

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



JULY 1, 2020 – JUNE 30, 2023

**IAFF LOCAL 1230
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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CONTRA COSTA COUNTY
FIRE PROTECTION DISTRICT
AND
UNITED PROFESSIONAL FIRE FIGHTERS I.A.F.F.
LOCAL 1230**

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 Suppression and Prevention 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 purposes of this Memorandum of Understanding, Fire Protection District Personnel Bulletins on the subject of Shift Activities (1), Morning Change of Shift Assembly (2), Roll Call (3), Firefighter-Paramedic Classification (51A), Paramedic Licensure and Accreditation (51C), Removal from the District Paramedic Program (51D), and Fire Station Assignments (81) 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.

DEFINITIONS

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

- A. Appointing Authority: Fire Chief unless otherwise provided by statute or ordinance.
- B. 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.
- C. Class Title: the designation given to a class, to each position allocated to the class, and to the employees allocated to the class.
- D. County: Contra Costa County.
- E. 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.
- F. District: Contra Costa County Fire Protection District.
- G. Director of Human Resources: the person designated by the County Administrator to serve as the Assistant County Administrator-Director of Human Resources.
- H. Eligible: any person whose name is on an employment or reemployment or layoff list for a given class.
- I. 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.
- J. Employment List: a list of persons, who have been found qualified for employment in a specific class.
- K. 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.

DEFINITIONS

- L. Merit System: the Contra Costa County Merit System.
- M. 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.
- N. 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.
- O. Personnel: the same as employee.
- P. Permanent Position: any position which has required, or which will require the services of an incumbent without interruption, for an indefinite period.
- Q. 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.
- R. 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.
- S. Position: the assigned duties and responsibilities calling for the regular full-time, part-time or intermittent employment of a person.
- T. 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.
- U. 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.
- V. 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.
- W. Resignation: the voluntary termination of permanent employment with the District.

SECTION 1 - RECOGNITION

- X. Transfer: The change of an employee who has permanent status in a position to another position in a different class for which the top step of the salary range is within +/- five (5) percent of the top step of the classification previously occupied by the employee. However, when an employee is selected from an eligible list established as a result of a competitive recruitment to a classification with a top step that is greater than or equal to the top step of the classification the employee previously occupied, such action will be considered a Promotion.
- Y. Union: International Association of Fire Fighters, Local 1230, A.F.L.-C.I.O.

SECTION 1 - RECOGNITION

1.1 Union Recognition. The Union is the formally recognized employee organization for the Fire Suppression and Prevention Unit and such organization has been certified as such pursuant to Resolution 81/1165 Chapter 34-12.

SECTION 2 - UNION 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 union has the exclusive privilege of dues deduction for all members in its unit.

The Union shall indemnify, defend, and hold the District harmless against any claims made and against any suit instituted against the District on account of dues deduction. The Union shall refund to the District any amounts paid to it in error upon the presentation of supporting evidence.

A. **Notification of Dues Deduction Changes.** The Union shall regularly provide the County Auditor-Controller in a manner that has been mutually agreed upon, with the names of employees for whom dues deductions should be initiated, changed, or discontinued pursuant to this section. The Union will submit a spreadsheet in an agreed upon format to the Office of the Auditor-Controller via email. Requests for dues deductions received by the Auditor-Controller by the close of business at least five (5) business days prior to the end of the pay period will be implemented in the following pay period.

B. The District shall furnish a list of all new hires to the Union monthly.

2.2 Communicating With Employees. The Union 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 Union, provided the communications displayed have to do with official organization business such as times and places of meetings and further provided that the Union appropriately posts and removes the information. The Fire Chief

SECTION 2 - UNION SECURITY

reserves the right to remove objectionable materials.

Representatives of the Union, not on District time, shall be permitted to place a supply of employee literature at specific locations in District buildings if arranged through the 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. The Union shall be allowed access to work locations in which it represents employees for the following purposes:

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

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

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

- A. such space is available and its use by the Union is scheduled twenty-four (24) hours in advance;
- B. there is no additional cost to the District;
- C. it does not interfere with normal District operations;
- D. employees in attendance are not on duty and are not scheduled for duty;
- E. the meetings are on matters within the scope or representation.

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

SECTION 2 - UNION SECURITY

2.4 **Advance Notice.** The Union shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope or 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.

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.

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

2.6 **Assignment of Classes to Bargaining Units.** The 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.

2.7 **New Employees.** The District will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by the Union, that the employee's classification is represented by the Union and the name of a representative of the Union.

SECTION 3 - NO DISCRIMINATION

2.8 **Modification & Decertification.** For the duration of this Memorandum of Understanding, the following shall apply:

Resolution 81/1165 Section 34-12.008 - Unit Determination (a) shall be modified in the first paragraph to delete the ten percent (10%) requirement for an employee organization intervening in the unit determination process and substitute therefore a thirty percent (30%) requirement.

Resolution 81/1165 Section 34-12.012 - Election Procedure (b) shall be modified in the first paragraph to delete the ten percent (10%) requirement for any recognized employee organization(s) to appear on the ballot and substitute therefore a thirty percent (30%) requirement.

Resolution 81/1165 Section 34-12.016 Modification of Representation Units shall be modified in the first sentence by adding words to the effect of "most recent" to the date of determination. This section shall be modified in the second sentence to require that petitions for modification of a representation unit be filed during a period of not more than one hundred and fifty (150) days nor less than one hundred and twenty (120) days prior to the expiration of the Memorandum of Understanding in effect. The last sentence of this section shall be modified so that modification of a representation unit shall not negate the term of an existing Memorandum of Understanding between the District and the recognized employee organization of the unit prior to the modification proceedings.

Resolution 81/1165 Section 34-12.018 Decertification Procedure shall be modified in the first sentence by adding words to the effect of "most recent" to the date of formal recognition and by requiring the petition be submitted during a period of not more than one hundred and fifty (150) days nor less than one hundred and twenty (120) days prior to the expiration of the Memorandum of Understanding in effect.

SECTION 3 - NO DISCRIMINATION

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 District; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established for that position or from carrying out the duties of the position safely. There shall be no discrimination because of Union membership or legitimate Union activity against any employee or applicant for employment.

The District and the Union 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 Union will be advised of such proposed accommodation. Upon request,

SECTION 4 - OFFICIAL REPRESENTATIVES

the District will meet and confer with the Union on the impact of such accommodation. If the District and the Union 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 Union may grieve any action by the District under this Section alleged by the Union 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 Union 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 grievances filed pursuant to Section 21 (Grievance 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 grievance;
- E. if they are designated as spokesperson or representative of the Union and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the Fire Chief 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 Union Representatives. Official representatives of the Union 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 Employee Relations Officer 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 appropriate Fire District emergency operations.

