

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**  
**AND**  
**UNITED CHIEF OFFICERS ASSOCIATION**



**JULY 1, 2020 – JUNE 30, 2023**

**UNITED CHIEF OFFICERS ASSOCIATION**

**TABLE OF CONTENTS**

<b><u>SECTION 1</u></b>	<b><u>RECOGNITION</u></b>	
1.1	Association Recognition .....	4
1.2	Name .....	4
<b><u>SECTION 2</u></b>	<b><u>ASSOCIATION SECURITY</u></b>	
2.1	Dues Deduction .....	4
2.2	Association Dues Form.....	4
2.3	Maintenance of Membership.....	5
2.4	Withdrawal of Membership .....	5
2.5	Communicating With Employees .....	5
2.6	Use of District Buildings .....	6
2.7	Advance Notice.....	6
2.8	List of Employees with Dues Deduction.....	7
2.9	Assignment of Classes to Bargaining Units .....	7
2.10	Written Statement for New Employees .....	7
<b><u>SECTION 3</u></b>	<b><u>DISCRIMINATION PROHIBITED</u></b> .....	7
<b><u>SECTION 4</u></b>	<b><u>OFFICIAL REPRESENTATIVES</u></b>	
4.1	Attendance at Meetings .....	8
4.2	Association Representatives.....	9
<b><u>SECTION 5</u></b>	<b><u>SALARIES</u></b>	
5.1	Wages .....	9
5.2	Entrance Salary .....	9
5.3	Anniversary Dates .....	9
5.4	Increments Within Range .....	10
5.5	Part-Time Compensation .....	11
5.6	Compensation for Portion of Month .....	11
5.7	Position Reclassification .....	11
5.8	Salary Reallocation and Salary on Reallocation .....	11
5.9	Salary on Promotion .....	12
5.10	Salary on Involuntary Demotion.....	12
5.11	Salary on Voluntary Demotion .....	13
5.12	Acting in a Higher Class .....	13
5.13	Payment .....	13
5.14	Pay Warrant Errors .....	13
<b><u>SECTION 6</u></b>	<b><u>ADDITIONAL HOURS</u></b>	
6.1	Overtime Compensation .....	14
6.2	Annual Administrative Leave .....	15
<b><u>SECTION 7</u></b>	<b><u>ACTING BATTALION CHIEF ASSIGNMENTS</u></b> .....	15

<b><u>SECTION 8</u></b>	<b><u>ASSOCIATION NOTIFICATION</u></b> .....	15
<b><u>SECTION 9</u></b>	<b><u>HOLIDAYS</u></b>	
9.1	Holidays Observed .....	15
9.2	Forty (40) Hour Employees.....	16
9.3	Fifty-Six (56) Hour Employees.....	16
9.4	General Terms.....	16
9.5	Permanent Part-Time Employees.....	16
<b><u>SECTION 10</u></b>	<b><u>VACATION LEAVE</u></b>	
10.1	General Provisions .....	16
10.2	Vacation Accrual Rates .....	17
10.3	Accrual During Leave Without Pay .....	17
10.4	Pro-rated Accruals .....	17
10.5	Vacation Buy Back.....	17
10.6	Vacation Allowance for Separated Employees .....	18
10.7	Vacation Leave on Reemployment from a Layoff List.....	18
<b><u>SECTION 11</u></b>	<b><u>SICK LEAVE</u></b>	
11.1	Purpose .....	18
11.2	Credit Accrued and Charges Against Sick Leave .....	18
11.3	Policies Governing the Use of Paid Sick Leave .....	19
11.4	Prohibited Uses of Paid Sick Leave.....	22
11.5	Sick Leave Incentive Plan.....	22
<b><u>SECTION 12</u></b>	<b><u>NUMBER OF SHIFT BATALLION CHIEFS</u></b>	
	<b><u>OFF ON ELECTIVE LEAVE</u></b> .....	23
<b><u>SECTION 13</u></b>	<b><u>LEAVE OF ABSENCE</u></b>	
13.1	Leave Without Pay.....	23
13.2	General Administration – Leaves of Absence .....	23
13.3	Military Leave.....	24
13.4	Family Care Leave or Medical Leave .....	24
13.5	Certification.....	25
13.6	Intermittent Use of Leave.....	25
13.7	Aggregate Use for Parents .....	25
13.8	Definitions .....	25
13.9	Pregnancy Disability Leave.....	26
13.10	Group Health Plan Coverage.....	26
13.11	Leave Without Pay-Use of Accruals .....	27
13.12	Leave of Absence Replacement and Reinstatement .....	27
13.13	Reinstatement From Family Care/ Medical Leave .....	27
13.14	Salary Review While on Leave of Absence .....	28
13.15	Unauthorized Absence .....	28

**SECTION 14**

**HEALTH AND WELFARE, LIFE AND DENTAL CARE**

14.1	Health Plan .....	28
14.2	Contra Costa Health Plan (CCHP).....	28
14.3	CalPERS Health Plan Monthly Premium Subsidy.....	28
14.4	Dental Plan .....	29
14.5	District Dental Plan Premium Subsidy On and After 1/1/4 .....	29
14.6	Rate Information .....	31
14.7	Life Insurance Benefit Under Health and Dental Plans.....	31
14.8	Life Insurance Contribution.....	31
14.9	Premium Payments .....	31
14.10	Extended Coverage .....	32
14.11	Retirement Coverage.....	32
14.12	Dual Coverage.....	33
14.13	Management Life Insurance .....	33
14.14	PERS Long Term Care.....	34
14.15	Health Care Spending Account.....	34
14.16	Long-Term Disability Insurance .....	34
14.17	Dependent Care Assistance Program .....	34
14.18	Voluntary Vision Plan.....	34
14.19	Prevailing Section .....	34

**SECTION 15**

**PROBATIONARY PERIOD**

15.1	Duration .....	35
15.2	Classes with Changed Probationary Periods.....	35
15.3	Probationary Period Time .....	35
15.4	Rejection During Probation.....	35
15.5	Regular Appointment.....	36
15.6	Layoff During Probation .....	36
15.7	Rejection During Probation of Layoff Employee .....	37

**SECTION 16**

**PROMOTION**

16.1	Promotion .....	37
16.2	Promotion Policy.....	37
16.3	Promotion Via Reclassification Without Examination.....	37
16.4	Requirements for Promotional Standing .....	37
16.5	Seniority Credits .....	38
16.6	Physical Examination as Part of Promotional Examination.....	38

**SECTION 17**

**RESIGNATIONS**

17.1	Resignation in Good Standing .....	38
17.2	Constructive Resignation.....	38
17.3	Effective Resignation .....	39
17.4	Revocation.....	39
17.5	Coerced Resignations .....	39

<b><u>SECTION 18</u></b>	<b><u>DISMISSAL, SUSPENSION, DEMOTION AND REDUCTION IN SALARY</u></b>	
18.1	Cause for Dismissal, Suspension, Demotion and Reduction in Salary.....	40
18.2	Skelly Requirements.....	41
18.3	Leave Pending Employee Response.....	41
18.4	Suspensions Without Pay.....	41
18.5	Procedure on Dismissal, Suspension or Disciplinary Demotion..	41
<b><u>SECTION 19</u></b>	<b><u>MANAGEMENT COMPLAINT PROCEDURE</u></b>	
19.1	Management Complaint Procedure.....	42
19.2	Scope of Adjustment Board and Arbitration Decisions.....	44
19.3	Clarification on Time Limits of the Complaint Procedure.....	44
19.4	Representation Outside of Association.....	44
19.5	Compensation Complaints.....	45
19.6	No Strike.....	45
19.7	Merit Board.....	45
19.8	Complaint Filing.....	45
19.9	Letter of Reprimand.....	45
<b><u>SECTION 20</u></b>	<b><u>EMPLOYEE REPRESENTATION RIGHTS</u></b>	46
<b><u>SECTION 21</u></b>	<b><u>RETIREMENT CONTRIBUTION</u></b>	
21.1	Payment of Employee Contributions.....	46
21.2	Safety Employees Retirement.....	46
<b><u>SECTION 22</u></b>	<b><u>SAFETY</u></b>	47
<b><u>SECTION 23</u></b>	<b><u>MILEAGE</u></b>	48
<b><u>SECTION 24</u></b>	<b><u>UNIFORM ALLOWANCE</u></b>	48
<b><u>SECTION 25</u></b>	<b><u>CERTIFICATION REQUIREMENTS</u></b>	
25.1	Required Certifications.....	48
25.2	General Terms.....	48
<b><u>SECTION 26</u></b>	<b><u>OTHER TERMS OF EMPLOYMENT</u></b>	
26.1	Longevity Pay.....	49
26.2	Deferred Compensation Incentive.....	49
26.3	Training.....	50
26.4	Educational Incentive Program.....	50
26.5	Management Development Policy.....	51
26.6	Professional Development Reimbursement.....	51
26.7	Bilingual Pay Differential.....	51
26.8	Emergency Recall and Standby Differential.....	52
<b><u>SECTION 27</u></b>	<b><u>SPECIAL ASSIGNMENT PRE-APPROVAL</u></b>	52

<b><u>SECTION 28</u></b>	<b><u>DAYS AND HOURS OF WORK</u></b>	
28.1	Definitions .....	52
28.2	Designated Workweek and Work Schedules .....	53
28.3	Battalion Reassignments .....	53
28.4	Schedule Reassignments .....	53
28.5	Designation of Assignments .....	54
28.6	Time Reporting and Pay Practices Waiver .....	54
<b><u>SECTION 29</u></b>	<b><u>MAXIMUM CONTINUOUS WORK HOURS</u></b> .....	54
<b><u>SECTION 30</u></b>	<b><u>BATTALION CHIEF OPENINGS</u></b> .....	54
<b><u>SECTION 31</u></b>	<b><u>SERVICE AWARDS</u></b> .....	54
<b><u>SECTION 32</u></b>	<b><u>DEFINITIONS FOR SERVICE AWARDS AND VACATION ACCRUALS</u></b> .....	55
<b><u>SECTION 33</u></b>	<b><u>UNFAIR LABOR PRACTICE</u></b> .....	55
<b><u>SECTION 34</u></b>	<b><u>ADOPTION</u></b> .....	55
<b><u>SECTION 35</u></b>	<b><u>SCOPE OF AGREEMENT &amp; SEPARABILITY OF PROVISIONS</u></b>	
35.1	Scope of Agreement .....	55
35.2	Separability of Provisions .....	57
35.3	Personnel Management Regulations .....	57
35.4	Duration of Agreement.....	57

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CONTRA COSTA COUNTY  
FIRE PROTECTION DISTRICT  
AND  
UNITED CHIEF OFFICERS ASSOCIATION**

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Board of Supervisors Resolution 81/1165 and has been jointly prepared by the parties.

The Employee Relations Officer (County Administrator) is the representative of the Contra Costa County Board of Supervisors in its capacity as ex-officio Governing Board of the Contra Costa County Fire Protection District as provided in Board Resolution 81/1165.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in the Fire Management 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.

For the purposes of this Memorandum of Understanding, Fire Protection District UCOA Personnel Bulletins on the subject of Time Off to Vote (4), Sick Leave (2), Smoking (24), Violence in the Workplace (23), Address & Telephone Numbers (33), Political Activities (32), Sexual Harassment (31), Driver's License (35), and Facilities, Vehicles & Equipment (34) are incorporated by reference to this Memorandum of Understanding and are made a part hereof as if fully set forth herein.

This Memorandum of Understanding shall be presented to the Contra Costa County Board of Supervisors in its capacity as ex-officio Governing Board of the Contra Costa County Fire Protection District as the joint recommendation of the undersigned for terms and conditions of employment for the term set forth herein.

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

## **DEFINITIONS**

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### **DEFINITIONS**

- A. Appointing Authority: Fire Chief unless otherwise provided by statute or ordinance.
- B. Association: The United Chief Officers Association of the Contra Costa County Fire Protection District (UCOA).
- C. Board: Board of Supervisors in its various capacities.
- D. 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.
- E. Class Title: the designation given to a class, to each position allocated to the class, and to the employees allocated to the class.
- F. County: Contra Costa County.
- G. 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 except as provided for under "Transfer" or as otherwise provided for in this Memorandum of Understanding or in the Personnel Management Regulations.
- H. District: Contra Costa County Fire Protection District.
- I. Director of Human Resources: the person designated by the County Administrator to serve as the Assistant County Administrator-Director of Human Resources.
- J. Eligible: any person whose name is on an employment or reemployment or layoff list for a given class.
- K. Employee: a person who is an incumbent of a position or who is on leave of absence in accordance with provisions of this Memorandum of Understanding and whose position is held pending the employee's return.
- L. Employment List: a list of persons, who have been found qualified for employment in a specific class.
- M. Layoff List: means a list of persons who have occupied positions allocated to a class in the Merit System and who have been involuntarily separated by layoff or displacement; or demoted by displacement; or have voluntarily demoted in lieu of layoff or displacement; or have transferred in lieu of layoff or displacement.



