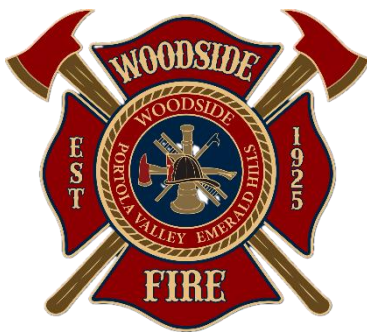


Memorandum of Understanding

Between

Woodside Fire Protection District



And



San Mateo County Firefighters International Association of Firefighters Local 2400 District 9

January 1, 2026 – December 31, 2028

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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, DISTRICT 9, I.A.F.F., AFL-CIO, who represents the bargaining unit as described below (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 1st, 2026 thru December 31st, 2028.

“Employees” means all workers covered by this Agreement, regardless of gender; the use of masculine pronouns or other masculine terms shall be inclusive of both male and female.

The Employer has recognized the Union as the exclusive bargaining agent for all permanent and probationary employees within the bargaining unit in the classifications of Firefighter, Firefighter-Paramedic, Captain, Captain-Paramedic, and Training Captain.

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

In the event that the Fire Chief will not be the Employer representative, the Union will receive advance written notice, to be received a minimum of 24 hours in advance of any need to meet and confer.

1.2.1 EMPLOYER REPRESENTATION IN NEGOTIATIONS

The Employer's sole authority to negotiate and enter into agreements with the Union rests with the Board of Directors. The Board of Directors may designate representatives to act on its behalf for purposes of negotiating with the Union.

The Fire Chief, Deputy Fire Chief, or any other district officer, employee, or any other district representative, may participate in negotiations only when expressly authorized in writing by the Board of Directors. Such authorization must be provided to the Union in advance of negotiations.

1.3 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. The limitation of two (2) employees may be waived upon mutual agreement between the Employer and the Union.

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 Union as the person authorized to receive such funds every month. 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 canceled 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

All changes to payroll deduction that cannot be made through the individual's ADP portal will be made by the Employee via written communication with the employer's designated representative. Unless otherwise specified, for the duration of this MOU, the designated representative is the Finance Manager.

The following payroll deductions are allowed:

1. Credit Union
2. Medical Premium
3. Union Dues
4. Association Dues
5. Retirement

6. State & Federal Taxes
7. Any Other Deduction 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 Fire Chief

2.3 BULLETIN BOARDS

The District shall provide reasonable space at all stations for Union bulletin boards. The Union may purchase and install the boards.

2.4 ADVANCED NOTICE

Except in cases of emergency, defined as an action detrimental to life or property, the District shall provide the Union with no less than thirty (30) calendar days advance written notice of any proposed resolution, rule, regulation, or policy change that has a significant impact on wages, hours, or other terms and conditions of employment affecting members of the bargaining unit. Consistent with the Meyers-Milias-Brown Act, the District shall meet and confer in good faith with the Union regarding such matters before adoption or implementation. Any such action taken without first providing notice and meeting and conferring with the Union shall be considered invalid and unenforceable.

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. Under no circumstances shall Union business interfere with Emergency Operations.

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).

Woodside Fire Protection District provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state, or local laws.

Harassment includes, but is not limited to, offensive remarks, jokes, slurs, visual displays, physical conduct, or any other behavior that creates an intimidating, hostile, or offensive work environment.

This policy applies to all employees and applicants, as well as contractors, interns, volunteers, and any others conducting business with or on behalf of Woodside Fire Protection District. It applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

This policy prohibits all forms of harassment and retaliation for reporting or participating in EEO-related investigations or complaints. Any employee who violates this policy may be subject to disciplinary action up to and including termination.

Woodside Fire Protection District encourages employees to report all incidents of harassment to a member of the Command Staff, and/or HR department. All reports are treated seriously, handled confidentially to the extent possible, and investigated promptly and fairly. When necessary, corrective action will be taken to stop the conduct and prevent its recurrence.

All Command Staff members are expected to model inclusive behavior, promptly address inappropriate conduct, and report concerns to HR. They are instrumental to ensure that the work environment remains free of discrimination and harassment.

3.2 AMERICANS WITH DISABILITIES ACT

The Employer and the Union agree to abide by the provisions of the Americans with Disabilities Act (ADA). Should the Employer need to change any current practice or policy to

comply with the provisions of the ADA, the Employer 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 – Compensatory Time Off

4.1 COMPENSATORY TIME PROGRAM

The Employer maintains a Compensatory Time program, also referred to as “Comp Time” or “Comp Time Off” (CT or CTO). This program allows eligible employees to accrue and use compensatory time in accordance with applicable law and the terms of this Memorandum of Understanding.

4.2 COMPENSATORY TIME BANK

Available hours are to be tracked and managed through the applicable scheduling software. This is to be referred to as an employee's “Comp Bank.” Employees may only hold a maximum of 48 hours in their Comp Bank at any given time.

Available time in an employee's Comp Bank will carry over from year to year. Upon the retirement of an employee, any time remaining in their Comp Bank will be paid out to the employee as required by law.

4.3 COMPENSATORY TIME ACCRUAL

Employees are able to earn comp time, at their discretion, through any qualifying overtime shift, at a rate of 1 hour worked to 1.5 hours of Comp Time earned. This is to be in lieu of OT payment.

Qualifying Overtime Shifts include the following:

1. Any Overtime assignment (to include OT, OTM, OTMC) up to 24 hours in duration.

Any time worked during a Qualifying Overtime Shift that exceeds the employee's 48-hour maximum bank is to be paid at the employee's appropriate OT rate.

If an employee would like to accrue Comp Time from any Qualifying Overtime Shift, then it is the responsibility of the employee to email the On-Duty BC their Comp Time request prior to the completion of the Qualifying Overtime Shift.

Employees may only accrue a total maximum of 360 hours (15 shifts) within one calendar year.

4.4 COMPENSATORY TIME USAGE

During a given year, employees will not be able to utilize Comp Time until after the annual Shift Vacation Picks have been completed.

Comp Time is to be utilized in the same fashion and under the same staffing rules as

Vacation usage.

See Telestaff Procedural Manual for further information.

Section 5 Probation

5.1 RECRUIT/PROBATIONARY FIREFIGHTER

The Fire Chief, or appointed representative, shall make an 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 they begin a firefighter academy through 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 eighteen (18) months from the time they begin their probationary firefighter status.

Recruit/probationary firefighters may be dismissed by the Fire Chief during the recruit/probationary period, without the right of appeal. Upon completion of the final quarterly progress report, the Fire Chief shall have the authority to recommend the individual to be moved to permanent/full-time status. Upon successful completion of the probationary period, the Fire Chief will submit their recommendation to the Board of Directors for approval within 30 days.

The appropriate Company Officer, as designated by the Training Chief shall complete quarterly progress reports. The Captain will submit the quarterly report to the Shift Battalion Chief, Training Chief, and Training Captain. The quarterly progress report will be reviewed with the probationary firefighter as well as the Company Officer, Shift Battalion Chief, and Training Chief.

The Training Chief and/or Shift Battalion Chief will present the quarterly report at the next available Staff Meeting, not to exceed 30 days from the completion of the report. The quarterly report shall also be submitted in writing to the Fire Chief.

If a probationary employee is absent from duty for more than thirty (30) consecutive calendar days during the probationary period, due to injury, illness, or other approved leave, the probationary period may be extended by the number of days absent. The Employer shall notify the employee and the Union in writing of any such extension. During the extended

probationary period, the employee shall retain all rights, benefits, and protections of this Agreement.

5.2 LATERAL FIREFIGHTER

The probationary period for a lateral firefighter shall be one (1) year from their start date. The same rules shall apply to the remainder of the probationary period as outlined in Section 5.

If a lateral probationary employee is absent from duty for more than thirty (30) consecutive calendar days during the probationary period, due to injury, illness, or other approved leave, the probationary period may be extended by the number of days absent. The Employer shall notify the employee and the Union in writing of any such extension. During the extended probationary period, the employee shall retain all rights, benefits, and protections of this Agreement.

5.3 PROMOTIONAL PROBATION

If an individual is promoted 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 a position, either in an acting or interim status, shall not count towards the probationary period, unless such a period is consecutive to a permanent appointment.

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.

6.1.1 Training Captain Overtime: When assigned overtime on a fire suppression apparatus, the Training Captain shall be compensated at the overtime rate of a Suppression Captain. When assigned overtime in the Administrative Training Captain role or when fulfilling an Emergency callback or holdover time for less than a full shift, the employee shall be compensated at one and one-half (1.5) times the employee's 40-hour hourly rate of pay. The employee shall be compensated at the overtime rate applicable to that position. The Finance Manager shall be notified via email when the Training Captain works overtime in the suppression capacity.

See the 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. Advancement is based on the employee's initial hire date or date of promotion.

