

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
EAST CONTRA COSTA FIRE PROTECTION DISTRICT  
AND  
IAFF LOCAL 1230**



**July 1, 2020 - June 30, 2023**

**EAST CONTRA COSTA FIRE PROTECTION DISTRICT  
AND  
IAFF LOCAL 1230**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
EAST CONTRA COSTA FIRE PROTECTION DISTRICT  
AND  
IAFF, LOCAL 1230**

This Memorandum of Understanding (hereinafter MOU) is entered into and has been jointly prepared by the parties.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in the East Contra Costa Firefighters Unit and have freely exchanged information, opinions and proposals and have endeavored to reach agreement on matters relating to the employment conditions and employer-employee relations covering such employees.

All Administrative Bulletins that are met and conferred on and mutually agreed to are incorporated by reference to this MOU and are made a part hereof as if fully set forth within.

When a specific provision contained in a section of this MOU conflicts with a specific directive of the Fire District, the provision of this MOU shall prevail.

This MOU shall be presented to the Governing Board of the East Contra Costa Fire Protection District as the joint recommendation of the undersigned for salary and employee benefit adjustments for the period beginning July 1, 2020 and ending June 30, 2023.

In the event provisions of this MOU contradict any resolution, administrative bulletin or personnel rules of the District, the terms of this MOU shall prevail.

**DEFINITIONS**

**Appointing Authority:** Fire Chief unless otherwise provided by statute or ordinance or other action by the Board of Directors.

**Class:** A group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.

**Class Title:** The designation given to a class, to each position allocated to the class, and to the employees allocated to the class.

**District:** East Contra Costa Fire Protection District.

**Demotion:** The change of a permanent employee to another position in a class allocated to a salary range for which the top step is lower than the top step of the class which the employee formerly occupied.

**Eligible:** Any person whose name is on an employment list for a given class.

**Employee:** A person who is an incumbent of a position or who is on leave of absence in accordance with provisions of this MOU and whose position is held pending the employee's return.

**Employment List:** A list of persons who have been found qualified for employment in a specific class.

**Layoff List:** A list of persons who have occupied positions allocated to a class in the District and who has been involuntarily separated by layoff or displacement or who have voluntarily demoted in lieu of layoff.

**Permanent Position:** Any position which has required, or which will require, the services of an incumbent without interruption for an indefinite period.

**Promotion:** The change of a permanent employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied.

**Position:** The assigned duties and responsibilities calling for the regular full-time employment of a person.

**Resignation:** The voluntary termination of permanent employment with the District.

**Union:** International Association of Fire Fighters, Local 1230, AFL-CIO (hereinafter "The Union").

## **SECTION 1 - UNION RECOGNITION**

The Union is the formally recognized employee organization for the East Contra Costa Firefighters Unit.

## **SECTION 2 - UNION SECURITY**

**2.1 Dues Deduction.** Dues deduction shall be based on the voluntary written authorization of the employee which shall remain in effect so long as the employee remains in a unit represented by the Union unless such authorization is canceled in writing by the employee. The dues deduction shall be for a specified amount and uniform between members of the Union. The Union shall indemnify, defend and hold the District harmless against any claims made and against any suit instituted against the District on account of dues deduction.

**2.2 Communicating with Employees.** The Union shall be allowed to use designated portions of bulletin boards or display areas in District buildings or in offices in which there are employees represented by the Union, provided the communications displayed have to do with official organization business such as times and places of meetings and further provided that the Union appropriately posts and removes the information. The Fire Chief reserves the right to remove objectionable materials.

Representatives of the Union, not on District time, shall be permitted to place a supply of employee literature at specific locations in District buildings if arranged through the Fire Chief or his/her designee; said representatives may distribute employee organization literature in areas designated by the Fire Chief if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress.

Such placement and/or distribution shall not be performed by on-duty employees. The Union shall be allowed access to work locations in which it represents employees for the following purposes:

- A. to post literature on bulletin boards;
- B. to arrange for use of a meeting room;
- C. to leave and/or distribute a supply of literature as indicated above;
- D. to represent an employee on a grievance, and/or to contact a union officer on a matter within the scope of representation.

In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the Fire Chief or designee and the visit will not interfere with the District's services.

**2.3 Use of District Buildings.** The Union shall be allowed the use of areas normally used for meeting purposes for meetings of District employees during non-work hours when:

- A. such space is available and its use by the Union is scheduled twenty-four (24) hours in advance;
- B. there is no additional cost to the District;
- C. it does not interfere with normal District operations;
- D. employees in attendance are not on duty and are not scheduled for duty;
- E. the meetings are on matters within the scope of representation;
- F. Forty (40) hour per week personnel may attend "Special Membership Meetings" during their regular work hours, provided they are otherwise able to or have completed their duties, and have provided reasonable notice to their supervisor.

The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Union shall maintain proper order at the meeting and see that the space is left in a clean and orderly condition. The use of District equipment (other than items normally used in the conduct of business meetings such as desks, chairs, and blackboards) is prohibited, even though it may be present in the meeting area.

**2.4 Advance Notice.** The Union shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board, or boards and commissions designated by the Board, and to meet with the body considering the matter.

The listing of an item on a public agenda, or the mailing of a copy of a proposal at least seventy-two (72) hours before the item will be heard, or the delivery of a copy of the proposal at least twenty-four (24) hours before the item will be heard, shall constitute notice.

**2.5 List of Employees with Dues Deductions.** The District shall provide the Union with a monthly list of employees who are paying health and welfare deductions to the Union.

**2.6 Assignment of Classes to Bargaining Units.** The Fire Chief shall assign new classes in accordance with the following procedure:

- A. Initial Determination: When a new class title is established, the Fire Chief shall review the composition of existing representation units to determine the appropriateness of including some or all of the employees in the new class in one or more existing representation units, and within a reasonable period of time shall notify all recognized employee organizations of the determination.
- B. Final Determination: The Fire Chief's determination is final unless within ten (10) days after notification a recognized employee organization requests in writing to meet and confer thereon.

**2.7 Written Statement for New Employees.** The District will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by the Union, that the employee's classification is represented by the Union and the name of a representative of the Union. The District will provide the employee with a packet of information which has been supplied by the Union and approved by the District.

### **SECTION 3 - NO DISCRIMINATION**

There shall be no discrimination because of race, religious creed, color, national origin, ancestry, sex, gender, gender identity, gender expression, sexual orientation, medical condition, genetic information, marital status, military or veteran status, or Union activities against any employee or applicant for employment by the District or by anyone employed by the District; and to the extent prohibited by applicable State and Federal law, there shall be no discrimination because of age. There shall be no discrimination against any physically or mentally disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established for a position or from carrying out the duties of the position safely.