- N. Merit System: the Contra Costa County Merit System.
- O. Permanent-Intermittent Position: any position which requires the services of an incumbent for an indefinite period but on an irregularly scheduled, less than full-time basis.
- P. Permanent Part-Time Position: any position which will require the services of an incumbent for an indefinite period but on a regularly scheduled, less than full-time basis.
- Q. Personnel: the same as employee.
- R. Permanent Position: any position which has required, or which will require the services of an incumbent without interruption, for an indefinite period.
- S. Project Employee: an employee who is engaged in a time-limited program or service by reason of limited or restricted funding. Such positions are typically funded from outside sources but may be funded from District revenues.
- T. 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, except as provided for under "Transfer" or as otherwise provided for in this Memorandum of Understanding or in the Personnel Management Regulations.
- U. Position: the assigned duties and responsibilities calling for the regular full-time, part-time or intermittent employment of a person.
- V. Reallocation: the act of reassigning an individual position from one class to another class at the same range of the salary schedule or to a class which is allocated to another range that is within five (5) percent of the top step, except as otherwise provided for in the Personnel Management Regulations or other ordinances.
- W. Reclassification: the act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the kind, difficulty or responsibility of duties performed in such position.
- X. Reemployment List: a list of persons, who have occupied positions allocated to any class in the merit system and, who have voluntarily separated and are qualified for consideration for reappointment under the Personnel Management Regulations governing reemployment.
- Y. Resignation: the voluntary termination of permanent employment with the District.

## **SECTION 1 – RECOGNITION**

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- Z. **Transfer:** the change of an employee who has permanent status in a position to another position in the same class in a different department, or to another position in a class which is allocated to a range on the salary plan that is within five (5) percent at top step as the class previously occupied by the employee.

### **SECTION 1 – RECOGNITION**

**1.1 Association Recognition.** The Association is the formally recognized employee organization for the Fire Management Unit and such organization has been certified as such pursuant to Chapter 34-12 of Board of Supervisors' Resolution 81/1165 by Board Order dated December 1, 1998. Represented classes in this unit are:

Battalion Chief (RPHA, RPHE), and  
Chief, Fire Emergency Medical Services (RPHD)

**1.2 Name.** The United Chief Officers Association of the Contra Costa County Fire Protection District shall at times be referred to herein as "Association".

### **SECTION 2 - ASSOCIATION SECURITY**

**2.1 Dues Deduction.** Pursuant to Resolution 81/1165 Chapter 34-26 only a majority representative may have dues deduction and as such the Association has the exclusive privilege of dues deduction for all members in its unit.

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 Association unless such authorization is canceled in writing by the employee in accordance with the provisions set forth in Section 2.4 – Withdrawal of Membership. The dues deduction shall be for a specified amount and uniform between members of the Association. The Association 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. The Association shall refund to the District any amounts paid to it in error upon the presentation of supporting evidence.

**2.2 Association Dues Form.** Employees hired in classifications assigned to the unit represented by the Association shall, as a condition of employment at the time of employment, complete an Association dues authorization card provided by the Association and shall have deducted from their paychecks the membership dues of the Association. Said employees shall have thirty (30) days from the date of hire to decide if they do not want to become a member of the Association.

Such decision not to become a member of the Association must be made in writing to the Auditor-Controller with a copy to the Labor Relations Service Unit

## **SECTION 2 - ASSOCIATION SECURITY**

within said thirty (30) day period. If the employee decides not to become a member of the Association, any Association dues previously deducted from the employee's paycheck during that thirty (30) day period shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to the Association. If the employee does not notify the County in writing of the decision not to become a member within the thirty (30) day period, the employee shall be deemed to have voluntarily agreed to pay the dues of the Association. Each such dues authorization form referenced above shall include a statement that the Association and the District have entered into a Memorandum of Understanding, that the employee is required to authorize payroll deductions of Association dues as a condition of employment, and that such authorization may be revoked within the first thirty (30) days of employment upon proper written notice by the employee within said thirty (30) day period as set forth above. Each such employee shall, upon written completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of the employee's right to revoke said authorization.

**2.3 Maintenance of Membership.** All employees in the unit represented by the Association who are currently paying dues to the Association and all employees in such units who hereafter become members of the Association shall, as a condition of continued employment, pay dues to the Association for the duration of this Memorandum of Understanding and each year thereafter so long as the Association continues to represent the position to which the employee is assigned, unless the employee has exercised the option to cease paying dues in accordance with Section 2.4.

**2.4 Withdrawal of Membership.** By notifying the Auditor-Controller's Department in writing, between May 1 to May 31 of any year, any employee may withdraw from Association membership and discontinue paying dues as of the payroll period commencing June 1st, and reflected in the July 10th paycheck. Immediately upon the close of the above-mentioned thirty (30) day period, the Auditor-Controller shall submit to the Association a list of the employees who have rescinded their authorization for dues deduction.

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

Representatives of the Association, not on District time, shall be permitted to place a supply of employee literature at specific locations in District buildings if arranged through the Employee Relations Officer; 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.

## **SECTION 2 - ASSOCIATION SECURITY**

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The Association 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 an Association officer on a matter within the scope or 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(s) and the visit will not interfere with the District services.

**2.6 Use of District Buildings.** The Association 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 Association 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.

The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Association 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 whiteboards) is strictly prohibited, even though it may be present in the meeting area.

**2.7 Advance Notice.** The Association 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.

## **SECTION 3 – DISCRIMINATION PROHIBITED**

In cases of emergency when the Board, or boards and commissions designated by the Board, determines it must act immediately without such notice or meeting it shall give notice and opportunity to meet as soon as practical after its action.

**2.8 List of Employees with Dues Deduction.** The District shall provide the Association with a monthly list of employees who are paying dues to the Association and a monthly list of employees who are paying health and welfare deductions to the Association.

**2.9 Assignment of Classes to Bargaining Units.** The Labor Relations Manager shall assign new classes in accordance with the following procedure:

- a. Initial Determination: When a new class title is established, the Labor Relations Manager 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 Labor Relations Manager's determination is final unless within ten (10) days after notification a recognized employee organization requests in writing to meet and confer thereon.
- c. Meet and Confer and other Steps: The Labor Relations Manager shall meet and confer with such requesting organizations (and with other recognized employee organizations where appropriate) to seek agreement on this matter within sixty (60) days after the ten-day period in subsection (b), unless otherwise mutually agreed. Thereafter, the procedures in cases of agreement and disagreement, arbitration referral and expenses, and criteria for determination shall conform to those in Subsections (d) through (i) of Section 34-12.008 of Resolution 81/1165.

**2.10 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 Association, that the employee's classification is represented by the Association and the name of a representative of the Association. The County will provide the employee with a packet of information, which has been supplied by the Association and approved by the County.

## **SECTION 3 – DISCRIMINATION PROHIBITED**

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation or union activities against any employee or applicant for employment by the County or by anyone employed by the County; 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 disabled person solely because of such disability unless that disability prevents

## **SECTION 4 - OFFICIAL REPRESENTATIVES**

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the person from meeting the minimum standards established for that position or from carrying out the duties of the position safely.

The District and the Association recognize that the District has an obligation in accordance with the Americans with Disabilities Act (ADA) to reasonably accommodate disabled employees. If by reason of the aforesaid requirement the District contemplates actions to provide reasonable accommodation to an individual employee to comply with the ADA which are in conflict with any provision of this MOU, the Association will be advised of such proposed accommodation. Upon request, the District will meet and confer with the Association on the impact of such accommodation. If the District and the Association do not reach agreement, the District may implement the accommodation without further negotiations.

Nothing in this MOU shall preclude the District from taking actions necessary to comply with the requirements of the ADA or of any other State or Federal law governing discrimination, wages or hours. Subject to this provision, the Association may file a management complaint regarding any action by the District under this Section alleged by the Association and the employee(s) as a violation of the MOU.

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

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

- A. if their attendance is required by the District or County 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 meeting required for settlement of complaints filed pursuant to Section 19 - Management Complaint Procedure, of this Memorandum;
- 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 complaint;
- E. if they are designated as spokesperson or representative of the Association 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 and the District or County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required;

F. if their attendance does not conflict with Fire District emergency operations.

**4.2 Association Representatives.** Official representatives of the United Chief Officers Association shall be allowed time off on District time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Labor Relations Manager 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**

**5.1 Wages.** The wages for all classifications will be as shown in Attachment A – Class and Salary Listing.

- A. Effective the first of the month following adoption by the Board of Directors of the Contra Costa County Fire Protection District or July 1, 2020, whichever is later, the base rate of pay for all classifications represented by the Association will be increased by five percent (5.0%).
- B. Effective on July 1, 2021, the base rate of pay for all classifications represented by the Association will be increased by five percent (5.0%).
- C. Effective on July 1, 2022, the base rate of pay for all classifications represented by the Association will be increased by five percent (5.0%).

**5.2 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 appointing authority may fill a particular position at a step above the minimum of the range.

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

- A. New Employees. The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) months service provided however, if an employee began work on the first regularly scheduled workday of the month the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.
- B. Promotions. The anniversary date of a promoted employee is determined as for a new employee in Subsection 5.3.A above.

## **SECTION 5 - SALARIES**

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- C. Transfer, Reallocation and Reclassification. The anniversary date of an employee who is transferred to another position or one whose position has been reallocated or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.
- D. Reemployments. The anniversary of an employee 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 and who then successfully completes the required probationary period.
- E. Notwithstanding other provisions of this Section 5, the anniversary of an employee who is appointed to a classified position from outside the County's merit system at a rate above the minimum salary for the employee's new class, or who is transferred from another governmental entity to this County's merit system, is one (1) year from the first day of the calendar month after the calendar month when the employee was appointed or transferred; provided however, when the appointment or transfer is effective on the employee's first regularly scheduled work day of that month, his/her anniversary is one (1) year after the first calendar day of that month.
- F. Performance Evaluation. A performance evaluation is required annually on or about an employee's anniversary date.

**5.4 Increments Within Range.** The performance of each employee, except those of employees already at the maximum salary step of the appropriate salary range, shall be reviewed on the anniversary date as set forth in Section 5.3 – Anniversary Dates to determine whether the salary of the employee shall be advanced to the next higher step in the salary range. Advancement shall be granted on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend denial of the increment or denial subject to one additional review at some specified date before the next anniversary which must be set at the time the original report is returned.

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 an appointing authority recommends denial of the within range increment on some particular anniversary date, but recommends a special salary review, the special salary review shall not affect the regular salary review on the next anniversary date.

Nothing herein shall be construed to make the granting of increments mandatory on the District. If the District verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an



employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

**5.5 Part-Time Compensation.** A part-time employee shall be paid a monthly salary in the same ratio to the full-time monthly rate to which the employee would be entitled as a full-time employee under the provisions of this Section 5 as the number of hours per week in the employee's part-time work schedule bears to the number of hours in the full-time work schedule of the District.

**5.6 Compensation for Portion of Month.** Any employee who works less than any full calendar month, except when on earned vacation, authorized sick leave, or other authorized paid leave shall receive as compensation for services an amount which is in the same ratio to the established monthly rate as the number of days worked is to the actual working days in such employee's normal work schedule for the particular month; but if the employment is intermittent, compensation shall be on an hourly basis.

**5.7 Position Reclassification.** An employee who is an incumbent of a position which is reclassified to a class which is allocated to the same range of the basic salary schedule as is the class of the position before it was reclassified, shall be paid at the same step of the range as the employee received under the previous classification.

An incumbent of a position which is reclassified to a class which is allocated to a lower range of the basic salary schedule shall continue to receive the same salary as before the reclassification, but if such salary is greater than the maximum of the range of the class to which the position has been reclassified, the salary of the incumbent shall be reduced to a maximum salary for the new classification. The salary of an incumbent of a position which is reclassified to a class which is allocated to a range of the basic salary schedule greater than the range of the class of the position before it was reclassified shall be governed by the provisions of Section 5.9 Salary on Promotion.

**5.8 Salary Reallocation and Salary on Reallocation.**

- A. In a general salary increase or decrease, an employee in a class which is reallocated to a salary range above or below that to which it was previously allocated, when the number of steps remain the same, shall be compensated at the same step in the new salary range the employee was receiving in the range to which the class was previously allocated. If the reallocation is from one salary range with more steps to a range with fewer steps or vice versa, the employee shall be compensated at the step on the new range which is in the same percentage ratio to the top step of the new range as was the salary received before reallocated to the top step of the old range, but in no case shall any employee be compensated at less than the first step of the range to which the class is allocated.
- B. In the event that a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule,

## **SECTION 5 - SALARIES**

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apart from the general salary increase or decrease described in Section 5.8.A above, each incumbent of a position in the reallocated class shall be placed upon the step of the new range which equals the rate of pay received before the reallocation. In the event that the steps in the new range do not contain the same rates as the old range which is next above the salary rate received in the old range, or if the new range does not contain a higher step, at the step which is next lower than the salary received in the old range.

- C. In the event an employee is in a position which is reallocated to a different class which is allocated to a salary range the same as above or below the salary range of the employee's previous class, the incumbent shall be placed at the step in the new class which equals the rate of pay received before reallocation. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the incumbent shall be placed at the step which is next lower than the salary received in the old range.

