

CALENDAR FOR THE BOARD OF DIRECTORS
CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
BOARD CHAMBERS ROOM 107, ADMINISTRATION BUILDING, 651 PINE STREET
MARTINEZ, CALIFORNIA 94553-1229

CANDACE ANDERSEN, *CHAIR*
DIANE BURGIS, *VICE CHAIR*
JOHN GIOIA
KAREN MITCHOFF
FEDERAL D. GLOVER

DAVID J. TWA, CLERK OF THE BOARD AND COUNTY ADMINISTRATOR, (925) 335-1900
LEWIS T. BROSCARD III, FIRE CHIEF

To slow the spread of COVID-19, the Health Officer's Shelter Order of May 18, 2020, prevents public gatherings ([Health Officer Order](#)). In lieu of a public gathering, the Contra Costa County Fire Protection District meeting will be accessible via television and live-streaming to all members of the public as permitted by the Governor's Executive Order N29-20. Board meetings are televised live on Comcast Cable 27, ATT/U-Verse Channel 99, and WAVE Channel 32, and can be seen live online at www.contracosta.ca.gov.

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA MAY CALL IN DURING THE MEETING BY DIALING **888-251-2949** FOLLOWED BY THE ACCESS CODE **1672589#**.

All telephone callers will be limited to two (2) minutes apiece. The Board Chair may reduce or eliminate the amount of time allotted per telephone caller at the beginning of each item or public comment period depending on the number of calls and the business of the day. Your patience is appreciated.

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A lunch break or closed session may be called at the discretion of the Board Chair.

Staff reports related to open session items on the agenda are also accessible on line at www.contracosta.ca.gov.

Special Meeting
ANNOTATED AGENDA & MINUTES
May 26, 2020

*****NOTE TIME CHANGE*****

Present: Director John Gioia; Director Candace Andersen; Director Diane Burgis; Director Karen Mitchoff;
Director Federal D. Glover

Staff Present: David Twa, County Administrator
Lewis Broschard, Fire Chief

11:00 A.M. Convene and call to order.

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.4 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Director or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

DISCUSSION ITEMS

D. 1 CONSIDER Consent Items previously removed.

There were no requests to speak at public comment.

- D.2** CONSIDER accepting the 2019 Occupancy Inspection Compliance Report and ADOPT Resolution No. 2020/4. (Lewis T. Broschard III, Fire Chief)

AYE: Director John Gioia, Director Candace Andersen, Director Diane Burgis, Director Karen Mitchoff, Director Federal D. Glover

- D.3** CONSIDER accepting a report from the Fire Chief providing a status summary for Contra Costa County Fire Protection District fire station construction projects. (Lewis T. Broschard III, Fire Chief)

AYE: Director John Gioia, Director Candace Andersen, Director Diane Burgis, Director Karen Mitchoff, Director Federal D. Glover

- D.4** CONSIDER accepting a report from the Fire Chief providing a status summary for ongoing Fire District activities and initiatives. (Lewis T. Broschard III, Fire Chief)

AYE: Director John Gioia, Director Candace Andersen, Director Diane Burgis, Director Karen Mitchoff, Director Federal D. Glover

- D.5** CONSIDER adopting Resolution No. 2020/3 approving the Memorandum of Understanding between Contra Costa County Fire Protection District and United Chief Officers Association (UCOA). (David Twa, County Administrator)

Speaker: Vito Impastato, President United Chief Officers.

AYE: Director John Gioia, Director Candace Andersen, Director Diane Burgis, Director Karen Mitchoff, Director Federal D. Glover

- D.6** CONSIDER adopting Resolution No. 2020/5 regarding salary increases for unrepresented fire safety management classifications in the Contra Costa County Fire Protection District, as recommended by the County Administrator. (David Twa, County Administrator)

AYE: Director John Gioia, Director Candace Andersen, Director Diane Burgis, Director Karen Mitchoff, Director Federal D. Glover

- D.7** CONSIDER adopting Resolution No. 2020/6 which supersedes Resolution No. 2019/63, regarding compensation and benefits for unrepresented fire safety management classifications in the Contra Costa County Fire Protection District, as recommended by the County Administrator. (David Twa, County Administrator)

AYE: Director John Gioia, Director Candace Andersen, Director Diane Burgis, Director Karen Mitchoff, Director Federal D. Glover

- D.8** Acting as the Governing Body of the Contra Costa County Fire Protection District, CONSIDER adopting Resolution No. 2020/7 approving the Memorandum of Understanding with United Professional Firefighters, Local 1230, for the period of July 1, 2020 through June 30, 2023. (David Twa, County Administrator)

Speaker: Vince Wells, President of Local 1230.

AYE: Director John Gioia, Director Candace Andersen, Director Diane Burgis, Director Karen Mitchoff, Director Federal D. Glover

D. 9 PUBLIC COMMENT (2 Minutes/Speaker)

There were no requests from the public to speak.

CONSENT ITEMS

- C.1** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a license agreement with the U.S. Department of the Navy to use a portion of the former Concord Naval Weapon Station for public safety training purposes. (No Fiscal Impact)

AYE: Director John Gioia, Director Candace Andersen, Director Diane Burgis, Director Karen Mitchoff, Director Federal D. Glover

- C.2** APPROVE and AUTHORIZE the Fire Chief, or designee, to apply for and accept grant funding from the U.S. Department of Homeland Security, Federal Emergency Management Agency, Assistance to Firefighters Grants Program in an amount not to exceed \$100,000 for the purchase of protective equipment to respond to COVID-19. (90% Federal, 10% District match)

AYE: Director John Gioia, Director Candace Andersen, Director Diane Burgis, Director Karen Mitchoff, Director Federal D. Glover

- C.3** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Fire Chief, a purchase order with TriTech Software Systems, in an amount not to exceed \$240,000, for the continued annual maintenance of the Contra Costa County Fire Protection District's 911 Computer Aided Dispatch system for the period May 1, 2020, through April 30, 2021. (100% CCCFPD EMS Transport Fund)

AYE: Director John Gioia, Director Candace Andersen, Director Diane Burgis, Director Karen Mitchoff, Director Federal D. Glover

