

**Memorandum of Agreement  
Between the  
Santa Clara County Central Fire Protection District  
And  
IAFF Local 1165 – General Membership Unit (GMU)  
December 4, 2017 through November 14, 2021**

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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  
Arson Investigator I  
Arson Investigator II  
Associate Fire Protection Engineer  
Business Services Associate I  
Business Services Associate II  
Construction Coordinator  
Deputy Fire Marshal Trainee  
Deputy Fire Marshal I  
Deputy Fire Marshal II  
Fire Captain  
Firefighter/Engineer  
Fire Mechanic I  
Fire Mechanic II  
Fire Protection Engineer  
General Maintenance Craftsworker  
Hazardous Materials Specialist  
Information Systems Analyst I  
Information Systems Analyst II  
Office Assistant  
Program Specialist I  
Program Specialist II  
Senior Deputy Fire Marshal  
Senior Fire Mechanic  
Senior Fire Protection Engineer  
Senior Hazardous Materials Specialist  
Senior Program 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 PERS.

B. Union Security

1. Employees covered by this Agreement who have authorized Union dues deductions as of December 4, 2017 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. Employees may terminate such dues deductions during the month of October 2021 pursuant to paragraph 3 of this section.
2. Each person employed during the term of this Agreement shall at the time of employment and as a condition of employment execute an authorization for the payroll deduction of Union dues or of a service fee equivalent to Union dues on a form provided by the Union and shall continue said authorization in effect, except that such employee may terminate such dues pursuant to paragraph 3 of this section.
3. An employee may terminate his/her authorization for Union dues or service fee deduction by giving notice thereof to the Department Headquarters by individual letter deposited in the U.S. Mail or delivered in person: (1) during the month of October 2021 or (2) within thirty (30) calendar days following the date of first employment, whichever applies.

The Department shall promptly forward a copy of the letter of revocation to the Union.

An employee who revokes his/her deduction within thirty (30) calendar days following the date of first employment or during the month of October 2021 shall have the deduction removed following receipt of the notification by the Department.

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. Upon returning from leaves of absence the Department shall reinstate payroll deduction of Union dues for those employees who were on dues check-off immediately prior to taking leave, provided the employee has not authorized cancellation of dues check-off in accordance with the prescribed provisions.
6. The District 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 17-18, 18-19, 19-20, and 20-21, 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

December 4, 2017 (Pay Period 17/26)	5%
November 5, 2018 (Pay Period 18/24)	4%
November 4, 2019 (Pay Period 19/24)	3%
November 2, 2020 (Pay Period 20/24)	3%

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, including overtime resulting from constant staffing, shall be compensated at the rate of time and one-half of the employee's base salary with a minimum of one (1) hour's pay.

Authorized overtime worked by 40-hour employees shall be compensated either in cash payments for overtime worked or compensatory time in lieu of cash payments for overtime worked at the maximum annual accrual rate of 24 hours of compensatory time off. Any balance remaining at the end of the calendar year shall be paid at the regular rate of pay for non-exempt employees. Exempt employees must use or lose remaining balances prior to the end of the calendar year.

When 40-hour employees who qualify are assigned constant staffing, they shall be compensated at the rate of time and one-half (1-1/2) the base salary in effect for the classification in which the overtime is worked.

All Fire Personnel covered under this MOA who are working in positions subject to FLSA overtime-payment requirements during their normal work schedule shall be paid one and one-half times their regular rate of pay for all hours that are subject to the FLSA overtime-payment requirements. This FLSA-payment revision codifies the District'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.

### 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 (1-1/2) of the employee's base salary with a minimum of two (2) hours' pay.

Authorized non-mandatory call-back worked beyond regular work hours shall be compensated at the rate of time and one-half (1-1/2) of employee's base salary with a minimum of two (2) hours' pay for the classifications of Fire Mechanic I, Fire Mechanic II, Senior Fire Mechanic, Supply Services Specialist I, Supply Services Specialist II, and General Maintenance Craftsworker.

### C. 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

(1-1/2) the employee's base rate. Employees shall not be compensated for attending off duty medical appointments that are not required by the Department.

D. 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.

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  
Independence Day  
Labor Day  
Columbus Day (Floating Holiday for 40-hour employees)  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

For 40-hour employees or for 56-hour employees on special assignment and assigned to a 40-hour work week, there will be two (2) floating holidays each fiscal year (Columbus Day and Lincoln's Birthday). Except during a new employee's first year of employment: such employee hired prior to December 31<sup>st</sup> of the fiscal year is entitled to two (2) floating holidays while an employee hired after December 31<sup>st</sup> of the fiscal year is entitled to one (1) floating holiday. 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 and Firefighter/Engineer shall receive holiday in lieu pay of five point four one seven percent (5.417%) each biweekly pay period.
3. Those employees described in paragraph 2 who are assigned to work a designated holiday 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 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 his/her home position shall continue to be paid based on the base pay rate of the home position.

G. Hazardous Materials and Special Operations Differential

1. Suppression employees regularly assigned to the Hazardous Materials Response Team or 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 Hazardous Materials Response Team or Special Operations Task Force for a pay period and longer.