**5.9 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, except as provided under Section 5.12 – Acting in a Higher Class, shall receive the salary in the new salary range which is next higher than the rate received before the promotion.

In the event this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided however that the next step shall not exceed the maximum salary for the higher class.

In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in that class unless such step results in a decrease in which case the employee is appointed to the next higher step. If however, the employee is being appointed into a class allocated to a higher salary range than the class from which the employee was laid off, the salary will be calculated from the highest step the employee achieved prior to layoff, or from the employee's current step, whichever is higher.

**5.10 Salary on Involuntary Demotion.** Any employee who is demoted, except as provided under Section 5.12 – Acting in a Higher Class, shall have their 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. In the event this decrease is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is five percent (5%) less than the next lower step; provided, however, that the next step shall not be less than the minimum salary of the lower class.

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.

**5.11 Salary on Voluntary Demotion.** Whenever any employee voluntarily demotes to a position in a class having a salary schedule lower than that of the class from which the employee demotes, the employee's salary shall remain the same if the steps in the employee's new (demoted) salary range permit, and if not, the new salary shall be set at the step next below former salary.

**5.12 Acting in a Higher Class.** When an employee is required to work in a higher paid classification, the employee shall receive the higher compensation for such work, pursuant to the County Salary Regulations, plus any differentials and incentives the employee would have received in the employee's regular position. The higher pay entitlement shall begin on the employee's forty-first (41<sup>st</sup>) consecutive hour in the assignment, for forty (40) hour employees and the fifty-seventh (57<sup>th</sup>) consecutive hour in the assignment, for fifty-six (56) hour employees.

**5.13 Payment.** On the tenth (10th) 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; provided, however, that each employee (except those paid on an hourly rate) may choose to receive an advance on the employee's monthly salary, in which case the Auditor shall, on the twenty-fifth (25th) day of each month, draw a warrant upon the Treasury in favor of such employee.

The advance shall be in an amount equal to one-third (1/3) or less at the option of the employee, of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions.

The election to receive an advance shall be made on or before April 30 or October 31 of each year or during the first month of employment by filing on forms prepared by the Auditor-Controller a notice of election to receive salary advance.

Each election shall become effective on the first day of the month following the deadline for filing the notice and shall remain effective until revoked.

In the case of an election made pursuant to this Section 5.13 all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

**5.14 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

## **SECTION 6 – ADDITIONAL HOURS**

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result of a mistake by the Auditor-Controller's Department, it is the policy of the Auditor-Controller's Department 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 Department is made aware of and verifies that the pay warrant is in error. If the pay warrant error has occurred as a result of a mistake by an employee (e.g. payroll clerk) other than the employee who is receiving the pay, the error will be corrected as soon as possible from the time the department is made aware that pay warrant is in error.

Pay errors in employee pay shall be corrected as soon as possible as to current pay rate but no recovery of either overpayments or underpayments to an employee shall be made retroactively except for the six (6) month period immediately preceding discovery of the pay error. This provision shall apply regardless of whether the error was made by the employee, the appointing authority or designee, the Director of Human Resources or designee, or the Auditor-Controller or designee. Recovery of fraudulently accrued over or underpayments are excluded from this section for both parties.

When the County notifies an employee of an overpayment and proposed repayment schedule, the employee may accept the proposed repayment schedule or may request a meeting through the County Human Resources Department. If requested, a meeting shall be held to determine a repayment schedule which shall be no longer than three times (3) the length of time the overpayment occurred.

## **SECTION 6 – ADDITIONAL HOURS**

**6.1 Overtime Compensation.** Effective upon ratification, overtime will be paid at the rate of one and one-half (1 ½) times the Battalion Chief (RPHA) base rate of pay (not including shift and other special differentials). Overtime shall only be paid in the following situations:

- A. When a Battalion Chief (RPHA, RPHE) replaces an absent Shift Battalion Chief, provided there is a shift vacancy in a Battalion Chief position and overtime recall is required to maintain staffing levels;
- B. When a represented member is assigned during any of the following circumstances:
  - A. Any incident lasting more than 24 hours within the Operational Area.
  - B. Mutual aid responses outside of the Operational Area where the California Fire Assistance Agreement or other reimbursement mechanism normally applies. Trainee assignments that are self-initiated and not reimbursable to the District shall not be compensated.
  - C. At the Fire Chief's discretion for anticipated weather events, high fire danger, increased overhead support for planned events, district

## **SECTION 7 – ACTING BATTALION CHIEF ASSIGNMENTS**

operations center staffing, or special project work.

The decision to provide or not provide overtime compensation is fully vested in the Fire Chief, whose decision shall be final and not subject to Section 19 – Management Complaint Procedure or other procedures for appeal, either within the County or externally.

**6.2 Annual Administrative Leave.** Each January 1, employees on a forty (40) hour schedule and fifty-six (56) hour shift employees shall be credited with fifty-five (55) and seventy-seven (77) hours, respectively, of paid administrative leave. This leave time is non-accruable and all balances will be zeroed-out effective December 31, each year. Permanent part-time employees and employees hired after January 1 shall have such leave prorated based upon position hours.

This administrative leave is provided in recognition of those situations outside Section 6.1 above when Chief Officers are expected to work additional hours without receiving overtime pay, such as when responding to emergencies, attending various meetings and working on programs.

## **SECTION 7 – ACTING BATTALION CHIEF ASSIGNMENTS**

Notwithstanding Section 6.1 – Overtime Compensation, except as otherwise provided in this MOU, the Fire Chief retains the right to make Acting Battalion Chief assignments at his sole discretion.

Acting Battalion Chief assignments shall not be made as alternatives to Merit System Promotions.

## **SECTION 8 – ASSOCIATION NOTIFICATION**

When it appears to the Fire Chief and/or Labor Relations Manager that the Board of Supervisors may take action which will result in the layoff of employees represented by the Association, the Labor Relations Manager shall notify the Association of the possibility of such layoffs and shall meet and confer with it regarding the implementation of the action. The District agrees to give employees fourteen (14) calendar days notice of layoff except in case of emergency.

## **SECTION 9 – HOLIDAYS**

### **9.1 Holidays Observed.**

The District will observe the following holidays:

January 1st, known as New Years Day

## **SECTION 10 - VACATION LEAVE**

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Third Monday in January, known as Dr. Martin Luther King Jr. Day  
Third Monday in February, known as Presidents' Day  
The last Monday in May, known as Memorial Day  
July 4th, known as Independence Day  
First Monday in September, known as Labor Day  
November 11th, known as Veteran's Day  
Fourth Thursday in November, known as Thanksgiving Day  
The Friday after Thanksgiving Day  
December 25th, known as Christmas Day

Such other days as the Board of Supervisors may, by resolution, designate as holidays.

**9.2 Forty (40) Hour Employees.** In observance of holidays, forty (40) hour employees:

1. Observe the ten (10) holidays listed in Section 9.1 above; and
2. Accrue two (2) hours of personal holiday credit per month, up to a maximum accrual of forty (40) hours.

If any holiday listed in Section 9.1 above falls on a Saturday, it shall be celebrated on the preceding Friday. If any holiday listed above falls on a Sunday, it shall be celebrated on the following Monday.

**9.3 Fifty-Six (56) Hour Employees.** In observance of holidays, fifty-six (56) hour employees accrue four (4) hours of personal holiday credit per month, up to a maximum accrual of eighty (80) hours.

**9.4 General Terms.** Personal holiday time may be taken in increments of one (1) minute. On separation from District service, an employee shall be paid for any unused personal holiday credits at the employee's then current pay rate. When moving between 40 and 56 hour schedules, accrual rates and balances will be converted.

**9.5 Permanent Part-Time Employees.** Permanent part-time employees shall receive personal holiday credit on a prorated basis and up to a maximum accrual of forty (40) hours.

## **SECTION 10 - VACATION LEAVE**

**10.1 General Provisions.** Employees in permanent positions are entitled to vacation with pay. Accrual is based upon straight time hours of working time per calendar month of service and begins on the date of appointment to a permanent position. Increased accruals begin on the first of the month following the month in which the employee qualifies. Accrual 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 credits may be taken in one (1) minute

## SECTION 10 - VACATION LEAVE

increments and may not be rounded. Vacation credits may not be taken during the first six (6) months of employment – except where sick leave has been exhausted; and none shall be allowed in excess of actual accrual at the time the vacation is taken.

**10.2 Vacation Accrual Rates.** The rates at which employees accrue vacation credits and the maximum accumulations thereof are as follows:

### 40 Hour Employees

<u>Length of Service Completed</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
Under 11 years	10	240
11 years	10 <sup>2</sup> / <sub>3</sub>	256
12 years	11 <sup>1</sup> / <sub>3</sub>	272
13 years	12	288
14 years	12 <sup>2</sup> / <sub>3</sub>	304
15 through 19 years	13 <sup>1</sup> / <sub>3</sub>	320
20 through 24 years	16 <sup>2</sup> / <sub>3</sub>	400
25 through 29 years	20	480
30 years and up	23 <sup>1</sup> / <sub>3</sub>	560

### 56 Hour Shift Employees

<u>Length of Service Completed</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
Under 11 years	14	336
11 years	16	384
13 years	17	408
14 years	18	432
15 through 19 years	19	456
20 through 24 years	24	576
25 through 29 years	28	672
30 years and up	33	792

**10.3 Accrual During Leave Without Pay.** No employee who has been granted a leave without pay or unpaid military leave shall accrue any vacation credit during the time of such leave, nor shall an employee who is absent without pay accrue vacation credit during the absence.

**10.4 Pro-rated Accruals.** Employees in permanent part-time and permanent-intermittent positions shall accrue vacation benefits on a prorated basis.

### **10.5 Vacation Buy Back.**

A. Employees may choose reimbursement for up to one-third (<sup>1</sup>/<sub>3</sub>) of their annual vacation accrual, subject to the following conditions:

## **SECTION 11 – SICK LEAVE**

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- (1) the choice can be made only once in each calendar year;
  - (2) payment shall be based on an hourly rate determined by dividing the employee's monthly salary by 173.3333 (242.6666 for employees working a 56 hour schedule);
  - (3) the maximum number of hours that may be reimbursed in any year is one-third ( $\frac{1}{3}$ ) of the annual accrual.
- B. In those instances where a lump-sum payment has been made to employees in lieu of a retroactive general salary adjustment for a portion of the calendar year, which is subsequent to exercise by an employee of the buy-back provision herein, that employee's vacation buy-back shall be adjusted to reflect the percentage difference in base pay rates upon which the lump-sum payment was computed – provided that the period covered by the lump-sum payment was inclusive of the effective date of the vacation buy-back.
- C. Employees promoted or hired by the County into any classification represented by UCOA on and after April 1, 2012, are not eligible for the Vacation Buy-Back benefit. However, any employee who was eligible for a Vacation Buy-Back benefit before promoting into a classification represented by UCOA will retain that benefit after promoting into a classification represented by UCOA.

**10.6 Vacation Allowance for Separated Employees.** On separation from District service, an employee shall be paid for any unused vacation credits at the employee's then current pay rate.

**10.7 Vacation Leave on Reemployment from a Layoff List.** Employees with six (6) months or more service in a permanent position prior to their layoff, 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. The appointing authority or designee will advise the Auditor-Controller's Payroll Unit in each case where such vacation is authorized so that appropriate Payroll system override actions can be taken.

## **SECTION 11 – SICK LEAVE**

**11.1 Purpose.** The primary purpose of paid sick leave is to insure employees against loss of pay for temporary absences from work due to illness or injury. Sick leave is a benefit for use in situations within the scope of sick leave policies and may not be used for vacation or personal activities.

**11.2 Credit Accrued and Charges Against Sick Leave.** Sick leave credits accrue at the following rates:

1. Shift Personnel Accruals (56-hour week). Sick leave shall be accrued at the rate of twelve (12) hours for each completed month of service.



2. Day Personnel Accruals (40 hour week). Sick leave shall be accrued at the rate of eight (8) hours for each completed month of service.
3. General Terms
  - a. Unused sick leave credits accumulate without limit.
  - b. Credits to and charges against sick leave shall be made in minimum amounts of one (1) minute increments and may not be rounded.
  - c. When an employee is separated other than through retirement, accumulated sick leave credits shall be canceled, unless the separation results from layoff, in which case the accumulated credits shall be restored if employee is re-employed in a permanent position within the period of the individual's layoff eligibility.
  - d. As of the date of retirement, an employee's accumulated sick leave is converted to retirement time on the basis of one day of retirement service credit for each day of accumulated sick leave credit according to the policies and regulations of the Retirement Office.

**11.3 Policies Governing the Use of Paid Sick Leave.**

- A. Definition of Immediate Family. For the purposes of Section 11, immediate family shall be restricted to the spouse, domestic partner, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, niece, nephew, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, stepbrother, stepsister, foster children, aunt, uncle, or cousin of an employee and/or any other person for whom the employee is the legal guardian or conservator or any person who is claimed as "dependent" for IRS purposes by the employee.
- B. Accumulated paid sick leave credits may be used by an employee in pay status in the following instances:
  1. Temporary Illness or Injury of an Employee. An employee may use paid sick leave credits when off work because of a temporary illness or injury.