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 PARAMEDIC PAY DIFFERENTIAL

- Any bargaining unit member who holds and maintains a valid California Paramedic License shall receive a paramedic pay differential. This shall include the Training Captain position when staffed by a licensed paramedic.
- The paramedic pay differential shall be calculated as a percentage of the top step Firefighter base salary:
 - Effective January 1, 2026 – 11%
 - Effective January 1, 2027 – 12%
 - Effective January 1, 2028 – No change from the previous year
- The paramedic pay differential provided under this section constitutes "special compensation" as defined in California Government Code §20636 and California Code of Regulations, Title 2, §571. The District and the Association agree that this differential shall be reported to CalPERS as pensionable compensation for all "classic" members and for "PEPRA" members to the extent permitted by law.
- The District shall maintain and update its CalPERS labor agreement and pay schedule filings to ensure compliance with applicable CalPERS reporting requirements.

6.6 SALARY WHILE IN THE FIRE ACADEMY

- Newly hired employees in the recruit academy will receive a regular rate of pay of Step 1 Firefighter for a maximum of 40 hours per week. This does not include holiday pay and FLSA pay while in the recruit academy. Paramedics will not be eligible for paramedic pay until after completing the Fire Academy.

6.7 SENIOR FIREFIGHTER PAY

Senior firefighter pay shall be calculated at 2.5% of the individual's current salary.

The following will be the requirements to be fulfilled in order to qualify for the Senior Firefighter pay, in the form of a salary step increase. This salary step increase is available to all members of the bargaining unit, if they meet the following qualifications:

- Completion of 20 years as a paid professional firefighter employed by The Woodside Fire Protection District.
- All Employees hired prior to January 1st, 2017 will be grandfathered into the old agreement, as defined below:
 - Completion of 20 years as a paid professional firefighter with at least 10 of those completed years employed by the Woodside Fire Protection District.

6.8 PAYDAYS

Payday shall be at least twice monthly and covers the 1st through the 15th and the 16th through the 30th or 31st. for regular pay. In the event that this day falls on a weekend or holiday, payday will be the preceding workday. Overtime Payroll periods are calculated from the 6th through the 20th, and from the 21st through the 5th of every month.

6.8.1 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). All employees shall transition to fully electronic by January 1, 2027

6.9 SALARY INCREASE

Increase of 6 % starting January 1st 2026

Increase of 5 % starting January 1st 2027

Increase of 5 % starting January 1st 2028

Section 7 - Days & Hours of Work

7.1 WORK SCHEDULE

The work schedule for employees in the classification of Firefighter, Paramedic/Firefighter, Fire Captain and Fire Captain/Paramedic 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:

X = 24 hour on-duty period

O = 24 hour off-duty period

XX0000

In accordance with Section 207(k) of the Federal Fair Labor Standards Act (FLSA), the 2 x 4 work schedule shall consist of eight (8) twenty-four (24) hour on-duty periods (a total of 192 hours) within a twenty-four (24) day work period in accordance with the chart above. See Appendix "A" for FLSA pay schedule.

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. For all 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 exchange of on-duty time or any part thereof.

The trading of shifts is 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 or at BC's discretion. 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 cannot fulfill their obligation, they must either cancel the original agreement or find another replacement. If they are unable to find a replacement or cancel the trade agreement, they are responsible for making up the time lost to the District. The responsibility solely lies with the person who commits to the shift trade as the replacement.

The member, who is on the OT list, and 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. Should the employee owe more than 24 hours to the Employer, the employee will meet and confer with the Union and Employer in order to develop a plan for repayment.

If the employee wishes to use their vacation hours as repayment, they must obtain written approval from the Fire Chief, and it will be repaid on an hour-for-hour basis.

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, on an hour for hour basis. 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 monetary charge will be the hours of the trade, at the employee's OT rate.

Sick leave will not be affected.

7.5 GENERAL REQUIREMENTS FOR SHIFT TRADE APPROVAL

Shift trades will be approved as long as the daily roster maintains the required qualifications at the time the trade request is submitted. Employees requesting a trade do not need to have identical qualifications, provided that overall shift coverage is preserved. Trades shall not be denied based on projected future vacancies or hiring levels.

Chief Officer review is required to verify compliance. Approval shall not be unreasonably withheld.

While not required, members are encouraged to trade with others who hold similar qualifications to support operational consistency. This encouragement shall not be used as grounds to deny a trade that otherwise meets the requirements above.

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 the 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, inactions, or financial obligations resulting from a breach of agreement between members.

7.8 SHIFT BIDDING

Once a year, based on seniority, 56-hour employees will have the option of bidding for a specific shift, station, and apparatus. The Union will conduct the selection process under the direction of the Fire Chief and/or his designee.

- Shift selection shall take place during the month of October, unless a change is agreed upon by a vote of union membership and with approval of the Labor Management Alliance.
- Captains will bid first, and Firefighters will bid second.
- Captain Paramedics cannot fill the primary paramedic slot during the bidding process.
- When the last individual has made his/her choice of shift, the bidding process will be complete.
- If a selection develops where the Fire Chief or his/her designee opposes the election, the Fire Chief or his/her designee will notify the Union and individual, in writing, of his/her reasons. This opposition is subject to review between the Fire Chief or his/her designee and the Union within ten (10) working days thereafter. Final authority for shift placement rests solely with the District.

A policy defining Shift Bidding responsibilities shall be located on Lexipol.

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.

See Appendix A

8.1.1 LEAVING THE OVERTIME LIST (OT LIST)

Employees may voluntarily choose to leave the OT List under the following conditions:

1) A maximum of one (1) employee per shift for a total of three (3) personnel, department-wide

2) Should multiple members submit requests to leave the OT List, then the senior-most employees will be given preference.

3) Employees must submit their request, in writing, to the Union and the Employer between September 1st and September 15th annually.

Employees may only leave the OT List for the period of one calendar year from 1/1 to 12/31 of the year in question.

Employees who are off the OT List may not sign up for OT, nor may they work mandatory OT.

Should a member who is off the OT List be deployed on Initial Attack Strike Teams, the department will make every effort to relieve the member as soon as possible, while providing for the needs of the WFPD.

Employees who have been granted leave from the overtime list may still receive overtime compensation when specifically requested by the district to conduct approved training as a certified instructor. Approved training refers to special instructional needs identified and authorized by the district, such as providing instruction in required programs or technical disciplines. It does not include routine daily training or South Zone Support activities. Any such assignment shall not create the need for backfill overtime. All such assignments must be documented in the scheduling software, and compensation will be at the applicable rate under this Agreement.

8.1.2 MID-YEAR LEAVE FROM OVERTIME LIST

An employee seeking removal from the overtime list under this section must petition in writing to both the Union and the District. The petition must:

- Identify the qualifying event. Qualifying events are defined as:
 - The need to provide care for an immediate family member with a documented serious health condition
- Be submitted at least thirty (30) calendar days prior to the requested removal date, except in emergencies such as unexpected medical complications

In accordance with California Family Rights Act (CFRA), **immediate family member** means: a child (biological, adopted, foster, stepchild, legal ward, or a person for whom the employee stands in loco parentis), parent (biological, adoptive, foster, or in loco parentis), spouse, registered domestic partner, grandparent, grandchild, sibling, and parent-in-law. Additionally, effective January 1, 2023, the CFRA includes a "designated person," defined as any individual related by blood or with whom the employee has an association equivalent to a family relationship.

The District and the Union shall review the petition jointly. A written decision shall be issued within fourteen (14) calendar days of submission, unless mutually extended. Approval requires mutual agreement and shall not be unreasonably withheld.

No more than one (1) employee District-wide may be removed under this provision during a single calendar year.

Employees approved for removal under this section shall not be eligible to return to the overtime list until the start of the next calendar year, unless otherwise agreed to in writing by both the District and the Union.

The decision on any petition under this section shall be final and not subject to the grievance or appeal procedure of this agreement.

This section shall be subject to review by the District and the Union during negotiations for the successor Memorandum of Understanding to evaluate its effectiveness, fairness, and continued necessity.

8.1.3 RETURNING TO THE OVERTIME LIST (OT LIST)

Members who voluntarily leave the OT List may not return to the OT

List for the duration of that calendar year.

Members who are removed from the OT List for disciplinary reasons may reenter the list at the discretion of the Fire Chief.. Those members will be placed on the respective OT and OTM Lists, at a position of the average of all eligible members.

8.1.4 MANDATORY OVERTIME OPT-OUT

The District and the Association agree to develop a joint policy addressing the parameters and procedures for the Mandatory Overtime Opt-Out process. This policy will define eligibility, limitations, documentation requirements, and related administrative practices to ensure consistent application and operational continuity. Until such a policy is established and adopted by both parties, the existing practice shall remain in effect.

8.2 COURT PAY

Any Firefighter who is 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 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 pending Fire Chief approval.