- C.4** APPROVE and AUTHORIZE the Chair of the Board of Directors to execute and submit a comment letter to the California Emergency Medical Services Authority on proposed amendments to California EMS regulations. (No fiscal impact)

AYE: Director John Gioia, Director Candace Andersen, Director Diane Burgis, Director Karen Mitchoff, Director Federal D. Glover

GENERAL INFORMATION

The Board meets in its capacity as the Board of Directors of the Contra Costa County Fire Protection District pursuant to Ordinance Code Section 24-2.402. Persons who wish to address the Board of Directors should complete the form provided for that purpose and furnish a copy of any written statement to the Clerk.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Clerk of the Board to a majority of the members of the Board of Directors less than 72 hours prior to that meeting are available for public inspection at 651 Pine Street, First Floor, Room 106, Martinez, CA 94553, during normal business hours. All matters listed under CONSENT ITEMS are considered by the Board of Directors to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Board or a member of the public prior to the time the Commission votes on the motion to adopt. Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for comments from those persons who are in support thereof or in opposition thereto. After persons have spoken, the hearing is closed and the matter is subject to discussion and action by the Board. Comments on matters listed on the agenda or otherwise within the purview of the Board of Directors can be submitted to the office of the Clerk of the Board via mail: Contra Costa County Fire Protection District Board of Directors, 651 Pine Street Room 106, Martinez, CA 94553; by fax: 925-335-1913.

The District will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Clerk of the Board at least 24 hours before the meeting, at (925) 335-1900; TDD (925) 335-1915. An assistive listening device is available from the Clerk, Room 106. Copies of recordings of all or portions of a Board meeting may be purchased from the Clerk of the Board. Please telephone the Office of the Clerk of the Board, (925) 335-1900, to make

the necessary arrangements. Applications for personal subscriptions to the Board Agenda may be obtained by calling the Office of the Clerk of the Board, (925) 335-1900. The Board of Directors' agenda and meeting materials are available for inspection at least 96 hours prior to each meeting at the Office of the Clerk of the Board, 651 Pine Street, Room 106, Martinez, California.

Subscribe to receive to the weekly Board Agenda by calling the Office of the Clerk of the Board, (925) 335-1900 or using the County's on line subscription feature at the County's Internet Web Page, where agendas and supporting information may also be viewed:

www.co.contra-costa.ca.us

ADVISORY COMMISSION

The Contra Costa County Fire Protection District Advisory Fire Commission is scheduled to meet next on Monday, June 8, 2020, at 7:00 p.m. at their Administrative Office, 4005 Port Chicago Highway, Suite 250, Concord, CA 94520.

AGENDA DEADLINE: Thursday, 12 noon, 12 days before the Tuesday Board meetings.

Glossary of Acronyms, Abbreviations, and other Terms (in alphabetical order):

The Contra Costa County Fire Protection District has a policy of making limited use of acronyms, abbreviations, and industry-specific language in its Board of Supervisors meetings and written materials. Following is a list of commonly used language that may appear in oral presentations and written materials associated with Board meetings:

AB Assembly Bill

ABAG Association of Bay Area Governments

ACA Assembly Constitutional Amendment

ADA Americans with Disabilities Act of 1990

AFSCME American Federation of State County and Municipal Employees

ARRA American Recovery & Reinvestment Act of 2009

BAAQMD Bay Area Air Quality Management District

BART Bay Area Rapid Transit District

BayRICS Bay Area Regional Interoperable Communications System

BGO Better Government Ordinance

BOC Board of Commissioners

CALTRANS California Department of Transportation

CAER Community Awareness Emergency Response

CAL-EMA California Emergency Management Agency

CAO County Administrative Officer or Office

CCE Community Choice Energy

CBC California Building Code

CCCPFD (ConFire) Contra Costa County Fire Protection District

CCHP Contra Costa Health Plan
CCTA Contra Costa Transportation Authority
CCRMC Contra Costa Regional Medical Center
CCWD Contra Costa Water District
CFC California Fire Code
CFDA Catalog of Federal Domestic Assistance
CEQA California Environmental Quality Act
CIO Chief Information Officer
COLA Cost of living adjustment
ConFire (CCCFPD) Contra Costa County Fire Protection District
CPA Certified Public Accountant
CPF – California Professional Firefighters
CPI Consumer Price Index
CSA County Service Area
CSAC California State Association of Counties
CTC California Transportation Commission
dba doing business as
EBMUD East Bay Municipal Utility District
ECCFPD East Contra Costa Fire Protection District
EIR Environmental Impact Report
EIS Environmental Impact Statement
EMCC Emergency Medical Care Committee
EMS Emergency Medical Services
et al. et alii (and others)
FAA Federal Aviation Administration
FEMA Federal Emergency Management Agency
FTE Full Time Equivalent
FY Fiscal Year
GIS Geographic Information System
HCD (State Dept of) Housing & Community Development
HHS (State Dept of) Health and Human Services
HOV High Occupancy Vehicle
HR Human Resources
HUD United States Department of Housing and Urban Development
IAFF International Association of Firefighters
ICC International Code Council
IFC International Fire Code
Inc. Incorporated
IOC Internal Operations Committee
ISO Industrial Safety Ordinance
JPA Joint (exercise of) Powers Authority or Agreement
Lamorinda Lafayette-Moraga-Orinda Area
LAFCo Local Agency Formation Commission
LLC Limited Liability Company
LLP Limited Liability Partnership
Local 1 Public Employees Union Local 1
Local 1230 Contra Costa County Professional Firefighters Local 1230
MAC Municipal Advisory Council

