

**Memorandum of Agreement
Between the
Santa Clara County Central Fire Protection District
And
IAFF Local 1165 – General Membership Unit (GMU)**

November 29, 2021 through November 09, 2025

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PREAMBLE

This Memorandum of Agreement, hereinafter referred to as the "Agreement," is by and between the Santa Clara County Central Fire Protection District also known as the Santa Clara County Fire Department, hereinafter referred to as the "Department," and the International Association of Firefighters, Local 1165, hereinafter referred to as the "Union."

The Agreement represents the results of the parties having met and conferred in good faith pursuant to Section 3505 of the Meyers-Milias-Brown Act.

SECTION 1 - RECOGNITION/UNION SECURITY

A. Recognition

The Department recognizes the Union as the authorized bargaining representative consisting of the following classifications:

Administrative Assistant I
Administrative Assistant II
Associate Fire Plans Examiner
Business Services Associate I
Business Services Associate II
Community Risk Specialist I
Community Risk Specialist II
Deputy Fire Marshal Trainee
Deputy Fire Marshal I
Deputy Fire Marshal II
Fire Captain
Firefighter
Firefighter/Engineer
Fire Mechanic I
Fire Mechanic II
Fire Plans Examiner
General Maintenance Craftworker
Hazardous Materials Inspector
Hazardous Materials Specialist
Information Systems Analyst I
Information Systems Analyst II
Information Systems Analyst III
Office Assistant
Program Specialist I
Program Specialist II
Senior Community Risk Specialist
Senior Deputy Fire Marshal
Senior Fire Mechanic
Senior Fire Plans Examiner
Senior Hazardous Materials Specialist
Senior Program Specialist
Supply Services Specialist
Supply Services Specialist I
Supply Services Specialist II

If any new position is created within the Department, representation status shall be determined in accordance with the Department Personnel Rules and Regulations.

The parties agree that retirement classification for new or existing classifications are solely determined by the California Public Employees Retirement System

(CalPERS). Any dispute relative to the designation of retirement classification must be made directly to CalPERS.

B. Union Security

1. Employees covered by this Agreement who have authorized Union dues deductions as of November 14, 2021 shall continue to have such deductions made by the Department during the term of this Agreement unless there is a work action (slowdown or stoppage) by the employees.
2. As allowed by law, the Department shall deduct from the employee's paychecks and transmit to the Union dues and amounts for any other service or program provided or sponsored by the Union.
3. Any employee who wants to terminate their authorization for Union dues or service fee deduction must contact the Union to do so.

The Union will notify the Department of any changes in membership status with regards to dues deduction for Its members. The Department shall make any changes following receipt of and in reliance upon the notification by the Union.

4. Union agrees to indemnify, defend and hold Department harmless from any and all claims, demands, suits, or any other action arising from the provisions of this section or from complying with any demand for termination or revocation hereunder, except for any claims arising because of negligence of the Department.
5. The Department will comply with all applicable laws regarding employee orientations and employee data.

SECTION 2 - UNION REPRESENTATIVES

A. Number of Union Representative in Negotiations

No more than five (5) Union representatives shall be present during negotiations. Upon request of the Union, this number may be increased by mutual agreement of the parties.

B. Union Incurred Expenses

In Contract Years 21-22, 22-23, 23-24, and 24-25, the Department shall credit the Union twenty thousand dollars (\$20,000) each contract year for expenses incurred by the Union to release its members from duty shifts to participate in Union activities as it pertains to activities involving member representation. Member representation includes items such as meet and confer, grievances, arbitration, etc. Member representation excludes items such as political activities, social events, and union sponsored events not directly related to union representation. In addition, for 40-hour employees, the Department shall credit the Union with forty-eight (48) hours of release time per year.

C. Honor Guard

The Department shall pay for travel and lodging expenses for employees volunteering for Honor Guard service. Back staffing for honor guard members shall be arranged by employees utilizing shift trades or union time off.

SECTION 3 - WAGES

A. Salary Adjustments

All covered classifications shall be granted wage increases as follows:

All represented employees

November 29, 2021 (Pay Period 21/25)	5.0%
November 14, 2022 (Pay Period 22/24)	3.0%
November 13, 2023 (Pay Period 23/24)	3.0%
November 11, 2024 (Pay Period 24/24)	2.5%

Effective on February 3, 2014, the Department provided approximately 1% general wage increase in exchange for the structural change made herein.

B. Overpayment Errors

When a net of five hundred dollars (\$500) or more overpayment(s) error occurs, the employee will repay the overpayment in the same amount and within the same number of pay periods in which the error occurred. Overpayment of less than five hundred dollars (\$500) will be repaid from the next paycheck.

In cases that necessitate payback of overpayments totaling more than one thousand dollars (\$1000), the employee may request a payment plan within two weeks of discovery which includes signing a promissory note or lien.

The Department will notify the Union and the employee ten (10) working days prior to implementing any repayment action.

C. Underpayment Errors

The Department shall cover shortage of pay errors after written notification of discrepancy is received by the Director of Business Services. Underpayments of five hundred dollars (\$500) or less will be reflected in the next paycheck. Underpayments of over five hundred dollars (\$500) will be issued within three (3) working days barring any unforeseen circumstances that may cause a delay.

SECTION 4 – OTHER COMPENSATIONS

A. Overtime

Authorized overtime worked by 56-hour employees (Fair Labor Standards Act [FLSA] Non-Exempt), including overtime resulting from constant staffing, shall be compensated at the rate of time and one-half (1.5) of the employee's FLSA regular rate of pay with a minimum of one (1) hour's pay.

Authorized overtime worked by hourly 40-hour (Fair Labor Standards Act Non-Exempt) employees shall be compensated either in cash payments for overtime worked or compensatory time in lieu of cash payments for overtime worked, with a maximum accrual of 24 hours of compensatory time off at any given time. Compensation is for actual time worked. Any balance remaining at the end of the calendar year shall be paid at the FLSA regular rate of pay for FLSA non-exempt employees.