8.3 OUT OF CLASSIFICATION (Temporary Upgrade Pay) PAY

Whenever a Firefighter or Fire Captain is assigned to perform the duties and responsibilities of a higher classification, they shall receive acting pay as follows:

- Employees serving as Acting Captain shall receive compensation equal to ten percent (10%) above their current step.
- Employees serving as Acting Battalion Chief shall receive compensation equal to twenty percent (20%) above their current step.

The higher classification pay shall apply starting with the first hour worked and for all subsequent hours in that assignment.

Placement into an **interim status** position does not constitute out-of-classification pay under this section. For the purposes of this Agreement, interim status refers to a limited-duration appointment made by the Fire Chief or the Board of Directors to fill a vacancy in a higher classification for an extended period, during which the employee receives the pay, benefits, and responsibilities of that classification as if they were formally promoted.

8.4 EMERGENCY CALLBACK 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 of time and one-half (1.5), based on a fifty-six (56) hour workweek.

Callback pay shall begin upon confirming the call to respond to the station (this is the confirmation call to report, not the initial page-out time).

For purposes of this section, personal time means any activities or delays unrelated to direct travel and reporting to the station, including but not limited to showering, eating, changing clothes not required for response, running errands, or attending to personal matters. Personal time shall not be counted as compensable time.

Employees shall be compensated for direct travel from their location at the time of notification to the station, provided such travel is reasonable and without unnecessary delay. For purposes of this section, reasonable travel means travel by personal vehicle from a location within three (3) hours of drive time to the District. Travel by air, or from locations requiring more than three (3) hours of drive time, shall not be compensable. The District reserves the right to review travel time for reasonableness in the event of a dispute, with consideration given to traffic, weather, and other relevant factors.

Employees who are called back on an emergency basis under this section shall receive a minimum of two (2) hours of overtime pay under the following circumstances:

- The employee reports for duty, regardless of the actual time worked; or
- The employee is en route to the assignment, and the callback is canceled prior to arrival.

Pay will be in quarter-hour (15 minute) increments after the first two (2) hours.

This provision applies only to emergency call backs, including but not limited to strike team deployments or other urgent Department-initiated assignments. It does not apply to scheduled overtime, pre-planned assignments, or voluntary shift trades

8.4.1 Approved Emergency Callback Events:

- Natural Disasters / Fire Weather Staffing / Winter Weather Staffing
- Greater Alarm Incidents
- Strike Team Deployments
- DOC Activation
- Unexpected vacancies mid-shift
- Any other reason as approved by the Fire Chief

8.5 HOLIDAY PAY FOR FIFTY-SIX (56) HOUR WORKWEEK EMPLOYEES

In accordance with Government Code Section 7522.34 and 7522.04(f) the following provision will be reported to CalPERS as reportable compensation for all members covered by this agreement (Classic and PEPRA). However, the final determination of pensionable compensation shall be made by CalPERS, and the District assumes no liability or obligation should CalPERS decline to include the following provision in pensionable compensation. Employees who work the fifty-six (56) hour workweek schedules shall be paid at a rate of six percent (6%) of their monthly salaries.

Section 9 - Maintenance of Skills for Paramedic and EMT

9.1 MAINTENANCE OF SKILLS FOR PARAMEDIC

All personnel are required to maintain 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.

9.2 MAINTENANCE OF SKILLS FOR EMT

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

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

Section 10 - Leaving/Re-Entering the Paramedic Program

10.1 LEAVING THE PARAMEDIC PROGRAM - FIREFIGHTER/PARAMEDIC

1. Maintenance of Paramedic Status

- All members receiving paramedic specialty pay shall maintain their paramedic status for the duration of this Memorandum of Understanding unless conditions for exiting the program are met.

2. EMT Staffing Cap

- The Employer shall limit the total number of EMT-qualified Firefighters or Captains to eight (8) department-wide.

3. Definition of EMT-Qualified Members

- a. For purposes of this section, EMT-qualified members shall include:
 - a. Firefighter/EMTs
 - b. Captain/EMTs

4. Conditions for Exiting the Paramedic Program

Members may be permitted to leave the paramedic program under the following conditions:

- a. The Employer shall maintain a sufficient number of paramedics to meet operational needs as set forth in the staffing provisions of this MOU. Prior to approving any EMT conversion, the Employer shall hire or promote additional paramedics as necessary to ensure that coverage requirements are fully met. Verified staffing must exist before any employee is authorized to step down.
- b. The member shall be a San Mateo County certified or licensed paramedic with no less than fifteen (15) continuous years of service with the Woodside Fire Protection District as a Firefighter/Paramedic or Captain/Paramedic.
- c. Priority for exiting the paramedic program shall be based on departmental seniority.
- d. Members shall only be placed into an EMT-qualified position when a vacancy exists as a result of retirement, injury, medical separation, or other qualifying event.
- e. Members shall declare their intent to leave the paramedic program in writing to the Fire Chief.

5. Cross-Reference to Staffing Requirements

- The limitations and conditions outlined in this section shall be interpreted in conjunction with the minimum staffing requirements set forth in Section

[Staffing] of this MOU. In the event of any conflict, both provisions shall be applied together to ensure compliance with minimum staffing levels and the eight-person EMT cap.

10.2 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 Fire Chief, 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

11.1 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.

Vacation hours will be front-loaded into the applicable scheduling software for the purpose of vacation selection. Vacation hours are accrued through active payroll participation. If you do not receive payroll, your time will be prorated. The calculations on earned vacation hours per payroll are below:

56-Hour Week Employee

Upon the completion of one (1) to five (5) years	144 hours/ 6 hrs per period
Beginning the sixth (6) year	192 hours/ 8 hrs per period
Beginning the eleventh (11) year	264 hours/11 hrs per period
Beginning the sixteenth (16) year	312 hours/13 hrs per period
Beginning the twenty-first (21) year	360 hours/15 hrs per period
Beginning the twenty-sixth (26) year	408 hours/17 hrs per period

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

The maximum amount of unused Vacation that can be carried over from year to year is half the employee's yearly accrual, to a maximum of 624 hours total. Unused vacation that exceeds the maximum of 624 hours will be required to be cashed out at the end of the calendar year, which will fall on the December 31st payroll.

11.1.1-40 Hour Week Employee - Training Captain

The Training -Captain accrues vacation according to the following formula:

Upon the completion of one (1) to five (5) years	136 hours/ 5.67 hrs per pay period
Beginning the sixth (6) year	176 hours/ 7.34 hrs per pay period
Beginning the eleventh (11) year	216 hours/ 9 hrs per pay period
Beginning the sixteenth (16) year	248 hours/ 10.34 hrs per pay period
Beginning the twenty-first (21) year	280 hours/ 11.67 hrs per pay period
Beginning the twenty-sixth (26) year	312 hours/ 13 hrs per pay period

11.2 VACATION PICKING

Vacation shall be picked on a seniority basis on each shift.

Vacation picking will begin on November 15, unless a change is mutually agreed upon by the Employer and Union. 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 designated shift Captain (or the 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 (12hr VAC) may be picked in a single year.

Half Shift vacation picks 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 maintain a vacation pick log. This log will be maintained by a designated Company Officer or appropriate designated personnel and will be made available to each member when it is his or her turn to pick. This log may be kept digitally.

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.

Members must have their selected vacation days applied in Telestaff by January 31st. Failure to input the request into Telestaff by January 31st will result in the forfeiture of the chosen dates.

11.3 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 therefore taken by them.

11.4 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.

An employee, who has been properly suspended from duty (whether with pay or without pay) in accordance with all provisions of the Memorandum of Understanding and applicable state law, shall not accrue sick leave or vacation during the suspension from duty.

11.5 PAYMENT FOR ANNUAL UNUSED VACATION LEAVE

WFPD will allow all WFPD employees to accrue up to 624 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 maximum accrual, will be paid to the employee at straight time. The Fire Chief may grant exceptions to this rule. All requests for an exception

to this rule must be made in writing to the Fire Chief. This includes employees who are on approved leave, such as Workers' Comp, LTD, etc.

11.6 VACATION USAGE

Members must use vacation in 12 or 24 hour increments. No more than two (2) employees may be on vacation on a given day.

Exceptions to this rule include the following designated holidays, in which only one (1) employee may be on vacation per day:

- New Year's Day
- MLK Day
- Presidents Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

Section 12 - Sick Leave

12.1 ACCRUAL OF SICK LEAVE

56-Hour Shift employees shall accrue sick leave credit at the rate of fourteen (14) hours per month, or one hundred sixty-eight (168) hours per year.

40-Hour Uniformed non-shift employees shall accrue sick leave at the rate of eight (8.97) hours per month, or ninety-six (104) 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 either with or without pay) 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 SICK LEAVE 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. Sick leave may be used for illnesses of the employee or immediate family.

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 time frame, 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 four (4) consecutive shifts for shift employees, or after taking eight (8) sick days in any

calendar year, the employee must file with the Fire Chief, or his designee, 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 Fire Chief

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 the 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 separated because of retirement through the State of California Public Employees Retirement System (PERS) shall be eligible for payment up to 6 months or a total of 1440 hours, provided that the member has successfully accrued those hours.