MBE Minority Business Enterprise
MIS Management Information System
MOE Maintenance of Effort
MOU Memorandum of Understanding
MTC Metropolitan Transportation Commission
NACo National Association of Counties
NEPA National Environmental Policy Act
NFPA National Fire Protection Association
OES-EOC Office of Emergency Services-Emergency Operations Center
OPEB Other Post Employment Benefits
OSHA Occupational Safety and Health Administration
PACE Property Assessed Clean Energy
PARS Public Agencies Retirement Services
PEPRA Public Employees Pension Reform Act
RFI Request For Information
RFP Request For Proposal
RFQ Request For Qualifications
SB Senate Bill
SBE Small Business Enterprise
SEIU Service Employees International Union
SUASI Super Urban Area Security Initiative
SWAT Southwest Area Transportation Committee
TRANSPAC Transportation Partnership & Cooperation (Central)
TRANSPLAN Transportation Planning Committee (East County)
TRE or **TTE** Trustee
TWIC Transportation, Water and Infrastructure Committee
UASI Urban Area Security Initiative
UCOA United Chief Officers Association
vs. versus (against)
WAN Wide Area Network
WBE Women Business Enterprise
WCCTAC West Contra Costa Transportation Advisory Committee



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
Date: May 26, 2020

Subject: 2019 Occupancy Inspection Compliance Report

RECOMMENDATION(S):

ACCEPT the 2019 Occupancy Inspection Compliance Report from the Fire Chief pursuant to Sections 13146.2 and 13146.3 of the California Health & Safety Code; and
ADOPT Resolution No. 2020/4 acknowledging receipt of the report pursuant to Section 13146.4 of the California Health & Safety Code.

FISCAL IMPACT:

There is no fiscal impact to the adoption of this resolution.

BACKGROUND:

Section 13146.2 requires the Contra Costa County Fire Protection District (District) to annually inspect all hotels, motels, lodging houses, apartment houses and dwellings, and associated accessory structures for compliance with building standards and other regulations of the State Fire Marshal. Single family dwellings, including duplexes, are excluded. The occupancies covered by this statute are defined in the "Group R" occupancy classifications within the California Fire and Building Codes.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/26/2020** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
Candace Andersen,
Director
Diane Burgis, Director
Karen Mitchoff, Director
Federal D. Glover, Director

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: May 26, 2020

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Lewis T. Broschard III, Fire
Chief (925) 941-3300

By: June McHuen, Deputy

cc:

BACKGROUND: (CONT'D)

>

Section 13146.3 requires the District to inspect all public or private schools not less than once per year. The occupancies covered by this statute are defined in the “Group E” occupancy classifications within the California Fire and Building Codes. It should be noted that a school is defined as containing grades K-12 and does not include day care, colleges, or adult learning facilities.

Effective January 1, 2019, Section 13146.4 of the California Health and Safety Code requires all city or county fire departments and fire districts responsible for conducting mandated annual occupancy inspections of Group E and Group R occupancies to report annually to their governing body on their compliance with these two mandated inspection programs. Additionally, the governing body is required to adopt a resolution acknowledging receipt of the report.

For the calendar year 2019 reporting period, the District completed 100% of the required annual inspections of both Group E and Group R occupancies within its jurisdiction.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board fails to accept the report and adopt the resolution, the District will be in violation of Section 13146.4 of the California Health and Safety Code until such time as a report is accepted and a resolution is adopted.

AGENDA ATTACHMENTS

Resolution 2020/4

MINUTES ATTACHMENTS

Signed Resolution No. 2020/4

THE BOARD OF DIRECTORS OF THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

Adopted this Resolution on 05/26/2020 by the following vote:

John Gioia
Candace Andersen
AYE: ☒ **Diane Burgis**
Karen Mitchoff
Federal D. Glover

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2020/4

In The Matter Of: Acknowledgement of receipt of the Contra Costa County Fire Protection District's 2019 Occupancy Inspection Compliance Report,

WHEREAS, California Health & Safety Code Section 13146.4 was added in 2018, and became effective on January 1, 2019; and

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 requires all fire departments, including the Contra Costa County Fire Protection District, that provide fire protection services to perform annual inspections in every building used as hotels, motels, lodging houses, apartment houses and dwellings, and associated accessory structures for compliance with building standards and other regulations of the State Fire Marshal, as provided; and

WHEREAS, California Health & Safety Code Section 13146.2 requires all fire departments, including the Contra Costa County Fire Protection District, that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and

WHEREAS, the Contra Costa County Fire Protection District Board of Directors intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the Contra Costa County Fire Protection District's compliance with California Health and Sections 13146.2 and 13146.3;

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Fire Protection District Board of Directors expressly acknowledges the measure of compliance of the Contra Costa County Fire Protection District with California Health and Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the Contra Costa County Fire Protection District in 2019, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES Educational Group E occupancies are those public and private schools used by more than six persons at any one time for educational purposes, including kindergarten through the 12th grade. Within the Contra Costa County Fire Protection District, there were 191 such Group E occupancies, buildings, structures and/or facilities.

During calendar year 2019, the Contra Costa County Fire Protection District completed the annual inspection of all Group E occupancies, buildings, structures and/or facilities.

B. RESIDENTIAL GROUP R OCCUPANCIES Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), as well as other residential occupancies (including a number of residential care facilities). Within the Contra Costa County Fire Protection District there were 7,107 Group R (R-1, R-2, R-2.1, and R-4) occupancies, including accessory and secondary structures, of this nature known to the District. Included within this list are all Group R occupancies in the planning, design, or new construction phase that are not constructed or occupied, as well as duplex residential occupancies which should be classified as Group R-3 (single family) occupancies.

During calendar year 2019, the Contra Costa County Fire Protection District completed the annual inspection of all constructed and occupied Group R occupancies, buildings, structures and/or facilities.

**Contact: Lewis T. Broschard III, Fire Chief (925)
941-3300**

ATTESTED: May 26, 2020

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

cc:

THE BOARD OF DIRECTORS OF THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

Adopted this Resolution on 05/26/2020 by the following vote:

AYE: ☒ 5 **John Gioia**
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

NO: ☐ /

ABSENT: ☐ /

ABSTAIN: ☐ /

RECUSE: ☐ /



Resolution No. 2020/4

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WHEREAS, California Health & Safety Code Section 13146.2 requires all fire departments, including the Contra Costa County Fire Protection District, that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and

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During calendar year 2019, the Contra Costa County Fire Protection District completed the annual inspection of all constructed and occupied Group R occupancies, buildings, structures and/or facilities.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

Contact: Lewis T. Broschard III, Fire Chief (925)
941-3300

ATTESTED: May 26, 2020

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

cc:



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
 Date: May 26, 2020

Subject: Update on Fire Station Construction Projects - May 26, 2020

RECOMMENDATION(S):

ACCEPT a report from the Fire Chief providing a status summary for Contra Costa County Fire Protection District fire station construction projects.