### **SECTION 4 - OFFICIAL REPRESENTATIVES**

**4.1 Attendance at Meetings.** Employees designated as official representatives of the Union shall be allowed to attend meetings held by District agencies during regular working hours on District time as follows:

- A. if their attendance is required by the District at a specific meeting;
- B. if their attendance is sought by a hearing body for presentation of testimony or other reasons;
- C. if their attendance is required for meetings scheduled at reasonable times agreeable to all parties, required for settlement of grievances filed pursuant to Section 16, Grievance Procedure, of this MOU;
- D. if they are designated as an official representative, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance;

- E. if they are designated as spokesperson or representative of the Union and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the Fire Chief;
- F. if their attendance does not conflict with Fire District emergency operations. The District will not pay for Association or Union meetings or functions.

**4.2 Union Representative.** Official representatives of the Union shall be allowed a reasonable amount of time off without loss of compensation or other benefits for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Fire Chief or other management representatives on matters within the scope of representation, and that advance arrangements for the time away from the work station or assignment are made with the Fire Chief and their attendance does not conflict with Fire District emergency operations.

## **SECTION 5 - SALARIES**

The salaries for all classifications in the bargaining unit shall be in accordance with the tables below.

### **5.1 Salary Rates – Effective July 2020**

Effective the first full pay period after July 1, 2020, the salaries for all Suppression classifications in the bargaining unit shall be increased by seven percent (7.0%) in accordance with the table below:

|                 | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| Firefighter     | \$5,710       | \$5,995       | \$6,295       |               |               |
| Sr. Firefighter | \$5,853       | \$6,146       | \$6,453       | \$6,775       | \$7,114       |
| Fire Engineer   | \$6,437       | \$6,759       | \$7,097       | \$7,470       | \$7,844       |
| Fire Captain    | \$7,080       | \$7,434       | \$7,806       | \$8,236       | \$8,648       |
| Battalion Chief | \$9,080       | \$9,534       | \$10,011      | \$10,511      | \$11,037      |

The salaries for Prevention classifications for the first full pay period after July 1, 2020 shall be as follows:

|                     | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> |
|---------------------|---------------|---------------|---------------|---------------|---------------|
| Fire Inspector      | \$6,633       | \$6,965       | \$7,313       | \$7,679       | \$8,062       |
| Deputy Fire Marshal | \$7,295       | \$7,660       | \$8,043       | \$8,445       | \$8,867       |

The Sr. Firefighter classification shall require an eligible employee to be employed with the District for two (2) full years of service and having completed probation as a Firefighter. In addition the Sr. Firefighter shall be qualified to drive (without supervision) and drive as needed for the District.

**5.2 Salary Table – Effective July 2021**

Effective the first full pay period after July 1, 2021, the salaries for all Suppression classifications in the bargaining unit shall be increased by six percent (6%) in accordance with the table below:

|                 | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| Firefighter     | \$6,052       | \$6,355       | \$6,672       |               |               |
| Sr. Firefighter | \$6,204       | \$6,514       | \$6,840       | \$7,182       | \$7,541       |
| Fire Engineer   | \$6,823       | \$7,165       | \$7,523       | \$7,918       | \$8,314       |
| Fire Captain    | \$7,505       | \$7,880       | \$8,274       | \$8,730       | \$9,167       |
| Battalion Chief | \$9,625       | \$10,106      | \$10,611      | \$11,142      | \$11,699      |

Effective the first full pay period after July 1, 2021, the salaries for all Prevention classifications in the bargaining unit shall be increased by 2.8 percent (2.8%) in accordance with the table below:

|                     | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> |
|---------------------|---------------|---------------|---------------|---------------|---------------|
| Fire Inspector      | \$6,823       | \$7,165       | \$7,523       | \$7,918       | \$8,314       |
| Deputy Fire Marshal | \$7,505       | \$7,880       | \$8,274       | \$8,730       | \$9,167       |

**5.3 Salary Table – Effective July 2022**

Effective the first full pay period after July 1, 2022, the salaries for all classifications in the bargaining unit shall be increased by six percent (6%) in accordance with the table below:

|                     | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> |
|---------------------|---------------|---------------|---------------|---------------|---------------|
| Firefighter         | \$6,415       | \$6,736       | \$7,073       |               |               |
| Sr. Firefighter     | \$6,576       | \$6,905       | \$7,250       | \$7,613       | \$7,994       |
| Fire Engineer       | \$7,233       | \$7,594       | \$7,974       | \$8,393       | \$8,813       |
| Fire Captain        | \$7,955       | \$8,353       | \$8,771       | \$9,254       | \$9,716       |
| Battalion Chief     | \$10,202      | \$10,712      | \$11,248      | \$11,810      | \$12,401      |
| Fire Inspector      | \$7,233       | \$7,594       | \$7,974       | \$8,393       | \$8,813       |
| Deputy Fire Marshal | \$7,955       | \$8,353       | \$8,771       | \$9,254       | \$9,716       |

**5.4 Enhanced EMT Differential.** The District shall provide a differential of five percent (5.0%) of an employee's base wage to all employees who possess an EMT certification.

Effective July 2020, the District shall provide a differential of five percent (5.0%) of an employee's base wage to employees in the position of Fire Prevention Officer (e.g. Fire Inspector and Deputy Fire Marshal) who possesses and maintain the International Code Council (ICC) Fire Inspector Certification(s).

Any eligible employee shall receive a maximum of five percent (5.0%) differential incentive pay.



**5.5 Entrance Salary.** New employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made. However, the Fire Chief may fill a particular position at a step above the minimum of the range.

**5.6 Anniversary Dates.** Anniversary dates will be set as follows:

- A. **New Employees.** The anniversary date of a new employee is the date the employee is appointed to regular status.
- B. **Promotions.** The anniversary date of a promoted employee is determined on the date of promotion.
- C. **Reemployment.** The anniversary of an employee, who is appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period, is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification, and step who then successfully completes the required probationary period. The reemployment list shall include all employees by their anniversary date. There shall be no protected class.

**5.7 Increments Within Range.** The performance of each employee shall be reviewed prior to the employee's anniversary each year to determine whether the salary of the employee shall be advanced to the next higher step in the salary range. An employee shall not be advanced to the next higher step in the salary range if the employee has received a discipline greater than a written reprimand.

Advancement shall be granted on the employee's anniversary date as set forth in Section 5.6 and on the affirmative recommendation of the Fire Chief based on satisfactory performance by the employee.

Except as herein provided, increments within range shall not be granted more frequently than once a year, nor shall more than one (1) step within-range increment be granted at one time. In case the Fire Chief recommends denial of the salary range increment on a particular anniversary date, but recommends a special salary review, the special salary review shall become the date for the employee's next salary review, and each salary review from then on.

**5.8 Salary on Promotion.** Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied shall receive the salary in the new salary range which is the next higher than the rate received before the promotion.

**5.9 Salary on Involuntary Demotion.** No employee shall be demoted except for just cause. Any employee who is demoted shall have his/her salary reduced to the monthly salary step in the range for the class of position to which the employee has been demoted next lower than the salary received before demotion.

Whenever the demotion is the result of layoff, cancellation of positions or displacement by another employee with greater seniority rights, the salary of the demoted employee shall be that step on the salary range which the employee would have achieved had the employee been continuously in the position to which the employee had been demoted, all within-range increments having been granted.