SECTION 5 - SALARIES

5.1 General Wages.

The wages for all classifications in the Fire Suppression and Prevention Unit of IAFF, Local 1230 will be as shown in Attachment A – Class and Salary Listing.

- A. Effective July 1, 2020, reallocate the Fire Fighter-Recruit (RPWD) classification to one step and set the step at 90% of the first step of Firefighter/40 hour (RPWF).
- B. 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 will be increased by five percent (5%)
- C. Effective July 1, 2021, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).
- D. Effective July 1, 2022, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).

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.
- 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.

SECTION 5 - SALARIES

- 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 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, apart from the general salary increase or decrease described in 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

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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 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 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

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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 Fire Investigation Unit.

A. Fire Investigation Off-Duty Standby Differential. Represented members assigned to participate in the Fire Investigation Off-Duty Standby Team will receive a monthly pay differential of 5% of their base pay.

To be eligible for this differential, the employee must be on-call to the Fire Investigation Off-Duty Standby Team at least ten (10) days per month and must have their schedule approved by the Fire Marshal, or his designee.

B. Fire Investigation Unit Staffing. The District may, at any time, consider the feasibility of changing the Fire Investigation Unit staffing to a 24-hour on-duty shift schedule. If, after considering the feasibility of this change, the District concludes that a 24-hour on-duty shift schedule is preferable to the current schedule, the Fire Investigation Unit staffing will be changed to a 24-hour on-duty shift schedule.

5.13 Acting in a Higher Class. In lieu of Pay for Work in Higher Classification, all employees may be required to act in a higher classification at the discretion of the District without additional compensation. Such assignments will not be made as alternatives to Merit System promotions.

5.14 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 5.15 all required or

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requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

5.15 Pay Warrants. Employee pay warrants shall be delivered to a work place designated by the District by 8:00 a.m. on the 10th and 25th of each month. Should the 10th or 25th of the month fall on Saturday, Sunday, or a holiday, pay warrants will be delivered by 8:00 a.m. on the preceding County workday.

5.16 Pay Warrant Errors. If an employee receives a pay warrant which has an error in the amount of compensation to be received and if this error occurred as a result of a mistake by the 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 Labor Relations 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.

5.17 Training and Prevention Differential.

A. Employees in the classifications of Fire Training Captain (RPTE), Fire Prevention Captain (RPTD), Fire Captain-Paramedic/40 Hour (RPTF), Fire Training Captain– Paramedic (RFTG) and Fire Captain – 40 hour (RPTC), who are permanently allocated to the Contra Costa Fire Protection District Training Division, Fire Prevention Bureau, or the EMS Division, shall receive a monthly pay differential of fifteen percent (15%) of base pay.

5.18 Temporary Staff Assignment Differential.

A. Employees in the following 56-hour classifications: Firefighter (RPWA), Firefighter-Paramedic (RPWB), Fire Engineer (RPVC), Fire Captain (RPTA), Fire Engineer Paramedic (RPVF) or Fire Captain

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Paramedic (RPTH) who are placed in a corresponding 40-hour work week Temporary Staff Assignment, shall receive a pay differential in the amount of fifteen percent (15%) of base pay (excluding differentials) and will last for the duration of the 40-hour work week assignment.

- B. The District shall only utilize the 40-hour work week Temporary Staff Assignment differentials with employees who are serving the District in assignments as Trainers – primarily associated with the Firefighter Training Academy. No more than four (4) such assignments shall exist at any one time. Assignment to and removal from these Temporary Staff Assignments are at the discretion of the District.
- C. The Temporary Staff Assignment differential excludes: those employees who do not meet the aforementioned criteria; the classification of Firefighter Recruit, Firefighter - Paramedic Recruit; employees regularly working a 40-hour work week; and those employees regularly working a 56-hour assignment who are working a light-duty schedule or are otherwise already temporarily working a 40-hour schedule.

5.19 Hazardous Materials Response Team Differential. Eligible employees assigned to the District's Hazardous Materials Response Team ("HMRT") will receive a differential of five percent (5%) of the employee's monthly base rate of pay for each month of the assignment effective on the first day of the month following the District's written verification of the employee's assignment. To be eligible for this differential, employees must first:

- 1) Complete all minimum training and assignments required by the District to qualify as an HMRT member; and
- 2) Receive written verification from the District that the employee qualifies and is assigned to the HMRT.
- 3) Complete and maintain any other prerequisites for the HRMT assignment that are identified in Personnel Bulletins.

The District has the sole discretion to assign or remove an employee from the HMRT. This HMRT Differential Section 5.19 will not be effective until the District determines that the HMRT is operational and notifies the union of such determination. This differential will be paid prospectively only from the effective date of this section.

5.20 REACH Partnership Helicopter Differential. Employees in the classification of Fire Captain-Paramedic/56 Hour (RPTH), who meet the following eligibility requirements and are assigned to the REACH Partnership, will be paid a monthly pay differential of five percent (5%) of the employee's monthly base rate of pay (not including other differentials) for each month of the assignment.

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The differential will be effective beginning the first day of the month following the District's receipt of a valid and current Flight Paramedic Certification (FP-C).

To be eligible for the REACH Partnership assignment, employees must first:

- 1) Complete all minimum training assignments required to operate as a flight paramedic in the REACH Partnership;
- 2) Maintain a valid and current FP-C;
- 3) Complete and maintain any other prerequisites for the REACH Partnership that are identified in Personnel Bulletins.

The District has the sole discretion to assign or remove an employee from the REACH Partnership. Removal from the REACH partnership will result in termination of the differential beginning the first day of the month following termination of the assignment

SECTION 6 – OVERTIME

6.1 Overtime. Permanent full-time and part-time employees are entitled to receive overtime pay for any authorized hours worked in excess of the employee's daily number of scheduled hours. For example, an employee who is scheduled to work ten (10) hours per day and who works eleven (11) hours on a particular day would be entitled to one (1) hour of overtime. Overtime pay is compensated at the rate of one and one-half (1-1/2) times the employee's base rate of pay (not including shift and any other special differentials). Any shift or special differentials that are applicable during overtime hours worked will be computed on the employee's base rate of pay, not on the overtime rate of pay.

Fire Suppression Personnel: Employees in the classifications of Fire Investigator-56 Hour (RJWH), Fire Captain-56 Hour (RPTA), Fire Captain-Paramedic-56 Hour (RPTH), Fire Engineer-56 Hour (RPVC), Fire Engineer-Paramedic-56 Hour (RPVF), Firefighter-56 Hour (RPWA), and Firefighter-Paramedic-56 Hour (RPWB) who work a 56-hour shift within a 24-day/182 hour FLSA work period will receive an additional 2.61% of monthly base pay, as "FLSA pay" to compensate them for the ten (10) regularly scheduled hours each 24-day FLSA work period in excess of the 182 hour FLSA overtime threshold. These employees will receive this additional payment regardless of whether an individual actually works all of the 192 regularly scheduled work hours in the applicable 24-day FLSA work period.