FISCAL IMPACT:

Status report only. No fiscal impact.

BACKGROUND:

At the request of the Contra Costa County Fire Board of Directors, the Fire Chief is providing a report on the status and progress of District fire station construction projects.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/26/2020** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
 Candace Andersen,
 Director
 Diane Burgis, Director
 Karen Mitchoff, Director
 Federal D. Glover, Director

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ATTESTED: May 26, 2020

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Lewis T. Broschard III, Fire
 Chief (925) 941-3300

By: June McHuen, Deputy

cc:

ATTACHMENTS

Construction Project Update - May 26,
2020



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

May 26, 2020

TO: Board of Directors

FROM: Lewis T. Broschard III, Fire Chief

RE: Update on Fire Station Construction Projects

- Fire Station 9 – Pacheco

Fire District leadership met with Public Works, Department of Conservation and Development and Airport staff. The drainage issue is significant. Following several studies, it has been determined that solving this issue could require permits, which could take years to obtain, from multiple entities and range in the neighborhood of \$2 million to implement. We are currently investigating less costly options including alternate sites at the airport.

- Fire Station 86 – Bay Point

Progress has been slowed due to the current emergency environment. We are working with Golden State Water Company to bring water to the site. A prequalification process for general contractors is underway in order to establish a list of eligible builders while staff is also exploring financing options. A selection process for construction managers in partnership with Public Works is now complete. Later this spring, the District expects to seek Board authorization to put the project out to bid.

- Fire Station 70 – San Pablo

As an essential public works project, in-progress construction has continued. The project is presently on schedule. Progress photos have been included on the following page. Roof framing will take place next. We are still projecting a spring 2021 opening.

FIRE STATION 70 (San Pablo) Progress Photos





**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Lewis T. Broschard, III, Chief, Contra Costa Fire Protection District
 Date: May 26, 2020

Subject: Fire Chief's Report - May 26, 2020

RECOMMENDATION(S):

ACCEPT a report from the Fire Chief providing a status summary for ongoing Fire District activities and initiatives.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

At the request of the Contra Costa County Fire Board of Directors, the Fire Chief is providing a report on the status and progress of the various District initiatives.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/26/2020** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
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ATTESTED: May 26, 2020

, County Administrator and Clerk of the Board of Supervisors

Contact: Lewis T. Broschard III, Fire
 Chief (925) 941-3300

By: June McHuen, Deputy

cc:

ATTACHMENTS

FC Report - May 26, 2020

Fire Chief Report May
2020



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

May 26, 2020

TO: Board of Directors

FROM: Lewis T. Broschard III, Fire Chief

RE: Fire Chief's Report

- **Fire Season Planning.** As the COVID-19 pandemic seems to be plateauing for the time being, we have turned our attention to what promises to be another challenging fire season. Our Operations Chief declared May 15 the official start of the season in the District. This means we are now dispatching full responses to vegetation fires, and we have already had quite a few for this early in the season.

Beginning May 1, we increased our awareness efforts around weed abatement and defensible space creation, sending weed abatement notices, revamping our website messages, and increasing our social media presence to include a new livestreamed Fire Prevention Fridays regular feature. One of the messages we are stressing is that weed abatement work performed by arborists, landscapers, and similar service professionals is in compliance with County Health Orders related to COVID-19. The deadline for weed abatement work across the County is June 1, and we plan to implement our inspection program soon thereafter.

We have initiated conversations with managers of public access lands such as EBMUD, EBRP, and Contra Costa Water District encouraging these entities to re-evaluate their current management plans as they relate to public access during Red Flag Fire Weather. We are suggesting stricter policies leading to critical fire weather closures of public lands in the wildland urban interface. Historically, closures of these lands are rare. However, with the severity of our fire seasons increasing, we would like to see proactive approaches to mitigating risks to the public.

- **COVID-19 Crisis Management.** Our employee protection protocols continue to perform well, helping us hold the line on infections while serving to protect our patients. We are hopeful to continue this positive record of accomplishment but are maintaining contingency plans should an eventual increase in infections occur. We continue to monitor the situation and remain prepared to adapt to the changing situation, as may become necessary.

Logistically, we either have sufficient stocks of PPE already existing or plans in place to acquire the PPE required for our immediate and expected needs.

Based on recommendations from County Health, we are exploring options for regular testing of asymptomatic personnel.

As we move through the lifecycle of this outbreak, we are aware that a second infection danger point will come near its end, when complacency might lead to a spike in infections. For this reason, we continue to maintain and emphasize our effective protection protocols with all employees.

We have initiated conversations with Red Cross, Contra Costa County OES and CalFire regarding fire season and other evacuations and sheltering orders while we remain under COVID-19 conditions and precautions. We have identified some solutions to the unique challenges presented and will continue to collaborate with our partners.

- Academy 55 Update. Academy 55 continues to make progress toward graduation in mid-July when we expect to add five experienced Firefighter-Paramedics to the District's ranks.
- Engineer Academies. The Training Division developed and implemented a series of Engineer Academies as professional development for recently promoted engineers and to prepare non-probationary firefighters and firefighter/paramedics to compete for promotion. Each of the all-day academies focused on increasing engine driver/operator knowledge and aptitudes. A total of three academies, one per shift, have been held throughout the month of May with more than 50 firefighters participating.
- Fire Control Worker Program. Training kicked off in early May for the initial crew of 12 employees. Training was completed and this first crew became operational on May 20, well before the height of this year's fire season. The crew is working out of Fire Station 12 in Martinez and will be available Wednesday through Sunday for weed abatement work and wildfire suppression support. We now anticipate the planned second crew will be implemented in spring 2021.
- REACH Partnership. Preparations for Con Air 1's additional hoist rescue and fire suppression continue with the intention of operationalizing both ahead of the height of fire season later this summer. Con Air 1 continues to operate, along with Con Air 2, in its air ambulance-only role.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

May 26, 2020

TO: Board of Directors

FROM: Lewis T. Broschard III, Fire Chief

RE: Fire Chief's Report

- **Fire Season Planning.** As the COVID-19 pandemic seems to be plateauing for the time being, we have turned our attention to what promises to be another challenging fire season. We declared May 15 the official start of the season in the District. This means we are now dispatching full responses of 4 fire engines to vegetation fires, of which we have already had quite a few for this early in the season.