40-hour Fire Prevention personnel who are assigned to fee-based work, such as inspections, shall be compensated at the rate of time and one-half (1.5) of the employee's FLSA Regular Rate of pay with a minimum of one (1) hour's pay where the following conditions are met: 1. The assigned work is requested by a customer, takes place outside of the employee's regular work schedule, and results in overtime for the workweek; and 2. The Department has billed the customer for a one (1) hour minimum for the work to be performed.

When qualified 40-hour FLSA non-exempt employees are assigned constant staffing, they shall be compensated at the rate of time and one-half (1.5) the FLSA regular rate of pay in effect for the classification in which the overtime is worked.

All fire personnel covered under this MOA who are working in FLSA non-exempt positions during their normal work schedule shall be paid one and one-half times their FLSA regular rate of pay for all hours that are subject to the FLSA overtime-payment requirements. This FLSA-payment revision codifies the Department's labor policy, which has been effective since at least January 1, 2011.

Where overtime worked is required, overtime pay will be determined and compensated in increments of six (6) minutes.

This provision does not apply to FLSA-exempt employees represented by the General Membership Unit.

B. Call-Back

Mandatory and non-mandatory call-back for 56-hour employees as outlined in Policy, if worked beyond regular scheduled shifts, shall be compensated at the rate of time and one-half (1.5) of the employee's FLSA regular rate of pay with a minimum of two (2) hours' pay.

Authorized non-mandatory call-back worked beyond regular work hours for FLSA non-exempt employees shall be compensated at the rate of time and one-half (1.5) of employee's FLSA regular rate of pay with a minimum of two (2) hours' pay for the classifications of Fire Mechanic I, Fire Mechanic II, Information Systems Analyst I, Information Systems Analyst II, Information Systems Analyst III, Senior Fire Mechanic, Supply Services Specialist I, Supply Services Specialist II, Supply Services Specialist, and General Maintenance Craftworker.

C. On-Call

Assigned on-call duty for Fire Investigators and Safety Officers shall be compensated at the rate of one hundred twenty-five dollars (\$125) for short-shift and one hundred seventy-five dollars (\$175) for long-shift.

D. Wellness Program

Medical exams and fitness evaluation elements of the program, at the discretion of management, may be completed off duty by shift employee. Compensation for time required for medical exam and fitness evaluation will be at time and one-half (1.5) the employee's FLSA regular rate of pay, if beyond regular work hours for FLSA non-exempt employees. Employees shall not be compensated for attending off duty medical appointments that are not required by the Department.

E. Holiday Pay

1. The Department shall observe the following holidays:

New Year's Day
Martin Luther King, Jr. Day (Third Monday in January)
Lincoln's Birthday (Floating Holiday for 40-hour employees)
Washington's Birthday (Third Monday in February)
Cesar Chavez Day (Observed on March 31)
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous Peoples' Day (Floating Holiday for 40-hour employees)
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

40-hour employees or 56-hour employees on special assignment and assigned to a 40-hour work week, will receive two (2) floating holidays each fiscal year (Indigenous Peoples' Day and Lincoln's Birthday), which will be lost if not used before the end of the fiscal year in which they are received. However, during a new employee's first year of employment, employees hired between July 1st and December 31st will receive two (2) floating

holidays, but employees hired between January 1st and June 30th will receive one (1) floating holiday. The first-year floating holidays will also be lost if not used before the end of the fiscal year in which they are received. For 56-hour employees, upon return to 56-hour duty, the floating holidays no longer apply and if not used are lost.

Employees must obtain management approval prior to taking their floating holiday.

2. All 56-hour employees in the classifications of Fire Captain, Firefighter/Engineer, and Firefighter shall receive holiday in lieu pay (special compensation) of five point four one seven percent (5.417%) of base pay plus applicable differentials each biweekly pay period.
3. Those employees described in paragraph 2 who are assigned to work a holiday in accordance with Policy 338 - Vacations and do not work that holiday due to sick leave or unauthorized leave usage shall not be entitled to holiday in lieu pay for the pay period in which the holiday (assigned but not worked) falls. The holiday in lieu pay shall be the full and complete compensation for holiday work.
4. All employees in FLSA non-exempt positions working a 40-hour schedule who are required to work on a designated holiday, shall be compensated for all hours actually worked at double time, in addition to their normal holiday pay. The determination of the holiday is according to paragraph 1.

F. Work-Out-of-Classification

Both parties agree when an employee is temporarily assigned work-out-of-classification as a substitution for an employee temporarily absent because of injury, sickness, vacation or other leaves; or in order to remedy a temporary emergency situation, employees with higher-class assignments shall be compensated at a rate equivalent to a ten percent (10%) increase of the employee's base salary. Any differentials that are paid to the employee in their home position shall continue to be paid based on the base pay rate of the home position.

G. Hazardous Materials/Urban Search and Rescue Team (AKA "Special Operations Task Force")

1. Suppression employees regularly assigned to the Special Operations Task Force will be compensated as follows and per Policy:

Captain - 1st year - 3% of the incumbent's base pay without holiday in-lieu.

Captain - After 1st year - 5% of the incumbent's base pay without holiday in-lieu.

FF/E - 1st year - 3% of the incumbent's base pay without holiday in-lieu.

FF/E - After 1st year - 5% of the incumbent's base pay without holiday in-lieu.

The differential will cease when the employee is no longer assigned to the Special Operations Task Force for a pay period and longer.