Overtime for permanent employees is earned and credited in a minimum of one-tenth hour increments.

6.2 Overtime Recall List. The District and the Union have agreed on a recall list which shall be used for overtime work. The agreed upon list shall not apply to emergency overtime, nor shall it apply when employees are recalled to perform specialized duty assignments.

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6.3 **Eligibility for Overtime.** Overtime is not authorized for employees who are AWOL/AWOP or serving disciplinary actions.

SECTION 7 - CALL BACK

Employees called back for work performed outside their regular work schedule shall be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate for time actually worked with a minimum of two (2) hours pay. This two (2) hours minimum does not apply when an employee is called back and reports to work less than two (2) hours before the beginning of the employee's regular shift.

7.1 **Emergency Recall.** Emergency recall is the recall of 56-hour or 40-hour personnel to respond to an emergency in progress, an expected or anticipated severe weather event, or staffing of apparatus or equipment for high fire conditions, such as a red flag warning or for other emergency considerations at the Fire Chief's discretion. Emergency recall must be approved by the Duty Chief. All off-duty personnel are subject to emergency recall when needed. Personnel who do not comply with a request to work an emergency recall assignment may be subject to disciplinary action.

SECTION 8 – DAYS AND HOURS OF WORK

8.1 **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. **4/10 Work Schedule:** A 4/10 work schedule is four (4) ten hour days in a seven (7) day period, for a total of forty (40) hours per week.
- D. **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.

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- E. Kelly Schedule: The Kelly schedule consists of a 9-day cycle where each platoon (A, B, C shift) works one 24-hour shift, followed by 24 hours off duty, works another 24-hour shift, followed by 24 hours off duty, then works a final 24-hour shift, followed by 4 consecutive days off duty.
- F. Regular Schedule for Employees in 56 Hour Classifications: For employees in the classifications of Fire Captain-56 Hour (RPTA), Fire Captain-Paramedic-56 Hour (RPTH), Fire Engineer-56 Hour (RPVC), Fire Engineer-Paramedic-56 Hour (RPVF), Fire Investigator-56 Hour (RJWH), Firefighter-56 Hour (RPWA), and Firefighter-Paramedic-56 Hour (RPWB) 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.

8.2 Designated Workweek and Work Schedules.

- A. Designated Workweek for Employees on Regular, Alternate, and 4/10 Work Schedules: For employees on regular, alternate, and 4/10 work schedules, the designated workweek begins at 12:01 a.m. on Monday and ends at 12:00 a.m. (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).

8.3 Time Reporting and Pay Practices Waiver: The Union agrees to the implementation of an Automated Timekeeping System. The Union 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 Union 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.

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- 9.1 Holidays Observed.** The District will observe the following holidays:
- A. January 1st, known as New Years Day
Third Monday in January, known as Dr. M. L. King Jr. Day
Third Monday in February, known as Presidents Day
February 12th, known as Lincoln's Day

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The last Monday in May, known as Memorial Day
July 4th, known as Independence Day
First Monday in September, known as Labor Day
September 9th, known as Admission Day
Second Monday in October, known as Columbus 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.

- B. Employees in the classifications of Fire Captain-56 Hour (RPTA), Fire Captain-Paramedic-56 Hour (RPTH), Fire Engineer-56 Hour (RPVC), Fire Engineer-Paramedic-56 Hour (RPVF), Firefighter-56 Hour (RPWA), Firefighter-Paramedic-56 Hour (RPWB), Fire Investigator-56 Hour (RJWH), Fire District Dispatcher (REWA), and Senior Fire District Dispatcher-56 Hour (RETA) will receive twelve (12) hours of holiday pay for each holiday listed in Section 9.1.A above. Employees on a regular 40-hour weekly schedule will observe (day off work) each holiday listed in Section 9.1.A, above, with no reduction in pay.
- C. For forty (40) hour employees effective May 1, 1982, Lincoln's Day, Admission Day, and Columbus Day shall be deleted as holidays and each employee shall be allowed to either (1) schedule a personal holiday on any of the above three (3) deleted holidays, or (2) accrue eight (8) hours of personal holiday credit when Lincoln's Day, Admission Day, and Columbus Day occur. Such personal holiday time may be taken in increments of one (1) minute, and preference of personal holidays shall be given to employees according to their seniority in the District as reasonably as possible. No employee may accrue more than thirty-two (32) hours of personal holiday credit.
- On separation from District service, an employee shall be paid for any unused personal holiday credits at the employee's then current pay rate.
- D. When a holiday falls on the regularly scheduled day off of any employee who is on a flexible, alternate, 9/80, or 4/10 work schedule, the employee is entitled to take the day off, without reduction in pay, in recognition of the holiday. These employees are entitled to request another day off in recognition of their regularly scheduled day off. The requested day off must be within the same workweek as the holiday and it must be pre-approved by the employee's supervisor. If the day off is not approved by the supervisor, it is lost. If the approved day off is a nine (9) hour workday, the employee must use one (1) hour of non-sick leave accruals. If the approved day off is a ten (10) hour workday, the employee must use two (2) hours of non-sick leave

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accruals. If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.

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

9.3 Permanent Part-Time Employees. Permanent Part-Time Employees are entitled to observe (day off) a holiday listed in Section 9.1.A, above, in the same ratio as the number of hours in the part-time employee's weekly schedule bears to forty (40) hours, regardless of whether the holiday falls on the part-time employee's regular work day.

SECTION 10 - VACATION LEAVE

10.1 Vacation Leave. The rates at which employees accrue vacation credits and the maximum accumulations thereof are as follows:

40 Hour Shift Employees

<u>Length of Service</u>	<u>Monthly Accrual</u> <u>Hours</u>	<u>Maximum</u> <u>Cumulative</u> <u>Hours</u>
Under 11 years of completed service	10	240
Beg. with 11 – 15 yrs completed service	12-2/3	304
Beg. with 16 – 20 yrs completed service	13-1/3	320
Beg. with 21 – 25 yrs completed service	16-2/3	400
Beg. with 26 – 30 yrs completed service	20	480
Beginning with 31 yrs service	23-1/3	560

56 Hour Shift Employees

<u>Length of Service</u>	<u>Monthly Accrual</u> <u>Hours</u>	<u>Maximum</u> <u>Cumulative</u> <u>Hours</u>
Under 11 years of completed service	14	336
Beg. with 11 – 15 yrs completed service	16	384
Beg. with 16 – 20 yrs completed service	19	456
Beg. with 21 – 25 yrs completed service	24	576
Beg. with 26 – 30 yrs completed service	28	672
Beginning with 31 yrs service	33	792

10.2 Vacation Leave on Reemployment from a Layoff List. Employees with six (6) months or more service in a permanent position prior to their layoff, 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

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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.