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, to the station 7 Captain by 7AM of duty day.

Employee reporting sick while on duty shall notify their direct supervisor.

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

Section 13 - Leaves Accruals

13.1 WORKERS COMPENSATION LEAVE

Industrial accident leave (Workers Compensation or WC) 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.

13.1.1: 4850 Coverage for Department-Approved Training

In addition to the provisions of Industrial Injury Leave under California Labor Code Section 4850, employees who are otherwise eligible for such benefits shall remain eligible if injured while attending department-approved training, classes, or professional development activities occurring outside of their regularly scheduled work hours or outside District boundaries.

1. Pre-Approval

Any training, class, or professional development activity that has been pre-approved through the Department's established educational approval process, including approval by the Battalion Chief in charge of training, shall qualify for coverage under this section.

2. Duration of Coverage

Coverage shall extend only for the duration of the approved training or class, including reasonable travel time as determined by the Department.

3. No Waiver of Rights

Nothing in this section shall limit or waive any rights otherwise provided to employees under California law.

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 their regular base compensation less all jury fees received excluding mileage. Each employee receiving a notice to report for jury service shall immediately notify their 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. The District will cover the cost of healthcare benefits for a maximum of 30 days when an employee is out on extended leave without pay.

13.4 PREGNANCY LEAVE

The employer will follow all Federal or State Law 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:
 1. 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.

2. 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.
3. The employee may use earned sick leave if her physician certifies that she is unable to perform her regular work.
4. The employee may use earned vacation leave.
5. 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.
6. In accordance with California Pregnancy Disability Leave (PDL), eligible employees may receive up to four months of unpaid leave when they are 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.

The employee may use earned sick leave if her physician certifies that she is unable to perform her regular work.

- 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.
- Woodside Fire will provide a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child. The District will make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area for the employee to express milk in private. Such space will meet the requirements of the California Labor Code including a surface to place a breast pump and personal items, a place to sit, access to electricity, a sink with running water, and a refrigerator for storing breast milk.

13.5 MATERNITY/PATERNITY LEAVE (MPL)

Upon the birth or adoption, of a child less than 1 year of age, employees are to receive (5) 24hr shifts of Paid Time Off (PTO) for Maternity/Paternity leave, to be used during the first (5) 24hr shifts of the employee's assigned platoon or immediately upon return from Pregnancy Leave.

The MPL PTO will be considered as 'use it or lose it' and will not be carried over or extended past the first (5) 24hr shifts.

Employees may be allowed to return to work prior to the full usage of the MPL PTO. Any remaining MPL not used due to a return to work will be considered forfeited.

While on MPL, employees will not be allowed to work Overtime (OT), Shift Trade Working (TRD+), or OT Mando Cover (OTMC). Any employee who chooses to work in any of the aforementioned capacities will forfeit the remainder of their MPL.

MPL may not be combined with or stacked on top of Workers' Compensation leave. MPL shall only apply when the employee is actively working and immediately following birth

or adoption. If an employee is on Workers' Compensation or any other extended leave at the time of the qualifying event, MPL benefit shall be considered forfeited.

Upon returning to work, employees will submit either a valid Birth Certificate or U.S. Hague Adoption Certificate/Custody Declaration within 90 business days. Failure to submit the appropriate documentation will result in disciplinary actions as well as the equivalent loss of vacation shifts as MPL shifts used. Should an employee be unable to cover the days with accrued vacation shifts, then the required vacation shifts will be deducted from future vacation accrual.

13.6 BEREAVEMENT LEAVE (BL)

The Fire Chief shall have the discretionary power to authorize a bereavement leave for such time as is necessary for the employee to resolve his immediate situation. All BL requests shall be made via notification to the On-Duty BC.

In any event, it shall not extend beyond 30 calendar days following death. In such instances, the employee shall not be charged with sick leave or any loss of pay, up to a maximum of 48 hours. If the employee requires additional time, the Fire Chief may grant it, but the time off shall be charged against the employee'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, stepchildren, or domestic partner.

13.7 ANNUAL MILITARY LEAVE (ML)

The employer 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 paid military leave for weekend drills that 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.

13.8 FAMILY OR MEDICAL LEAVE (FMLA)

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 an 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. Employees may utilize accrued Sick Leave (SL) to ensure financial stability during leave up to a maximum of 120 hours.

13.9 40-HOUR TO 56-HOUR SCHEDULE CONVERSION

1. Purpose

This section memorializes how vacation leave, sick leave, and compensatory time off (CTO) balances are managed when an employee transitions between a 56-hour suppression schedule and a 40-hour administrative or staff assignment, and vice versa.

2. Accrual Balance Preservation

- When an employee transfers from a 56-hour schedule to a 40-hour schedule, all existing vacation leave, sick leave, and compensatory time off (CTO) balances shall remain unchanged at the time of transfer.
- When an employee transfers from a 40-hour schedule back to a 56-hour schedule, all existing vacation leave, sick leave, and compensatory time off (CTO) shall also remain unchanged at the time of transfer.

3. Accrual Rate Application

- Upon the effective date of the new assignment, the employee shall begin to accrue sick and vacation leave based on the accrual rate applicable to the new schedule.
- No retroactive adjustments shall be made for time accrued prior to the transfer.

4. Front-Loaded Accrual Adjustments (40-Hour Assignments)

- Employees on a 40-hour schedule who have received front-loaded vacation or sick hours for the year shall have their hours prorated if they transfer back to a 56-hour schedule mid-year.
- The prorated adjustment shall be based on the percentage of the year worked in

the 40-hour position, with the remaining portion accruing under the 56-hour schedule.

5. Example Application

- If an employee transfers from suppression to a training assignment midyear, their existing leave banks remain unchanged. From that point forward, they accrue hours under the 40-hour rate.
- If the employee later returns to suppression midyear, their existing balances again remain unchanged. Accrual resumes under the 56-hour rate from the effective date of the transfer. Any previously front-loaded 40-hour accruals will be prorated to reflect time served in the 40-hour position.

6. No Loss of Earned Time

- At no point shall an employee lose previously accrued sick or vacation hours solely due to movement between 56-hour and 40-hour assignments.

7. Administrative Oversight

- The District shall ensure accurate tracking and adjustment of accrual rates and proration through payroll or the designated timekeeping system, with confirmation provided to the affected employee at the time of transfer.

Section 14 - Health & Welfare

14.1 MEDICAL INSURANCE

The Woodside Fire Protection District is a local agency contracting under the Public Employees Medical and Hospital Care Act.

The Employer's contribution for each employee or annuitant shall be the entire amount necessary to pay an employee's or annuitant Kaiser Family Bay Area premium only, or if the employee or annuitant has a dependent, then pays the employee or annuitant and two or more dependent premiums, whichever is applicable, plus major medical for same.

Effective 1/1/2026, the Employer agrees to pay 100% of Kaiser Family Bay Area

Effective 1/1/2027, the Employer agrees to pay 100% of Kaiser Family Bay Area

Effective 1/1/2028, the Employer agrees to pay 100% of Kaiser Family Bay Area

Additionally, the Employer agrees to pay the balance over and above any cap on monthly medical that is agreed to in this MOU to any employee who successfully retired prior to 1/1/2020.

14.2 DENTAL INSURANCE

The Employer will provide all employees, at no cost, with a dental plan for themselves and their dependents. This policy is included in the employee benefits package as per the contract. Any changes to the dental provider will require the Employer and Employee to meet and confer.

14.3 LONG-TERM DISABILITY INSURANCE (LTD)

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

Any changes to LTD Insurance during the duration of this agreement shall require the approval of both parties.

14.4 DEFERRED COMPENSATION

The Employer offers participation in deferred compensation programs. These programs are subject to change, and any changes will be submitted to all members in writing.

14.5 INOCULATIONS

The Employer will provide tuberculosis screening, pulmonary physicals, and hepatitis B inoculations.

14.6 VISION PLAN

The Employer will provide all employees, at no cost, a vision plan for themselves and their dependents. Any changes to the vision provider must be discussed and agreed upon by both the Employer and the Employee.

14.7 EMPLOYEE ASSISTANCE PLAN

The Employer 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). Any changes to the EAP provider shall require both the Employer and Employee to meet and confer.

14.8 DOMESTIC PARTNER BENEFITS

The Employer will recognize and grant Domestic Partner benefits, as per CalPERS guidelines.

14.9 GROUP TERM LIFE INSURANCE

The District shall maintain group term life insurance for all bargaining unit members. The District will pay the full premium cost of this benefit. Each eligible employee shall be covered in the amount of \$57,890. Coverage shall include an accelerated death benefit and accidental death and dismemberment. This coverage shall not be reduced during the term of this Agreement without mutual agreement between the District and the Union.