2. Personnel seeking assignment to the Special Operations Program should obtain minimum qualifications and certifications prior to assignment.
 - Personnel currently on the Special Operations Task Force (SOTF), either assigned to a permanent position or in the SOTF relief pool, will be given preference when bidding a SOTF position. Order of selection will be as follows: SOTF members by seniority; followed by members meeting minimum qualifications for the SOTF by seniority; followed by members not meeting minimum qualifications for the SOTF by seniority. Qualifications for the SOTF are identified in Policy.
 - Special Operations positions require a three-year commitment in the program.
 - Differentials will begin on assignment.
 - Please refer to Policy 1036 and IAFF Local 1165 - General Membership Unit (GMU) MOU section 4.G.

H. Paramedic Assignment Differential

A Firefighter or Firefighter/Engineer regularly assigned to perform paramedic duty will be compensated as follows:

FF or FF/E - 1st year - 7.5% of the incumbent's base pay without holiday in-lieu.

FF or FF/E - After 1st year - 10% of the incumbent's base pay without holiday in-lieu.

The differential will cease when the employee is no longer assigned to paramedic duty for a pay period and longer.

If a Fire Captain is temporarily assigned to paramedic duty to cover the absence of a Paramedic, the Fire Captain will receive 10% of the Fire Captain's base pay, without holiday in lieu as the paramedic assignment differential for all hours so assigned.

Should a Firefighter or Firefighter/Engineer assigned to paramedic duty relinquish such assignment or be removed, and then returns to such duty, the employee will be paid at the first rate of the paramedic assignment differential. An unforeseen injury or illness that results in an industrial or non-industrial leave is not considered a removal or relinquishment of paramedic duty.

A Firefighter or Firefighter/Engineer assigned to paramedic duty must maintain their paramedic certification for a minimum of five years from date of hire. A Firefighter or Firefighter/Engineer assigned to paramedic duties who wishes to

relinquish their paramedic assignment must submit a request in writing to the Deputy Chief of Operations through the EMS Coordinator. If it is determined that the request would cause the Department paramedic numbers to drop below minimum staffing for that job duty, or if there are other extenuating circumstances as determined by the Department, the Deputy Chief of Operations may deny any requests to relinquish paramedic assignments.

I. Maintenance of License and Accreditation

The Department will pay sixty-five dollars (\$65) per pay period for a Fire Captain who maintains the EMT-P license and Santa Clara County accreditation.

Payment for maintaining the EMT-P license and Santa Clara County accreditation will commence at the time that the employee becomes accredited to practice in Santa Clara County. Such payment shall cease at the time the employee is no longer accredited to practice in Santa Clara County.

Employees are required to maintain all licenses and certifications as specified in the job description for their classification. Should an employee fail to maintain a required license or certification, the Department shall have the right to place the employee on Leave Without Pay (LWOP) and not allow the employee to work until such time as they can obtain and provide the Department with proof of a valid license or certification. If an employee fails to obtain the required license or certification within a reasonable period of time, the Department shall have the right to proceed with disciplinary action, up to and including termination of employment.

J. Special Assignment Differential

When a Fire Captain, Firefighter/Engineer, or Firefighter is assigned to a Fire Chief designated special assignment working a forty (40) hour work schedule, excluding temporary modified duty (light duty) assignments, the Department agrees to pay the employees base wages plus a special assignment differential of fifteen percent (15%). The special assignment differential shall become effective the first day of the pay period inclusive of the employee's start date in the assignment (maintenance of suppression qualifications required).

The Department will only pay the above differential when the rank of Firefighter, Firefighter/Engineer, or Fire Captain is made a requirement of the assignment.

The Department shall request volunteers for special assignment opportunities. However, in the event that there are no volunteers or there is not a suitable volunteer for a particular special assignment, the Fire Chief or designee will select an individual for the assignment. Such selections will be made based on seniority as described below.

For Firefighter/Engineer special assignments, the lowest seniority Firefighter/Engineer who has passed probation shall be selected for the assignment, unless there are extenuating circumstances preventing that individual from being placed

in the assignment. Should such extenuating circumstances exist, the next lowest seniority Firefighter/Engineer who has passed probation shall be selected.

For Fire Captain special assignments, the lowest seniority Fire Captain who has passed probation shall be selected for the assignment, unless there are extenuating circumstances preventing that individual from being placed in the assignment. Should such extenuating circumstances exist, the next lowest seniority Fire Captain who has passed probation shall be selected.

The Fire Chief or designee shall have the ability to select an individual for assignment regardless of seniority in special circumstances.

K. Hazardous Materials Coordinator, Technical Rescue Coordinator, & All Hazards Fire Coordinator Differential

The Appointing Authority or their designee may appoint one Fire Captain to be the Hazardous Materials Coordinator (lead worker) and/or one Fire Captain to be the Technical Rescue Coordinator (lead worker), and/or one All Hazards Fire Coordinator (lead worker). The Hazardous Materials Coordinator, the Technical Rescue Coordinator and the All Hazards Fire Coordinator will receive a 2% differential paid on the employee's base wage, in addition to the special assignment differential. The Hazardous Materials Coordinator, the Technical Rescue Coordinator and the All Hazards Fire Coordinator are responsible for program management.

The differential will cease when the employee is no longer assigned as the Hazardous Materials Coordinator, Technical Rescue Coordinator or All Hazards Fire Coordinator for a pay period or longer.

L. Enhanced Language Services

The Department has the right to determine languages other than English for which it will provide Enhanced Language Services. As part of providing Enhanced Language Services, the Department has the discretion to determine:

1. Which services qualify as Enhanced Language Services, which may include but are not limited to translation (both oral and written), document review, and audio/video presentations and recordings;
2. The number of people needed to provide Enhanced Language Services; and
3. Which employees will provide Enhanced Language Services.

To provide Enhanced Language Services, employees must pass a Department selected language fluency certification process every three years and maintain their fluency.

Employees selected by the Department to perform Enhanced Language Services will receive \$100 per pay period starting with the first full pay period after their

selection and ending when the Department determines that the employee will no longer be performing Enhanced Language Services.