If an employee does not apply for sick leave and the appointing authority believes that the employee is not able to properly perform regularly assigned work or that the general health of the employee is impaired due to disability, the employee may be required to undergo a physical examination by a physician selected by the Fire

## **SECTION 11 – SICK LEAVE**

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Chief or the Chief's designated representative, the cost of such examination to be borne by the District. Based upon the medical report, a mandatory sick leave may be imposed upon the employee for the duration of the temporary disability.

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 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.
3. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
4. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below.
  - a. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate. The District retains the right to a medical review of all requests for such leave.

## ***SECTION 11 – SICK LEAVE***

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- b. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform work or that the employee's general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom, the employee shall be required to undergo a physical examination by a physician selected by the District, the cost of which shall be borne by the District. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
  - c. If all accrued sick leave has been utilized by the employee, the employee shall be considered on an approved leave without pay unless the employee chooses to use vacation or other non-sick leave accruals.
  - d. **Baby/Child Bonding.** To bond with the employee's newborn or placement of a child in an employee's family through adoption or foster care, an employee eligible for baby/child bonding leave pursuant to the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) may use sick leave credits for such baby/child bonding leave.
5. Medical and Dental Appointments. An employee may use paid sick leave credits:
- a. For working time used in keeping medical and dental appointments for the employee's own care;
  - b. For working time used for prescheduled medical and dental appointments for an immediate family member.
  - c. Employees are responsible to schedule personal and family medical and dental appointments to avoid conflicts with scheduled workdays as much as possible consistent with medical necessity.
  - d. Employees are responsible to notify the District when they have a scheduled medical or dental appointment on a duty day. In any emergency situation, the appropriate supervisor must be contacted immediately.
6. Emergency Care of Family. An employee may use paid sick leave credits for working time used (1) to personally care for an ill or injured immediate family member if there is a real need for someone to render care, no one else is available therefore, and alternative arrangements for the care of the ill or injured person are immediately undertaken; or (2) to be present at the bedside of a seriously ill or injured immediate family member; or (3) to transport

## **SECTION 11 – SICK LEAVE**

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an ill or injured immediate family member to receive medical care if no one else is available to provide transportation. However, the time so charged shall not exceed one shift for 56-hour week employees and two days for 40-hour week employees. This time period limit may be extended at the discretion of the Fire Chief.

7. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner; this shall not exceed three (3) consecutive 24-hour shifts or five (5) consecutive 8-hour working days without the Fire Chief's approval.

**11.4 Prohibited Uses of Paid Sick Leave.** Accumulated sick leave credits may not be used in the following situations:

1. Self-inflicted Injury. Paid sick leave credits may not be used for time off work for an employee's illness or injury when proven to be purposely self-inflicted or caused by employee's willful misconduct.
2. Vacation. Paid sick leave credits may not be used for employee's illness or injury which occurs while on vacation. However, when extenuating circumstances exist, the Fire Chief may authorize sick leave in place of vacation.
3. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status, i.e., leave of absence, suspension, etc.

**11.5 Sick Leave Incentive Plan.** Employees shall be eligible for payoff of unused sick leave accruals at separation. This program is an incentive for employees to safeguard sick leave accruals as protection against wage loss due to time lost for injury or illness. Payoff must be approved by the Director of Human Resources and can be awarded only under the following conditions:

- a. The employee must have resigned in good standing
- b. Payout is not available if the employee is eligible to retire
- c. The balance of sick leave at resignation must be at least seventy percent (70%) of accruals earned in the preceding continuous period of employment, excluding any sick leave use covered by the Family and Medical Leave Act, the California Family Rights Act, or the California Pregnancy Disability Act.
- d. Payout shall be under the following schedule:

**SECTION 12 – NUMBER OF SHIFT BATTALION CHIEFS OFF ON ELECTIVE LEAVE**

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<u>Years of Permanent Continuous Completed Service</u>	<u>Percent of Unused Sick Leave Paid</u>
3-5 years	30%
5-7 years	40%
7 plus years	50%

- e. No payoff shall be made pursuant to this section unless the Contra Costa County Employees' Retirement Association has certified that an employee requesting a sick leave payoff has terminated membership in and has withdrawn his or her contributions from the Retirement Association.
- f. It is the intent of the Board of Supervisors that payments pursuant to this section shall preclude County retirement benefits resulting from employment by the County or Districts governed by the Board.

**SECTION 12 – NUMBER OF SHIFT BATTALION CHIEFS OFF ON ELECTIVE LEAVE**

Only one (1) shift Battalion Chief shall be permitted to take time off on vacation, administrative leave or personal holiday leave per shift at one time provided, however, that the Fire Chief, at his sole discretion, may approve more than one (1) shift Battalion Chief off per shift at one time.

**SECTION 13 - LEAVE OF ABSENCE**

**13.1 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 under the Pregnancy Disability Leave Act, Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA) shall be granted in accordance with applicable state and federal law.

**13.2 General Administration - Leaves of Absence.** Requests for leave without pay shall be made in writing and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return.

- A. Leave without pay may be granted for any of the following reasons:
  - 1. Employee's own illness, disability, or serious health condition;
  - 2. pregnancy or pregnancy disability;
  - 3. family care for family members as defined in Section 13.8;
  - 4. to take a course of study such as will increase the employee's usefulness on return to the position;
  - 5. for other reasons or circumstances acceptable to the appointing authority.

## **SECTION 13 - LEAVE OF ABSENCE**

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- B. An employee must request a leave of absence 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 of the need for leave as soon as possible and practical.
- C. A leave without pay may 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.
- D. Nevertheless, a leave of absence for the employee's serious health condition or for Family and Medical Leave Act (FMLA), and/or California Family Rights Act (CFRA) shall be granted to an employee who so requests it for up to twelve (12) weeks in a rolling twelve (12) month period in accordance with Section 13.4 below.
- E. Whenever an employee who has been granted a leave without any pay desires to return before the expiration of such leave, the employee shall provide reasonable notice to the appointing authority in writing at least two (2) days in advance of the proposed return. The Human Resources Department shall be notified promptly of such return.
- F. Except in the case of leave of absence due to Pregnancy Disability Leave Act, Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA), the decision of the appointing authority on granting or denying a leave or early return from leave shall be subject to appeal to the Director of Human Resources and not subject to appeal through the grievance procedure set forth in this MOU.

**13.3 Military Leave.** Any employee who is ordered 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, up to a maximum of five (5) years as permitted by the federal Uniformed Services Employment & Reemployment Rights Act (USERRA), plus ninety (90) days. Additionally, any employee who volunteers for service during a mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency, shall be granted a leave of absence in accordance with applicable federal or state 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 without any loss of standing of any kind whatsoever provided such position still exists the employee is otherwise qualified, and the employee's cumulative military service does not exceed five (5) years for reemployment purposes as defined in USERRA.

**13.4 Family & Medical leave Act (FMLA)/California Family Rights Act (CFRA).** Upon request to the appointing authority, in any rolling twelve (12) month period measured backward preceding the start of the FMLA/CFRA leave,

## **SECTION 13 - LEAVE OF ABSENCE**

any eligible employee shall be entitled to at least twelve (12) weeks leave (less if so requested by the employee) for:

- A. 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
- B. 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.

**13.5 Certification.** The employee may be asked to provide certification of the need for Family & Medical leave Act (FMLA) and/or California Family Rights Act (CFRA).

**13.6 Intermittent Use of Leave.** 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 13.11 below. When paid leave accruals are used for Family & Medical leave Act (FMLA) and/or California Family Rights Act (CFRA), such time shall be counted as a part of the twelve (12) week entitlement.

**13.7 Aggregate Use for Parents.** In the situation where both parents are employed by the District, the Family & Medical leave Act (FMLA) and/or California Family Rights Act (CFRA) entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both parents together of twelve (12) weeks during a rolling twelve (12) month period. Employees requesting FMLA/CFRA are required to advise their appointing authority (ies) when the other parent is also employed by the District.

**13.8 Definitions.** For Family & Medical leave Act (FMLA) and/or California Family Rights Act (CFRA) leaves of absence under this section, the following definitions apply:

- A. Child: A biological, adopted, or foster child, stepchild, legal ward, conservatee 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.
- B. Parent: A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.
- C. Spouse: A partner in marriage as defined in Family Code Section 300.

## **SECTION 13 - LEAVE OF ABSENCE**

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- D. **Domestic Partner:** As defined in Family Code Section 297.
- E. **Serious Health Condition:** An illness, injury, impairment, or physical or mental condition which 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) and which, for family care leave only, warrants the participation of a family member to provide care during a period of treatment or supervision, as defined by state and federal law.
- F. **Certification for Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA).** A written communication to the employer from a health care provider of an employee with a serious health condition or illness or 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:
1. the date, if known, on which the serious health condition commenced;
  2. the probable duration of the condition;
  3. for family care, an estimate of the frequency and duration of the leave required to render care or supervision for the family member;
  4. for an employee's serious health condition, a statement whether the employee is able to work, or is unable to perform one or more of the essential functions of his/her position;
  5. if for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced work schedule needed for the employee's serious health condition or for the care of the employee's family member and its expected duration.
- G. **Comparable Positions.** 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. Ordinarily, the job assignment will be the same duties in the same program area located in the same city, although specific clients, caseload, co-workers, supervisor(s), or other staffing may have changed during an employee's leave.

**13.9 Pregnancy Disability Leave.** Insofar as pregnancy disability leave is used under Section 11.3 (Sick Leave Utilization for Pregnancy Disability), that time will not be considered a part of the twelve (12) week California Family Rights Act (CFRA) period.

**13.10 Group Health Plan Coverage.** Employees who were members of one of the group health plans prior to commencement of their leave of absence can



## **SECTION 13 - LEAVE OF ABSENCE**

maintain their health plan coverage with the District contribution by maintaining their employment in pay status as described in Section 13.11. During the twelve (12) weeks of an approved FMLA/CFRA leave under Section 13.4 above, the District will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 13.11. In order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the County directly.

### **13.11 Leave Without Pay - Use of Accruals.**

- A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 11 - Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by LTD Benefit Coordination or Sick Leave Integration or in the sections below.
- B. Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA). During the twelve (12) weeks of an approved FMLA/CFRA leave, if a portion of that leave will be on a leave of absence without pay, the employee will be *required* to use *at least* 0.1 hour of sick leave (if so entitled under Section 11 - Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A. above.
- C. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 11 - Sick Leave.

**13.12 Leave of Absence Replacement and Reinstatement.** Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of a permanent employee, the provisions of PMR Part 12 shall apply.

**13.13 Reinstatement From Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA).** In the case of FMLA/CFRA leave, an employee on a 5/40 schedule shall be reinstated to the same or comparable position if the return to work is after no more than sixty (60) 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. A full time employee taking an intermittent or

## **SECTION 14 - HEALTH AND WELFARE, LIFE AND DENTAL CARE**

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reduced work schedule leave shall be reinstated to the same or comparable position if the return to work on a full schedule is after no more than 480 hours, including use of accruals, of intermittent or reduced schedule leave. At the time the original leave is approved, the appointing authority shall notify the employee in writing of the final date to return to work, or the maximum number of hours of leave, in order to guarantee reinstatement to the same or comparable position. An employee on a schedule other than 5/40 shall have the time frame for reinstatement to the same or comparable position adjusted on a pro rata basis. (For example, an employee assigned to a 56-hour work week would be eligible for up to 672 hours under this Section).

**13.14 Salary Review While on Leave of Absence.** The salary of an employee who is on leave of absence on any anniversary date and who has not been absent from the position on leave without pay more than six (6) months during the preceding year, shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.

**13.15 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 14 - HEALTH AND WELFARE, LIFE AND DENTAL CARE**

**14.1 Health Plan.** The District will provide group health benefits through the California Public Employees' Retirement System (CalPERS) for all permanent full-time employees and permanent part-time employees regularly scheduled to work at least twenty (20) hours per week in classes represented by the Association. The CalPERS health care program, as regulated by the Public Employees' Medical and Hospital Care Act (PEMHCA), regulations issued pursuant to PEMHCA, and the administration of PEMHCA by CalPERS, controls on all health plan issues for employees who receive health care coverage from CalPERS, including, but not limited to, eligibility, benefit plans, benefit levels, minimum premium subsidies, and costs.

**14.2 Contra Costa Health Plan (CCHP).** Because CCHP has met the minimum standards required under PEMHCA and is approved as an alternative CalPERS plan option, Association members and Consolidated Omnibus Budget Reconciliation Act (COBRA) counterparts may elect to enroll in CCHP under the CalPERS plan rules and regulations.

**14.3 CalPERS Health Plan Monthly Premium Subsidy.** The District's subsidy to the CalPERS monthly health plan premiums is as provided below. The employee must pay any CalPERS health plan premium costs that are greater than the District's subsidy identified in Section 14.3(A).