**5.10 Payroll.** In accordance with requirements of the payroll system, timekeeping for permanent employees' time worked and time off will be accounted for in minimum one-fourth ( $\frac{1}{4}$ ) hour (15-minute) increments.

**5.11 Payment.** On the fifteenth (15th) day and last day of each month, the Auditor will draw a warrant upon the Treasurer in favor of each employee for the amount of salary due to the employee for the preceding month.

**5.12 Pay Warrants.** Employee pay warrants shall be delivered to a work place designated by the District by 12:00 p.m. on the fifteenth (15th) day and the last day of each month. Should the fifteenth (15th) day or the last day of the month fall on Saturday, Sunday, or a holiday, pay warrants will be delivered by 12:00 p.m. on the preceding workday.

**5.13 Pay Warrant Errors.** If an employee receives a pay warrant which has an error in the amount of compensation to be received, and if this error occurred as a result of a mistake by the District, it is the policy of the District that the error will be corrected and a new warrant issued within forty-eight (48) hours, (exclusive of Saturdays, Sundays and holidays) from the time the District is made aware of and verifies that the pay warrant is in error.

**5.14 Acting Pay.** An employee assigned by the Fire Chief or his/her designated representative to perform the duties of the next higher classification on an acting basis shall receive acting pay, which shall be computed at five percent (5%) more than such employee's current pay step for all hours worked in such higher classification (not to exceed the maximum wage rate of the higher classification) provided the employee performs the duties of the higher classification for at least one (1) hour.

Eligibility to receive acting pay shall be subject to the following:

- The employee receiving acting pay must be qualified to perform the duties of the higher classification by being tested and certified by the District.

## **SECTION 6 - OVERTIME**

Overtime is authorized time worked outside the regular work schedule. Overtime shall be compensated for at the rate of one and one-half ( $1\frac{1}{2}$ ) times the employee's hourly rate of pay. Overtime for permanent employees is earned and credited in minimum one-fourth ( $\frac{1}{4}$ ) hour (15-minute) increments.

**6.1 Overtime Recall List.** Provisions of the Fire District Administrative Bulletin shall apply.

**6.2 Call Back.** Suppression employees called back for work performed outside their regular work schedule shall be compensated at the appropriate straight time or overtime rate of pay for time actually worked with a minimum of four (4) hours pay. This minimum does not apply when an employee is called back and reports to work less than four (4) hours before the beginning of the employee's regular shift.

Prevention employees called back for work performed outside their regular work schedule shall be compensated at the appropriate straight time or overtime rate of pay for time actually worked with a minimum of two (2) hours pay. This minimum does not apply when an employee is called back and reports to work less than two (2) hours before the beginning of the employee's regular shift.

**6.3 FLSA Overtime “Hours Worked” Calculation.** For the purpose of determining when overtime pay is due to an employee pursuant to the Fair Labor Standards Act, the District will count paid leave time (vacation, sick leave, personal holiday, and compensatory time) as “hours worked.”

## **SECTION 7 - SICK LEAVE**

**7.1 Sick Leave Credits.** Employees working a fifty-six (56) hour work week shall accrue sick leave credits at the rate of twelve (12) working hours credit for each completed month of service. Employees who work a portion of a month are entitled to a pro rata share of the monthly sick leave credit completed on the basis as is partial month compensation.

Credits to and charges against sick leave are made in minimum amounts of one-fourth ( $\frac{1}{4}$ ) hour (15-minute) increments. Unused sick leave credits accumulate from year to year.

The primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. It is a benefit extended by the District and may be used only as authorized and in accordance with the Sick Leave section of the District Administrative Bulletin.

Employees who work a forty (40) hour week shall accrue sick leave at the rate of eight (8) hours per month.

**7.2 Permanent Disability Sick Leave.** Permanent disability means an employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any District occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:

- A. an application for retirement for disability has been filed with the Retirement Board;
- B. satisfactory medical evidence of such disability is received by the appointing authority within thirty (30) days of the start of use of sick leave for permanent disability;
- C. the appointing authority may review medical evidence and order further examinations as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or when the above conditions have not been met.

**7.3 Prearranged Medical Appointments.** Forty (40) hour work week employees who wish to use sick leave for prearranged doctor or dentist appointments shall notify their appropriate supervisor of the appointment as soon as possible, but no later than forty-eight (48) hours prior to the beginning of the shift during which the appointment is scheduled.

**7.4 Legal Adoption of a Child.** Paid sick leave credits may be used by an employee upon adoption of a child up to a maximum of six (6) weeks.

## **SECTION 8 - VACATION**

**8.1 Vacation Leave.** Employees will accrue vacation credits based upon straight time hours of working time per calendar month.

Accruals will accumulate month to month to a maximum of 288 hours. Accruals for portions of a month shall be in minimum amounts of one (1) hour calculated on the same basis as for partial month compensation.

Vacation accruals for 56-hour work week employees are:

| <b>Length of Service Completed</b>       | <b>Monthly Maximum (Hours)</b> | <b>Accrual Cumulative</b> |
|--|--------------------------------|---------------------------|
| Under 15 yrs of completed service        | 14 hours                       | 336 hours                 |
| Beg. with 15-20 yrs of completed service | 19 hours                       | 456 hours                 |
| Beg. with 20-25 yrs of completed service | 24 hours                       | 576 hours                 |
| Beg. with 25-30 yrs of completed service | 28 hours                       | 672 hours                 |
| Beg. With 30 or more yrs of service      | 33 hours                       | 792 hours                 |

Vacation accruals for 40-hour work week employees are:

| <b>Length of Service Completed</b>              | <b>Monthly Maximum (Hours)</b> | <b>Accrual Cumulative</b> |
|---|--------------------------------|---------------------------|
| Under 15 years of completed service             | 10 hours                       | 240 hours                 |
| Beg. with 15-20 years of completed service      | 13 1/3 hours                   | 320 hours                 |
| Beg. with 20-25 years of completed service      | 16 2/3 hours                   | 400 hours                 |
| Beg. with 25-30 years of completed service      | 20 hours                       | 480 hours                 |
| Beg. with 30 or more years of completed service | 23 1/2 hours                   | 560 hours                 |

Vacation credits may be taken in one-half (½) hour increments but none shall be allowed in excess of actual accrual at the time vacation is taken. Vacation credits may be used only after completion of six (6) months service in a permanent position, but may be used to supplement exhausted sick leave in cases of absence during the first six (6) months.

- A. **Service Award Date.** An employee's Service Award Date is used to determine when an employee begins to accrue the next higher number of vacation hours. The Service Award Date is the first date of a temporary, provisional, or permanent appointment to a position in the District. If an employee is first appointed to a temporary or provisional position and

then later appointed to a permanent position, the Service Award Date for that employee is the date of the temporary or provisional appointment.