SECTION 5 - RETIREMENT PLANS

A. PERS Retirement

Classic safety employees shall refer to those employees who are eligible for and are placed in the 3% at 50 retirement tier. Public Employee Pension Reform Act (PEPRA) safety employees shall refer to those employees who are eligible for and are placed in the 2.7% at 57 retirement tier. Classic miscellaneous employees shall refer to those employees who are eligible for and are placed in the 2.7% at 55 retirement tier. Public Employee Pension Reform Act (PEPRA) miscellaneous employees shall refer to those employees who are eligible for and are placed in the 2% at 62 retirement tier.

The Department agrees to provide Classic Safety employees with the 3% at 50 Retirement Plan and provide Classic Miscellaneous employees with the PERS 2.7% at 55 Retirement Plan. In addition, the Department agrees to provide employees these options, dependent upon their status as either Classic or PEPRA: One-half survivor continuance; highest single-year compensation; sick leave credit; and military service credit.

Classic employees shall pay their respective member PERS contribution (9% for Safety and 8% for Miscellaneous) on a tax deferred basis, subject to the provisions of Internal Revenue Code 414(h)(2). The Department shall pay the employer PERS contribution.

The Department agrees to provide 1959 Survivor Benefit (Level III) for both Safety and Miscellaneous employees. Employees will pay their share of the 1959 Survivor Benefit (Level III) as prescribed by PERS unless it is determined to be inconsistent with PEPRA of 2013 or other provisions of the Public Employment Retirement Law.

Effective upon ratification of this agreement, classic safety employees will contribute an ongoing one percent (1%) of salary to the employer required contribution to PERS if the estimated Total Employer contribution percentage of projected payroll (ARC) goes above fifty-five percent (55%) of "PERSable" compensation.

Effective upon ratification of this agreement, classic miscellaneous employees will contribute an ongoing one percent (1%) of salary to the employer required contribution to PERS if the estimated Total Employer contribution percentage of projected payroll (ARC) goes above forty-three percent (43%) of "PERSable" compensation

B. Pre-Retirement Optional Settlement 2

The Department will implement the PERS Pre-Retirement Optional Settlement 2 Death Benefit per Section 21548.

The surviving spouse of a member who has attained the minimum age for voluntary service retirement applicable to the member in their last employment preceding death, and who is eligible to receive an allowance pursuant to Section 21546, shall instead receive an allowance that is equal to the amount that the member would have received if the member had been retired from service on the date of death and had elected optional settlement 2 and Section 21459 of the California Public Employees' Retirement law.

C. Public Employee Pension Reform Act (PEPRA) of 2013

Pursuant to PEPRA, effective January 1, 2013, each PEPRA employee shall pay half of the normal cost to the PERS cost share employee contribution. The normal cost shall be determined by the CalPERS actuarial report. The normal cost shall be adjusted pursuant to PEPRA.

D. Labor Code Section 4850 Benefits

The Department shall provide eligible employees up to one year of Labor Code Section 4850 benefits at the base rate of pay that includes all differential pay, excluding uniform allowance. This year of benefits shall be payable only in the labor disabling claim, less credit for 4850 benefits previously paid, for a cumulative payment of benefits not to exceed one year. If multiple injuries result in the involuntary retirement, the benefits shall be paid in connection with the single claim resulting in the highest level of disability. Upon receipt of medical determination that an employee is precluded from returning to work, said employee shall file an application for a PERS Industrial Disability Retirement within 15 days. The employee shall cooperate fully and work with the Department to select an effective date of retirement.

SECTION 6 - GROUP INSURANCES AND BENEFITS

A. Life Insurance

The Department shall pay the cost of maintaining a life insurance policy in the amount of forty thousand dollars (\$40,000) for all active employees.

B. Medical Benefits

The Department shall provide and pay the full cost of the Kaiser Health Plan and Drug Plan or an alternate health plan or plans for all active employees and dependents.

Married couples and registered domestic partners who are both District employees shall be eligible for coverage under one medical plan only with the District.

C. Dental Benefits

The dental coverage for employees and dependents will be under the Dental Plan provided to employees of Santa Clara County. If, during the term of this Agreement, the Department offers a self-funded plan, such dental plan shall provide at least the same or comparable level of coverage as the current Santa Clara County dental plans then in effect.

D. Long-Term Disability Insurance

The Department shall pay up to a maximum of fifty-five dollars (\$55) per month per employee towards a long-term disability plan for each employee.

Employees are totally responsible for any reporting of and payment of taxes which might be resulting from such a program.

The long-term disability plan provided to employees shall be selected by the Union. The Union agrees to allow all Department employees who qualify for participation to elect to participate at their own expense.

The Union agrees to indemnify, defend, and hold harmless the Department, its officers, agents, and employees from all claims demands, liabilities, damages, attorney fees and costs of suits arising out of the services provided under the long-term disability plan.

The Agreement does not provide nor shall it be interpreted to provide that the Union is an administrator or fiduciary within the meaning of applicable trust law, for the purpose of providing benefits or services under the long-term disability plan.

E. Optical Care Benefits

The Department will provide eye care benefits by enrolling in the County of Santa Clara Vision Service Plan for families. Such plan will be effective beginning December 1, 2008. If, during the term of this Agreement, the Department offers a self-funded plan, such vision plan shall provide at least the same or comparable level of coverage as the current Santa Clara County vision plans then in effect.

F. Retiree Life Insurance

The Department shall provide employees who retire under disability retirement or under normal service retirement with six thousand five hundred dollars (\$6,500) life insurance coverage at Department expense. "Normal Service Retirement" is intended to mean retirement at age fifty (50) or over for Classic Safety employees at age fifty-five (55) or over for Classic Miscellaneous employees, at age fifty-seven (57) or over for PEPRA Safety employees and at age sixty-two (62) or over for PEPRA Miscellaneous employees. Coverage will terminate at age 65.