## **SECTION 14 - HEALTH AND WELFARE, LIFE AND DENTAL CARE**

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- A. District Premium Subsidy through November 30, 2015. The District will contribute up to an amount equivalent to eighty percent (80%) of the 2015 CalPERS Kaiser premium at each level (employee only, employee + one, employee + two or more) towards the covered employee's CalPERS or CalPERS Alternative Plan (CCHP) premium.

### All Health Plans

<u>Coverage Level</u>	<u>Subsidy</u>
Employee Only	\$ 571.56
Employee & One Dependent	\$1,143.12
Employee & Two or more Dependents	\$1,486.06

- B. District Premium Subsidy Through November 30, 2016. For the plan year that begins on January 1, 2016, the District will contribute up to an amount equivalent to eighty percent (80%) of the 2016 CalPERS Kaiser premium at each level (employee only, employee + one, employee + two or more) towards the covered employee's CalPERS or CalPERS Alternative Plan (CCHP) premium.
- C. District Premium Subsidy On and After December 1, 2016. For the plan year that begins on January 1, 2017, the District will pay a monthly premium subsidy for each health plan that is equal to the actual dollar monthly premium subsidy that is paid by the District for that plan as of November 30, 2016. In addition, if there is an increase in the monthly premium charged by a health plan for 2017, the District and the employee will each pay fifty percent (50%) of that increase. For each plan year thereafter, and for each plan, the District and the employee will each pay fifty (50%) of the monthly premium increase above the 2016 plan premiums.
- D. In the event, in whole or in part, that the above District premium subsidy 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.

**14.4 Dental Plan.** The District may, during the term of this MOU, change dental care providers, so long as the level of benefits provided is not reduced.

### **14.5 District Dental Plan Premium Subsidy**

The District's subsidy to the monthly dental plan premiums shall be as provided below. This subsidy is provided only for permanent full-time and permanent part-time employees regularly scheduled to work at least twenty (20) hours per week. Any increases in dental plan costs greater than the District's premium subsidy identified below shall be borne by the employee.

**SECTION 14 - HEALTH AND WELFARE, LIFE AND DENTAL CARE**

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- A. District premium subsidy for 2016 and thereafter. For plan years 2016 and thereafter, the District will pay a monthly premium subsidy for each

dental plan that is equal to the actual dollar monthly premium subsidy that was paid by the District as of November 30, 2015. In addition, the District and the employee will each pay fifty percent (50%) of the monthly premium increase above the 2015 dental plan premiums. The 2015 dental plan premiums and November 30, 2015 District dental plan subsidies are as follows:

<b>Dental Plans</b>	<b>2015 Premium</b>	<b>2015 Subsidy</b>
Delta Dental - Single	\$42.45	\$33.11
Delta Dental - Family	\$95.63	\$74.59
Delta Dental without health plan - Single	\$42.45	\$42.44
Delta Dental without health plan - Family	\$95.63	\$95.62
Delta Care - Single	\$29.06	\$22.67
Delta Care - Family	\$62.81	\$48.99
Delta Care without health plan - Single	\$29.06	\$29.05
Delta Care without health plan - Family	\$62.81	\$62.80

- B. 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, for any plan year, the District's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

- C. Eligible Family Members. The following persons may be enrolled as the Eligible Family Members of a dental plan subscriber.

1. Eligible Dependents:
  - a. Employee's legal spouse
  - b. Employee's qualified domestic partner
    - i. Over age 19,
    - ii. Unmarried; and
    - iii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
  - c. Employee's Disabled Child who is
    - i. Over age 19
    - ii. Unmarried; and
    - iii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
2. Delta Dental PPO Only:  
Employee's unmarried child who is:

## **SECTION 14 - HEALTH AND WELFARE, LIFE AND DENTAL CARE**

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- (1) Under age 19, or
- (2) Age 19, or above, but under age 24, and
  - i. Resides with the Employee for more than 50% of the year excluding time living at school, and
  - ii. Receives at least 50% of support from Employee, and
  - iii. Is enrolled and attends school on a full-time basis, as defined by the School.
3. Delta Care HMO Only – Employee’s Child to age 26
4. “Employee’s child” includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMSCO) or similar court document.
5. For purposes of this Section 14.5 – District Premium Subsidy, “Eligible Family Member” does not include Survivors of employees or retirees.

**14.6 Rate Information.** The County Benefits Service Unit will make dental plan rate information and, to the extent possible, CalPERS health plan rate information available to employees and the District upon request. In addition, the County Benefits Service Unit will publish and distribute to employees and the District information about rate changes as they occur during the year.

**14.7 Life Insurance Benefit Under Health and Dental Plans.** For permanent employees who are enrolled in a District sponsored health or dental plan as either the primary insured or a dependent, term life insurance in the amount of ten thousand dollars (\$10,000) will be provided by the District.

**14.8 Life Insurance Contribution.** The District will pay the entire premium on behalf of permanent full-time and permanent part-time employees regularly scheduled to work at least twenty (20) hours per week who elect health and/or dental coverage.

**14.9 Premium Payments.** Employee participation in any health, dental, or life insurance plan is contingent upon the employee authorizing payroll deduction by the District of the employee’s share of the premium cost. The District's subsidy of health plan and dental plan monthly premiums is payable as follows:

- A. CalPERS Plan (Includes Alternate CCHP Plan).  
The District's subsidy of 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 County Human Resources Department – Benefits Division by the tenth day of each month. The responsibility for this payment rests solely with the employee.

## **SECTION 14 - HEALTH AND WELFARE, LIFE AND DENTAL CARE**

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### **B. Dental and Life Insurance Plans.**

The District's subsidy of the dental and life insurance premium as described in Sections 14.5 and 14.8, 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 County Human Resources Department – Benefits Division by the tenth day of each month. The responsibility for this payment rests solely with the employee.

**14.10 Extended Coverage.** An employee on approved leave without pay shall be allowed to continue his/her health/dental/life insurance coverage provided that the employee shall pay their share of the monthly premium by the tenth day of each month, during said leave. Late payment may result in cancellation of coverage.

An employee on leave in excess of twelve (12) months may continue group coverage subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) provided the employee pays the entire cost of coverage, plus any administrative fees, for the option selected. The entire cost of coverage shall be paid at a place and time specified by the District. Late payment may result in cancellation of coverage.

An employee who terminates District employment is covered through the last day of the month in which he/she is paid for District dental plans and through the last day of the month following the month of termination for CalPERS plans. Employees who terminate District employment may continue Group Health/Dental plan coverage to the extent provided under the COBRA regulations.

**14.11 Retirement Coverage.** Upon retirement, employees may, subject to plan requirements, remain in the same District group medical and dental plan if immediately before their retirement they are currently enrolled in one of the District sponsored CalPERS Health Plans or dental plans or if on authorized leave of absence without pay, they have retained continuous coverage during the leave period.

### **A. Retirement Dental Coverage.**

1. Employees hired before January 1, 2015. Upon retirement, eligible employees and their eligible family members, as defined in Section 14.5(E), may remain in their District dental plan, but without District-paid life insurance coverage, if immediately before their proposed retirement, the employees and dependents are either active subscribers to one of the District contracted dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The District will pay the same dental plan monthly premium subsidies set forth in subsection 14.5 for eligible retirees and their eligible family

## **SECTION 14 - HEALTH AND WELFARE, LIFE AND DENTAL CARE**

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members.

2. Employees hired on or after January 1, 2015. For these employees and their eligible family members, no monthly premium subsidy will be paid by the District for any dental plan after they separate from

District employment. Upon completion of fifteen (15) years of service as an employee of the District, an employee who retires under the Contra Costa County Employees Retirement Association ("CCCERA") may retain continuous coverage of any District dental plan, provided that he or she pays the full premium cost under the chosen dental plan without any District premium subsidy. For purposes of retiree dental eligibility, one year of service is defined as one thousand (1,000) hours worked within one District anniversary year.

### **B. Retirement Medical Coverage.**

1. Government Code section 22892 applies to all employees who retire under the Contra Costa County Employees' Retirement Association (CCCERA).

### **14.12 Dual Coverage.**

- A. CalPERS Health Plan. Employees must adhere to the rules as established by CalPERS. On and after January 1, 2013, each employee and retiree may be covered by only a single District health and/or a single District dental plan, including CalPERS plans. For example, a District employee may be covered under a single District health plan as either the primary insured or the dependent of another District employee or retiree, but not as both the primary insured and the dependent of another District employee or retiree.
- B. On and after January 1, 2013, each dependent may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both husband and wife are District employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.
- C. For purposes of this Section 14.12 - Dual Coverage, "District" includes the County of Contra Costa and all Board of Supervisors governed special districts, such as the Contra Costa County Fire Protection District.

**14.13 Management Life Insurance.** Permanent employees shall be covered, at District expense, by term life insurance in the amount of forty-seven thousand dollars (\$47,000). The coverage shall include an accelerated death benefit option. Premiums for this insurance shall be paid by the District, with conditions of eligibility to be reviewed annually. All employees covered herein may also subscribe voluntarily for supplemental life insurance coverage.

## **SECTION 14 - HEALTH AND WELFARE, LIFE AND DENTAL CARE**

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

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

**14.15 Health Care Spending Account.** The District will continue to offer 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 for health care expenses not reimbursed by any other health benefits plan with before tax dollars. HCSA dollars can be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee.

**14.16 Long-Term Disability Insurance.** The District shall continue the Long-Term Disability Insurance program with a replacement limit of eighty-five percent (85%) of total monthly base earnings reduced by any deductible benefits.

**14.17 Dependent Care Assistance Program.** The District will continue to offer the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to set aside up to five thousand dollars (\$5,000) of annual salary (before taxes) per calendar year to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.

**14.18 Voluntary Vision Plan.** Beginning with the 2017 plan year, active permanent full-time and active permanent part-time employees will be offered the opportunity to enroll in a voluntary vision plan. Employees will pay the full premium costs of the plan. The District will contract with VSP Vision Care for a voluntary vision plan with no co-pays. The vision plan is not available to permanent-intermittent employees.

**14.19 Premium Conversion Plan.** The District will continue to offer the option of enrolling in the Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.

**14.20 Prevailing Section.** To the extent that any provision of this Section (Section 14 – Health and Welfare, Life and Dental Care) is inconsistent with any



## **SECTION 15 - PROBATIONARY PERIOD**

provision of any other County or District enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other resolution or order of the Board of Supervisors, the provision(s) of this Section (Section 14 – Health and Welfare, Life and Dental Care) will prevail.

### **SECTION 15 - PROBATIONARY PERIOD**

**15.1 Duration.** All appointments from officially promulgated employment lists for original entrance or promotion shall be subject to a probationary period. This period shall be for twelve (12) months.

**15.2 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.

**15.3 Probationary Period Time.** The probationary period shall date from the time of appointment to a permanent position after certification from an eligible list. It shall not include time served under provisional appointment or under appointment to limited term positions or any period of continuous leave of absence without pay or period of work connected disability exceeding fifteen (15) calendar days. If a permanent-intermittent probationary employee is reassigned to full-time, credit toward probation completion in the full-time position shall be prorated on the basis of one hundred seventy-three (173) hours (243 hours for shift employees) per month.

**15.4 Rejection During Probation.** An employee who is rejected during the probation period and restored to the eligible list shall begin a new probationary period if subsequently certified and appointed.

- 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, or religious affiliations, Association activities, or race, color, national origin, sex, age, disability, 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 under subsection (A) above and must be filed through the Director of Human Resources to the Merit Board by 5:00 p.m. on the 7th calendar day after the date of delivery to the employee of notice of rejection.
- C. The Merit Board shall consider the appeal, and if it finds probable cause to believe that the rejection may have been based on grounds prohibited in subsection (A) above, it may refer the matter to a Hearing Officer for hearing, recommend findings of fact, conclusions of law and decision, pursuant to the relevant provisions of the Merit Board rules in which proceedings the rejected probationer has the burden of proof.

## **SECTION 15 - PROBATIONARY PERIOD**

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- D. If the Merit Board finds no probable cause for a hearing, it shall deny the appeal. If, after hearing, the Merit Board upholds the appeal, the appellant shall complete only the remainder of the probation period unless the Merit Board specifically orders that the appellant begin a new probation period.

**15.5 Regular Appointment.** The regular appointment of a probationary employee shall begin on the day following the end of the probationary period, subject to the condition that the Director of Human Resources receive from the appointing authority a statement in writing that the services of the employee during the probationary period were satisfactory and that the employee 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 Memorandum of Understanding, 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 the 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.

Notwithstanding any other provisions of this Memorandum of Understanding, an employee rejected during the probation period from a position in the Merit System to which the employee had been promoted or transferred from an eligible list, shall be restored to a position in the District from which the employee was promoted or transferred. An employee dismissed for other than disciplinary reasons within six (6) months after being promoted or transferred from a position in the Merit System to a position not included in the Merit System shall be restored to a position in the classification in the District from which the employee was promoted or transferred. A probationary employee who has been rejected or has resigned during probation shall not be restored to the eligible list from which the employee was certified unless the employee receives the affirmative recommendation from the appointing authority and is certified by the Director of Human Resources whose decision is final. The Director of Human Resources shall not certify the name of a person restored to the eligible list to the same appointing authority by whom the person was rejected from the same eligible list, unless such certification is requested in writing by the appointing authority.