B. **Increased Vacation Accruals Granted in Recognition of Long Service.** Each employee is eligible to begin to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

1. **Example One:**

- A 56-hour work week employee's Service Award Date is January 1, 1999.
- The employee reached 20 years of service on January 1, 2019.
- February 1, 2019 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.

2. **Example Two:**

- A 56-hour work week employee's Service Award Date is February 24, 1999.
- The employee reached 20 years of service on February 24, 2019.
- March 1, 2019 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.

3. **Example Three:**

- A 40-hour work week employee's Service Award Date is February 24, 1999.
- The employee reached 20 years of service on February 24, 2019.
- March 1, 2019 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.

**8.2 Vacation Leave on Reemployment from a Layoff List.** Employees with six (6) months or more service in a permanent position prior to their layoff and who are employed from a layoff list, shall be considered as having completed six (6) months tenure in a permanent position for the purpose of vacation leave.

All provisions of the District Administrative Bulletin on Vacation shall apply.

## **SECTION 9 - HOLIDAYS**

**9.1 Holidays Observed.** The District will observe the following holidays:

- A. January 1st, known as New Year's Day  
Third Monday in January known as M.L.K. Day (Effective 4-1-08)  
Third Monday in February known as President's Day  
The last Monday in May, known as Memorial Day  
July 4th, known as Independence Day  
First Monday in September, known as Labor Day  
Second Monday in October, known as Columbus Day (Effective 4-1-08)  
Fourth Thursday in November, known as Thanksgiving Day  
The Friday after Thanksgiving (Effective 4-1-08)  
December 25th, known as Christmas Day
- B. Shift employees (56-hours per week) shall receive ten (10) hours of overtime credit each month in lieu of receiving the holiday listed in Section (A) above.

**9.2 Celebration of Holidays Falling on Sat/Sun.** If any holiday listed in Section 9.1(A) falls on a Saturday, it shall be celebrated on the preceding Friday. If any holiday listed in Section 9.1(A) falls on a Sunday, it shall be celebrated on the following Monday.

## **SECTION 10 - LEAVE OF ABSENCE**

**10.1 Leave Without Pay.** Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority; provided, however, that leaves for pregnancy, pregnancy disability, serious health conditions and family care shall be granted in accordance with applicable state and federal law.

**10.2 General Administration - Leave of Absence.** Requests for leave of absence without pay shall be made upon forms prescribed by the District and shall state specifically the reason for the request, the date when it is desired to begin, the leave, and probable date of return.

Leave without pay may be granted for any of the following reasons:

- A. illness, disability, or one's own serious health condition;
- B. pregnancy or pregnancy-related disability;
- C. diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's family member (family care);
- D. to take a course of study such as will increase the employee's usefulness on return to the position;
- E. for other reasons or circumstances acceptable to the appointing authority.

An employee must request family care leave at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for family care leave arises.

A leave without pay must be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.

Nevertheless, a leave of absence for the employee's serious health condition or for family care shall be granted to an employee who so requests it for up to twelve (12) weeks in each calendar year period in accord with Section 10.4 below.

Whenever an employee who has been granted a leave without pay desires to return before the expiration of such leave, the employee shall submit a request to the appointing authority in writing at least fifteen (15) days in advance of the proposed return. Early return is subject to prior approval by the Fire Chief.

Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, disability, or serious health condition, the decision of the Fire Chief granting or denying leave or

early return from leave shall be final and not subject to appeal through the grievance procedure set forth in this MOU.

**10.3 Bereavement Leave.** The District shall grant time off and shall pay an employee up to two regular shifts (i.e. forty-eight (48) hours for firefighters, or two eight (8) hour days for 40-hour/week employees) due to the death of an employee's immediate family member, spouse, or registered domestic partner. If a 40-hour/week employee must travel more than three hundred and fifty (350) miles to attend funeral or memorial services, the District shall grant the 40-hour/week employee one (1) additional day off (for a total of three (3) paid days off), subject to distance verification.

An employee may be authorized to use other accruals such as sick leave or vacation leave in conjunction with District-paid bereavement leave at the discretion of the appointing authority. Bereavement leave is not accruable, and does not roll over from year to year.

**10.4 Military Leave.** Any employee in the Fire District and who is required to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof shall be granted a military leave for the period of such service, plus ninety (90) days. An employee who volunteers for such service shall be granted a leave of absence if necessary in accordance with applicable state or federal laws. Upon the termination of such service or upon honorable discharge, the employee shall be entitled to return to his/her position in the classified service provided such still exists and the employee is otherwise qualified, without any loss of standing of any kind whatsoever.

An employee who has been granted a military leave shall not, by reason of such absence, suffer any loss of benefits, nor shall the employee be prejudiced thereby with reference to salary adjustments or continuation of employment. For purposes of determining eligibility for salary adjustments or seniority in case of layoff or promotional examination, time on military leave shall be considered as time in District service.

Any employee who has been granted a military leave, may upon return, be required to furnish such evidence of performance of military service or of honorable discharge as the Fire Chief or his/ her designee may deem necessary.

**10.5 Family Care Leave or Medical Leave.** Upon request to the appointing authority, any employee who has permanent status who has worked at least 1,250 hours in the preceding 12-month period shall be entitled to at least twelve (12) weeks with eligibility calculated on a 12 month rolling calendar period. (less if so requested by the employee) leave for:

- medical leave of absence for the employee's own serious health condition which makes the employee unable to perform the functions of the employee's position; or
- family care leave of absence without pay for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious illness or health condition of a child, parent, spouse, or domestic partner of the employee.

The employee may be asked to provide certification of the need for family care leave or medical leave. Additional period(s) of family care or medical leave may be granted by the Fire Chief.

The twelve (12) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The twelve (12) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 10.6 below. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the twelve (12) week entitlement.

In the situation where husband and wife or registered domestic partner are both employed by the District, the family care or medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of twelve (12) weeks during each twelve (12) month rolling calendar period. Employees requesting family care leave are required to advise their appointing authority when their spouse is also employed by the District.

For medical and family care leaves of absence under this section, the following definitions apply:

- Child: A biological, adopted, or foster child, stepchild, legal ward, conservator or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator or an adult dependent child of the employee.
- Parent: A biological, foster, or adoptive parent, a stepparent, legal guardian, conservator, or other person standing in loco parentis to a child.
- Spouse: A partner in marriage as defined in California Civil Code Section 4100. Family Code §§ 300-310.
- Registered Domestic Partner: An unmarried person, eighteen (18) years or older, to whom the employee is not related, both persons are members of the same sex, and both persons file a Declaration of Domestic Partnership with the Secretary of State pursuant to California Family Code § 297 and with whom the employee resides and shares the common necessities of life.
- Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g., physician or surgeon) as defined by State and Federal law.
- Certification for Family Care Leave: A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:
  - the date, if known, on which the serious health condition commenced;
  - the probable duration of the condition;
  - an estimate of the amount of time which the employee needs to render care or supervision;
  - a statement that the serious health condition warrants the participation of a family member to provide care during a period of treatment or supervision; or
  - if for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.