14.10 FLEXIBLE SPENDING ACCOUNT (FSA)

The District shall provide a Flexible Spending Account (FSA) program in accordance with Section 125 of the Internal Revenue Code. All eligible bargaining unit members shall have the opportunity to participate in the FSA for qualifying health care and dependent care expenses. The District shall cover administrative costs associated with offering the plan. Employee contributions shall be made through pre-tax payroll deductions, subject to annual IRS limits. Any changes to the FSA provider or plan design during the term of this Agreement must be mutually agreed upon between the District and the Union.

Section 15 - Reimbursements and Allowances

15.1 ANNUAL UNIFORM ALLOWANCE

All classifications represented by the bargaining unit shall be paid an annual uniform allowance of one thousand dollars (\$1,000). Starting July 1, 2026, the district will pay a uniform allowance monthly at a rate of \$83.33 per month (on the 30th or 31st payroll). This allowance is reportable compensation only for Pers Classic members.

See Uniform Policy for further information.

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 annually, in September, under the supervision of the Shift Battalion Chief.

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. The Fire Chief may authorize the display of further pins and emblems.

15.3 GROOMING STANDARDS

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

Reference Lexipol Policy #407 Grooming Policy

15.4 JEWELRY

Employees are not allowed to wear any type of jewelry on their face, head, or ears while on duty.

15.5 EDUCATIONAL REIMBURSEMENT

Reimbursement is for course fees, including texts and materials, backfill coverage, lodging, meals, and transportation. Travel and housing will need prior arrangements and approval from the Fire Chief or his/her designee. See Education Reimbursement Policy for further details.

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, Symposiums, Workshops, and College Education will need prior approval of the Fire Chief, or his/her designee, for reimbursement.

Please refer to the Education Reimbursement Policy, as each employee will be given a maximum \$4000 allowance to use on a fiscal year basis.

Any unused funds are subject to be allocated to other employees as approved by the Fire Chief, or his/her designee. The input of the line personnel shall be considered and, if necessary, voted on to manage said unused funds.

Employees may willingly donate/gift all, or a portion of, their \$4000 allowance to another employee as approved by the Fire Chief, or his/her designee. The employee is required to submit this request in writing.

Employees who receive donated/gifted funds may use said funds for course fees including texts and materials, backfill coverage, lodging, meals, and Transportation.

15.6 REIMBURSABLE COURSES – FIRE/RESCUE

The tuition for the following classes is to be paid for solely by WFPD:

Fire Officer	Firefighter
SFM Fire Officer Certification Courses.	SFM Fire Officer Certification Courses
SFM Chief Officer Certification Courses.	Other SFM Level One courses with the approval of the Fire Chief, or his/her designee.
SFM ICS and Strike Team Leader Courses.	Seminars, special courses, and fire science courses with approval of the Fire Chief, or his/her designee.
Other SFM Level Two courses with prior approval of the Fire Chief, or his/her designee.	

Hazmat	Harassment
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Haz Mat First Responder and annual requirements will be provided by the Employer.	The Employer will provide harassment and Discrimination training.
Those wishing to attend special HazMat courses or seminars will need prior approval of the Fire Chief, or his/her designee	

15.7 REIMBURSABLE COURSES – EMS

Paramedics shall be compensated up to twenty-four (24) hours of overtime pay, per calendar year, as reimbursement for attending paramedic continuing education to maintain their EMT/paramedic license or attend other applicable EMS courses as approved by the EMS BC. CE must be attended off-duty. EMT/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.

15.9 .HOTEL LODGING FOR OUT OF COUNTY (OOC) DEPLOYMENTS

1. The Employer shall maintain an annual budgeted fund dedicated to hotel lodging for employees assigned to OOC deployments. This fund shall include a minimum allocation of \$10,000 per fiscal year.
2. The fund shall be available when lodging is not otherwise provided by the State of California, the receiving jurisdiction, or incident command. The fund may also be used when the Incident provides lodging if the Fire Chief or designee determines that alternative hotel lodging is more advantageous due to distance, accessibility, or cleanliness.
3. The fund shall operate as a fixed annual allocation. Once the budgeted amount is expended, no additional obligation shall exist for that fiscal year.
4. The Employer shall include this allocation in each annual budget for the duration of this Memorandum of Understanding and any successor agreement.

Section 16 - Physical Fitness

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

Section 17 - Layoff

The Fire Chief, or his designee shall advise employees to be laid off of the action with the reasons therefore in writing. The Fire Chief, or his designee, 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 18 - Residence Requirements

For the duration of this memorandum, there shall be no residence requirements.

Section 19 - Retirement

19.1 PERS RETIREMENT FORMULA

19.1.1 Safety Pension Group A: 3% at 50 Safety 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.

19.1.2 Safety Pension Group B: 3% at 55 Safety Retirement

The Employer agrees to provide Employees hired after 1-1-2012 with the PERS 3% @ 55 retirement plan, and 1959 Survivor benefits

19.1.3 Safety Pension Group C: 2.7% at 57" Safety Retirement

The Employer agrees that all Employees hired after 1-1-2013 will be provided the Safety PEPRA (Public Employees' Pension Reform Act of 2013) 2.7% @57 Retirement plan, and 1959 Survivor benefits

19.2 RETIREE BENEFITS

Dental: Same coverage for retirees and spouses as for full-time employees. Coverage for retirees, spouses, and dependents up to age 26 will continue into retirement, with benefits remaining as outlined in Section 14.2. Dependents over 26 who are permanently disabled and unable to support themselves will continue to be eligible for coverage, provided they submit satisfactory medical documentation. Members separated from employment due to misconduct are not eligible for continued benefits.

Vision: Same coverage for retirees and spouses as for full-time employees. Coverage for retirees, spouses, and dependents up to age 26 will continue into retirement, with benefits remaining as outlined in Section 14.2. Dependents over 26 who are permanently disabled and unable to support themselves will continue to be eligible for coverage, provided they

submit satisfactory medical documentation. Members separated from employment due to misconduct are not eligible for continued benefits.

Medical: Same coverage for retirees and spouses as for full-time employees. Coverage for retirees, spouses, and dependents up to age 26 will continue into retirement, with benefits remaining as outlined in Section 14.2. Dependents over 26 who are permanently disabled and unable to support themselves will continue to be eligible for coverage, provided they submit satisfactory medical documentation. Members separated from employment due to misconduct are not eligible for continued benefits.

- WFPD agrees to pay the balance over and above any cap on monthly medical that is agreed to in this MOU, to any employee who successfully retired prior to 1/1/2020.

19.3 PERS MEMBER CONTRIBUTION

- All Employees in Pension Groups A and B described above will make the 12% PERS member contributions by payroll deduction.
- All Employees in Pension Group C described above will pay the employee contribution required by PEPRA, subject to all provisions of that law.
- When employees pay their PERS Member Contributions pursuant to sections 21.3.1 and 21.3.2 above, the Employer will provide for member contributions to be made as allowed under provisions of IRS Code Section 414(h)(2)

Section 20 - 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 21 - Grievance & Appeal Procedure

21.1 GENERAL DESCRIPTION

- a. **Definition:** A grievance is defined as any complaint, dispute, or claim by a member of the bargaining unit, or by the Union, alleging a violation, misinterpretation, or misapplication of this Memorandum of Understanding, District policies, established past practices, or applicable state or federal labor laws.
- b. Grievable issues include, but are not limited to:
 - Violations of this MOU.
 - Improper or unjust disciplinary actions, including suspension, demotion, or termination.
 - Unsafe or hazardous working conditions.
 - Discrimination, harassment, or retaliation.
 - Violations of established past practices that affect terms and conditions of employment.
 - Denial of Union representation or violation of Weingarten rights.
- c. **Time Limit:** Grievances not resolved informally must be filed with the Fire Chief within ten (10) days of the incident or occurrence which prompted the grievance.
- d. **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.
- e. **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 Fire Chief at least forty-eight (48) hours prior to any scheduled meeting.
- f. **Days:** The time limits provided herein refer to calendar days.
- g. **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.
- h. **Union Rights**
 - The Union shall have the exclusive right to advance grievances.
 - The Union may consolidate similar grievances for efficiency.

- Union stewards shall be provided reasonable paid time, without loss of wages, to investigate, file, and process grievances in accordance with this procedure.

21.2 FIRST LEVEL

An employee who has a grievance shall first attempt to resolve the grievance (or complaint) through an informal discussion with the Fire Chief. 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 the submission of written grievances to the Fire Chief for the purpose of resolving the complaint. At such meetings, the Fire 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 Fire Chief shall have ten (10) days in which to formally (in writing) answer the grievance. Any settlement reached after the presentation of the written grievance shall be reduced to writing and signed by the parties.

21.3 SECOND LEVEL

In case of an impasse at Level 1, wherein the Fire Chief 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.

