of his intentions. Failure to respond within the fifteen- (15) day period shall result in the removal of the employee’s name from the recall list and the loss of seniority. It is the responsibility of the employee to advise the District of their current address. This applies to members of the bargaining unit only.

SECTION 20. Residence Requirements

There shall be no residence requirements.

SECTION 21. Retirement

The employer agrees to provide the Public Employees Retirement System 3% @ 50 retirement plan, highest year compensation, 1959 Survivor benefits, and age 50 Actuarial Discounted Retirement Allowances for Safety Members (Section 20952.5) at level 4, for Employees hired before 1-1-2012. Employees hired after 1-1-2012 will be provided the PERS 3% @ 55 retirement plan. Employees hired after 1-1-2013 will be provided the Safety PEPRA (Public Employees’ Pension Reform Act of 2013) 2.7% @57 Retirement plan.

Dental: Same coverage for retiree and spouse as full-time employee.
Vision: Same coverage for retiree and spouse as full-time employee.

Medical: Same coverage for retiree and spouse as full-time employee.

For all employees hired after 1-1-2017, retirement health benefits are to be offered through a Health Reimbursement Account (HRA). The District shall contribute $442/month upon employment.

SECTION 22. Changes of interpretations

No change in this agreement or interpretations thereof will be recognized unless agreed to by the Employer and the Union. All other grievances may be finally settled at the department level by the methods set forth in the grievance procedure hereunder.
Section 23 Grievance & Appeal Procedure

SECTION 23.  Grievance and Appeal Procedure

23.1  General

Definition:  A grievance is an actual dispute or complaint by one or more affected employees regarding interpretation of the terms and conditions contained in this agreement or the Woodside Fire Protection District (WFPD) Rules and Regulations as they apply to wages, hours, and conditions of employment.

Time Limit:  Grievances not resolved informally must be filed with the Chief of the Department within ten (10) days of the incident or occurrence which prompted the grievance.

Formal Presentation:  The formal presentation of a grievance shall be written and shall state the circumstances over which the employee(s) is/are aggrieved, the Section(s) of the agreement which have been thought to be violated, and the remedy sought.

Representation:  The grievant shall have the right to be represented at all steps of the grievance procedure by a person or organization of his own choosing.  If the grievant wishes to have as a representative someone other than an official of San Mateo County Firefighters, Local 2400, he shall so inform the Chief of the Department at least forty-eight (48) hours prior to any scheduled meeting.

Days:  The time limits provided herein refer to calendar days.
Waiver of Time Limits: The time limits provided herein may be waived by the mutual consent of the parties. Such waiver shall be reduced to writing and signed by the parties. The Department shall have no obligation to meet and/or discuss grievances, which have not met the time limits set herein.

23.2 First Level

An employee who has a grievance shall first attempt to resolve the grievance (or complaint) through informal discussion with the Chief of the Department. If such informal discussion does not result in a satisfactory resolution of the complaint said complaint shall be reduced to writing in accordance with Section 1 above. A meeting shall be scheduled within ten (10) days following submission of written grievances to the Chief of the Department for the purpose of resolving the complaint. At such meeting, the Chief may have as his spokesman the Department’s representative, while the employee may have his chosen representative. The parties will endeavor to resolve the issue(s) before them. After this meeting the Chief shall have ten (10) days in which to formally (in writing) answer the grievance. Any settlement reached after presentation of written grievance shall be reduced to writing and signed by the parties.

23.3 Second Level

In case of impasse at Level 1, wherein the Chief of the Department acts in opposition to the aggrieved, the grievant may request mediation. If the parties are unable to agree upon an acceptable mediator they shall petition the California State Mediation/Conciliation Service for a mediator. Any cost incurred through the use of the mediator, which has been agreed to in advance, shall be borne equally by the parties. The mediator shall make no public recommendations nor take any public position concerning the issue(s), but shall work directly with the parties involved.