- **Certification for Medical Leave:** A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:
  - the date, if known, on which the serious health condition commenced;
  - the probable duration of the condition;
  - a statement that the employee is unable to perform the functions of the employee's job; or
  - if for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.

**Comparable Position:** A position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave.

**10.6 Pregnancy Disability Leave.** Insofar as leave is taken for pregnancy disability as required under State or Federal laws that leave period will not be considered a part of the twelve (12) week family care leave period.

**10.7 Leave of Absence Replacement and Reinstatement.** Any permanent employee who requests reinstatement to the classification held by the employee at the same time the employee was granted a leave of absence, shall be reinstated to a position in that classification.

**10.8 Reinstatement from Family Care Medical Leave.** In the case of a family care or medical leave, an employee on a full time schedule shall be reinstated to the same or comparable position if the return to work is after no more than ninety (90) work days of leave from the initial date of a continuous leave, including use of accruals, or within the equivalent on an alternate work schedule.

**10.9 Unauthorized Absence.** An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or canceled by the appointing authority, or at the expiration of a leave, shall be without pay. Such absence may also be grounds for disciplinary action.

## **SECTION 11 - HEALTH CARE**

**11.1 Health Plan.** The District will provide group health benefits through the California Public Employees' Retirement System (CalPERS) for all permanent full-time employees, in classes represented by the Union. Open enrollment will be held annually.

Thereafter, the CalPERS program, as regulated by the Public Employees' Medical and Hospital Care Act (PEMHCA), will control on all issues, including but not limited to eligibility, benefit levels and cost.

The Union acknowledges that CalPERS Health Plan program benefits may not be equal to benefits previously available to their represented employees, and Consolidated Omnibus Budget Reconciliation Act (COBRA) counterparts through the various optional health programs previously offered by the District.

The Union acknowledges that notwithstanding this Memorandum of Understanding (MOU); and during the time that it is in effect, CalPERS may terminate or change covered expenses, benefit payments, co-payments on covered benefits, deductibles, lifetime and/or annual maximum limits and eligibility rules and may implement cost control measures as they deem appropriate.

The Union waives the right to any group health plan benefits granted expressly or by implication under any other provisions of this MOU, or by any other agreement between the parties or by any District regulation, policy, practice or contract if that benefit is not offered through the CalPERS Health Plan program.

**11.2 Health Plan Contribution.** The District's contribution to the CalPERS monthly health plan premiums for coverage hereunder shall be as provided below. Any Health Plan premium charges greater than the District's contributions identified below occurring during the time this MOU is in effect shall be borne by the employee.

A. District's Contribution:

The District will contribute up to the following maximum monthly amounts equivalent of eighty-seven percent (87%) of the CalPERS Kaiser premium at each level (employee only, employee + one, employee + two or more) toward the covered employee's CalPERS or CalPERS Alternate Plan (CCHP) premium.

In the event, in whole or in part, that the above amounts are greater than one hundred percent (100%) of the applicable premium of any plan, the District's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

Effective January 2018 the District's contribution for medical will be the amount listed below :

- Employee only - \$678.48
- Employee + 1 - \$1,356.96
- Employee + 2 or more - \$1,764.05

District's contribution shall not exceed 100% of the selected plan premium.

Effective January 2019 and each January thereafter, the District's contribution shall increase by 50% of the increase to Cal PERS Bay Area Region Kaiser Rates for that level (Employee only, Employee +1 or Employee + 2 or more).

B. In Lieu Payment:

If possible, the District shall establish a payment of \$400 per month for employees who do not take health insurance from the District. The employee must demonstrate to the District that they have medical coverage through their spouse's health care provider. An employee will be allowed to request medical coverage at the next open enrollment; however, if the employee experiences a qualifying event they may be able to request medical coverage prior to the next open enrollment.

**11.3 Dental Program.** The District will offer the existing Dental Plans (Delta and PMI Delta Care) to all permanent employees in classes in the East Contra Costa Firefighters Unit represented by the Union.

**11.4 Dental Contribution.** The District's contribution to the monthly dental plan premiums shall be as provided below. These contributions are provided only for permanent full-time employees. Any increases in dental plan costs greater than the District's contributions identified below occurring during the term of this MOU shall be borne by the employee.

- A. Delta and PMI Delta Care: District will contribute seventy-eight percent (78%) toward the monthly dental premium.
- B. Dental Only: Employees who elect dental coverage as stated above without health coverage will pay one cent (\$.01) per month for such coverage.

**11.5 Rate Information.** CalPERS health plan rate information will be available to employees and the District upon request. The dental plan rate information will be available to employees and the District upon request. In addition, the District will publish and distribute information about rate changes as they occur during the year.

**11.6 Premium Payments.** Employee participation in any health plan is contingent upon the employee authorizing payroll deduction by the District of the employee's share of the premium cost. The District's contribution to health plan monthly premiums are payable as follows:

- A. CalPERS Plan (Includes Alternate CCHP Plan)

The District's contribution to the health plan premium is payable one (1) month in advance. If an employee's compensation in any month is not sufficient to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the District. The responsibility for this payment rests solely with the employee.

- B. Dental Plan

The District's contribution to the dental premium is payable monthly. If an employee's compensation in any month is not sufficient to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the District. The responsibility for this payment rests solely with the employee.

**11.7 Extended Coverage.** An employee on approved leave without pay shall be allowed to continue his/her health insurance coverage provided that the employee shall pay their share of the monthly premium during said leave.

An employee not eligible for continued coverage may convert to individual health plan coverage (if available) or continue group coverage subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA), plus any administrative fees, for the option selected. The entire cost of coverage shall be paid at the time and place specified by CalPERS for health plans.

An employee who terminates District employment is covered through the first day of the month following termination for CalPERS plans. Employees who terminate District employment may continue Group Health plan coverage to the extent provided under the COBRA regulations.

**11.8 Retirement Coverage.** Eligibility for health coverage as a retiree or retiree's survivor is established by the Board of Directors.

Employees enrolled in the CalPERS alternative plan (CCHP) at the time of retirement are permanently precluded from enrolling in either a CalPERS or District health plan in the future.

A. Dental

Employees hired after January 1, 2018 and retire from the District are not eligible for any District contribution towards Dental for themselves or their dependents.

**11.9 Dual Coverage.**

A. CalPERS

Health Plan Employees must adhere to the rules as established by CalPERS.

B. Dental Plans

1. In the event either of a husband or wife or registered domestic partner, who both work for the District becomes ineligible for coverage, the remaining eligible member shall be allowed to (a) enroll in a dental plan, if not currently enrolled, or (b) add the spouse, registered domestic partner and/ or dependent(s) to their existing plan coverage provided they do so within thirty (30) days of the date coverage is no longer afforded under the spouse or registered domestic partner's plan.
2. In the event a spouse or registered domestic partner who does not work for the District becomes ineligible for coverage, the District employee shall be allowed to enroll in a dental plan, if not currently enrolled, or add the spouse, registered domestic partner and/or dependent(s) to their existing plan coverage provided they do so within thirty (30) days of the date coverage is no longer afforded under the spouse or registered domestic partner's plan and evidence of the termination of coverage is provided by the spouse or registered domestic partner's employer.