21.4 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 Fire Chief 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 the 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 Fire Chief'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 22 – Staffing

The District shall maintain a minimum daily staffing level of thirteen (13) suppression personnel. Staffing shall be distributed in accordance with the following requirements:

1. Each in-service engine and rescue unit shall be staffed with no fewer than three (3) personnel.
2. As an exception, the rescue unit may be temporarily staffed with two (2) personnel only in the event of an emergency short-staffing situation while awaiting hire-back or callback coverage. This exception shall be temporary and non-routine.
3. At least one (1) licensed Paramedic shall be assigned to each in-service apparatus.
4. At least one (1) qualified Operator shall be assigned to each in-service apparatus.
5. At least one (1) Captain or Acting Captain shall be assigned to each in-service apparatus.

For the purpose of this section, an “Acting Captain” is defined as a bargaining unit member who has met the District’s established qualifications to assume the duties of a Captain temporarily.

The District shall make all reasonable efforts, including hire-back or callback procedures, to maintain the staffing levels outlined in this section prior to authorizing any exception.

Minimum staffing requirements set forth in this section shall not be reduced or altered without the mutual agreement of the District and the Union.

Section 23 - Separability of Provisions

23.1 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.

23.2 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 24 - 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 25 - Equipment

The District shall afford the employees the opportunity for input, in regards to equipment, for the purpose of identifying employee concerns and recommendations.

Section 26 - Memorandum of Understanding Printing

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

Section 27 - 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 28 - Duration of Memorandum

The specific modifications in this document 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 2026 through December 31st 2028 unless such changes are the result of mutual agreement.

Section 29 - 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 contributions.

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 section

Section 30- Special Compensation Pay

30.1 WFPD INCENTIVE PAY PROGRAMS

WFPD offers the following incentive pay programs to qualified personnel in the bargaining unit. These incentive pay programs are not reportable compensation to PERS at this time. Members eligible for any of the outlined incentives must submit proof of their completion to the Fire Chief or his/her designee by the 1st of the month for processing in that month. Failure to do so will delay compensation until the following month.

30.2 EDUCATIONAL INCENTIVE

Members will qualify based on their single highest level of college education. Multiple college degrees will not result in multiple education incentive compensations.

Possession of an Associate's or Bachelor's degree will be compensated monthly, up to a maximum of \$300/month for an Associate's degree or \$600/month for a Bachelor's degree or higher.

30.3 CERTIFICATION INCENTIVE

Qualification is limited to any one (1) CSFM Certification track. The incentive will not apply to multiple CSFM Certification tracks.

Maximum incentive of \$375/mo for those who qualify for Level I & Level II CSFM Certifications, and maximum incentive of \$250/mo for those who possess only Level I CSFM Certifications.

30.3.1. Level I CSFM Certifications:

- Emergency Vehicle Technician I
- HazMat Technician
- Instructor I
- Company Officer (2014)

- Fire Apparatus
Driver/Operator
Pump (2015)
- Fire Inspector I
- Fire Investigator
(2017)

Possession of all certifications, or their CSFM / FSTEP recognized equivalencies listed above, will be compensated on a monthly basis of \$250/mo.

30.3.2 Level II CSFM Certifications:

- Emergency Vehicle
Technician II
- HazMat Specialist
- Instructor II
- Chief Fire Officer
(2014)
- Fire Inspector II

Possession of all certifications, or its CSFM / FSTEP recognized equivalencies, listed above will be compensated on a monthly basis of \$375/mo.

30.4 TRAINING INCENTIVE

This incentive is based on in-house WFPD training tracks and each qualifying member will have the appropriate code (AO and/or SR) next to their name in Telestaff upon completion of the requirements. Members may qualify for both AO and SR incentives.

30.4.1 Apparatus Operator (AO) - Maximum Incentive \$125/mo

All WFPD recognized Apparatus Operators prior to December 31, 2015 are to receive the AO Incentive.

WFPD recognized Apparatus Operators after January 1, 2016 must meet the criteria below to receive the AO Incentive:

- Completion of 5 years of service with WFPD
- Completion of WFPD Driver/Operator training
- CSFM Certifications
 - CSFM Driver/Operator IA
 - CSFM Driver/Operator IB

- Successful completion of the WFPD Driver/Operator test
- Department recognition as qualified Apparatus Operator in the form of a letter from Training Chief or Fire Chief

**30.4.2 Search and Rescue (SR) - Maximum Incentive
\$250/MO**

- Completion of 5 years of service with WFPD
- Completion of all of the following current WFPD (SR) training requirements:
 - CSFM Rescue Systems I or Structural Collapse Specialist 1
 - CSFM Rescue Systems II or Structural Collapse Specialist 2
 - CSFM Confined Space Awareness
 - CSFM Low Angle Rope Rescue Operational or CSFM Rope Rescue Awareness/ Operations
 - CSFM Trench Rescue Technician
- Completion of the following additional CSFM certifications:
 - CSFM Auto Extrication
 - CSFM Rope Rescue Technician
 - CSFM Firefighter Survival

Possession of all certifications, or its CSFM / FSTEP recognized equivalencies, listed above will be compensated on a monthly basis of \$250/mo

30.5 SPANISH LANGUAGE INCENTIVE

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 incentive pay as follows:

- Employees will receive pay of \$280/month, starting in January of the calendar year following successful completion of the proficiency test, for a period of 3 years.
- Bilingual incentive pay will not be part of the PERS reportable compensation.
- Eligibility for the bilingual incentive pay shall be determined by passing WFPD's appointed test. The appointed testing center will test oral and/or written

proficiency, respectively. To retain the incentive pay, 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.
- The Employer will have the ability to offer the test on up to 3 dates per year. Should an employee be unavailable for all testing dates or wishes to qualify for the bilingual incentive pay outside of the agreed-upon dates, the employee will be responsible for all associated costs.
- The Finance Manager will retain records of personnel who have successfully passed the proficiency test.

Section 31 - Drug and Alcohol Policy

The Employer and Union mutually agree to meet and confer for any alteration to Lexipol policy # 1427 (Drug and Alcohol Free Workplace)

Section 32 - Labor-Management Alliance (LMA)

32.0 LABOR-MANAGEMENT COLLABORATION

The District and the Union recognize the importance of maintaining open communication, cooperation, and joint problem-solving. This Article establishes standing processes and committees to support collaboration, promote employee well-being, improve safety, and ensure fairness in hiring and recruitment.

32.1 Labor Management Alliance (LMA)

The District and the Union agree to maintain a Labor Management Alliance in place of a standing committee.

32.1.1 Purpose

The Alliance provides a platform for the District and Union to discuss shared interests, including productivity, morale, and problem-solving. It serves as a place to exchange information regarding District operations and to collaboratively address issues. The Alliance is not a substitute for formal meet-and-confer obligations under the Meyers-Milias-Brown Act and shall not be used for collective bargaining, amending this Agreement, or addressing the grievance process.

32.1.2 Composition

The Alliance shall consist of the Fire Chief and/or Deputy Chief, together with Union representation that may include any combination of the District Vice President, the Stewart District Vice President, or Union shift shop stewards. Additional participants may attend by mutual agreement when relevant to specific agenda items.

32.1.3 Meetings

The Alliance shall meet quarterly, or more frequently if mutually agreed. Meetings promote communication, address concerns at the lowest level, and strengthen cooperative relationships. Either party may request additional meetings as needed. Meetings may be cancelled by mutual agreement.

32.1.4 Participation

No participant shall be penalized or advantaged for participating in the Alliance. Union officers and representatives shall not suffer loss of pay or time off for Alliance business conducted on duty. District Vice Presidents are eligible to use District vehicles to attend Alliance functions occurring outside of their regularly scheduled workdays.

32.2 Health and Wellness Committee

The District shall maintain a Health and Wellness Committee composed of representatives from Administration and members of the bargaining unit. The Committee shall:

- Review and address issues affecting employee health, wellness, and overall well-being.
- Provide a forum to share information on wellness initiatives, programs, and available resources.

Committee recommendations are advisory. Final authority for implementation remains with the District.

32.3 Safety Committee

The District shall maintain a Safety Committee composed of representatives from Administration and members of the bargaining unit. The Committee shall:

- Investigate and document unsafe acts, accidents, injuries, or related matters.
- Identify root causes and recommend corrective measures.
- Propose training, equipment, or policy changes to reduce risks and prevent recurrence.

Committee recommendations are advisory. Final authority for implementation remains with the District.

32.4 Hiring and Recruitment

The District shall ensure fairness, transparency, and collaboration in all hiring and recruitment for represented classifications. To support this:

- The District shall consult with Union representatives regarding the qualifications, attributes, and characteristics sought in candidates before each recruitment.
- The District shall consult with Union representatives on the design and structure of selection processes, including written exams, interviews, assessment centers, and practical evaluations.
- The Union's role is advisory, providing perspective and input on behalf of its members.
- Final authority for all hiring and appointment decisions rests solely with the District.

32.5 Preservation of Rights

Nothing in this Article shall limit, waive, or reduce the Union's statutory rights under the Meyers-Milias-Brown Act or other applicable laws.