G. Retiree Health Benefits

For employees retiring on or before January 1, 1978 under disability or normal service retirements as defined above, the Department shall provide and pay for retiree and dependent coverage under the current Department health plans.

For employees retiring after January 1, 1978 under disability or normal service retirement the Department shall provide and pay for medical coverage for the retiree only. Retiree dependent coverage will be paid by the retiree at the group rate to the extent the Department does not incur any premium cost.

For employees hired after December 31, 1994 and who retire under non-service disability or normal service retirement and who have completed seven (7) years of service, the Department shall pay for medical coverage for retiree only. For employees who retire under service disability retirement, the Department shall provide and pay for medical coverage for the retiree only. Retiree dependent coverage will be paid by the retiree at the group rate to the extent the Department does not incur any premium cost.

For employees hired after December 31, 2006 and who retire under non-service disability or normal service retirement and who have completed ten (10) years of service, the Department shall pay for medical coverage for retiree only. For employees who retire under service disability retirement, the Department shall provide and pay for medical coverage for the retiree only. Retiree dependent coverage will be paid by the retiree at the group rate to the extent the Department does not incur any premium cost.

An employee who separates from the Department and who is then rehired within one (1) year of their separation date shall retain their years of service toward the vesting requirements for retiree health benefits. An employee who separates from

the Department and who is then rehired more than one (1) year after their separation shall have their vesting period for retiree medical benefits reset and will not receive credit for any prior service.

To receive retiree health benefits, retirees and their dependents must comply with all the requirements of the Department's health plan(s). The Department does not reimburse retirees for Medicare expenses or contributions.

H. Employee Contribution Toward Retiree Medical Obligation Unfunded Liability

Effective on the pay period beginning February 3, 2014, all employees shall make contributions to the Department's California Employers Retiree Benefit Trust (CERBT). The contributions shall be as follows:

Effective February 3, 2014, employees began contributing an amount equivalent to 1.0% of the annual base wage, which shall continue; that amount shall be divided by 26 pay periods and paid each pay period.

Effective November 13, 2023, employees shall contribute an amount equivalent to an additional 1.0% of the annual base wage (resulting in a total contribution of 2.0% of the annual base wage); that amount shall be divided by 26 pay periods and paid each pay period.

Effective November 11, 2024, employees shall contribute an amount equivalent to an additional .5% of the annual base wage (resulting in a total contribution of 2.5% of the annual base wage); that amount shall be divided by 26 pay periods and paid each pay period.

Such contributions are to be made on a pre-tax basis and employees shall have no vested right to the contributions made by the employees. Such contributions shall be separate from and in addition to the Department's annual Actuarially Determined Contribution (ADC) as determined by the annual actuarial valuation.

The Department receives an annual actuarial valuation under GASB 75 that provides the Department's Total OPEB Liability (TOL), the Net OPEB Liability (NOL), and ADC. If the annual actuarial valuation determines that there is no NOL, employees shall cease contributing to CERBT effective in the first full pay period of the fiscal year to which the annual actuarial valuation applies. If a subsequent annual actuarial valuation determines that there is a positive NOL, then employees shall resume CERBT contributions of 2.5% of the annual base wage effective in the first full pay period of the fiscal year to which the annual actuarial valuation applies.

SECTION 7 - SICK LEAVE

A. Accrual Rates

Sick leave shall be accrued at the rate of 5.6 hours per pay period. Shift employees shall be charged at the rate of sixteen (16) per twenty-four (24) hour shift. 40-hour employees shall be charged on an hour-for-hour basis.

Unused sick leave may be accrued without limitation. All sick leave must be approved by the Department.

B. Sick Leave for Medical Appointments

Each calendar year, all 40-hour employees shall be allowed to use a maximum of ten (10) hours of sick leave for medical appointments. Sick leave will be taken in six (6) minute increments.

C. Sick Leave Payoff

1. Industrial Disability Retirement

In view of the court decisions rendered on the issue of sick leave payoff for employees retiring under industrial disability and of subsequent negotiations between the parties on this matter, it is agreed that the provisions set forth below shall serve as the final and full disposition of this matter.

For employees retiring under an industrial disability retirement, the following provisions shall apply:

- a. Employees retiring under industrial disability prior to attaining the minimum retirement age shall be entitled to exhaust twenty percent (20%) of their unused sick leave or accept cash payment of fifty percent (50%) of their unused sick leave computed on their 40-hour base salary.
- b. Employees retiring under industrial disability upon or after attaining the minimum retirement age shall have their unused sick leave added to their service years. (Two thousand (2,000) hours of sick leave equals one (1) year of service for 56-hour and 40-hour employees.) Employees who cannot receive any service years from PERS sick leave credit shall be entitled to a cash payment of fifty percent (50%) of their unused sick leave computed on their 40-hour base salary.

2. Other Sick Leave Payoffs

It is further agreed that the following provisions shall govern all other forms of sick leave payoffs:

- a. **Death or Resignation:** An employee with ten (10) or more years of service who resigns in good standing or dies shall be paid fifty percent (50%) of their unused sick leave computed on their 40-hour base salary.
- b. **Ordinary Disability Retirement:** An employee who retires due to a disability which is not service connected prior to attaining the minimum retirement age shall be entitled to exhaust up to a maximum of one (1) year of their unused sick leave or accept cash payment of fifty percent (50%) of their unused sick leave computed on their 40-hour base salary.

An employee retiring under such a disability upon or after attaining the minimum retirement age shall have their unused sick leave added to their service years. (Two thousand (2,000) hours of sick leave equals one (1) year of service for 56-hour and 40-hour employees.) Employees who cannot receive any service years from the PERS sick leave credit shall be entitled to a cash payment of fifty percent (50%) of their unused sick leave computed on their 40-hour base salary.