**11.10 PERS Long Term Care.** The District will deduct and remit monthly premium and eligible lists to the CalPERS Long Term Care Administrator, at no employee cost, for District employees who are eligible and voluntarily elect to purchase long term care through the CalPERS Long Term Care Program.

The District further agrees that District employees interested in purchasing CalPERS Long Term Care may participate in meetings scheduled by CalPERS Long Term Care on District facilities during non-work hours. (i.e. coffee breaks, lunch hour).

**11.11 Health Care Spending Account.** Regular full-time and part-time (20/40 or greater) District employees the option to participate in a Health Care Spending Account (HCSA) Program designated to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a pre-determined amount of money from their paycheck, not to exceed the maximum amount authorized by federal law, per calendar year, of before tax dollars, for health care expenses not reimbursed by any other health benefits plans. HCSA dollars can be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance cannot be recovered by the employee.

## **SECTION 12 - PROBATIONARY PERIOD**

**12.1 Duration.** All appointments for fifty-six (56) hour work week employees from officially promulgated employment lists for original entrance shall be subject to an eighteen (18) month probationary period. All appointments from officially promulgated employment lists for promotion shall be subject to a one (1) year probationary period.

All appointments for forty (40) hour work week employees from officially promulgated employment lists for original entrance and promotion shall be subject to a probationary period. For original entrance appointments, the probationary period shall be for one (1) year. For promotional appointments, the probation period shall be one (1) year duration.

**12.2 Classes with Changed Probationary Periods.** When the probationary period for a class is changed, only new appointees to positions in the classification shall be subject to the revised probationary period.

**12.3 Probation Period Time.** The probationary period shall date from the time of appointment to a full-time position.

**12.4 Rejection During Probation.** An employee may be rejected during the probation period.

- A. Appeal from Rejection: Notwithstanding any other provisions of this section, an employee (probationer) shall have the right to appeal from any rejection during the probationary period based on political, religious or Union activities, race, color, national origin, sex, gender, gender identity, gender expression, age, disability, military and veteran status, marital status, or sexual orientation.
- B. The appeal must be written, must be signed by the employee, and set forth the grounds and the facts by which it is claimed that grounds for appeal exist, and must be filed through the District Personnel Chief of the District by 5:00 p.m. on the seventh (7th) calendar day after the date of delivery to the employee of notice of rejection.
- C. The District Personnel Chief shall consider the appeal. He may refer the matter to the Fire Chief for hearing, recommend findings of fact, conclusions of law and a decision. The rejected probationer has the burden of proof.
- D. If the Fire Chief finds no probable cause for a hearing, he shall deny the appeal. If, after hearing, the Fire Chief upholds the appeal, the appellant shall complete only the remainder of the probation period unless the Fire Chief specifically orders that the appellant begin a new probation period.

**12.5 New Employees.** The regular appointment of a probationary employee shall begin on the day following the end of the probationary period. Upon successful completion of probation, the employee's supervisor will send the Business Services Manager an email stating that the individual has performed satisfactorily and is recommended for permanent appointment.

A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this MOU without notice and without right of appeal or hearing. If the appointing authority has not returned the probation report, a probationary employee may be rejected from service within a reasonable time after the probation period for failure to pass probation. If the appointing authority fails to submit, in a timely manner, the proper written

documents certifying that a probationary employee has served in a satisfactory manner and later acknowledges it was the appointing authority's intention to do so, the regular appointment shall begin on the day following the end of the probationary period.

**12.6 Layoff During Probation.** An employee, who is laid off during probation, if reemployed in the same class by the District, shall be required to complete only the balance of the required probation.

**12.7 Refection During Probation of Layoff Employee.** An employee who has achieved permanent status in the class before layoff and who subsequently is appointed from the layoff list and then rejected during the probation period shall be automatically restored to the layoff list, unless discharged for cause, if the person is within the period of layoff eligibility.

## **SECTION 13 - LAYOFF AND SENIORITY**

**13.1 Grounds for Layoff.** Any District employee(s) serving in a permanent position(s) may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, lack of funds or for such other reason(s) as the Board of Directors deems sufficient for abolishing the position(s).

**13.2 Notice.** The District will give employees scheduled for layoff at least fourteen (14) calendar days' notice prior to their last day of employment.

**13.3 Order of Layoff.** The order of layoff in the District shall be based on inverse seniority in the class.

**13.4 Rules on Displacing.** A laid-off or displaced employee shall displace an employee in the next lower classification in the job series provided the employee meets the minimum qualifications for the classification.

**13.5 Layoff Lists.** Layoff Lists are in effect for one (1) year from the date of layoff and contain the name(s) of person(s) laid-off, displaced or voluntarily demoted in lieu of layoff. The Layoff List for a specific class shall be the first list from which referrals are made. There will be no referrals from other employment lists until the Layoff List for the class is exhausted or the remaining eligibles are not interested in the position.

**13.6 Removal from Layoff List.** An eligible may be removed from a Layoff List for: 1) failure to respond to a written or telephone notice of referral within five (5) calendar days; 2) failure to keep the Fire Chief advised of a correct mailing address or telephone number; and 3) declining an offer of employment in the same job classification from which they were laid off.

**13.7 Seniority.** An employee's seniority within a class for layoff and displacement purposes shall be determined by adding the employee's length of service in the particular class in question to the employee's length of service in other classes at the same or higher level in the job series. Service for layoff and displacement purposes includes only the employee's last continuous permanent District employment. In the event of ties in seniority rights in the particular class in question, such ties shall be broken by length of last continuous permanent District employment. Any remaining ties shall be broken by random selection among the employees involved.

**13.8 Seniority on Return From Layoff.** A District employee returning from layoff shall have their seniority dates adjusted by the period of layoff separation.

## **SECTION 14 - RESIGNATIONS**

An employee's voluntary termination of service is a resignation. Written or oral resignations shall be forwarded to the District Personnel Chief by the employee immediately and shall indicate the effective date of termination.

**14.1 Resignation in Good Standing.** A resignation giving the District written notice at least four (4) weeks in advance of the last date of service (unless the appointing authority requires a longer period of notice, or consents to the employee's termination on shorter notice) is resignation in good standing.

**14.2 Constructive Resignation.** A constructive resignation occurs and is effective when:

- A. An employee has been absent from duty without leave for ten (10) consecutive working days; and
- B. Ten (10) more consecutive days have elapsed without response by the employee after the mailing of a notice of resignation by the appointing authority to the employee at the employee's last known address.

**14.3 Effective Resignation.** A resignation is effective when delivered or spoken to the District, operative either on the date or another date specified.

**14.4 Revocation.** A resignation that is effective is revocable only by written concurrence of the employee and the District.