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

If reemployed in another classification, the employee shall serve a full probationary period. An employee appointed to a permanent position from a layoff or reemployment list is subject to a probation period if the position is in a District other than the District from which the employee separated, displaced, or voluntarily demoted in lieu of layoff. An appointment from a layoff or reemployment list is not subject to a probation period if the position is in the

## **SECTION 16 – PROMOTION**

District from which the employee separated, displaced or voluntarily demoted in lieu of layoff.

**15.7 Rejection 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. The employee shall begin a new probation period if subsequently certified and appointed in a different district or classification than that from which the employee was laid off.

### **SECTION 16 – PROMOTION**

**16.1 Promotion.** Promotion shall be by competitive examination unless otherwise provided in this Memorandum of Understanding.

**16.2 Promotion Policy.** The Director of Human Resources, upon request of an appointing authority, shall determine whether an examination is to be called on a promotional basis.

**16.3 Promotion Via Reclassification Without Examination.** Notwithstanding other provisions of this Section, an employee may be promoted from one classification to a higher classification and his/her position reclassified at the request of the appointing authority and under the following conditions:

- A. An evaluation of the position(s) in question must show that the duties and responsibilities have significantly increased and constitute a higher level of work.
- B. The incumbent of the position must have performed at the higher level for one (1) year.
- C. The incumbent must meet the minimum education and experience requirements for the higher class.
- D. The action must have approval of the Director of Human Resources.
- E. The Association approves such action.

The appropriate rules regarding probationary status and salary on promotion are applicable.

**16.4 Requirements for Promotional Standing.** In order to qualify for an examination called on a promotional basis, an employee must have probationary or permanent status in the merit system and must possess the minimum qualifications for the class. Applicants will be admitted to promotional examinations only if the requirements are met on or before the final filing date. If an employee who is qualified on a promotional employment list is separated from

## **SECTION 17 - RESIGNATIONS**

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the merit system, except by layoff, the employee's name shall be removed from the promotional list.

### **16.5 Seniority Credits.**

- A. Employees who have qualified to take promotional examinations and who have earned a total score, not including seniority credits, of seventy percent (70%) or more, shall receive, in addition to all other credits, five one-hundredths of one percent (.05%) for each completed month of service as a permanent County employee continuously preceding the final date for filing application for said examination. For purposes of seniority credits, leaves of absence shall be considered as service. Seniority credits shall be included in the final percentage score from which the rank on the promotional list is determined. No employee, however, shall receive more than a total of five percent (5%) credit for seniority in a promotional examination.
- B. An employee shall receive education credits for the following degrees:
- AA/AS Degree = 2.5%
  - BA/BS Degree = 5.0%
- The maximum education credit is limited to 5.0%
- C. Under this section, the maximum promotional examination credit an employee can receive for both seniority and education is ten percent (10.0%).

**16.6 Physical Examination as Part of Promotional Examination.** District employees who are required as part of the promotional examination process to take a physical examination, shall do so on District time at District expense.

## **SECTION 17 - RESIGNATIONS**

An employee's voluntary termination of service is a resignation. Written resignations shall be forwarded to the Human Resources Department by the appointing authority immediately on receipt, and shall indicate the effective date of termination. Oral resignation shall be immediately confirmed by the appointing authority in writing to the employee and to the Human Resources Department and shall indicate the effective date of termination.

**17.1 Resignation in Good Standing.** A resignation giving the appointing authority written notice at least two (2) 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 terminating on shorter notice) is a resignation in good standing.

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

## **SECTION 18 - DISMISSAL, SUSPENSION, DEMOTION AND REDUCTION IN SALARY**

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- A. An employee has been absent from duty for ten (10) consecutive working days, (three shifts for employees on a 56-hour work week) without leave; and
- B. ten (10) more consecutive days (three shifts for employees on a 56 hour work week) 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.

**17.3 Effective Resignation.** A resignation is effective when delivered or spoken to the appointing authority, operative either on that date or another date specified.

**17.4 Revocation.** A resignation that is effective is revocable only by written concurrence of the employee and the appointing authority.

### **17.5 Coerced Resignations.**

- A. Time Limit. A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its expression, by serving written notice on the Director of Human Resources and a copy on the appointing authority.
- B. Reinstatement. If the appointing authority acknowledges that the employee could have believed that the resignation was coerced, the resignation shall be revoked and the employee returned to duty effective on the day following the appointing authority's acknowledgment without loss of seniority or pay.
- C. Contest. Unless, within seven (7) days of the receipt of the notice, the appointing authority acknowledges that the resignation could have been believed to be coerced, this question should be handled as an appeal to the Merit Board. In the alternative, the employee may file a written election with the Director of Human Resources waiving the employee's right of appeal to the Merit Board in favor of the employee's appeal rights under the Management Complaint Procedure contained in Section 19 of the Memorandum of Understanding, beginning with step C.
- D. Disposition. If a final decision is rendered that determines that the resignation was coerced, the resignation shall be deemed revoked and the employee returned to duty effective on the day following the decision or next assigned shift but without loss of seniority or pay, subject to the employee's duty to mitigate damages.

## **SECTION 18 - DISMISSAL, SUSPENSION, DEMOTION AND REDUCTION IN SALARY**

## ***SECTION 18 - DISMISSAL, SUSPENSION, DEMOTION AND REDUCTION IN SALARY***

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### **18.1 Cause for Dismissal, Suspension, Demotion and Reduction in Salary.**

The appointing authority may dismiss, suspend, demote, or reduce in salary any employee for cause. Reduction in salary shall not exceed five percent (5%) of the employee's base salary. Reduction in salary shall not exceed ninety (90) consecutive calendar days. 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:

1. absence without leave;
2. conviction of any criminal act involving moral turpitude;
3. conduct tending to bring the County, District or merit system into disrepute;
4. disorderly or immoral conduct;
5. incompetence or inefficiency;
6. insubordination;
7. being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs, or consuming or using liquor or drugs during work hours and/or on County/District premises;
8. neglect of duty, i.e., non-performance of assigned responsibilities;
9. negligent or willful damage to public property or waste of public supplies or equipment;
10. violation of any lawful or reasonable regulation or order given by a supervisor or Fire Chief;
11. willful violation of any of the provisions of the Merit System Ordinance or Personnel Management Regulations;
12. material and intentional misrepresentation or concealment of any fact in connection with obtaining employment;
13. misappropriation of District/County funds or property;
14. unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this Memorandum of Understanding;
15. dishonesty or theft;

## **SECTION 18 - DISMISSAL, SUSPENSION, DEMOTION AND REDUCTION IN SALARY**

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16. excessive or unexcused absenteeism and/or tardiness;
17. 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.

**18.2 Skelly Requirements.** Before taking a disciplinary action to dismiss, suspend for more than five (5) work days (48 hours for employees on a 56 hour workweek) or demote an employee, the appointing authority shall cause to be served personally or by certified mail on the employee, a Notice of Proposed Action, which shall contain the following:

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

**Employee Response.** The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the appointing authority either orally or in writing before the proposed action may be taken. Upon request of the employee and for good cause, the appointing authority 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.

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

**18.4 Suspensions Without Pay.** shall not exceed thirty (30) consecutive days unless ordered by an arbitrator, an adjustment board or the Merit Board.

**18.5 Procedure on Dismissal, Suspension or Disciplinary Demotion.**

- A. In any disciplinary action to dismiss, suspend, or demote an employee having permanent status in a position in the merit system, after having

## **SECTION 19 – MANAGEMENT COMPLAINT PROCEDURE**

complied with the Skelly requirements where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.

- B. Service of Order. Said order of dismissal, suspension, or demotion shall be filed with the Director of Human Resources 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.
- C. Employee Appeals from Order. The employee may appeal an order of dismissal, suspension or demotion to the Merit Board or through the procedures of Section 19, Management Complaint Procedure, of this Memorandum of Understanding, provided that such appeal is filed in writing with the Director of Human Resources within ten (10) calendar days after service of said order.

## **SECTION 19 – MANAGEMENT COMPLAINT PROCEDURE**

**19.1 Management Complaint Procedure.** A complaint is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding (excluding, however, those provisions of this Memorandum of Understanding which specifically provide that the decision of any County/District official shall be final, the interpretation or application of those provisions not being subject to the complaint procedure) or disciplinary actions. The Association may represent the employee at any stage of the process. Complaints must be filed within fifteen (15) days of the incident or occurrence about which the employee claims to have a complaint and shall be processed in the following manner.

- A. Step 1. Any employee or group of employees who believes a provision of this Memorandum of Understanding 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 complaint within five (5) duty shifts, or ten (10) workdays in the case a complaint filed by employees assigned to a forty (40) hour workweek, of a request to hold such a meeting. Complaints challenging suspensions, reductions in pay, demotions and terminations may be filed at Step 3 within the time frame set forth in Section 18.5.
- B. Step 2. If a complaint is not satisfactorily resolved in Step 1 above, the employee may submit the complaint 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 complaint shall state which provision of the Memorandum of Understanding has been misinterpreted or misapplied, how the misinterpretation or misapplication has affected the employee to the employee's



## **SECTION 19 – MANAGEMENT COMPLAINT PROCEDURE**

detriment, and the redress the employee seeks. A copy of each written communication on a complaint shall be filed with the Employee Relations Officer or his/her designee. The designated management official shall have ten (10) workdays in which to respond to the complaint in writing.

- C. Step 3. If a complaint is not satisfactorily resolved in Step 2 above, the employee may appeal in writing within five (5) workdays to the Employee Relations Officer or his/her designee. The Employee Relations Officer or his/her designee shall have fifteen (15) workdays in which to investigate the merit of the complaint and to meet with the Fire Chief or designee and the employee to attempt to settle the complaint and to respond in writing to the employee and the employee's Association representative.
- D. Step 4. No complaint 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 Employee Relations Officer or his/her designee. If the parties are unable to reach a mutually satisfactory accord on any complaint which arises and is presented during the term of this Memorandum of Understanding, such complaint shall be submitted in writing within five (5) calendar days to the Employee Relations Officer or his/her designee requesting that the complaint be submitted to an Adjustment Board. Such Adjustment Board is to be comprised of three (3) Association representatives, no more than one (1) of whom shall be either an employee of the District or a member of the Association presenting this complaint, and three (3) representatives of the District, no more than one (1) of whom shall be an employee of a District covered by this MOU, or a County employee 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. Within ten (10) calendar days of exhaustion of this procedure through Step 4, the Association may request a meeting and/or discussion with the Fire Chief regarding the complaint.

If an Adjustment Board is unable to arrive at a majority decision, either the employee (or the County/District, when alleging a violation of Section 19.2 below) may require the complaint be referred to an impartial arbitrator who shall be designated by mutual agreement between the employee and the Employee Relations Officer or his/her designee. Such request shall be submitted within ten (10) calendar days of the rendering of the Adjustment Board decision to the Employee Relations Officer or his/her designee (or the designated representative of the Association when the County/District is alleging a violation of Section 19.2 below). 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.

## **SECTION 19 – MANAGEMENT COMPLAINT PROCEDURE**

- F. For the purposes of this Section 19 the term "workday" shall be defined as any day except a Saturday, Sunday or holiday.

### **19.2 Scope of Adjustment Board and Arbitration Decisions.**

- A. 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.
- B. 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 Association which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a complaint as set forth in Section 19.1 above.
- C. Proposals to add to or change this Memorandum of Understanding or to change written agreements supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding 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 Memorandum of Understanding or written agreements supplementary hereto or to establish any new terms or conditions of employment.
- D. If the Employee Relations Officer or his/her designee in pursuance of the procedures outlined in Section 19.1C above, or the Adjustment Board in pursuance of the provisions of Section 19.1D above, resolve a complaint 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 complaint is carried to arbitration and such employee is found to have been properly discharged under the provisions of Section 18, such employee may not be ordered reinstated and no penalty may be assessed upon the County/District.

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

**19.4 Representation Outside of Association.** An official, with whom a formal complaint is filed by a complainant who is included in a unit represented by the Association, but is not represented by the Association in the complaint, shall give the Association a copy of the formal presentation.

## **SECTION 19 – MANAGEMENT COMPLAINT PROCEDURE**

**19.5 Compensation Complaints.** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Employee Relations Officer or his/her designee. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as complaints. Any other matters of compensation are to be resolved in the meeting and conferring process, if not detailed in the Memorandum of Understanding 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 Memorandum of Understanding or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the District and the Association.

**19.6 No Strike.** During the term of this Memorandum of Understanding, the Association, 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 sickout against the District.

In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises the employee's supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of the employee's duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

**19.7 Merit Board.**

- A. All complaints of employees in the representation unit represented by the Association shall be processed under Section 19 unless the employee elects to apply to the Merit Board on matters within its jurisdiction.
- B. No action under Steps (3), (4) or (5) of Subsection 19.1 above shall be taken if action on the complaint has been taken by the Merit Board, or if the complaint is pending before the Merit Board.