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The employee may be required to provide a physician's note upon return to work for all absences exceeding four (4) days for (40-hour) personnel or three (3) days for shift (56-hour) personnel. Failure to provide a physician's note will result in vacation or other non-sick leave accruals being used for the absence. In the event vacation or other non-sick leave accruals are not available, the employee shall be placed in AWOP status for the duration of the absence.

11.1 Accrual of Sick Leave. Twenty-four (24) hour shift personnel shall accrue sick leave at the rate of twelve (12) hours per month.

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

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

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

The District shall implement the above provision by revision and updating of the appropriate District Personnel Bulletins.

11.3 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

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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.

- 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 such examination to 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.

The District shall implement the above provisions by revision and updating of the appropriate District Personnel Bulletins.

11.4 Definition of Immediate Family. "Immediate Family" means and includes only the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster children, aunt, uncle, cousin, stepbrother, stepsister or domestic partner of an employee and/or includes any other person for whom the employee is the legal guardian or conservator, or any person who is claimed as a "dependent" for IRS reporting purposes by the employee.

11.5 Prearranged Medical Appointments. Employees who wish to use sick leave for prearranged doctor or dentist appointments shall notify their appropriate supervisor of the appointment twenty-four (24) hours prior to the beginning of the shift during which the appointment is scheduled.

11.6 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.

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11.7 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, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals other than sick leave may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.

SECTION 12 – WORKERS’ COMPENSATION

12.1 Workers' Compensation - Safety.

A. State Labor Code 4850 Pay. Specified employees as defined in State Labor Code 4850 who are members of the Contra Costa County Retirement System continue to receive full salary benefits in lieu of temporary disability during any absence from work which qualifies for Workers' Compensation benefits.

Currently, the maximum 4850 pay is one (1) year for any injury or illness. To be eligible for this benefit, the employee must be under the care of a physician. All 4850 pay shall be approved by the County Administrator's Office, Risk Management Division.

B. Sick Leave and Vacation. Sick leave and vacation shall accrue in accordance with the provision of State Labor Code 4850.

C. Pay Beyond One Year. If an injured employee remains eligible for Workers' Compensation temporary disability benefits beyond one year, full salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits (use of vacation accruals must be approved by the department and the employee). If salary integration is no longer available because accruals are exhausted, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.

D. Health Insurance. The District subsidy of the employee's group insurance plan(s) continues during the 4850 pay period and during integration of sick leave or vacation with Workers' Compensation benefits.

E. Integration Formula. An employee's sick leave and/or vacation charges shall be calculated as follows: $C = 8 [1 - (W : S)]$
C = Sick leave or vacation charge per day (in hrs.)
W = Statutory temporary disability benefit due for month
S = Monthly salary

F. Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to leave work

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for treatment during working hours, the employee shall be allowed time off up to three (3) hours for such treatment without loss of pay or benefits. Said visits are to be scheduled contiguous to either the beginning or end of the scheduled work day whenever possible. This provision applies only to injuries/illnesses that have been accepted by Risk Management as a job connected injury.

12.2 Workers' Compensation & Continuing Pay for Non-Safety Employees.

A. Waiting Period.

1. Employees who leave work as a result of an on the job injury will have the balance of that day charged to sick leave and/or vacation accruals. This will be considered as the last day worked for purposes of determining Workers' Compensation benefits.
2. There is a three (3) calendar day waiting period before Workers' Compensation benefits commence. If the injured worker loses any time on the day of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the day of injury, the waiting period will be the first three (3) calendar days the employee does not work as a result of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for Workers' Compensation, the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.

B. Continuing Pay.

1. A permanent employee shall receive 70% of regular monthly salary during any period of compensable temporary disability absence not to exceed one year. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work connected disability which qualifies for temporary disability compensation under Workers' Compensation Law set forth in Division 4 of the California Labor Code. When any disability becomes medically permanent and stationary, the salary provided by this Section shall terminate. The employee shall return to the County all temporary disability payments received by him from any County funded Workers' Compensation or other County wage replacement program. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and

SECTION 12 – WORKERS’ COMPENSATION

vacation rights shall not accrue for those periods during which continuing pay is received.

The maximum period of continuing pay for any one injury or illness shall be up to one (1) year from the date of temporary disability.

If Workers' Compensation becomes taxable, the County agrees to restore the benefit to (100% of monthly salary).

2. Continuing pay begins at the same time that temporary Workers' Compensation starts and continues until the temporary disability ends, or until one (1) year from the date of temporary disability payments, whichever comes first, provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, suspension or any other action that determines the employee is no longer employed by the County. In these instances, employee will be paid Workers' Compensation benefits as prescribed by Workers' Compensation laws. All continuing pay will be cleared through the County Administrator's Office, Risk Management Division.
- C. Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to leave work for treatment during working hours, the employee shall be allowed time off up to three (3) hours for such treatment without loss of pay or benefits. Said visits are to be scheduled contiguous to either the beginning or end of the scheduled work day whenever possible. This provision applies only to injuries/illnesses that have been accepted by the County as a job connected injury.
- D. Pay Beyond One Year. If an injured employee remains eligible for temporary disability beyond one (1) year, the employee's applicable salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits. If salary integration is no longer available, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.
- E. Health Insurance. The County subsidy of the employee's group insurance plan(s) continues during the continuing pay period and during integration of sick leave or vacation with Workers' Compensation benefits.
- F. Method of Integration. An employee's sick leave and/or vacation charges shall be calculated as follows: $C = 8 [1 - (W \div S)]$

C = Sick leave or vacation charge per day (in hours)

SECTION 13 - LEAVE OF ABSENCE

W = Statutory Temporary disability benefit due for a month
S = Monthly salary

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. parental 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.
- 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

SECTION 13 - LEAVE OF ABSENCE

who so requests it for up to twelve (12) weeks 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 a "rolling" twelve (12) month period measured backward preceding the start of the FMLA/CFRA leave, 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.

SECTION 13 - LEAVE OF ABSENCE

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.
- 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.

SECTION 13 - LEAVE OF ABSENCE

- 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 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 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 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.

SECTION 13 - LEAVE OF ABSENCE

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 or SDI/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, 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 a 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 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.