Beginning May 1, we increased our awareness efforts around weed abatement and defensible space creation, sending weed abatement notices, revamping our website messages, and upping our social media presence to include a new livestreamed Fire Prevention Fridays regular feature. One of the messages we are stressing is that weed abatement work performed by arborists, landscapers, and similar service professionals is in compliance with County Health Orders related to COVID-19. The deadline for weed abatement work across the County is June 1 and we are planning on implementing our inspection program soon thereafter.

- **COVID-19 Crisis Management.** Our employee protection protocols continue to perform well, helping us hold the line on infections while serving to protect our patients. We are hopeful to continue this positive record of accomplishment but are maintaining contingency plans should an eventual increase in infections occur. We continue to monitor the current situation and are prepared to adapt to changes, as may become necessary.

Logistically, we currently have sufficient stocks of most PPE and plans in place to acquire additional supplies, if needed. Gowns are the one item of PPE that is in short supply.

Based on recommendations from County Health, we are exploring options for regular monthly testing of asymptomatic personnel.

As we move through the lifecycle of this outbreak, we are aware that a second infection wave could come later this year. For this reason, we continue to maintain and emphasize our effective protection protocols with all employees.

We have initiated conversations with Red Cross, Contra Costa County OES and CAL Fire regarding fire season evacuations and sheltering issues while we remain

under COVID-19 conditions and precautions. We have identified some solutions to the unique challenges presented and will continue to collaborate with our partners.

- Academy 55 Update. Academy 55 continues to make progress toward graduation in mid-July when we expect to add five experienced Firefighter-Paramedics to the District's ranks.
- Engineer Academies. Teaching our people how to drive and operate fire apparatus safely and competently is a major training and safety objective of our organization. The Training Division developed and implemented a series of Engineer Academies as professional development for recently promoted engineers, and to prepare non-probationary firefighters and firefighter/paramedics to compete for promotion. Each of the all-day academies focused on increasing engine driver/operator knowledge and aptitudes. A total of three academies, one per shift, has been held throughout the month of May with more than 50 firefighters participating.
- Fire Control Worker Program. Training kicked off in early May for the initial crew of 12 employees. Training was completed and our first crew became operational on May 20, well before the height of this year's fire season. It is working out of Fire Station 12 in Martinez, with two experienced fire captain supervisors, and will be available Wednesday through Sunday for weed abatement work and wildfire suppression support.
- REACH Partnership. Preparations for Con Air 1's additional hoist rescue and fire suppression capabilities continue with the intention of operationalizing both ahead of the height of fire season later this summer. Con Air 2 is currently unstaffed due to reduced call volume. It continues to be stationed at Buchanan Field where it can be staffed on short notice when needed. We are meeting with REACH every two weeks to evaluate call volume and necessary helicopter capacity.
- Emergency Call Volume. Overall 911 incoming call volume to our communications center, total emergency responses, and total ambulance transports has started to increase slightly from recently sustained low levels.
- Assistance to Firefighters Grant for PPE. We applied for a \$100,000 grant to support additional PPE for current and potential needs related to pandemic response. We anticipate hearing back from FEMA within the next 30 days on the outcome of the grant application.
- New Wildland Fire Apparatus. Two new Type 6 wildland fire engines will be placed in service at Fire Station 88 (Antioch) and Fire Station 85 (Pittsburg). A new 2000-gallon water tender is in service at Fire Station 5 (Pleasant Hill). Another water tender is in the final stages of preparation and should be delivered within the next 2 months.



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
From: David Twa, County Administrator
Date: May 26, 2020

Subject: Memorandum of Understanding between CCC Fire Protection District and United Chief Officers Association (UCOA)

RECOMMENDATION(S):

ADOPT Resolution No. 2020/3 approving the Memorandum of Understanding (MOU) between Contra Costa County Fire Protection District and United Chief Officers Association (UCOA) implementing negotiated wage agreements and other economic terms and conditions of employment beginning July 1, 2020 through June 30, 2023.

FISCAL IMPACT:

The estimated cost of the negotiated contract is: \$221,000 for 2020/21; \$443,000 for FY 2021/22; and \$664,000 for FY 2022/23. The three year contract has an estimated total cost of \$1.3 million.

BACKGROUND:

United Chief Officers Association (UCOA) began bargaining with Contra Costa County Fire Protection District April 14, 2020. An agreement was reached on April 21 and ratified on April 23, 2020.

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/26/2020** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
Candace Andersen,
Director
Diane Burgis, Director
Karen Mitchoff, Director
Federal D. Glover, Director

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: May 26, 2020

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Lisa Driscoll, County Finance
Director (925) 335-1023

By: June McHuen, Deputy

cc: Robert Campbell, Auditor-Controller, Dianne Dinsmore, Human Resources Director

BACKGROUND: (CONT'D)

>

The resulting Memorandum of Understanding (MOU), which is attached, includes modifications to the bargaining unit, wages, retirement, healthcare, and other benefit changes. In summary, those changes are as follows:

- Term (Section 35.4)
 - The term of the agreement is July 1, 2020 – June 30, 2023.
- Salaries (Section 5.1)
 - Effective July 1, 2020, base rate of pay will be increased by 5%.
 - Effective July 1, 2021, base rate of pay will be increased by 5%.
 - Effective July 1, 2022, base rate of pay will be increased by 5%.
- Premium Payments (Section 14.9)
 - Replaced reference to “Auditor-Controller” with “Human Resources Department – Benefits Division.”
- District Dental Plan Premium Subsidy On and After January 1, 2014 (Section 14.5)
 - Renamed dental plans to remove outdated DeltaCare “PMI” language and other cleanup.
- Battalion Reassignments (Section 28.3)
 - Modified language to remove redundant language and process.
- Schedule Reassignments (Section 28.4)
 - Modified language to remove redundant language and process.
- Sick Leave Utilization for Pregnancy Disability (Section 11.3)
 - Amended Section 11.3 to clarify eligibility and usage of sick leave when used in conjunction with Pregnancy Disability Leave.
 - Included language regarding employee eligibility to utilize leave for child bonding under the FMLA and CFRA.
- Leave of Absence (Section 13)
 - Amended multiple areas of Section 13 to include references to FMLA and CFRA.
 - Clarified language in Section 13.2 regarding process and circumstances where leave without pay may be taken.
 - Amended the process for certification of FMLA/CFRA leaves in Section 11.3 and remove redundant language.
 - Amended definitions and criteria under Section 13.8.
 - Updated Military leave language to align with Federal Uniformed Services Employment & Reemployment Rights Act (USERRA), limiting period to a maximum of five (5) years, plus ninety (90) days.
 - Amended timeframe for reinstatement from FMLA/CFRA leave to a comparable position to sixty days.
- Extended Coverage (Section 14.10)
 - Specified that late payment shall result in cancellation of health plan coverage for employees on an approved leave of absence without pay.
- Re-ordered, re-numbered, and cleaned-up MOU sections as needed.

CONSEQUENCE OF NEGATIVE ACTION:

Employees will be without a contract.

CLERK'S ADDENDUM

Speaker: Vito Impastato, President United Chief Officers.

AGENDA ATTACHMENTS

Resolution 2020/3

MOU UCOA 7-1-20 thru 6-30-23

MINUTES ATTACHMENTS

Signed Resolution No. 2020/3

THE BOARD OF DIRECTORS OF THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

Adopted this Resolution on 05/26/2020 by the following vote:

AYE: ☒ 5 **John Gioia**
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2020/3

IN THE MATTER OF: The Memorandum of Understanding (MOU) between Contra Costa County Fire Protection District (District) and United Chief Officers Association (UCOA).

The Contra Costa County Board of Supervisors acting solely in its capacity as ex-officio Governing Board of the Contra Costa County Fire Protection District RESOLVES THAT:

The Memorandum of Understanding (MOU) between Contra Costa County Fire Protection District and United Chief Officers Association (UCOA) providing for wages, benefits and other terms and conditions of employment for the period of July 1, 2020 through June 30, 2023, for those classifications represented by the United Chief Officers Association is ADOPTED. A copy of the MOU is attached.

Contact: Lisa Driscoll, County Finance Director (925) 335-1023

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: May 26, 2020

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

cc: Robert Campbell, Auditor-Controller, Dianne Dinsmore, Human Resources Director

THE BOARD OF DIRECTORS OF THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

Adopted this Resolution on 05/26/2020 by the following vote:

AYE: **John Gioia**
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2020/3

IN THE MATTER OF: The Memorandum of Understanding (MOU) between Contra Costa County Fire Protection District (District) and United Chief Officers Association (UCOA).

The Contra Costa County Board of Supervisors acting solely in its capacity as ex-officio Governing Board of the Contra Costa County Fire Protection District RESOLVES THAT:

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ATTESTED: May 26, 2020

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

cc: Robert Campbell, Auditor-Controller, Dianne Dinsmore, Human Resources Director

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



JULY 1, 2020 – JUNE 30, 2023

UNITED CHIEF OFFICERS ASSOCIATION

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

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

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

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

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

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

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

DEFINITIONS

DEFINITIONS

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

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

SECTION 1 – RECOGNITION

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

SECTION 1 – RECOGNITION

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

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

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

SECTION 2 - ASSOCIATION SECURITY

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

Dues deduction shall be based on the voluntary written authorization of the employee which shall remain in effect so long as the employee remains in a unit represented by the Association unless such authorization is canceled in writing by the employee in accordance with the provisions set forth in Section 2.4 – Withdrawal of Membership. The dues deduction shall be for a specified amount and uniform between members of the Association. The Association shall indemnify, defend, and hold the District harmless against any claims made and against any suit instituted against the District on account of dues deduction. The Association shall refund to the District any amounts paid to it in error upon the presentation of supporting evidence.

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

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

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

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

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

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

Representatives of the Association, not on District time, shall be permitted to place a supply of employee literature at specific locations in District buildings if arranged through the Employee Relations Officer; said representatives may distribute employee organization literature in areas designated by the Fire Chief if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress. Such placement and/or distribution shall not be performed by on-duty employees.

SECTION 2 - ASSOCIATION SECURITY

The Association shall be allowed access to work locations in which it represents employees for the following purposes:

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

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

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

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

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

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

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

SECTION 3 – DISCRIMINATION PROHIBITED

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

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

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

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

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

SECTION 3 – DISCRIMINATION PROHIBITED

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation or union activities against any employee or applicant for employment by the County or by anyone employed by the County; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents

SECTION 4 - OFFICIAL REPRESENTATIVES

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

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

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

SECTION 4 - OFFICIAL REPRESENTATIVES

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

- A. if their attendance is required by the District or County at a specific meeting;
- B. if their attendance is sought by a hearing body for presentation of testimony or other reasons;
- C. if their attendance is required for meeting required for settlement of complaints filed pursuant to Section 19 - Management Complaint Procedure, of this Memorandum;
- D. if they are designated as an official representative, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a complaint;
- E. if they are designated as spokesperson or representative of the Association and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the Fire Chief and the District or County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required;

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

4.2 Association Representatives. Official representatives of the United Chief Officers Association shall be allowed time off on District time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Labor Relations Manager or other management representatives on matters within the scope of representation, and that advance arrangements for the time away from the work station or assignment are made with the Fire Chief and their attendance does not conflict with Fire District emergency operations.