**19.8 Complaint Filing.** The Association may file a complaint at Step 3 on behalf of affected employees when action by the County Administrator or the Board of Supervisors violates a provision of this Memorandum of Understanding.

**19.9 Letter of Reprimand.** Letters of reprimand are subject to the complaint 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 20 - EMPLOYEE REPRESENTATION RIGHTS**

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### **SECTION 20 - EMPLOYEE REPRESENTATION RIGHTS**

The District recognizes an employee's right to representation during any disciplinary interview or meeting, which may result in discipline. The District will not interfere with the representative's right to assist an employee to clarify the facts during the interview.

### **SECTION 21 - RETIREMENT CONTRIBUTION**

**21.1 Payment of Employee Contributions.** All employees are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association (CCCERA) without the District paying any part of the employees' contribution. All employees are also responsible for the payment of the employees' contributions to the retirement cost of living program as determined annually by the Board of Retirement, without the District paying any part of the employees' contributions. Except as provided in section 21.2 (Safety Employees Retirement) subsection A, the District is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

#### **21.2 Safety Employees Retirement.**

A. **Safety Employees Retirement – Tier A – Employees Who Became Safety Members of CCCERA Before January 1, 2013.**

1. For District employees who became safety members of CCCERA before January 1, 2013, the retirement formula shall be "3 percent at 50." The cost of living adjustment (COLA) to the retirement allowance shall not exceed three percent (3%) per year. The employee's final compensation shall be calculated based on a twelve (12) month salary average. This retirement benefit is known as "Tier A."
  - a. Effective December 1, 2017, each member in Tier A shall pay seven percent (7%) of his or her retirement base to pay part of the employer's contribution for the cost of the Tier A retirement benefit.
  - b. Effective July 1, 2018, each member in Tier A shall pay four percent (4%) of his or her retirement base to pay part of the employer's contribution for the cost of the Tier A retirement benefit.
  - c. Effective July 1, 2019, each member in Tier A shall pay one percent (1%) of his or her retirement base to pay part of the employer's contribution for the cost of the Tier A retirement benefit.

- d. Effective June 30, 2020, the employee's payment of one percent (1%) of his or her retirement base to pay part of the employer's contribution for the cost of the Tier A benefit will cease.

Such payments will be made on a pre-tax basis in accordance with applicable tax laws. "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement benefits.

2. Tier A - Employees With More Than Thirty Years of Continuous Service as Safety Members. Employees covered by this agreement and designated by CCCERA as safety members with credit for more than thirty (30) years of continuous service as safety members, will not make payments from their retirement base to pay part of the employer's contribution for the cost of Safety Tier A.
- B. Employees Who Become Safety Members of CCCERA on or After January 1, 2013.
1. For employees who become Safety Members of the Contra Costa County Employee Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent this Agreement conflicts with any provision of PEPRA, PEPRA governs.
  2. PEPRA Safety Option Plan Two (2.7% @ 57) applies to employees who, under PEPRA, become Safety New Members of CCCERA.
  3. For employees who, under PEPRA, become Safety New Members of CCCERA, on or after January 1, 2016, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will be banked.
  4. Subsection A, subparts (1) through (2), above, applies to employees who, under PEPRA, become reciprocal Safety Members of CCCERA in Tier A, as determined by CCCERA.

**SECTION 22 - SAFETY**

The District shall expend every effort to see to it that the work performed under the terms and conditions of this Memorandum of Understanding is performed with maximum degree of safety consistent with the requirement to conduct efficient operations.

## **SECTION 24 - UNIFORM ALLOWANCE**

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### **SECTION 23 - MILEAGE**

Reimbursement for Use of Personal Vehicle. The mileage allowance for use of personal vehicles on District business shall be paid according to the rates allowed by the Internal Revenue Service and shall be adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the Internal Revenue Service, whichever is later.

**Commuter Benefit Program.** The District will offer employees the option of enrolling in an employee-funded qualified transportation (commuter) benefit program designed to qualify for tax savings under Section 132(f) of title 26 of the Internal Revenue Code, but such savings are not guaranteed. The Commuter Benefit Program will allow employees to set aside pre-tax dollars for qualified transportation expenses to the extent and amount allowed by the Internal Revenue Service. Employees are responsible for paying any account fees charged by the Commuter Benefit administrator. The District does not manage or administer the Commuter Benefit Program.

### **SECTION 24 - UNIFORM ALLOWANCE**

Effective August 1, 2015, the monthly uniform allowance for all employees in represented classes for which a uniform is required shall be \$54.50 per month.

### **SECTION 25 - CERTIFICATION REQUIREMENTS**

**25.1 Required Certifications.** Incumbents of each of the classifications represented by the Association shall, at all times, possess current certification appropriate for practice in Contra Costa County in First Responder Public Safety and Hazardous Materials Incident Commander.

#### **25.2 General Terms.**

- A. The District will provide maintenance training to incumbent employees to comply with the requirements of Section 25.1 above.
- B. Employees appointed into any of the applicable classifications (excepting movements between these classifications) shall obtain these certifications within six (6) months of appointment. The District will provide initial certification training to these employees.

### **SECTION 26 – OTHER TERMS OF EMPLOYMENT**

**SECTION 26 – OTHER TERMS OF EMPLOYMENT**

**26.1 Longevity Pay.**

- A. Employees who have completed ten (10) years of appointed service for the District shall be eligible to receive a two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the ten (10) year service award.
  
- B. Effective January 1, 2017, employees who have completed twenty (20) years of appointed service for the District shall be eligible to receive a two and one-half percent (2.5%) longevity differential on the first day of the month following the month in which the employee qualifies for the twenty (20) year service award. For employees who completed twenty (20) years of service before January 1, 2017, this longevity differential will be paid prospectively only from January 1, 2017.

**26.2 Deferred Compensation Incentive.** The District contribution to employees who participate in the County’s Deferred Compensation Plan is seventy-five dollars (\$75) per month. To be eligible for this incentive, employees must contribute to the deferred compensation plan as indicated below.

<u>Employees with Current Monthly Salary of:</u>	<u>Qualifying Base Contribution Amount:</u>	<u>Monthly Contribution Required to Maintain Incentive Program Eligibility</u>
\$2,500 and below	\$250	\$50
2,501 - 3,334	500	50
3,335 - 4,167	750	50
4,168 - 5,000	1,000	50
5,001 - 5,834	1,500	100
5,835 - 6,667	2,000	100
6,668 & above	2,500	100

Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the District supplement. To reestablish eligibility, employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in deferred compensation contributions either because of an approved medical leave or an approved financial hardship withdrawal shall not be required to reestablish eligibility. Further, employees who lose eligibility due to displacement by layoff, but maintain contributions at the required level and are later employed in an eligible position, shall not be required to reestablish eligibility.

## **SECTION 26 – OTHER TERMS OF EMPLOYMENT**

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**26.3 Training.** Employees shall be eligible for career development training reimbursement in the maximum amount not to exceed \$750 per fiscal year. The policy for reimbursement of training expenses shall be consistent with County and District policies on Travel and Training.

**26.4 Educational Incentive Program.** Employees who possess the appropriate certificates or educational degrees beyond the minimum requirements for their class and/or meet the appropriate continuing educational requirements shall be eligible to qualify for professional development educational incentives under the conditions described herein.

A. Incumbents of the following classifications are eligible to participate in this incentive program:

Battalion Chief (RPHA, RPHE), and  
Chief, Fire Emergency Medical Services (RPHD)

B. All differentials shall be designated as either contingent or permanent allowances and shall be awarded in increments of 2.5% of monthly base salary. The combined contingent and permanent educational incentives awarded any employee in any class noted above shall not exceed 7.5% of monthly base pay.

C. The program is intended to encourage the further professional development of eligible personnel by the pursuit and achievement of job-related certificates or degrees as follows:

1. An Associate of Arts or Science Degree from an accredited college with a major in Fire Technology, Business Administration, Management and Supervision or a related field. Employees must have been hired or promoted prior to January 1, 2020.
2. Certification as either Chief Officer or Chief Fire Officer issued by the State Fire Marshal.
3. Completion of the Executive Fire officer (EFO) program through the National Fire Academy.
4. A Bachelors' or Masters' Degree from an accredited college or University with a major in Business, Management, Public Administration, Emergency Management or a related field.

D. Qualifications for allowances shall be under the following conditions:

1. A contingent allowance of 2.5% shall be awarded for annually completing at least forty (40) hours of approved education or training or at least three (3) approved college semester units (or equivalent quarter units) or an approved combination thereof in pursuit of options (a) through (d) in Section 4 above.



## **SECTION 26 – OTHER TERMS OF EMPLOYMENT**

2. A permanent allowance of 2.5% shall be awarded for possession of one of options (a) through (d) in Section 3 above. A maximum permanent allowance of 5% is allowable.
  3. The combined contingent and permanent allowances awarded to any employee may not exceed seven and one-half percent (7.5%) of the employee's base rate of pay.
- E. The educational incentive program is subject to appropriate administrative guidelines and controls promulgated by the Fire Chief and approved by the Human Resources Director to ensure that the standards described herein are met. Employees who become qualified for allowances as described herein shall be eligible for receipt of the appropriate allowance beginning on the first day of the following month providing that acceptable documentation is received by Fire District Administration not later than the twenty-fifth (25th) of the preceding month.

**26.5 Management Development Policy.** Employees shall be authorized to attend professional training programs, seminars and workshops - a minimum of thirty (30) hours annually, during normal work hours only with the Fire Chief's approval – for the purpose of developing knowledge, skills and abilities in the areas of supervision, management and District/County policies and procedures.

The Fire District is encouraged to provide professional development opportunities for people newly promoted into positions of direct supervision.

Priority for professional training programs shall be afforded those offered through the Contra Costa Training Institute. Other related and appropriate training/education resources approved by the Fire District may be considered.

To encourage personal and professional growth, the District provides reimbursement for certain expenses incurred by employees for job-related training (required training and career development training/education). Provisions for eligibility and reimbursement are determined by the District and County and outlined in District and County policy.

**26.6 Professional Development Reimbursement.** Employees shall be eligible for reimbursement of up to \$450 for each two (2) year period beginning January 1, 2001 for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities and purchase of computer hardware and software.

Authorization for individual professional development reimbursement requests shall be made by the Fire Chief. Reimbursement will occur through the regular demand process with demands being accompanied by proof of payment.

**26.7 Bilingual Pay Differential.** A monthly salary differential shall be paid to incumbents of positions requiring bilingual proficiency as designated by the Fire Chief and the Human Resources Director. The differential shall be prorated for

## **SECTION 27 – SPECIAL ASSIGNMENT PRE-APPROVAL**

employees working less than full time and/or on an unpaid leave of absence during any given month. The differential shall be sixty-five dollars (\$65) per month.

Designation of positions for which bilingual proficiency is required is the sole prerogative of the County, and such designations may be amended or deleted at any time.

**26.8 Emergency Recall and Standby Differential.** Standby and emergency recall is a requirement of all classifications covered under this agreement. A salary differential in the amount of five percent (5%) of monthly base salary shall be in effect for personnel (56 hour) assigned to standby and emergency recall duty a minimum of eight (8) days each month, (twelve (12) days for 40 hour personnel).

## **SECTION 27 – SPECIAL ASSIGNMENT PRE-APPROVAL**

Any special assignment of personnel must be pre-approved, in writing, by the appropriate Assistant Chief or, in their absence, the Duty Fire Chief.

## **SECTION 28 – DAYS AND HOURS OF WORK**

### **28.1 Definitions.**

- A. Regular Work Schedule: A regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours.
- B. Alternate Work Schedule: An alternate work schedule is any work schedule where an employee is regularly scheduled to work five (5) days per week, but the employee's regularly scheduled two (2) days off are NOT Saturday and Sunday.
- C. 9/80 Work Schedule: A 9/80 work schedule is where an employee works a recurring schedule of thirty-six (36) hours in one calendar week and forty-four (44) hours in the next calendar week, but only forty (40) hours in the designated workweek. In the thirty-six (36) hour calendar workweek, four (4) of the workdays are nine (9) hour days and the employee has the same day of the week off that is worked for eight (8) hours in the forty-four (44) hour calendar week. In the forty-four (44) hour calendar week, four (4) of the workdays are nine (9) hours and one of the workdays is eight (8) hours. Specific 9/80 schedules and requirements for employees are provided and authorized under Administrative Bulletin No. 435.
- D. 56 Hour Schedules: For employees working in 56-hour classifications, the regular schedule consists of a six day tour of duty that includes two (2) regularly scheduled 24-hour workdays and four (4) days off, commonly referred to as 48/96.

## **SECTION 28 – DAYS AND HOURS OF WORK**

- E. Nothing herein shall preclude the Fire Chief or designee from assigning employees of this unit between the existing work schedules or to the work assignments which best meet the workload demands and operational needs of the District and/or which results in the provision of effective, efficient services to the public.