SECTION 14 - HEALTH AND WELFARE, LIFE AND DENTAL CARE

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 IAFF, Local 1230. 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, IAFF, Local 1230 members and Consolidated Omnibus 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).

A. District Premium Subsidy thru November 30, 2015. The District will contribute up to an amount equivalent to eighty-seven percent (87%) of the 2015 CalPERS Kaiser Bay Area premium.

1. <u>All Health Plans</u>	
Coverage Level	Subsidy
Employee Only	\$ 621.57
Employee & One Dependent	\$1,243.14
Employee & Two or more Dependents	\$1,616.09

SECTION 14 - HEALTH AND WELFARE, LIFE AND DENTAL CARE

- B. District Premium Subsidy On and After December 1, 2015.
 For the plan year that begins on January 1, 2016, 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 as of November 30, 2015. In addition, if there is an increase in the monthly premium charged by a health plan for 2016, the District and the employee will each pay fifty percent (50%) of that increase. For each calendar year thereafter, the District and the employee will each pay fifty percent (50%) of the monthly premium increase above the 2015 plan premium.
- C. 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, for any plan year, 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.

- 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:

Dental Plans	2015 Premium	2015 Subsidy
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

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

- 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
 - 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:
 - (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 departments upon request. In addition, the County Benefits Service Unit will publish and distribute to employees and departments 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.

SECTION 14 - HEALTH AND WELFARE, LIFE AND DENTAL CARE

14.8 **Life Insurance Contributions.** 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 Auditor-Controller. The responsibility for this payment rests solely with the employee.

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

SECTION 14 - HEALTH AND WELFARE, LIFE AND DENTAL CARE

14.11 Retirement Coverage. Upon retirement, employees may, subject to plan requirements, remain in the same District group medical plan if immediately before their retirement they are currently enrolled in one of the District sponsored CalPERS Health 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 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.

B. On and after January 1, 2015, 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

SECTION 14 - HEALTH AND WELFARE, LIFE AND DENTAL CARE

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.

- C. On and after January 1, 2015, 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.
- D. For purposes of this Section 14.12 - Dual Coverage, "District" includes the County of Contra Costa and all Board of Supervisors governed special districts.

14.13 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).

14.14 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.

14.15 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.

14.16 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.

SECTION 15 - FIREFIGHTER RECRUIT

14.17 **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.

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

New “Firefighters” will be appointed to the class of Firefighter-Recruit for the duration of their academy training period. Advancement to Firefighter will be made upon successful completion of academy training and possession of a valid California Emergency Medical Technician – 1 (EMT – 1) certificate.

SECTION 16 - PROBATIONARY PERIOD

16.1 **Duration.** All appointments from officially promulgated employment lists for original entrance and promotion shall be subject to a probationary period. For original entrance appointments, the probationary period shall be for one (1) year. For promotional appointments, the probation period shall be one (1) year duration.

16.2 **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.

16.3 **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. For those employees appointed to permanent-intermittent positions, probation will be considered completed upon serving two thousand eight (2080) hours (2912 hours for shift employees) after appointment except that in no instance will this period be less than one year from the beginning of probation. 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.

SECTION 16 - PROBATIONARY PERIOD

16.4 **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 or union activities, or race, color, national origin, sex, age, handicap, 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) 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), 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.

- 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.

16.5 **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.

SECTION 17 - PROMOTION

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.

16.6 Layoff During Probation. An employee who is laid off during probation, if reemployed in the same class by the same District, 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 appointment from a layoff or reemployment list is not subject to a probation period if the position is in the District from which the employee separated, displaced or voluntarily demoted in lieu of layoff.

16.7 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 17 - PROMOTION

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

17.2 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.

17.3 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 position reclassified at the request of the appointing authority and under the following conditions:

SECTION 17 - PROMOTION

- 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 Union approves such action.

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

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

17.5 Seniority Credits. Employees who have qualified to take promotional examinations and who have earned a total score, not including seniority and/or educational credits, a total passing score of seventy percent (70%) or more, shall receive, in addition to all other credits:

- A. 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 any promotional examination.
- B. Under this section, the maximum promotional examination credit an employee can receive for seniority is five (5) points.

17.6 Physical Examination as Part of Promotional Examination. District employee's 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 18 - TRANSFER POLICY

Any employee and appointing authority who desire to initiate a transfer may inform the Director of Human Resources in writing of such desire stating the reasons therefore. If the Director of Human Resources considers that the reasons are adequate and the transfer will be for the good of the District service and the parties involved, the Director of Human Resources shall inform the appointing authority or authorities concerned and the employee of the proposal and may take the initiative in accomplishing the transfer.

SECTION 19 - 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.

19.1 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.

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

- 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.

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

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

19.5 Coerced Resignations.

- A. Time Limit. A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7)

SECTION 20 - DISMISSAL, SUSPENSION, DEMOTION AND REDUCTION IN SALARY

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, it 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 grievance procedure contained in Section 21 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 20 - DISMISSAL, SUSPENSION, DEMOTION AND REDUCTION IN SALARY

20.1 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 for a period of more than sixty (60) 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 merit system into disrepute;
4. disorderly or immoral conduct;
5. incompetence or inefficiency;
6. insubordination;

**SECTION 20 - DISMISSAL, SUSPENSION, DEMOTION AND
REDUCTION IN SALARY**

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 District premises;
8. neglect of duty, i.e., non-performance of reasonably 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 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;
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.

20.2 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.

SECTION 20 - DISMISSAL, SUSPENSION, DEMOTION AND REDUCTION IN SALARY

- 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.

20.3 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.

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

20.5 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 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 either to the Merit Board or through the procedures of Section 21 Grievance 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. An employee may not both appeal to the Merit Board and file a grievance under Section 21 of this

SECTION 21 - GRIEVANCE PROCEDURE

Memorandum of Understanding.

SECTION 21 - GRIEVANCE PROCEDURE

21.1 Grievance Procedure. A grievance 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 grievance procedure) or disciplinary actions. The Union may represent the employee at any stage of the process. Grievances must be filed within fifteen (15) days of the incident or occurrence about which the employee claims to have a grievance and shall be processed in the following manner.