SECTION 5 - SALARIES

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

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

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

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

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

SECTION 5 - SALARIES

- C. Transfer, Reallocation and Reclassification. The anniversary date of an employee who is transferred to another position or one whose position has been reallocated or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.
- D. Reemployments. The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification and step and who then successfully completes the required probationary period.
- E. Notwithstanding other provisions of this Section 5, the anniversary of an employee who is appointed to a classified position from outside the County's merit system at a rate above the minimum salary for the employee's new class, or who is transferred from another governmental entity to this County's merit system, is one (1) year from the first day of the calendar month after the calendar month when the employee was appointed or transferred; provided however, when the appointment or transfer is effective on the employee's first regularly scheduled work day of that month, his/her anniversary is one (1) year after the first calendar day of that month.
- F. Performance Evaluation. A performance evaluation is required annually on or about an employee's anniversary date.

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

Except as herein provided, increments within range shall not be granted more frequently than once a year, nor shall more than one (1) step within-range increment be granted at one time. In case an appointing authority recommends denial of the within range increment on some particular anniversary date, but recommends a special salary review, the special salary review shall not affect the regular salary review on the next anniversary date.

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

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

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

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

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

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

5.8 Salary Reallocation and Salary on Reallocation.

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

SECTION 5 - SALARIES

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

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

5.9 Salary on Promotion. Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied, except as provided under Section 5.12 – Acting in a Higher Class, shall receive the salary in the new salary range which is next higher than the rate received before the promotion.

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

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

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

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

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

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

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

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

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

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

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

5.14 Pay Warrant Errors. If an employee receives a pay warrant which has an error in the amount of compensation to be received and if this error occurred as a

SECTION 6 – ADDITIONAL HOURS

result of a mistake by the Auditor-Controller's Department, it is the policy of the Auditor-Controller's Department that the error will be corrected and a new warrant issued within forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays from the time the Department is made aware of and verifies that the pay warrant is in error. If the pay warrant error has occurred as a result of a mistake by an employee (e.g. payroll clerk) other than the employee who is receiving the pay, the error will be corrected as soon as possible from the time the department is made aware that pay warrant is in error.

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

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

SECTION 6 – ADDITIONAL HOURS

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

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

SECTION 7 – ACTING BATTALION CHIEF ASSIGNMENTS

operations center staffing, or special project work.

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

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

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

SECTION 7 – ACTING BATTALION CHIEF ASSIGNMENTS

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

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

SECTION 8 – ASSOCIATION NOTIFICATION

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

SECTION 9 – HOLIDAYS

9.1 Holidays Observed.

The District will observe the following holidays:

January 1st, known as New Years Day

SECTION 10 - VACATION LEAVE

Third Monday in January, known as Dr. Martin Luther King Jr. Day

Third Monday in February, known as Presidents' Day

The last Monday in May, known as Memorial Day

July 4th, known as Independence Day

First Monday in September, known as Labor Day

November 11th, known as Veteran's Day

Fourth Thursday in November, known as Thanksgiving Day

The Friday after Thanksgiving Day

December 25th, known as Christmas Day

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

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

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

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

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

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

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

SECTION 10 - VACATION LEAVE

10.1 General Provisions. Employees in permanent positions are entitled to vacation with pay. Accrual is based upon straight time hours of working time per calendar month of service and begins on the date of appointment to a permanent position. Increased accruals begin on the first of the month following the month in which the employee qualifies. Accrual for portions of a month shall be in minimum amounts of one (1) hour, calculated on the same basis as for partial month compensation. Vacation credits may be taken in one (1) minute

SECTION 10 - VACATION LEAVE

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

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

40 Hour Employees

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

56 Hour Shift Employees

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

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

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

10.5 Vacation Buy Back.

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

SECTION 11 – SICK LEAVE

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

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

10.7 Vacation Leave on Reemployment from a Layoff List. Employees with six (6) months or more service in a permanent position prior to their layoff, who are employed from a layoff list, shall be considered as having completed six (6) months tenure in a permanent position for the purpose of vacation leave. The appointing authority or designee will advise the Auditor-Controller's Payroll Unit in each case where such vacation is authorized so that appropriate Payroll system override actions can be taken.

SECTION 11 – SICK LEAVE

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

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

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

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

11.3 Policies Governing the Use of Paid Sick Leave.

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

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

SECTION 11 – SICK LEAVE

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

2. Permanent Disability Sick Leave. Permanent disability means an employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any District occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
 - a. An application for retirement for disability has been filed with the Retirement Board.
 - b. Satisfactory medical evidence of such disability is received by the appointing authority within 30 days of the start of use of sick leave for permanent disability.
 - c. The appointing authority may review medical evidence and order further examinations as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or when the above conditions have not been met.
3. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
4. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below.
 - a. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate. The District retains the right to a medical review of all requests for such leave.

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

SECTION 11 – SICK LEAVE

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

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

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

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

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

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

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

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

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

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

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

SECTION 13 - LEAVE OF ABSENCE

13.1 Leave Without Pay. Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority; provided, however, that leaves under the Pregnancy Disability Leave Act, Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA) shall be granted in accordance with applicable state and federal law.

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

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

SECTION 13 - LEAVE OF ABSENCE

- B. An employee must request a leave of absence at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer of the need for leave as soon as possible and practical.
- C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.
- D. Nevertheless, a leave of absence for the employee's serious health condition or for Family and Medical Leave Act (FMLA), and/or California Family Rights Act (CFRA) shall be granted to an employee who so requests it for up to twelve (12) weeks in a rolling twelve (12) month period in accordance with Section 13.4 below.
- E. Whenever an employee who has been granted a leave without any pay desires to return before the expiration of such leave, the employee shall provide reasonable notice to the appointing authority in writing at least two (2) days in advance of the proposed return. The Human Resources Department shall be notified promptly of such return.
- F. Except in the case of leave of absence due to Pregnancy Disability Leave Act, Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA), the decision of the appointing authority on granting or denying a leave or early return from leave shall be subject to appeal to the Director of Human Resources and not subject to appeal through the grievance procedure set forth in this MOU.