### **28.2 Designated Workweek and Work Schedules.**

- A. Designated Workweek for Employees on Regular and Alternate Work Schedule: For employees on regular and alternate work schedules, the designated workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on the following Sunday.
- B. Designated Workweek for Employees on a 9/80 Work Schedule: The 9/80 designated workweek begins on the same day of the week as the employee's eight (8) hour work day and regularly scheduled 9/80 day off. The start time of the designated workweek is four (4) hours and one (1) minute after the start time of the eight (8) hour workday. The end time of the designated workweek is four (4) hours after the eight (8) hour workday start time. The result is a designated workweek that is a fixed and regularly recurring period of seven (7) consecutive 24 hour periods (168 hours).

**28.3 Battalion Reassignments.** In the event that the Fire Chief or designee determines a need to reassign Battalion Chief(s) from one battalion to another battalion, from one 56-hour shift to another 56-hour shift, or both, the Fire Chief or designee will provide written notice to all impacted Battalion Chiefs of such need. Such notice will be provided at least five (5) days prior to implementing the change.

After providing such notice, the Fire Chief or designee will make reassignment(s) at his/her sole discretion.

**28.4 Schedule Reassignments.** In the event that the Fire Chief or designee determines a need to reassign a bargaining unit member from one schedule to another schedule listed in Section A., the Fire Chief or designee will provide written notice to all impacted Battalion Chiefs of such need. Such notice will be provided at least seven (7) days prior to implementing the change.

After providing such notice, the Fire Chief or designee may make reassignment(s).

If the Association makes a request within five (5) days of this assignment, the Fire Chief or designee will meet with representatives of the Association to discuss the assignment(s) and to review alternatives. The Fire Chief or designee will then confirm or amend the assignment(s).

In the event that the affected employee(s) assignment is involuntary, the

## **SECTION 29 – MAXIMUM CONTINUOUS WORK HOURS**

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assignment shall not exceed one (1) year.

**28.5 Designation of Assignments.** Nothing herein shall preclude the Fire Chief or designee from making assignments as necessary to deal with emergency conditions. The Fire Chief or designee shall follow the provisions listed above as soon as possible after the emergency assignment is proposed and/or has been made.

**28.6 Time Reporting and Pay Practices Waiver.** The Association agrees to the implementation of an Automated Timekeeping System. The Association waives its right to meet and confer regarding any impacts that may result from the County's implementation of the automated timekeeping system, including but not limited to, changes to current departmental time reporting and pay practices. The Association agrees to convert from the current payroll cycle when the County is able to upgrade the current payroll system or implement a new County payroll system.

## **SECTION 29 – MAXIMUM CONTINUOUS WORK HOURS**

The maximum number of continuous work hours for Battalion Chiefs shall be limited to 96 hours.

- A. An employee must have twenty-four (24) hours off after a 96 hour continuous segment.
- B. Exceptions may be made (at the discretion of the Duty Chief or) if emergency activities require extended schedules (for example, mandatory hold-overs).
- C. This proposal does not apply to strike team assignments and/or incident management team deployments.

## **SECTION 30 – BATTALION CHIEF OPENINGS**

As assignments for a Battalion Chief occur, Battalion Chiefs shall be notified of such openings and be afforded an opportunity to request reassignment - said request to be submitted in writing to the Fire Chief or designee. However, requests will be granted or denied at the sole discretion of the Fire Chief

## **SECTION 31 – SERVICE AWARDS**

The District shall continue its present policy with respect to service awards including time off; provided, however, that the type of award given shall be at the sole discretion of the County.

## **SECTION 32 - DEFINITIONS FOR SERVICE AWARDS AND VACATION ACCRUALS**

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### **SECTION 32 - DEFINITIONS FOR SERVICE AWARDS AND VACATION ACCRUALS**

The length of service credits of each employee of the District shall date from the beginning of the last period of continuous District employment (including temporary, provisional and permanent status, and absences on approved leave of absence). When an employee separates from a permanent position in good standing and within two (2) years is re-employed in a permanent District position or is re-employed in a permanent District position from a layoff list within the period of layoff eligibility, service credits shall include all credits accumulated at time of separation, but shall not include the period of separation. The Director of Human Resources shall determine these matters based on the employee status records in their department.

### **SECTION 33 - UNFAIR LABOR PRACTICE**

Either the District/County or the Association may file an Unfair Labor Practice, as defined in Chapter 34-22 of Resolution 81/1165, against the other.

If not resolved in discussions between the parties, the parties may, but need not agree to have allegations of an Unfair Labor Practice heard by a mutually agreed upon impartial third party.

### **SECTION 34 - ADOPTION**

The provisions of this Memorandum of Understanding shall be made applicable on the dates indicated and upon approval by the Board of Supervisors. 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 35 - SCOPE OF AGREEMENT & SEPARABILITY OF PROVISIONS**

**35.1 Scope of Agreement.** Except as otherwise specifically provided herein, this Memorandum of Understanding represents the full and complete incorporation of those proposals which were considered and evaluated pursuant to the meet and confer process. This Memorandum of Understanding constitutes the entire and sole agreement between the Parties on any and all matters that 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. Any past side letters or any other agreements that are not incorporated into or attached to this MOU are deemed expired upon approval of this MOU by the Board of Directors.

## **SECTION 35 - SCOPE OF AGREEMENT & SEPARABILITY OF PROVISIONS**

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The Association understands and agrees that the County and/or 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.

**35.2 Separability of Provisions.** Should any section, clause or provision of this Memorandum of Understanding 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 Memorandum of Understanding.

**35.3 Personnel Management Regulations.** Where a specific provision contained in a section of this Memorandum of Understanding conflicts with a specific provision contained in a section of the Personnel Management Regulations, the provision of this Memorandum of Understanding shall prevail. Those provisions of the Personnel Management Regulations within the scope of representation which are not in conflict with the provisions of this Memorandum of Understanding and those provisions of the Personnel Management Regulations which are not within the scope of representation shall be considered in full force and effect.

**35.4 Duration of Agreement.** This Agreement shall continue in full force and effect from July 1, 2020 to and including June 30, 2023. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the Agreement.

**UNITED CHIEF OFFICERS ASSOCIATION**

**ATTACHMENT**

**ATTACHMENT A**

**CLASS & SALARY LISTING**

**UNITED CHIEF OFFICERS ASSOCIATION  
CLASS AND SALARY LISTING  
Effective July 1, 2020**

<b>Job Code</b>	<b>Class Title</b>	<b>Flex Staff (F) / Deep Class (D)</b>	<b>Salary Range</b>	
			<b>From</b>	<b>To</b>
RPHE*	Battalion Chief-40 Hour		\$13,493.62	\$14,876.72
RPHA*	Battalion Chief-56 Hour		\$13,493.62	\$14,876.72
RPHD*	Chief Fire Emergency Med Svcs		\$13,512.97	\$14,898.05

\* All classifications are Safety



**UNITED CHIEF OFFICERS ASSOCIATION**

**SUBJECT INDEX**

Accrual During Leave Without Pay .....	17
Acting Battalion Chief Assignments .....	15
Acting in a Higher Class.....	13
Additional Hours.....	14
Adoption.....	55
Advance Notice.....	6
Aggregate Use for Parents .....	25
Anniversary Dates.....	9
Annual Administrative Leave .....	15
Assignment of Classes to Bargaining Units .....	7
Association Dues Form.....	4
Association Notification.....	15
Association Recognition.....	4
Association Representatives.....	9
Association Security.....	4
Attendance at Meetings .....	8
Battalion Chief Openings .....	54
Battalion Reassignments .....	53
Bilingual Pay Differential .....	51
CalPERS Health Plan Monthly Premium Subsidy.....	28
Cause for Dismissal, Suspension, Demotion and Reduction in Salary .....	40
Certification for FMLA/CFRA .....	26
Certification Requirements.....	48
Clarification on Time Limits of the Complaint Procedure .....	44
Classes with Changed Probationary Periods.....	35
Coerced Resignations.....	39
Commuter Benefit Program .....	48
Communicating With Employees .....	5
Compensation Complaints.....	45
Compensation for Portion of Month .....	11
Complaint Filing .....	45
Constructive Resignation .....	38
Contra Costa Health Plan (CCHP).....	28
Credit Accrued and Charges Against Sick Leave .....	18
Days and Hours of Work.....	52
Deferred Compensation Incentive.....	49
Definitions .....	2
Definitions (Days and Hours of Work).....	53
Definitions (Leave of Absence) .....	25
Definitions for Service Awards and Vacation Accruals.....	55

Dental Plan .....	29
Dependent Care Assistance Program.....	34
Designated Workweek and Work Schedules .....	53
Designation of Assignments .....	54
Discrimination Prohibited .....	7
Dismissal, Suspension, Demotion And Reduction in Salary .....	40
District Dental Plan Premium Subsidy On and After January 1, 2014.....	29
Dual Coverage .....	33
Dues Deduction .....	4
Duration (Probationary Period) .....	35
Duration of Agreement.....	56
Educational Incentive Program .....	50
Effective Resignation .....	39
Emergency Recall and Standby Differential.....	52
Employee Representation Rights.....	46
Entrance Salary .....	9
Extended Coverage .....	32
Fifty-Six (56) Hour Employees .....	16
Forty (40) Hour Employees .....	16
General Administration – Leaves of Absence .....	23
General Provisions.....	16
General Terms (Certification Requirements) .....	48
General Terms (Holidays).....	16
Group Health Plan Coverage .....	26
Health and Welfare, Life and Dental Care .....	28
Health Care Spending Account.....	34
Health Plan .....	28
Holidays .....	15
Holidays Observed.....	15
Increments Within Range.....	10
Intermittent Use of Leave .....	25
Layoff During Probation .....	36
Leave of Absence .....	23
Leave of Absence Replacement and Reinstatement .....	27
Leave Pending Employee Response .....	41
Leave Without Pay .....	23
Leave Without Pay – Use of Accruals.....	27
Letter of Reprimand .....	45
Life Insurance Benefit Under Health and Dental Plans .....	31
Life Insurance Contribution .....	31

List of Employees with Dues Deduction.....	7
Long-Term Disability Insurance .....	34
Longevity Pay .....	49
Maintenance of Membership.....	5
Management Complaint Procedure .....	42
Management Development Policy .....	51
Management Life Insurance .....	33
Maximum Continuous Work Hours .....	54
Merit Board .....	45
Mileage .....	48
Military Leave.....	24
Name .....	4
No Strike .....	45
Number of Shift Battalion Chiefs Off on Elective Leave .....	23
Official Representatives .....	8
Other Terms of Employment.....	48
Overtime Compensation .....	14
Part-Time Compensation .....	11
Payment.....	13
Pay Warrant Errors .....	13
Permanent Part-Time Employees .....	16
Personnel Management Regulations .....	56
PERS Long Term Care .....	34
Physical Examination as Part of Promotional Examination.....	38
Policies Governing the Use of Paid Sick Leave .....	19
Position Reclassification .....	11
Pregnancy Disability Leave.....	26
Premium Conversion Plan .....	34
Premium Payments.....	31
Prevailing Section .....	34
Probationary Period .....	35
Probationary Period Time .....	35
Procedure on Dismissal, Suspension or Disciplinary Demotion.....	41
Professional Development Reimbursement.....	51
Prohibited Uses of Paid Sick Leave .....	22
Promotion .....	37
Promotion Policy .....	37
Promotion Via Reclassification Without Examination.....	37
Pro-rated Accruals .....	17
Purpose .....	18
Rate Information .....	31
Recognition .....	4
Regular Appointment .....	36
Reinstatement From Family Care/Medical Leave .....	27

Rejection During Probation .....	35
Rejection During Probation of Layoff Employee .....	37
Representation Outside of Association .....	44
Required Certifications.....	48
Requirements for Promotional Standing .....	37
Resignations .....	38
Resignation in Good Standing .....	38
Retirement Contribution .....	46
Retirement Coverage.....	32
Revocation.....	39
Safety.....	47
Safety Employees Retirement .....	46
Salaries.....	9
Salary on Involuntary Demotion.....	12
Salary on Promotion .....	12
Salary on Voluntary Demotion .....	13
Salary Reallocation and Salary on Reallocation .....	11
Salary Review While on Leave of Absence .....	28
Schedule Reassignments .....	53
Scope of Adjustment Board and Arbitration Decisions.....	44
Scope of Agreement .....	55
Scope of Agreement & Separability of Provisions.....	55
Seniority Credits.....	38
Separability of Provisions.....	56
Service Awards.....	54
Sick Leave .....	18
Sick Leave Incentive Plan.....	22
Skelly Requirements .....	41
Special Assignment Pre-Approval.....	52
Suspensions Without Pay .....	41
Time Reporting and Pay Practices Waiver .....	54
Training.....	50
Unauthorized Absence.....	28
Unfair Labor Practice .....	55
Uniform Allowance .....	48
Use of District Buildings .....	6
Vacation Accrual Rates.....	17
Vacation Allowance for Separated Employees .....	18
Vacation Buy Back.....	17
Vacation Leave .....	16
Vacation Leave on Reemployment from a Layoff List.....	18
Voluntary Vision Plan.....	34
Wages.....	9
Withdrawal of Membership .....	5
Written Statement for New Employees .....	7