- A. Step 1. Any employee or group of employees who believes a provision of this 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 grievance within five (5) duty shifts, or ten (10) workdays in the case a grievance filed by employees assigned to a forty (40) hour workweek, of a request to hold such a meeting. Grievances challenging suspensions, reductions in pay, demotions and terminations may be filed at Step 3 within the timeframe set forth in Section 20.5.
- B. Step 2. If a grievance is not satisfactorily resolved in Step 1 above, the employee may submit the grievance in writing within five (5) calendar days to such management official, other than the chief officer who participated in Step 1 above, as the Fire Chief may designate. This formal written grievance shall state which provision of the Memorandum of Understanding has been misinterpreted or misapplied, how the misinterpretation or misapplication has affected the employee to the employee's detriment, and the redress the employee seeks. A copy of each written communication on a grievance shall be filed with the Employee Relations Officer or his/her designee. The designated management official shall have ten (10) workdays in which to respond to the grievance in writing.
- C. Step 3. If a grievance is not satisfactorily resolved in Step 2 above, the employee may appeal in writing within five (5) workdays to the 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 grievance and to respond in writing to the employee and the employee's Union representative.
- D. Step 4. If a grievance is not satisfactorily resolved at Step 3, above,

SECTION 21 - GRIEVANCE PROCEDURE

the union may file a written request to submit the grievance to the Adjustment Board with the Employee Relations Officer or designee. The request to submit the grievance to the Adjustment Board must be filed by the union within five (5) calendar days of the written Step 3 response from the Employee Relations Officer or designee. No grievance will be processed at this Step 4 which has not first been filed and investigated in accordance with Step 3, above.

The Adjustment Board will be comprised of three (3) union representatives and three (3) District representatives. Only one union representative will be an employee of the District or a member of the union presenting the grievance. Only one District representative will be a District employee who is covered by this MOU or a County employee or a member of the staff of an organization employed to represent the District in the meet and confer process.

The Adjustment Board will hear the grievance within 60 days from receipt of the written request to submit the grievance to an Adjustment Board. The Adjustment Board will render a decision at the conclusion of the hearing. If the Adjustment Board issues a majority decision, the decision is final and binding on the parties. If the Adjustment Board is deadlocked, the grievance may be appealed to Step 5 as described below.

- E. Step 5. 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 21.2 below) may require the grievance 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 Union when the County/District is alleging a violation of Section 21.2 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.
- F. For the purposes of this Section 21 the term "workday" shall be defined as any day except a Saturday, Sunday or holiday.

21.2 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.

SECTION 21 - GRIEVANCE PROCEDURE

- 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 Union which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in Section 21.1 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 21.1(C) above, or the Adjustment Board in pursuance of the provisions of Section 21.1(D) above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time; but, in the event that the grievance is carried to arbitration and such employee is found to have been properly discharged under the provisions of Section 20, such employee may not be ordered reinstated and no penalty may be assessed upon the County/District.

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

21.4 Representation Outside of Union. An official, with whom a formal grievance is filed by a grievant who is included in a unit represented by the Union, but is not represented by the Union in the grievance, shall give the Union a copy of the formal presentation.

21.5 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 grievances. 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

SECTION 22 - RETIREMENT CONTRIBUTION

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 Union.

21.6 **No Strike.** During the term of this Memorandum of Understanding, the Union, its members and representatives, agree that it and they will not engage in, authorize, sanction or support any strike, slowdown, refusal to perform customary duties, stoppage of work or 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.

21.7 **Merit Board.**

- A. All grievances of employees in representation units represented by the Union shall be processed under Section 21 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 21.1 above shall be taken if action on the complaint or grievance has been taken by the Merit Board, or if the complaint or grievance is pending before the Merit Board.

21.8 **Grievance Filing.** The Union may file a grievance 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.

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

SECTION 22 - RETIREMENT CONTRIBUTION

22.1 **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

SECTION 22 - RETIREMENT CONTRIBUTION

program as determined annually by the Board of Retirement, without the District paying any part of the employees' contributions. Except as provided in Section 22.4 (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.

22.2 Retirement Benefit - Non-Safety Employees Who Became New Members of CCCERA Before January 1, 2013 – Tier 1. For non-safety employees who became members of CCCERA before January 1, 2013, the retirement benefit shall be two percent (2%) at 55.

22.3 Retirement Benefit - Non-Safety Employees Who Become Members of CCCERA on or After January 1, 2013.

- A. For non-safety employees who, under the California Public Employees Pension Reform Act (PEPRA), become members of CCCERA on or after January 1, 2013, retirement benefits are governed by PEPRA (Chapters 296, 297, Statutes of 2012). To the extent this Agreement conflicts with any provision of PEPRA, PEPRA governs.
- B. For employees who, under PEPRA, become New Members of CCCERA, on or after January 1, 2015, 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.
- C. For employees who, under PEPRA, become New Members of CCCERA, the disability provisions are the same as the current Tier III disability provisions.
- D. The District will seek legislation amending the County Employees Retirement Law of 1937 to clarify that the current Tier III disability provisions apply to District non-safety employees who, under PEPRA, become New Members of CCCERA. The Union must support the legislation, in addition to the District, by calling and sending a letter (on Union letterhead) in support of the bill to the state legislator sponsoring the bill, on or before the date specified by the District. In addition, if requested by the District, the Union must testify in support of the bill before the state legislative committees considering the bill.

22.4 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

SECTION 22 - RETIREMENT CONTRIBUTION

calculated based on a twelve (12) month salary average. This retirement benefit is known as "Tier A."

2. Effective January 1, 2015, each member in Tier A shall pay six percent (6%) of his or her retirement base to pay part of the employer's contribution for the cost of the Tier A retirement benefit.
3. Effective January 1, 2016, each member in Tier A shall pay three percent (3%) of his or her retirement base to pay part of the employer's contribution for the cost of the Tier A retirement benefit.
4. Effective January 1, 2017, the employee's payment of three percent (3%) of his/her retirement base to pay part of the employer's contribution for the cost of the Tier A benefit will cease.
5. 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, 2015, 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 (4), above, applies to employees who, under PEPRA, become reciprocal Safety

SECTION 23 - SAFETY

Members of CCCERA in Tier A, as determined by CCCERA.

SECTION 23 - 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 – MILEAGE

Reimbursement for Use of Personal Vehicle. The mileage allowance for use of personal vehicles on County 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 25 – UNION 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 in a unit represented by the Union, the Labor Relations Manager shall notify the Union 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 26 - UNIFORM ALLOWANCE

The monthly uniform allowance for all employees in represented classes for which a uniform is required shall be \$54.50/month.

SECTION 27 – SAFETY OFFICER CERTIFICATION

SECTION 27 – SAFETY OFFICER CERTIFICATION

Training Captains assigned to the Training Division will hold the designation of Fire District Certified Safety Officer. Such certification will include taking and passing the following courses: ICS 100, ICS 200, ICS 300 and S-404.

Safety Officers will be required to respond to emergencies during regular working hours as well as after hours as necessary.

Safety Officers assigned to Off-Duty Standby will receive a pay differential equal to 2.5% of base pay.

Safety Officers will be provided vehicles in accordance with Personnel Bulletin 61.