Section 33 - Signatures

Dated:

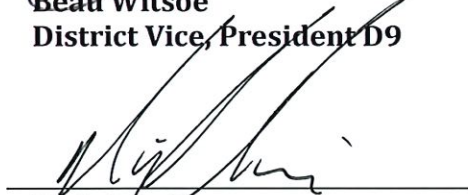
**San Mateo County Fire Firefighters
Local District 2400, District 9**



**Brandon Lima
District Vice, President D9**



**Beau Witsoe
District Vice, President D9**



**Nick Gracia
President, Local 2400**



**Nick Doyle
Secretary/Treasurer, Local 2400**

Woodside Fire Protection District



**Matt Miller
WFPD Board of Director**



**Randy Holthaus
WFPD Board of Director**



**John Foster
WFPD Board of Director**



**Tom Cuschieri
Fire Chief**

09-Sep-25						
	WOODSIDE FIRE PROTECTION DISTRICT					
	PAY RATES					
	JANUARY 1, 2026 TO December 31, 2026					
POSITION	MONTHLY	SEMI-MON	STR TME	OVR TME	HOLIDAY	FLSA
Captain Senior	\$17,191.43	\$8,595.71	\$70.84	\$106.27	\$1,031.49	\$239.10
Captain 3rd	\$16,772.13	\$8,386.06	\$69.12	\$103.67	\$1,006.33	\$233.27
Captain 2nd	\$16,498.70	\$8,249.35	\$67.99	\$101.98	\$989.92	\$229.46
Captain 1 st	\$16,212.06	\$8,106.03	\$66.81	\$100.21	\$972.72	\$225.48
Training Captain FF 3rd	\$18,449.34	\$9,224.67	\$106.44	\$159.66		
Training Captain FF 2nd	\$18,148.57	\$9,074.28	\$104.70	\$157.05		
Training Captain FF 1st	\$17,833.27	\$8,916.64	\$102.88	\$154.33		
Firefighter * Senior	\$13,899.51	\$6,949.75	\$57.28	\$85.92	\$833.97	\$193.31
Firefighter 5th	\$13,560.50	\$6,780.25	\$55.88	\$83.82	\$813.63	\$188.60
Firefighter 4th	\$12,921.88	\$6,460.94	\$53.25	\$79.87	\$775.31	\$179.72
Firefighter 3rd	\$12,434.00	\$6,217.00	\$51.24	\$76.86	\$746.04	\$172.93
Firefighter 2nd	\$11,759.94	\$5,879.97	\$48.46	\$72.69	\$705.60	\$163.56
Firefighter 1st	\$10,576.67	\$5,288.33	\$43.59	\$65.38	\$634.60	\$147.10
Captain Paramedic Senior	\$18,720.37	\$9,360.18	\$77.14	\$115.72	\$1,123.22	\$260.36
Captain Paramedic 3rd	\$18,263.78	\$9,131.89	\$75.26	\$112.89	\$1,095.83	\$254.01
Captain Paramedic 2nd	\$17,990.35	\$8,995.17	\$74.14	\$111.20	\$1,079.42	\$250.21
Captain Paramedic 1st	\$17,703.71	\$8,851.86	\$72.95	\$109.43	\$1,062.22	\$246.22
Training Captain PFF 3rd	\$20,090.15	\$10,045.08	\$115.90	\$173.86		
Training Captain PFF 2nd	\$19,789.38	\$9,894.69	\$114.17	\$171.25		
Training Captain PFF	\$19,474.09	\$9,737.04	\$112.35	\$168.53		
Paramedic Senior	\$15,428.45	\$7,714.22	\$63.58	\$95.37	\$925.71	\$214.58
Paramedic 5th	\$15,052.15	\$7,526.07	\$62.03	\$93.04	\$903.13	\$209.34
Paramedic 4th	\$14,413.53	\$7,206.76	\$59.40	\$89.09	\$864.81	\$200.46
Paramedic 3rd	\$13,925.65	\$6,962.83	\$57.39	\$86.08	\$835.54	\$193.68
Paramedic 2nd	\$13,251.59	\$6,625.79	\$54.61	\$81.91	\$795.10	\$184.30
Paramedic 1st	\$12,068.32	\$6,034.16	\$49.73	\$74.60	\$724.10	\$167.85
09-Sep-25						
	WOODSIDE FIRE PROTECTION DISTRICT					
	PAY RATES					
	JANUARY 1, 2026 TO December 31, 2026					
POSITION-Incoming	MONTHLY	SEMI-MON	STR TME	OVR TME	HOLIDAY	FLSA
Firefighter * Senior	\$13,899.51	\$6,949.75	\$57.28	\$85.92	\$833.97	\$193.31
Firefighter 5th	\$13,560.50	\$6,780.25	\$55.88	\$83.82	\$813.63	\$188.60
Firefighter 4th	\$12,327.73	\$6,163.87	\$50.80	\$76.20	\$739.66	\$171.45
Firefighter 3rd	\$11,660.78	\$5,830.39	\$48.05	\$72.08	\$699.65	\$162.18
Firefighter 2nd	\$11,105.50	\$5,552.75	\$45.76	\$68.65	\$666.33	\$154.45
Firefighter 1st	\$10,576.67	\$5,288.33	\$43.59	\$65.38	\$634.60	\$147.10
Paramedic Senior	\$15,428.45	\$7,714.22	\$63.58	\$95.37	\$925.71	\$214.58
Paramedic 5th	\$15,052.15	\$7,526.07	\$62.03	\$93.04	\$903.13	\$209.34
Paramedic 4th	\$13,819.38	\$6,909.69	\$56.95	\$85.42	\$829.16	\$192.20
Paramedic 3rd	\$13,152.43	\$6,576.22	\$54.20	\$81.30	\$789.15	\$182.92
Paramedic 2nd	\$12,597.15	\$6,298.58	\$51.91	\$77.87	\$755.83	\$175.20
Paramedic 1st	\$12,068.32	\$6,034.16	\$49.73	\$74.60	\$724.10	\$167.85
INCENTIVES	2026	2027	2028			
AA Degree	\$300.00	\$300.00	\$300.00			
BA Degree	\$600.00	\$600.00	\$600.00			
CSFM-Basic	\$250.00	\$250.00	\$250.00			
CSFM-Adv	\$375.00	\$375.00	\$375.00			
S/R	\$250.00	\$250.00	\$250.00			
A/O	\$125.00	\$125.00	\$125.00			
Spanish	\$280.00	\$280.00	\$280.00			
Uniform Allowance \$1,000						