- c. **Service Retirement (Other than Disability):** An employee who retires prior to attaining the normal retirement age shall be entitled to exhaust 20% twenty percent of their unused sick leave or accept payment of fifty percent (50%) of their unused sick leave computed on their 40-hour base salary.

An employee retiring upon or after attaining the normal retirement age shall have their unused sick leave added to their service years. (Two thousand (2,000) hours of sick leave equals one (1) year of service for 56-hour and 40-hour employees.) Employees who cannot receive any service years from the PERS sick leave credit shall be entitled to a cash payment of fifty percent (50%) of their unused sick leave computed on their 40-hour base salary.

SECTION 8 - LEAVES

A. Personal Leave

On July 1st of each fiscal year of this Agreement, all employees regularly assigned to a 40-hour work schedule shall be credited with sixteen (16) hours personal leave which must be used during the fiscal year or it will be forfeited.

In addition, all employees regularly assigned to a 40-hour work schedule shall, in each fiscal year of the Agreement, have the option of converting increments of ten (10) hours of sick leave up to a total of fifty (50) hours of sick leave into a total of twenty-five (25) hours of personal leave which must be used on or before June 30 of each fiscal year. Said option must be made, in writing, no less than one month prior to the start date of the new fiscal year or the option is revoked. If the conversion is exercised, eight (8) hours of said personal leave may be cashed out each fiscal year.

These benefits will be prorated for employees assigned or hired on to a 40-hour schedule after the effective dates listed above. Unused hours will not be rolled over to the next year.

Employees regularly assigned to the 56-hour schedule, shall, for each fiscal year of the Agreement, have the option of converting increments of twenty-four (24) hours of sick leave up to a total of thirty-six (36) hours of sick leave into a total of twenty-four (24) hours of personal leave which must be used on or before June 30 of each fiscal year. Said options must be made, in writing, no less than one month prior to the start date of the new fiscal year or the option is revoked.

Personal leave may not be used on recognized holidays. Request for approval shall be submitted forty-eight (48) hours in advance. Battalion Chiefs may grant approval in cases where unusual circumstances do not permit forty-eight (48) hours prior notification. All requests must be submitted through the employee's Battalion Chief for approval.

If the conversion is exercised, twelve (12) hours of said personal leave may be cashed out each fiscal year. Unused hours will not be rolled over to the next year.

Personal leave may be used by the employee for any lawful purpose he/she desires; provided that such leave must be scheduled in advance and receive prior management approval. For 40-hour employees, personal leave time may be taken in six (6) minute increments. For 56-hour employees, personal leave time must be taken in 12-hour increments.

B. Bereavement Leave

Leaves of absence with pay shall be granted to employees in order that they may discharge the customary obligations arising from the death of a member of their immediate family. "Immediate family" shall mean an employee's child, adopted, or stepchild, spouse, domestic partner, father, mother, or stepparents,

grandparents and grandchildren, brother, sister, or any of the above related to the spouse or domestic partner.

For 40-hour employees, 40 hours of leave will be granted and will not be charged to any leave bank. For 56-hour employees, two (2) 24-hour shifts will be granted and will not be charged to any leave bank. Additional leave with or without pay may be granted with the approval of the Fire Chief and charged to the employee's leave banks if available.

C. Vacation Accrual

Vacation accrual will be determined per current Personnel Rules and Regulations Section 110.

D. Industrial Disability Leave

Any employee in the job classification of Senior Hazardous Materials Specialist, or Hazardous Materials Specialist who is employed on a regular, full-time basis, and is disabled, whether temporarily or permanently, by injury or illness arising out of an in the course of on-scene fire investigation duties shall become entitled, regardless of their period of service with the Department, to a leave of absence while so disabled without loss of salary in lieu of temporary disability payments, if any, that would be payable, for the period of the disability, but not exceeding one year, or until that earlier date as they are retired on permanent disability pension, and are actually receiving disability pension payments, or advanced disability pension payments. The Department shall pay this contractual benefit, which shall be subject to all applicable withholdings.

Any employee eligible for the benefits contained in Labor Code 4850, et seq. or for any benefit payable as a result of disability, insured or otherwise, under a plan sponsored or offered by the Department or a payroll practice of the Department, shall not be eligible for this contractual benefit (i.e., this contractual benefit and Labor Code 4850 or any other Department plan or payroll practice are mutually exclusive, and an employee shall not receive paid leave pursuant to this contractual benefit and pursuant to Labor Code 4850 or any other Department plan or payroll practice). In no event shall the employees listed above be eligible to benefits exceeding those available to firefighters under Labor Code 4850.

Benefits payable or paid for a disability to an employee from the Department pursuant to this section shall be reduced to offset against any other payment made or available to such employee and as a result of the same disability from a plan sponsored or offered by the District, insured or otherwise (including any retroactive disability retirement plan benefit whose effective date is on or after the date of disability for which a benefit is payable to the employee under this section), or a payroll practice of the Department. Such benefit payment shall be considered an overpayment for which the Department has the right to seek recoupment in any manner the Department deems appropriate, including but not limited to offsetting against any other benefit from the Department or from any compensation payable to the employee by the Department.

Any employee in the job classification of Senior Hazardous Materials Specialist, or Hazardous Materials Specialist who is employed on a regular, full-time basis shall be entitled to the same presumption under Labor Code 3212, et seq. that are available to firefighters to whom Labor Code 3212, et seq. applies. In no event shall the employees listed above be eligible for benefits exceeding those available to firefighters under Labor Code 3212.

If a qualifying injury results in a medical determination that precludes an employee in one of the above-identified classifications from returning to work due to permanent work restrictions, the employee shall file an application for either a PERS Industrial Disability Retirement or Disability Retirement, as applicable, within 15 days. The employee shall cooperate fully and work with the Department to select an effective retirement date.