SECTION 28 - CERTIFICATION REQUIREMENTS

1. Incumbents of the classifications of Firefighter, Fire Engineer, Fire Captain, Fire Training Captain, Training Instructor and Senior Training Instructor shall, at all times, possess current certification appropriate for practice in Contra Costa County in Basic Life Support, Emergency Medical Technician-1, and Hazardous Materials First Responder as a condition of employment.
2. Incumbents of the classification of Fire Captain-Paramedic, Fire Training Captain-Paramedic, Fire Engineer-Paramedic, Firefighter-Paramedic, shall, at all times, possess current certification appropriate for practice in Contra Costa County in Emergency Medical Technician-Paramedic and Hazardous Materials First Responder as a condition of employment.
3. The District will provide maintenance training to incumbent employees to comply with the requirements of Sections 1 and 2 above.
4. Employees appointed into any of the foregoing classifications (excepting movements between these classifications) shall obtain these certifications within six (6) months of appointment as a condition of employment. The District will provide initial certification training to these employees.
5. The foregoing certifications shall be included in minimum qualifications for the foregoing job classifications.

SECTION 29 – MAXIMUM CONTINUOUS WORK HOURS

SECTION 29 – MAXIMUM CONTINUOUS WORK HOURS

The maximum number of continuous work hours for employees shall be limited to ninety-six (96) work hours.

- a. A break of twelve (12) or more hours is required to reset the continuous work hour segment prior to reaching the 96-hour maximum.
- b. An employee must have twenty-four (24) hours off after a ninety-six (96) hour continuous work segment.
- c. Exceptions may be made if any one of the following occur:
 - Emergency activities require extended schedules
 - Hold over for travel time
 - Strike Team assignments

SECTION 30 - MINIMUM STAFFING

The Fire District shall meet annually with the bargaining unit prior to the adoption of the annual budget to discuss staffing levels.

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

Provided that the District shall maintain a minimum staff on all engines and trucks of three (3), the three shall be composed of: one (1) Fire Captain, one (1) Fire Engineer, and one (1) Firefighter, of which at least one must be a Paramedic classification. Additionally, Squads shall be staffed by a minimum of two personnel to include one (1) Engineer and one (1) Firefighter, one of whom must be a Paramedic classification. With the exception of Squad 70, the District shall reduce two-person Squads before reducing three-person engines/trucks.

SECTION 30.1 – HAZARDOUS MATERIALS TEAM MINIMUM STAFFING

There shall be a minimum of six (6) Haz-Mat Specialists working at all times.

SECTION 30.2 – DOZER MINIMUM STAFFING

There shall be a minimum of one (1) operator designated to dozer staffing per shift from June 1 through October 31 each year. Earlier season staffing and extensions shall be made in two (2) week increments at the discretion of the Fire Chief as conditions warrant.

SECTION 31 - COMMUNICATION CENTER

SECTION 30.3 – HELICOPTER MINIMUM STAFFING

There shall be a minimum of one (1) Fire Captain-Paramedic per shift assigned to the REACH partnership helicopter(s).

SECTION 30.4 – TEMPORARY MODIFICATIONS TO MINIMUM STAFFING

Temporary increases to personnel on designated apparatus will be staffed as minimum staffing positions but are contingent on grant funding or extension by the Fire Chief.

SECTION 31 - COMMUNICATION CENTER

The District shall provide supervisor and dispatcher staffing to handle call and processing, incident dispatching, training and vacation relief. For 24-hour shifts described below, the District shall maintain staffing of five (5) dispatching personnel per day shift, one (1) of these five (5) will be a Senior Fire District Dispatcher; and four (4) dispatching personnel per night shift, one (1) of these four (4) will be a Senior Fire District Dispatcher.

31.1 **Twenty-Four Hour Schedule.** Effective January 1, 2015, or as soon as practical thereafter, center personnel will transition from the 48/96 schedule to the Kelly schedule described in Section 8.1.E – Kelly Schedule. All 24-hour shifts shall be based on the Kelly schedule. Center personnel hired prior to January 1, 2015, may remain on the 24-hour shift schedule.

31.2 **Twelve Hour Schedule.** Union agrees that effective January 1, 2016, Fire District Dispatchers (REWA) and Senior Fire District Dispatchers (RETA) hired after January 1, 2015, can be moved to twelve (12) hour shifts at the District's discretion. After the District establishes twelve (12) hour shifts, existing center personnel hired prior to January 1, 2015, may request to transition to the twelve (12) hour shift at their option; however, this transition shall be deemed permanent and they may not revert back to the 24-hour shift.

31.3 **Dispatcher Consolidation Re-opener.** Union agrees to re-open the contract to discuss the consolidation of County and Fire Dispatch operations.

SECTION 32 - 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 33 - 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

SECTION 34 - DEFINITION (For Service Awards and Vacation Accruals)

discretion of the County.

SECTION 34 - DEFINITION (For Service Awards and Vacation Accruals)

The length of service credits of each employee of the County/District shall date from the beginning of the last period of continuous County/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 reemployed in a permanent County/District position or is reemployed in a permanent County/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 his department.

SECTION 35 - UNFAIR LABOR PRACTICE

Either the District/County or the Union may file an unfair labor practice as defined in Board of Supervisors Resolution 81/1165 against the other. Allegations of an unfair labor practice, if not resolved in discussions between the parties within thirty (30) work days from the date of receipt or said time as mutually agreed between the parties, may be heard and decided by a mutually agreed upon impartial third party.

SECTION 36 - PAST PRACTICES & EXISTING MEMORANDA OF UNDERSTANDING

Continuance of working conditions and past practices within the scope of representation not specifically authorized by ordinance or by resolution of the Board of Supervisors is not guaranteed by this Memorandum of Understanding. The parties recognize, however, that certain practices exist by virtue of having been acknowledged and accepted by the Fire Chief and representatives of the Union on specific policies covering groups of employees. Any disagreement as to whether such alleged practice within the scope of representation meets the criteria set forth above shall be subject to the grievance procedure.

SECTION 37 - 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 38 - SCOPE OF AGREEMENT & SEPARABILITY OF PROVISIONS

SECTION 38 - SCOPE OF AGREEMENT & SEPARABILITY OF PROVISIONS

38.1 **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 which were presented during the meet and confer process. If a proposal was made by either Party and not incorporated within this Agreement, then it was considered and rejected. 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 Supervisors.

The Union 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.

38.2 **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.

38.3 **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.

38.4 **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.