23.4 Final Action

Grievances not resolved within thirty (30) days following Level 1 may be submitted to the WFPD Board of Directors at its first regularly scheduled meeting following impasse at Level 2. The request for a hearing shall be delivered to the Chief of the Department at least fifteen (15) days in advance of the next scheduled Board of Directors meeting (if 15 days notice can not be given due to mediation-conclusion date-provided such
process takes no longer than 30 days - the grievant shall provide the 15-day notice before the following Board meeting). Having complied with the above, the grievant and/or his representative may present his case to the Board for settlement. Having heard all the information pertinent to the grievance from both parties, the Board may render its decision or take the matter under consideration until its next regularly scheduled meeting. Such decision, when rendered, shall be contained in the minutes of the Board’s meeting and shall be final and binding on the parties to this agreement. Grievances not submitted to the Board of Directors, or submitted outside the time limits established herein, shall be resolved in accordance with the Chief of the Department’s decision at Level 1.

The Board of Directors shall have the right to set any hearing coming before it at such time and location, as the directors may deem appropriate and in the best interest of the Department.
Section 24 - 28
Staffing, Separability, Equipment, Printing, & Rules

SECTION 24. Staffing

The Employer shall maintain the thirteen-person minimum staffing procedure, including a B/C.


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

It is mutually agreed that the modifications shown above be made applicable on the dates indicated and that these modifications in conjunction with existing and unmodified rules, regulations, resolutions or ordinances relating to wages, hours and other terms of conditions of employment for employees in this Unit shall remain unchanged for the duration of this agreement unless such changes are as a result of mutual agreement.

SECTION 26. No Strike

The Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Union, nor any representatives thereof, shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the District, nor to effect a change of personnel or operations of management or of employees not covered by this MOU.

SECTION 27. Equipment

The District shall afford the employee the opportunity for input for the purpose of identifying employee concerns and recommendations.
SECTION 28 Memorandum of Understanding Printing

The printing and binding of the Memorandum of Understanding shall be shared jointly by the District and Union.

SECTION 29 Rules, Regulations, Working Conditions

Once re-written and agreed upon, the Rules, Regulations, and Working Conditions can be incorporated into the WFPD MOU.
SECTION 30 — 32
Minutes, Duration of MOU, and Common Mess

SECTION 30          Board of Directors Minutes

Copies of the minutes of each Board Directors Meeting shall be forwarded
to the District VPs' in a timely manner when requested.

SECTION 31          Duration of Memorandum

The specific modifications shown above shall be made applicable on the
dates indicated upon the approval of the Board of Directors; and these
modifications relating to wages, hours and conditions of employment shall
remain unchanged for the period of January 1st 2017 through December
31st 2019 unless such changes are the result of mutual agreement.

SECTION 32          Common Mess

The provisions of this section are adopted to assure that all members of fire
companies will be available at all times to respond to emergency calls as
quickly and efficiently as possible.

All employees on each shift at each station may attend a common mess at
the station for consumption of meals. Such members may contribute in
equal shares for the cost of the meals. The amount of the contribution and
the procedures for its collection shall be established at each station by the
station captain on each shift. The station captain may delegate the duty of
collecting such contribution.

The Fire District shall not be financially liable or responsible for the cost of
any meal or the preparation thereof, or for the collection of any funds, or
for any other costs undertaken in connection with the provisions of this
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<td><strong>SENIOR</strong></td>
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<tr>
<td><strong>Firefighter</strong></td>
<td>$7,563.74</td>
<td>$8,409.94</td>
<td>$8,891.98</td>
<td>$9,240.87</td>
<td>$9,697.58</td>
<td>$9,940.01</td>
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<td><strong>Para*Firefighter</strong></td>
<td>$8,320.13</td>
<td>$9,251.57</td>
<td>$9,782.98</td>
<td>$10,164.95</td>
<td>$10,667.23</td>
<td>$10,933.92</td>
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**UNIFORM ALLOWANCE $1,000**
2017-2019 MOU Agreement

Dated:

SAN MATEO COUNTY
FIRE FIGHTERS LOCAL 2400

By

WOODSIDE FIRE PROTECTION
DISTRICT

By

By

By

By
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