SECTION 9 - TEMPORARY MODIFIED DUTY

The Department acknowledges the value of returning sick or injured employees to some kind of useful work as soon as possible. The goal of the Temporary Modified Duty is to provide work to Department employees who have suffered injuries or illnesses that temporarily limit their ability to perform their regular job. The Chief of the Department or designee shall have the authority to assign employees who are on sick or industrial leave and have been released by their treating physician or the Department's doctor as appropriate, to light duty to participate in the Department's Temporary Modified Duty program. Such duty will be based on the employee's medical restrictions and the Department's operational needs. An employee who fails to notify their supervisor that he or she has been medically cleared to light duty to perform temporary modified work or declines an offer of temporary modified work will forfeit their Temporary Disability benefits; will be precluded from using their sick leave and may be placed on unpaid time off until the employee is eligible to return to full duty.

Employees assigned to a 56-hour work schedule who are medically released to participate in temporary modified duty shall be placed on a 40-hour work schedule and may report to such duty when required.

Temporary Modified Duty may continue until the employee is given a full and complete release by the employee's treating physician to resume their regular job assignment. In the event of a disagreement regarding the release, the Department reserves the right to select another physician to evaluate the employee's medical condition. In the event that the Department's physician and the employee's treating physician disagree, a third physician will be mutually agreed upon to break the tie.

In regards to a work-related injury, once the employee's injury or illness is determined by the Department's Worker's Compensation Administrator to be permanent and stationary, an evaluation will be made regarding retirement.

Compensation for Temporary Modified Duty will be paid at the rate commensurate to the rank held, based on a 40-hour work-week.

SECTION 10 - UNIFORMS AND EQUIPMENT

A. Uniform Maintenance Allowance

The Department shall provide, as needed, and maintain the applicable uniform for uniformed employees. The annual uniform allowance shall be two hundred and fifty dollars (\$250) for all suppression uniformed employees and one hundred and fifty dollars (\$150) for all non-suppression uniformed employees.

The Department agrees to purchase the Class A uniform at the conclusion of the probationary period for uniformed employees.

B. Tool and Equipment Maintenance Allowance

An annual tool and equipment maintenance allowance of one thousand one hundred dollars (\$1,100) shall also be provided to the classes of Senior Fire Mechanic, Fire Mechanic II, Fire Mechanic I and one thousand dollars (\$1,000) to the General Maintenance Craftworker.

SECTION 11 - EDUCATION & CAREER DEVELOPMENT

The Department will reimburse employees for education and career development expenses and shall establish a yearly educational and career development reimbursement fund of one hundred thousand dollars (\$100,000).

Education and career development reimbursement shall not exceed two thousand eight hundred dollars (\$2,800) per employee per fiscal year for classes successfully completed at an accredited college or university or meeting career goals through seminars, workshops and lectures, etc. No more than seven hundred fifty (\$750) dollars can go towards travel and/or lodging per year, except for special circumstances, as determined with pre-approval by the Deputy Chief of Training.

Employees working toward a bachelor's degree through an accredited college or university may be reimbursed for an additional \$1,400 (\$2,800 + \$1,400) per fiscal year. Employees must show proof that registered courses are applicable to their chosen degree program.

Employees working toward a master's degree through an accredited college or university may be reimbursed for an additional \$2,400 (\$2,800 + \$2,400) per fiscal year. Employees must show proof that registered courses are applicable to their chosen degree program.

Said funds shall be available to all employees represented by the Union. The intent of this funding is to assist employees in meeting their career goals through formal education or meeting career goals, through seminars, workshops and lectures, etc.

SECTION 12 - GRIEVANCE PROCEDURE

A. Grievance Defined

A grievance shall be any dispute concerning the interpretation, application, or compliance with the Memorandum of Agreement, Department Rule, Department Written Policy, Department Regulation or the Meyers-Milias-Brown Act.

Items excluded from the grievance procedure are:

1. Disciplinary actions taken under Section 112 of Santa Clara County Fire Department: Rules & Regulations;
2. Probationary Releases;
3. Position Classification;
4. Examination procedure pursuant to Section 106, 107 & 108 of Santa Clara County Fire Department: Rules & Regulations;
5. Items requiring capital expenditures;
6. Items within the scope of representation and subject to the meet & confer process.

B. Procedure

The parties recognize that early settlement of grievances is essential to sound employer/employee relations and to the uninterrupted continuation of service to the community. Therefore, it is agreed that during the term of this Agreement, grievances shall be resolved in the manner set forth herein.

Time limits may be extended or waived only by written agreement of the parties. If either party fails to comply with the grievance time limits as set forth in Steps 3 and 4, the grievance shall be moved to the next step.

The Department shall not be required to reconsider a grievance previously settled with an employee or closed by the parties.

Step 1 An employee who believes he or she has a grievance shall promptly discuss the matter with their immediate supervisor.

Step 2 If resolution is not possible under Step 1, within fifteen (15) calendar days of the occurrence or discovery of the alleged grievance, the Union or the aggrieved shall state the grievance in writing prior to scheduling a meeting with the first level manager of the battalion or the division to which the aggrieved is assigned. The written grievance shall be sent to the first level battalion or division manager with a copy to the Personnel Services Director. The written grievance shall include the following:

- (1) the specific nature of the grievance;
- (2) the time or place of its occurrence;

- (3) the Department Rule, Department Written Policy, Department Regulation, Memorandum of Agreement, or provision of the Meyers-Milias-Brown Act alleged to have been violated, improperly interpreted, applied or misapplied, if any;
- (4) the consideration given or steps taken to secure informal resolution;
- (5) the corrective action desired.

A decision by the first level manager of the battalion or the division shall be made in writing within fifteen (15) calendar days of the meeting.

Step 3 If the Union or the aggrieved is not satisfied with the decision under Step 2, he or she may, within fifteen (15) calendar days after receipt of that written decision, move the matter forward to the Fire Chief or designee for a decision with a copy to the Personnel Services Director.