2. Firefighter/Engineers and Fire Captains 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 an SOTF positions. 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.

H. Paramedic Assignment Differential

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

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

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/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.

I. Maintenance of License and Accreditation

The Department will pay sixty-five dollars (\$65) per pay period for a Fire Captain who maintain 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.

J. Special Assignment Differential

When a Fire Captain or Firefighter/Engineer 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/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 his or her designee may appoint one Fire Captain to be the Hazardous Materials Coordinator and/or one Fire Captain to be the Technical Rescue Coordinator, and/or one All Hazards Fire Coordinator. 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. 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.

## 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 his or her 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. 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 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 forty dollars (\$40) per month per Miscellaneous employee towards a long-term disability plan for each Miscellaneous employee.

The Department shall pay up to a maximum of forty (\$40) dollars per month per Safety employee towards a long-term disability plan for each Safety member.

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 Safety and Miscellaneous 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.

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 Retirement Benefit Trust. The contributions shall be as follows:

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

Such contributions are to be made on an after-tax basis and employees shall have no vested right to the contributions made by the employees. Such contributions shall be used by the Department exclusively to offset a portion of the Department's annual required contribution amount to the California Employers Retirement Benefit Trust established for the express purpose of meeting the Department's Other Post Employment Benefit (OPEB) obligations and shall not be used for any other purpose.

If it is established that contributions can be made to the California Employers Retirement Benefit Trust on a pre-tax basis, the contributions shall be made on a pre-tax basis.

## 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 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 1<sup>st</sup> 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 forty (40) hour schedule after the effective dates listed above. Unused hours will not be rolled over to the next year.

Employees regularly assigned to a fifty-six (56) hour shift, shall 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 forty (40) hour employees, personal leave time may be taken in six (6) minute increments. For fifty-six (56) hour employees, personal leave time must be taken in twelve (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, three (3) days 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 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 his/her 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 his/her 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 pay an annual uniform maintenance allowance of five hundred dollars (\$500.00) to employees regularly assigned to the classifications of Deputy Fire Marshal Trainee, Deputy Fire Marshal I, Deputy Fire Marshal II, Senior Deputy Fire Marshal, Hazardous Materials Specialist, Senior Hazardous Materials Specialist, and any classification as designated by the Fire Chief. The Department shall provide uniforms, as needed, up to four (4) replacement Class B uniform white cotton shirts and two (2) replacement pair of navy blue wool pants annually.

Upon the implementation of the single Department-wide uniform specification, the Department shall provide, as needed, and maintain the applicable uniform for uniformed employees. The annual uniform allowance shall be two hundred and twenty-five dollars (\$225) for all suppression uniformed employees and one hundred dollars (\$100) 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 Craftsworker.

## **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 seventy-five thousand dollars (\$75,000).

Education and career development reimbursement shall not exceed two thousand six hundred dollars (\$2,600) 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 (\$2,600 + \$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 (\$2,600 + \$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.

### 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 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 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 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 aggrieved continues to be dissatisfied, he or she 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 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.

During the arbitration process, the aggrieved or his or her 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, costs of the reporter and transcripts shall be borne equally by the Union and the Department. 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 December 4, 2017, 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 14, 2021 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 5th of its desire to terminate this Agreement or amend any provision thereof.

This Agreement is executed on the 4<sup>th</sup> Day of December 2017.

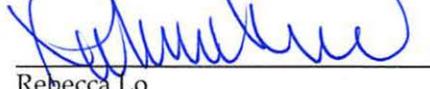
FOR THE SANTA CLARA COUNTY CENTRAL  
FIRE PROTECTION DISTRICT

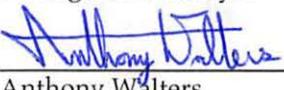
  
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Matthew Cottrell  
Principal Labor Relations Representative

  
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Tony Bowden  
Assistant Fire Chief

  
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Doug Baker  
Director of Personnel Services

  
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Fred Schulenburg  
Director of Business Services

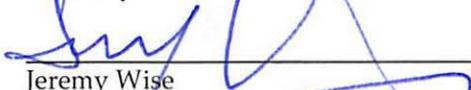
  
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Rebecca Lo  
Management Analyst

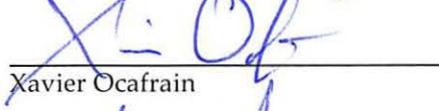
  
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Anthony Walters  
Labor Relations Representative

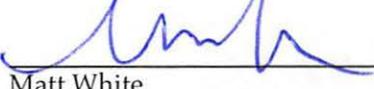
FOR THE INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS,  
LOCAL 1165

  
\_\_\_\_\_  
Adam Cosner  
President

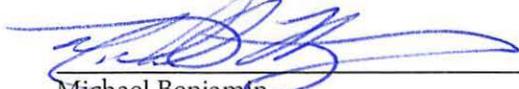
  
\_\_\_\_\_  
Matt Meadors  
Secretary

  
\_\_\_\_\_  
Jeremy Wise  
Treasurer

  
\_\_\_\_\_  
Xavier Ocafrain

  
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Matt White

  
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Tony Alvarez

  
\_\_\_\_\_  
Michael Benjamin  
40 Hour Shift Representative