## **SECTION 15 - DISMISSAL, SUSPENSION, DEMOTION AND REDUCTION IN SALARY**

**15.1 Sufficient Cause for Action.** The District may reduce in salary, dismiss, suspend, or demote any employee for cause. The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions and dismissal, suspension, demotion, or reduction in salary may be based on reasons other than those specifically mentioned:

- Absence without leave.
- Conviction of any criminal act involving moral turpitude.
- Conduct tending to bring the District into disrepute.
- Disorderly or immoral conduct while on duty or representing the District.
- Incompetence or inefficiency.
- Insubordination.
- Being at work while under the influence of liquor or illegal drugs, carrying onto the premises liquor or illegal drugs or consuming or using liquor or drugs during work hours and/or on District premises. (The District may require medical testing to determine cause.)
- Neglect of duty (i.e.; non-performance of reasonably assigned responsibilities).

- Negligent or willful damage to public property or waste of public supplies or equipment.
- Violation of any lawful or reasonable regulation or order given by a supervisor or Fire Chief.
- Willful violation of any of the provisions of the District's Administrative Bulletins.
- Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.
- Misappropriation of District funds or property.
- Unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by the Administrative Bulletins.
- Dishonesty or theft.
- Excessive or inexcusable absenteeism and/or tardiness.
- Sexual harassment including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, interfering with an individual's work performance, or creating an intimidating, hostile or an offensive working environment.

Reduction in salary shall not exceed five percent (5%) of the employee's base salary for a period of more than sixty (60) consecutive calendar days.

**15.2 Skelly Requirements.** Notice of Proposed Action (Skelly Notice). Before taking a disciplinary action to dismiss, suspend for more than five (5) work days (forty-eight (48) hours for employees on a fifty-six (56) hour work week), temporarily reduce the pay of or demote an employee, the District shall cause to be served personally or by certified mail on the employee, a Notice of Proposed Action, which shall contain the following:

- A statement of the action proposed to be taken.
- A copy of the charges, including the acts or omissions and grounds upon which the action is based.
- If it is claimed that the employee has violated a rule or regulation of the District, a copy of said rule shall be included with the notice.
- A statement that the employee may review and request copies of materials upon which the proposed action is based.
- A statement that the employee has seven (7) calendar days to respond to the District either orally or in writing.

**15.3 Employee Response.** The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond. Upon request of the employee and for good cause, the Fire Chief, or designee, may extend in writing the period to respond. If the employee's response is not filed within seven (7) days or during any extension, the right to respond is lost.



**15.4 Leave Pending Employee Response.** Pending response to a Notice of Proposed Action within the first seven (7) days or extension thereof, the District, for cause specified in writing, may place the employee on temporary leave of absence with pay.

**15.5 Procedure on Dismissal, Suspension or Disciplinary Demotion.** In any disciplinary action to dismiss, suspend or demote an employee in a position with the District, after having complied with the Skelly requirements where applicable, the District shall make an order in writing stating specifically the causes for the action.

- A. Service of Order: Said order of dismissal, suspension, or demotion shall be filed with the Fire Chief or his/her designee, showing by whom and the date a copy was served upon the employee to be dismissed, suspended or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U.S. Postal Service.
- B. Employee Appeals from Order: The employee may appeal an order of dismissal, suspension or demotion to the Fire Chief or through the procedures in Section 15, Grievance Procedure, of this MOU provided that such appeal is filed in writing with the District Personnel Chief within ten (10) calendar days after service of said order. An employee may not both appeal to the Fire Chief and file a grievance.

## **SECTION 16 - GRIEVANCE PROCEDURE**

**16.1 Definition and Procedural Steps.** A grievance is any dispute which involves the interpretation or application of any provision of this MOU (excluding, however, those provisions of this MOU which specifically provide that the decision of any District official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure) or disciplinary actions. The Union may represent the employee at any stage of the process. Grievances must be filed within fifteen (15) days of the incident or occurrence about which the employee claims to have a grievance and shall be processed in the following manner:

- A. Step 1. Any employee or group of employees who believes a provision of this MOU has been misinterpreted or misapplied to the employee's detriment shall discuss the complaint on an informal basis with the employee's appropriate Chief Officer who shall meet with the employee and respond to the grievance within five (5) duty shifts, or ten (10) workdays when a grievance is filed by employees assigned to a forty (40) hour work week, of a request to hold such a meeting.
- B. Step 2. If a grievance is not satisfactorily resolved in Step 1 above, the employee may submit the grievance in writing within five (5) calendar days to such management official, other than the Chief Officer who participated in Step 1 above, as the Fire Chief may designate, This formal written grievance shall state which provision of the MOU has been misinterpreted or misapplied, how the misinterpretation or misapplication has affected the employee to the employee's detriment, and the redress the employee seeks. A copy of each written communication on a grievance shall be filed with the Director of Human Resources. The designated management official shall have ten (10) workdays in which to respond to the grievance in writing.
- C. Step 3. If a grievance is not satisfactorily resolved in Step 2 above, the employee may appeal in writing within five (5) workdays to the Fire Chief. The Fire Chief shall have fifteen (15) workdays in which to investigate the merit of the complaint, meet with the employee

to attempt to settle the grievance, and respond in writing to the employee and the employee's Union representative.

- D. Step 4. No grievance may be processed under this Section which has not first been filed and investigated in accordance with Step 3, above and filed within five (5) calendar days of the written response of the Fire Chief. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this MOU, such grievance shall be submitted in writing within five (5) calendar days to the Fire Chief requesting that the grievance be submitted to an Adjustment Board. Such Adjustment Board is to be comprised of two (2) union representatives, no more than one (1) of whom shall be either an employee of the District or a member of the Union presenting this grievance, and two (2) representatives of the District, no more than one (1) of whom shall be an employee of the District or a member of the staff of an organization employed to represent the District in the meeting and conferring process. The Adjustment Board shall meet and render a decision within fifteen (15) calendar days of receipt of a written request.
- E. Step 5. If an Adjustment Board is unable to arrive at a majority decision, either the employee (or the District, when alleging a violation of Section 19 of the MOU) may require the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the employee and the Fire Chief. Such request shall be submitted within ten (10) calendar days of the rendering of the Adjustment Board decision to the Fire Chief (or the designated representative of the Union when the District is alleging a violation of Section 19 of the MOU). Within thirty (30) calendar days of the request for arbitration, the parties shall mutually select an arbitrator. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the employee and the District. Each party, however, shall bear the costs of its own presentation, including preparation and post-hearing briefs, if any.
- F. For the purposes of this Section the term "workday" shall be defined as any day except a Saturday, Sunday or holiday.

**16.2 Scope of Adjustment Board and Arbitration Decisions.** Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by law.

No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in Section 16.1(A) above.

Proposals to add to or change this MOU or to change written agreements supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this MOU nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this MOU or written agreements supplementary hereto or to establish any new terms or conditions of employment.