The Fire Chief or designee shall convey the decision by certified mail to the Union or the aggrieved in writing within fifteen (15) calendar days of receipt of the grievance. A copy will be sent to the Union with a copy to the Personnel Services Manager. The date of receipt of the decision by the Union via certified mail shall dictate time limits.

Step 4 If the Union is dissatisfied with decision of the Fire Chief or designee at the conclusion of Step 3, above, the Union may, within fifteen (15) calendar days after receipt of the decision under Step 3 submit a written notice to the Fire Chief or designee with a copy to the Personnel Services Director moving the grievance to arbitration.

NOTE: With regard to a dispute which arises out of the action of the Chief of the Department as distinguished from a lower level supervisor, the Union or the aggrieved party may, by mutual consent, bypass Steps 1 and 2 aforementioned.

C. Arbitration

The impartial arbitrator shall be mutually agreed upon and jointly selected by the Department and the Union.

During the arbitration process, the aggrieved or their representative, along with management, shall present all the facts pertaining to the grievance to the arbitrator. Decisions by the arbitrator shall be final and binding. The arbitrator's compensation and expenses, and the costs of the court reporter and transcripts shall be borne equally by the Union and the Department. Each party is responsible for its own attorneys fees and costs. Time limits, as noted herein, may be extended or waived by written agreement of the parties.

SECTION 13 - PROMOTIONS

Upon promotion, the salary of the newly promoted employee shall be adjusted to the appropriate Step of the new range that provides for no less than a 10% increase to the base wage (excluding all differentials, premium pays, stipends, etc.) of the former classification, but capped at Step 5 of the new classification's pay range.

SECTION 14 - TIME IN GRADE

Time in grade shall be applied for establishing seniority rights for purposes of bidding and reduction in ranks, but shall not be used for purposes of vacation selection. For purposes of station or apparatus reduction the last in to a station, by shift shall be the first out.

SECTION 15 - FAIR LABOR STANDARDS ACT

The Department implemented the provisions of the Fair Labor Standards Act (FLSA). In the event FLSA is found invalid, the Department and the Union will meet and confer on the impact.

SECTION 16 – TOBACCO USE

All fire suppression personnel shall be tobacco-free upon appointment and throughout their length of service to the department.

All fire department personnel shall not use tobacco products (cigarettes, e-cigarettes, cigars, and/or chewing tobacco) on the work-site, within or on fire department apparatus, or on any district facility.

A fire department sanctioned tobacco cessation program shall be made available to incumbent tobacco users.

It is understood that smoking and/or the use of any and all tobacco products is a known hazard to the health of employees.

SECTION 17 – SEPERABILITY

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

If the State of California notifies the Santa Clara County Central Fire Protection District also known as the Santa Clara County Fire Department or the County of Santa Clara that legislation has been implemented which assesses monetary penalties to local governments which settle wages and/or benefits with increases in excess of certain limits (an example of such legislation is AB 1040 which was introduced in Spring 1991), those benefits and/or wages shall not be implemented or continue to be paid. The parties shall immediately enter into negotiations for the sole purpose of arriving at a mutually agreed upon alternative. The County and the Department reserve the right to cease payment or seek repayment of wages and/or benefits upon which the State of California is basing monetary penalty. The Union reserves the right to contest the legality of the payment cessation or repayment.

It is understood that the purpose of this Section is to ensure that the County and the Department do not incur any liability or penalties on either the original Agreement provisions, or the negotiated alternate provisions.

SECTION 18 - FULL AGREEMENT

It is understood this Agreement represents a complete and final understanding on all negotiable issues between the Department and the Union. This Agreement supersedes all previous memoranda of understanding or memoranda of agreement between the Department and the Union except as specifically referred to in this Agreement. All ordinances or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. The parties, for the term of this Agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Agreement and an action is proposed by the Department, the Union shall be afforded all possible notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the Department reserves the right to take necessary action by Management direction.

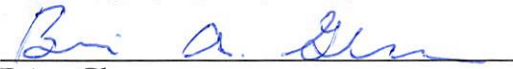
SECTION 19 - TERM OF AGREEMENT

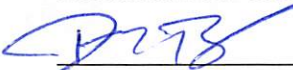
This Agreement shall become effective November 29, 2021, provided it is approved by the Board of Supervisors acting as the Board of Fire Commissioners for the Santa Clara County Central Fire Protection District and ratified by the Union. The Agreement shall remain in full force and effect to and including November 9, 2025 and from year-to-year thereafter; provided that either party may serve written notice on the other at least sixty (60) days prior to November 9, 2025 of its desire to terminate this Agreement or amend any provision thereof.

This Agreement is executed on the 7th Day of December 2021.

FOR THE SANTA CLARA COUNTY CENTRAL
FIRE PROTECTION DISTRICT



Masa Shiohira
Lead Deputy County Counsel



Brian Glass
Assistant Fire Chief, Acting Fire Chief


Doug Baker
Director of Personnel Services

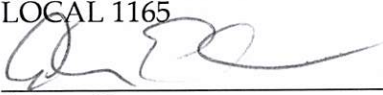

Veronica Niebla
Director of Business Services


Tricia Yin
Senior Management Analyst



Suwanna Kerdkaw
Deputy Chief, Acting Assistant Fire Chief



Mark Shumate
Deputy Chief

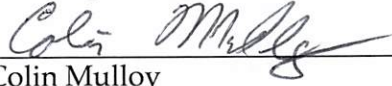
FOR THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS,
LOCAL 1165


Adam Cosner
President



David Cohen
Secretary


Spencer Peterson
Treasurer


Xavier Ocafrain
Shift Representative


Colin Mulloy
Shift Representative


Robert Docis
Shift Representative


Mathew McKenna
40 Hour Shift Representative