09-Sep-25						
WOODSIDE FIRE PROTECTION DISTRICT						
PAY RATES						
JANUARY 1, 2027 TO December 31, 2027						
POSITION	MONTHLY	SEMI-MON	STR TME	OVR TME	HOLIDAY	FLSA
Captain Senior	\$18,051.83	\$9,025.92	\$74.39	\$111.58	\$1,083.11	\$251.06
Captain 3rd	\$17,611.55	\$8,805.77	\$72.58	\$108.86	\$1,056.69	\$244.94
Captain 2nd	\$17,323.97	\$8,661.98	\$71.39	\$107.08	\$1,039.44	\$240.94
Captain 1 st	\$17,022.67	\$8,511.33	\$70.15	\$105.22	\$1,021.36	\$236.75
Training Captain FF 3rd	\$19,372.70	\$9,686.35	\$111.77	\$167.65		
Training Captain FF 2nd	\$19,056.37	\$9,528.18	\$109.94	\$164.91		
Training Captain FF 1st	\$18,724.93	\$9,362.47	\$108.03	\$162.04		
Firefighter * Senior	\$14,594.48	\$7,297.24	\$60.14	\$90.21	\$875.67	\$202.98
Firefighter 5th	\$14,238.52	\$7,119.26	\$58.68	\$88.01	\$854.31	\$198.03
Firefighter 4th	\$13,567.97	\$6,783.99	\$55.91	\$83.87	\$814.08	\$188.70
Firefighter 3rd	\$13,055.70	\$6,527.85	\$53.80	\$80.70	\$783.34	\$181.58
Firefighter 2nd	\$12,347.93	\$6,173.97	\$50.88	\$76.33	\$740.88	\$171.73
Firefighter 1st	\$11,105.50	\$5,552.75	\$45.76	\$68.65	\$666.33	\$154.45
Captain Paramedic Senior	\$19,803.17	\$9,901.59	\$81.61	\$122.41	\$1,188.19	\$275.42
Captain Paramedic 3rd	\$19,320.17	\$9,660.08	\$79.62	\$119.42	\$1,159.21	\$268.70
Captain Paramedic 2nd	\$19,032.59	\$9,516.29	\$78.43	\$117.65	\$1,141.96	\$264.70
Captain Paramedic 1st	\$18,731.29	\$9,365.64	\$77.19	\$115.78	\$1,123.88	\$260.51
Training Captain PFF 3rd	\$21,252.18	\$10,626.09	\$122.61	\$183.91		
Training Captain PFF 2nd	\$20,935.85	\$10,467.92	\$120.78	\$181.18		
Training Captain PFF	\$20,604.42	\$10,302.21	\$118.87	\$178.31		
Paramedic Senior	\$16,345.82	\$8,172.91	\$67.36	\$101.04	\$980.75	\$227.34
Paramedic 5th	\$15,947.14	\$7,973.57	\$65.72	\$98.57	\$956.83	\$221.79
Paramedic 4th	\$15,276.59	\$7,638.30	\$62.95	\$94.43	\$916.60	\$212.47
Paramedic 3rd	\$14,764.32	\$7,382.16	\$60.84	\$91.26	\$885.86	\$205.34
Paramedic 2nd	\$14,056.55	\$7,028.28	\$57.93	\$86.89	\$843.39	\$195.50
Paramedic 1st	\$12,814.12	\$6,407.06	\$52.81	\$79.21	\$768.85	\$178.22
09-Sep-25						
WOODSIDE FIRE PROTECTION DISTRICT						
PAY RATES						
JANUARY 1, 2027 TO December 31, 2027						
POSITION-Incoming	MONTHLY	SEMI-MON	STR TME	OVR TME	HOLIDAY	FLSA
Firefighter * Senior	\$14,594.48	\$7,297.24	\$60.14	\$90.21	\$875.67	\$202.98
Firefighter 5th	\$14,238.52	\$7,119.26	\$58.68	\$88.01	\$854.31	\$198.03
Firefighter 4th	\$12,944.12	\$6,472.06	\$53.34	\$80.01	\$776.65	\$180.03
Firefighter 3rd	\$12,243.82	\$6,121.91	\$50.46	\$75.68	\$734.63	\$170.29
Firefighter 2nd	\$11,660.78	\$5,830.39	\$48.05	\$72.08	\$699.65	\$162.18
Firefighter 1st	\$11,105.50	\$5,552.75	\$45.76	\$68.65	\$666.33	\$154.45
Paramedic Senior	\$16,345.82	\$8,172.91	\$67.36	\$101.04	\$980.75	\$227.34
Paramedic 5th	\$15,947.14	\$7,973.57	\$65.72	\$98.57	\$956.83	\$221.79
Paramedic 4th	\$14,652.74	\$7,326.37	\$60.38	\$90.57	\$879.16	\$203.79
Paramedic 3rd	\$13,952.44	\$6,976.22	\$57.50	\$86.24	\$837.15	\$194.05
Paramedic 2nd	\$13,369.40	\$6,684.70	\$55.09	\$82.64	\$802.16	\$185.94
Paramedic 1st	\$12,814.12	\$6,407.06	\$52.81	\$79.21	\$768.85	\$178.22
INCENTIVES	2026	2027	2028			
AA Degree	\$300.00	\$300.00	\$300.00			
BA Degree	\$600.00	\$600.00	\$600.00			
CSFM-Basic	\$250.00	\$250.00	\$250.00			
CSFM-Adv	\$375.00	\$375.00	\$375.00			
S/R	\$250.00	\$250.00	\$250.00			
A/O	\$125.00	\$125.00	\$125.00			
Spanish	\$280.00	\$280.00	\$280.00			
Uniform Allowance \$1,000						

09-Sep-25						
	WOODSIDE FIRE PROTECTION DISTRICT					
	PAY RATES					
	JANUARY 1, 2028 TO December 31, 2028					
POSITION	MONTHLY	SEMI-MON	STR TME	OVR TME	HOLIDAY	FLSA
Captain Senior	\$19,060.80	\$9,530.40	\$78.55	\$117.82	\$1,143.65	\$265.10
Captain 3rd	\$18,595.90	\$9,297.95	\$76.63	\$114.95	\$1,115.75	\$258.63
Captain 2nd	\$18,231.28	\$9,115.64	\$75.13	\$112.69	\$1,093.88	\$253.56
Captain 1 st	\$17,873.80	\$8,936.90	\$73.66	\$110.48	\$1,072.43	\$248.59
Training Captain FF 3rd	\$20,455.49	\$10,227.75	\$118.01	\$177.02		
Training Captain FF 2nd	\$20,054.40	\$10,027.20	\$115.70	\$173.55		
Training Captain FF 1st	\$19,661.18	\$9,830.59	\$113.43	\$170.14		
Firefighter * Senior	\$15,324.21	\$7,662.10	\$63.15	\$94.72	\$919.45	\$213.13
Firefighter 5th	\$14,950.45	\$7,475.22	\$61.61	\$92.41	\$897.03	\$207.93
Firefighter 4th	\$14,246.37	\$7,123.18	\$58.71	\$88.06	\$854.78	\$198.14
Firefighter 3rd	\$13,708.49	\$6,854.24	\$56.49	\$84.74	\$822.51	\$190.66
Firefighter 2nd	\$12,965.33	\$6,482.67	\$53.43	\$80.14	\$777.92	\$180.32
Firefighter 1st	\$11,660.78	\$5,830.39	\$48.05	\$72.08	\$699.65	\$162.18
Captain Paramedic Senior	\$20,899.70	\$10,449.85	\$86.13	\$129.19	\$1,253.98	\$290.67
Captain Paramedic 3rd	\$20,389.95	\$10,194.98	\$84.02	\$126.04	\$1,223.40	\$283.58
Captain Paramedic 2nd	\$20,025.33	\$10,012.66	\$82.52	\$123.78	\$1,201.52	\$278.51
Captain Paramedic 1st	\$19,667.85	\$9,833.93	\$81.05	\$121.57	\$1,180.07	\$273.54
Training Captain PFF 3rd	\$22,428.95	\$11,214.47	\$129.40	\$194.10		
Training Captain PFF 2nd	\$22,027.86	\$11,013.93	\$127.08	\$190.63		
Training Captain PFF	\$21,634.64	\$10,817.32	\$124.82	\$187.22		
Paramedic Senior	\$17,163.11	\$8,581.55	\$70.73	\$106.09	\$1,029.79	\$238.70
Paramedic 5th	\$16,744.50	\$8,372.25	\$69.00	\$103.50	\$1,004.67	\$232.88
Paramedic 4th	\$16,040.42	\$8,020.21	\$66.10	\$99.15	\$962.43	\$223.09
Paramedic 3rd	\$15,502.54	\$7,751.27	\$63.88	\$95.83	\$930.15	\$215.61
Paramedic 2nd	\$14,759.38	\$7,379.69	\$60.82	\$91.23	\$885.56	\$205.27
Paramedic 1st	\$13,454.83	\$6,727.41	\$55.45	\$83.17	\$807.29	\$187.13
09-Sep-25						
	WOODSIDE FIRE PROTECTION DISTRICT					
	PAY RATES					
	JANUARY 1, 2028 TO December 31, 2028					
POSITION-Incoming	MONTHLY	SEMI-MON	STR TME	OVR TME	HOLIDAY	FLSA
Firefighter * Senior	\$15,324.21	\$7,662.10	\$63.15	\$94.72	\$919.45	\$213.13
Firefighter 5th	\$14,950.45	\$7,475.22	\$61.61	\$92.41	\$897.03	\$207.93
Firefighter 4th	\$13,591.32	\$6,795.66	\$56.01	\$84.01	\$815.48	\$189.03
Firefighter 3rd	\$12,856.01	\$6,428.00	\$52.98	\$79.47	\$771.36	\$178.80
Firefighter 2nd	\$12,243.81	\$6,121.91	\$50.46	\$75.68	\$734.63	\$170.29
Firefighter 1st	\$11,660.78	\$5,830.39	\$48.05	\$72.08	\$699.65	\$162.18
Paramedic Senior	\$17,163.11	\$8,581.55	\$70.73	\$106.09	\$1,029.79	\$238.70
Paramedic 5th	\$16,744.50	\$8,372.25	\$69.00	\$103.50	\$1,004.67	\$232.88
Paramedic 4th	\$15,385.37	\$7,692.69	\$63.40	\$95.10	\$923.12	\$213.98
Paramedic 3rd	\$14,650.06	\$7,325.03	\$60.37	\$90.56	\$879.00	\$203.75
Paramedic 2nd	\$14,037.86	\$7,018.93	\$57.85	\$86.77	\$842.27	\$195.24
Paramedic 1st	\$13,454.83	\$6,727.41	\$55.45	\$83.17	\$807.29	\$187.13
INCENTIVES	2026	2027	2028			
AA Degree	\$300.00	\$300.00	\$300.00			
BA Degree	\$600.00	\$600.00	\$600.00			
CSFM-Basic	\$250.00	\$250.00	\$250.00			
CSFM-Adv	\$375.00	\$375.00	\$375.00			
S/R	\$250.00	\$250.00	\$250.00			
A/O	\$125.00	\$125.00	\$125.00			
Spanish	\$280.00	\$280.00	\$280.00			
Uniform Allowance \$1,000						