If the Fire Chief in pursuance of the procedures outlined in Section 16.1(C) above, or the Adjustment Board in pursuance of the provisions of Section 16.1(D) above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to

reinstatement with or without payment for lost time; but, in the event that the grievance is carried to arbitration and such employee is found to have been properly discharged under the provisions of Section 15 (Dismissal, Suspension, Demotion and Reduction in Salary) such employee may not be ordered reinstated and no penalty may be assessed upon the District.

**16.3 Time Limits.** The time limits and steps specified above may be waived by mutual agreement of the parties to the grievance. If the District fails to meet the time limits specified in Steps 1 through 3 above, the grievance will automatically move to the next step. If a grievant fails to meet the time limits specified in Steps 1 through 5 above, the grievance will be deemed to have been settled and withdrawn.

**16.4 Formal Presentation.** An Official, with whom a formal grievance is filed by a grievant who is included in a unit represented by the Union, but is not represented by the Union in the grievance, shall give the Union a copy of the formal presentation.

**16.5 Compensation Complaints.** All formal complaints involving or concerning the payment of compensation shall be initially filed in writing with the Fire Chief. Only complaints which allege that employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process, if not detailed in the MOU which results from such meeting and conferring process, shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustments shall be retroactive for more than six (6) months from the date upon which the complaint was filed. No change in this MOU or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the District and the Union.

**16.6 Board of Directors.** The Union may file a grievance at Step 3 on behalf of affected employees when action by the Board of Directors violates a provision of this MOU.

**16.7 Letters of Reprimand.** Letters of reprimand are subject to the grievance procedure but shall not be processed past Step 3. Letters of reprimand shall be served personally or by certified mail on the affected employee. A copy of the letter of reprimand shall be placed in the employee's official personnel file maintained by the District.

## **SECTION 17 - UNIFORM ALLOWANCE**

Effective June 1, 2013 the Uniform Allowance will be added to monthly salary.

The District shall provide each new hire the components of a Class A uniform listed below upon date of hire.

- Class A uniform coat
- Dress Hat
- Pants
- Hat Badge
- Belts

If an employee leaves the District within two (2) years of receiving a District provided Class A uniform through voluntary resignation or involuntary separation, that employee shall reimburse

the District for the cost of the Class A uniform components provided. Reimbursement will not be required for employees who separate from the District through layoff or retirement.

## **SECTION 18 - LABOR/MANAGEMENT COMMITTEE**

The District and Local 1230 will form a Labor/Management Committee to explore the following:

- Retirement system options (CalPERS);
- To review and discuss various cost containment alternatives for retiree medical.

## **SECTION 19 - RETIREMENT COVERAGE**

Effective July 1, 2013, the District's shall eliminate the subvention contributions it makes on behalf of employees. Additionally, employees shall be responsible for payment of the employee's contribution for the retirement cost of living program as determined by the Board of Retirement of the Contra Costa County Employee's Retirement Association without the District paying any part of the employee's share. The District will pay the remaining one-half (½) of the retirement cost-of-living program contribution.

For employees hired after January 1, 2013, the employee shall be responsible for paying fifty percent (50%) of the normal cost of the retirement benefit as determined by the Contra Costa County Employee's Retirement Association.

## **SECTION 20 - MINIMUM STAFFING**

**20.1 Minimum Suppression Staffing.** The minimum staffing level in the East Contra Costa Fire Protection District shall be as follows:

- Type 1 Apparatus – 3 personnel
- Ladder Truck – 3 personnel
- Squad – 2 personnel

Fire station staffing within the District may be reduced below the scheduled level in order to accommodate Fire District programs. Said level of staffing may be reduced by such events as the closure of a fire station. Should management of the District change its policy with regard to the minimum level of staffing, it will inform the Union of such proposed change(s) and meet and confer with the Union over the effect of such policy change(s) on workload and safety.

**20.2 Minimum Prevention Staffing.** Minimum staffing for fire prevention shall be approved by the Fire Marshal.

## **SECTION 21 - SHIFT/STATION BIDDING**

The East Contra Costa Fire Protection District reserves the right to assign personnel in any assignment (shift/station) considered to be in the best interest of the organization in terms of training, education, personal growth, career development, organizational need or compliance with the requirements of State and Federal laws for no more than six (6) months.

To participate in any bid system an employee must have completed firefighter probation.

The members are responsible for design and maintenance of the shift/station bidding procedures.

## **SECTION 22 - NO STRIKE**

During the term of this MOU, the Union, its members and representatives, agree that it and they will not engage in, authorize, sanction or support any strike, slowdown, refusal to perform customary duties, stoppage of work or sick-out against the District.

## **SECTION 23 - UNFAIR LABOR PRACTICE**

Either the District or the Union may file an unfair labor practice as defined in Chapter 3422 of Resolution 81/1165 against the other. Allegations of an unfair labor practice, if not resolved in discussions between the parties, may be heard by a mutually agreed upon impartial third party.

## **SECTION 24 - ADOPTION**

The provisions of this MOU shall be made applicable on the dates indicated and upon approval by the Board of Directors. Resolutions and Ordinances, where necessary, shall be prepared and adopted in order to implement these provisions. It is understood that where it is determined that an Ordinance is required to implement any of the foregoing provisions, said provisions shall become effective upon the first day of the month following thirty (30) days after such Ordinance is adopted.

## **SECTION 25 - SCOPE OF AGREEMENT & SEPARABILITY OF PROVISIONS**

**25.1 Scope of Agreement.** Except as otherwise specifically provided herein, this MOU represents the full and complete incorporation of those proposals which were considered and evaluated pursuant to the meet and confer process. This MOU constitutes the entire and sole agreement between the parties on any and all matters which were presented during the meet and confer process. If a proposal was made by either party and not incorporated within this Agreement, then it was considered and rejected.

The Union understands and agrees that the District is not obligated to meet and confer regarding wages, hours or conditions of employment during the term of this extended agreement, except as otherwise required by law.

**25.2 Separability of Provisions.** Should any section, clause or provision of this MOU be declared illegal, unlawful or unenforceable, by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU.

**25.3 Duration of Agreement.** This Agreement shall continue in full force and effect from July 1, 2020 to June 30, 2023.

This Memorandum of Understanding is entered into by the International Association of Fire Fighters, Local 1230 and the East Contra Costa Fire Protection District on **July 24, 2020**, and is executed on behalf of the parties by the following representatives:

**ECCFPD**


DocuSigned by:  
  
8ED4873223834A2...  
Jerri Kay-Phillips, District Negotiator


DocuSigned by:  
  
0C9580251ACC442...  
Brian Helmick, Fire Chief


DocuSigned by:  
  
68C4D8A35D8C450...  
Regina Rubier, Business Services Manager


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**IAFF, LOCAL 1230**

DocuSigned by:  
  
E32C020B080F487...  
Larry Menth, Local 1230 Negotiator

DocuSigned by:  
  
2EC1CE94E11E43C...  
Vincent Wells, Local 1230 President

DocuSigned by:  
  
2F83356C3DBA46C...  
Bob May, Local 1230 Representative

DocuSigned by:  
  
256DD408DF01429...  
Gil Guerrero, Local 1230 Representative