IAFF, LOCAL 1230 ATTACHMENTS

- A. CLASS & SALARY LISTING**
- B. MOU SECTIONS NOT SUBJECT TO GRIEVANCE
PROCEDURE**
- C. SAFER GRANT SIDE LETTER OF SEPTEMBER 18,
2018**
- D. SAFER GRANT SIDE LETTER OF SEPTEMBER 24,
2019**

IAFF, LOCAL 1230
 CLASS AND SALARY LISTING
 FIRE SUPPRESSION PREVENTION UNIT (4N)
 Effective July 1, 2020

Job Code	Class Title	Flex Staff (F) / Deep Class (D)	Salary Range	
			From	To
RPTC	Fire Captain-40 Hour		\$ 8,581.55	\$ 11,500.09
RPTA	Fire Captain-56 Hour		\$ 8,581.55	\$ 11,500.09
RPTF	Fire Captain-Paramedic/40 Hour		\$ 9,439.70	\$ 12,650.10
RPTH	Fire Captain-Paramedic/56 Hour		\$ 9,439.70	\$ 12,650.10
REWA*	Fire District Dispatcher		\$ 6,220.31	\$ 8,335.81
RPVD	Fire Engineer/40 Hour	F	\$ 7,612.63	\$ 10,201.64
RPVC	Fire Engineer/56 Hour	F	\$ 7,612.62	\$ 10,201.63
RPVE	Fire Engineer-Paramedic/40 Hour	F	\$ 8,373.90	\$ 11,221.81
RPVF	Fire Engineer-Paramedic/56 Hour	F	\$ 8,373.88	\$ 11,221.79
RJWJ*	Fire Inspector I		\$ 6,462.35	\$ 8,660.16
RJVB	Fire Inspector II		\$ 8,404.95	\$ 11,263.44
RJWG	Fire Investigator		\$ 8,404.95	\$ 11,263.44
RJWH	Fire Investigator - 56 Hour	F	\$ 8,404.95	\$ 11,263.44
RPTD	Fire Prevention Captain		\$ 8,581.55	\$ 11,500.09
RJWC*	Fire Prevention Technician		\$ 5,458.21	\$ 7,314.53
RPTE	Fire Training Captain		\$ 8,581.55	\$ 11,500.09
RPTG	Fire Training Captain-Paramedic		\$ 9,439.70	\$ 12,650.10
RPWD*	Firefighter-Recruit	F	\$ 6,217.79	\$ 6,217.79
RPWF	Firefighter/40 Hour	F	\$ 6,908.65	\$ 9,258.26
RPWA	Firefighter/56 Hour	F	\$ 6,908.66	\$ 9,258.25
RP7A*	Firefighter-Paramedic Recruit	F	\$ 7,526.83	\$ 90,321.90
RPWE	Firefighter-Paramedic/40 Hour	F	\$ 7,597.56	\$ 10,181.46
RPWB	Firefighter-Paramedic/56 Hour	F	\$ 7,597.58	\$ 10,181.46
RETA*	Sr Fire Dist Dispatcher-56 Hr		\$ 6,847.37	\$ 9,176.12

* Non-Safety

Contra
Costa
County



ATTACHMENT B

Human Resources Department

Administration Bldg.
651 Pine Street, Third Floor
Martinez, California 94553-1292
(510) 335-1764

Leslie T. Knight
Director of Human Resources

May 22, 1997

Mr. Lou Paulson, President
IAFF Local 1230
112 Blue Ridge Drive
Martinez, CA 94553

Dear Mr. Paulson:

This letter is to confirm in writing those sections of the Memorandum of Understanding between Contra Costa County and United Professional Firefighters' Association, IAFF Local 1230, wherein decisions of the County are final, and therefore, not subject to the grievance procedure. Those sections are as follows:

- 1) Section 2.9 "B" - Union Security (Assignment of Classes to Bargaining Units / Final Determination)
- 2) Section 13.2 "F" - Leave of Absence (General Administration - Leaves of Absence)
- 3) Section 16.6 - Probationary Period (Regular Appointment /second paragraph)
- 4) Section 17.2 - Promotion (Promotion Policy)
- 5) Section 28 - Minimum Staffing
- 6) Section 32 - Service Awards

If the foregoing is in accordance with your understanding, please indicate your acceptance and approval in the space provided below.

Date: 6/11/97

CONTRA COSTA COUNTY

Kathy Ito
Kathy Ito
Labor Relations Manager

IAFF, LOCAL 1230

Lou Paulson
Lou Paulson
President

**SIDE LETTER
BETWEEN
Contra Costa County Fire Protection District
and
IAFF, LOCAL 1230**

Staffing for Adequate Fire and Emergency Response (SAFER) Grant

This Side Letter is by and between IAFF, Local 1230 ("Local 1230") and the Contra Costa County Fire Protection District ("District") (hereinafter collectively "the Parties"). This side letter is effective upon receipt of notice of the award and subsequent acceptance by the District Board of Directors of the 2017 Staffing for Adequate Fire and Emergency Response ("SAFER") grant (hereinafter "Grant") issued through the U.S. Department of Homeland Security and Federal Emergency Management Agency ("FEMA").

If the Grant award is accepted, the District will use the additional funds to add nine (9) full-time, permanent, firefighter or firefighter/paramedic positions. The District will use these nine (9) new positions to staff three engine or truck companies with a fourth firefighter during the term of the Grant. The District will have sole discretion to determine which engine or truck companies will receive a fourth firefighter. When the funding for the Grant terminates (approximately three (3) years after award), if financially feasible, the District will consider retaining a four (4) person staffing for some engine and truck companies.

The parties agree that the addition of a fourth firefighter to certain engine or truck companies pursuant to the Grant shall not establish a precedent for four (4) person staffing on any engine or truck companies within the District.

This Side Letter will remain in effect until terminated by the parties. All other terms and conditions of the current MOU between the District and Local 1230 remain unchanged by this Side Letter.

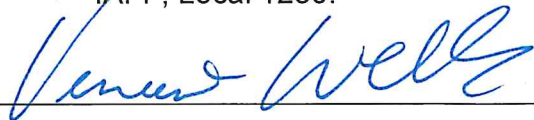
Date: September 18, 2018

Contra Costa County Fire District:



Shanna Edwards

IAFF, Local 1230:



**SIDE LETTER
BETWEEN
Contra Costa County Fire Protection District
and
IAFF, LOCAL 1230**

Staffing for Adequate Fire and Emergency Response (SAFER) Grant

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The parties agree that the addition of a fourth firefighter to certain engine or truck companies pursuant to the Grant shall not establish a precedent for four (4) person staffing on any engine or truck companies within the District.

This Side Letter will remain in effect until terminated by the parties. All other terms and conditions of the current MOU between the District and Local 1230 remain unchanged by this Side Letter.

Date: September 24, 2019

Contra Costa County Fire District:

Shanna Edwards

IAFF, Local 1230:

Vincent Wells

IAFF LOCAL 1230

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