13.3 Military Leave. Any employee who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof, shall be granted a military leave for the period of such service, up to a maximum of five (5) years as permitted by the federal Uniformed Services Employment & Reemployment Rights Act (USERRA), plus ninety (90) days. Additionally, any employee who volunteers for service during a mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency, shall be granted a leave of absence in accordance with applicable federal or state laws. Upon the termination of such service, or upon honorable discharge, the employee shall be entitled to return to his/her position in the classified service without any loss of standing of any kind whatsoever provided such position still exists the employee is otherwise qualified, and the employee's cumulative military service does not exceed five (5) years for reemployment purposes as defined in USERRA.

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

SECTION 13 - LEAVE OF ABSENCE

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

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

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

13.6 Intermittent Use of Leave. The twelve (12) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The twelve (12) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 13.11 below. When paid leave accruals are used for Family & Medical leave Act (FMLA) and/or California Family Rights Act (CFRA), such time shall be counted as a part of the twelve (12) week entitlement.

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

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

- A. Child: A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.
- B. Parent: A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.
- C. Spouse: A partner in marriage as defined in Family Code Section 300.

SECTION 13 - LEAVE OF ABSENCE

- D. **Domestic Partner:** As defined in Family Code Section 297.
- E. **Serious Health Condition:** An illness, injury, impairment, or physical or mental condition which involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) and which, for family care leave only, warrants the participation of a family member to provide care during a period of treatment or supervision, as defined by state and federal law.
- F. **Certification for Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA).** A written communication to the employer from a health care provider of an employee with a serious health condition or illness or from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:
1. the date, if known, on which the serious health condition commenced;
 2. the probable duration of the condition;
 3. for family care, an estimate of the frequency and duration of the leave required to render care or supervision for the family member;
 4. for an employee's serious health condition, a statement whether the employee is able to work, or is unable to perform one or more of the essential functions of his/her position;
 5. if for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced work schedule needed for the employee's serious health condition or for the care of the employee's family member and its expected duration.
- G. **Comparable Positions.** A position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave. Ordinarily, the job assignment will be the same duties in the same program area located in the same city, although specific clients, caseload, co-workers, supervisor(s), or other staffing may have changed during an employee's leave.

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

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

SECTION 13 - LEAVE OF ABSENCE

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

13.11 Leave Without Pay - Use of Accruals.

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

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

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

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

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

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

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

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

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

SECTION 14 - HEALTH AND WELFARE, LIFE AND DENTAL CARE

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

All Health Plans

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

- B. District Premium Subsidy Through November 30, 2016. For the plan year that begins on January 1, 2016, the District will contribute up to an amount equivalent to eighty percent (80%) of the 2016 CalPERS Kaiser premium at each level (employee only, employee + one, employee + two or more) towards the covered employee's CalPERS or CalPERS Alternative Plan (CCHP) premium.
- C. District Premium Subsidy On and After December 1, 2016. For the plan year that begins on January 1, 2017, the District will pay a monthly premium subsidy for each health plan that is equal to the actual dollar monthly premium subsidy that is paid by the District for that plan as of November 30, 2016. In addition, if there is an increase in the monthly premium charged by a health plan for 2017, the District and the employee will each pay fifty percent (50%) of that increase. For each plan year thereafter, and for each plan, the District and the employee will each pay fifty (50%) of the monthly premium increase above the 2016 plan premiums.
- D. In the event, in whole or in part, that the above District premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any plan, the District's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

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

14.5 District Dental Plan Premium Subsidy

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

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

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

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

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

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

1. Eligible Dependents:

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

2. Delta Dental PPO Only:
Employee's unmarried child who is:

SECTION 14 - HEALTH AND WELFARE, LIFE AND DENTAL CARE

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

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

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

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

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

- A. CalPERS Plan (Includes Alternate CCHP Plan).
The District's subsidy of the health plan premium is payable one (1) month in advance. If an employee's compensation in any month is not sufficient to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the County Human Resources Department – Benefits Division by the tenth day of each month. The responsibility for this payment rests solely with the employee.

SECTION 14 - HEALTH AND WELFARE, LIFE AND DENTAL CARE

B. Dental and Life Insurance Plans.

The District's subsidy of the dental and life insurance premium as described in Sections 14.5 and 14.8, is payable monthly. If an employee's

compensation in any month is not sufficient to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the County Human Resources Department – Benefits Division by the tenth day of each month. The responsibility for this payment rests solely with the employee.

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

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

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

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

A. Retirement Dental Coverage.

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

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members.

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

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

B. Retirement Medical Coverage.

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

14.12 Dual Coverage.

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

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

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

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

14.15 Health Care Spending Account. The District will continue to offer regular full-time and part-time (20/40 or greater) District employees the option to participate in a Health Care Spending Account (HCSA) Program designated to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a pre-determined amount of money from their paycheck for health care expenses not reimbursed by any other health benefits plan with before tax dollars. HCSA dollars can be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee.

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

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

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

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

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

SECTION 15 - PROBATIONARY PERIOD

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

SECTION 15 - PROBATIONARY PERIOD

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

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

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

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

- A. **Appeal from rejection.** Notwithstanding any other provisions of this section, an employee (probationer) shall have the right to appeal from any rejection during the probationary period based on political, or religious affiliations, Association activities, or race, color, national origin, sex, age, disability, or sexual orientation.
- B. The appeal must be written, must be signed by the employee and set forth the grounds and the facts by which it is claimed that grounds for appeal exist under subsection (A) above and must be filed through the Director of Human Resources to the Merit Board by 5:00 p.m. on the 7th calendar day after the date of delivery to the employee of notice of rejection.
- C. The Merit Board shall consider the appeal, and if it finds probable cause to believe that the rejection may have been based on grounds prohibited in subsection (A) above, it may refer the matter to a Hearing Officer for hearing, recommend findings of fact, conclusions of law and decision, pursuant to the relevant provisions of the Merit Board rules in which proceedings the rejected probationer has the burden of proof.

SECTION 15 - PROBATIONARY PERIOD

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

15.5 Regular Appointment. The regular appointment of a probationary employee shall begin on the day following the end of the probationary period, subject to the condition that the Director of Human Resources receive from the appointing authority a statement in writing that the services of the employee during the probationary period were satisfactory and that the employee is recommended for permanent appointment. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this Memorandum of Understanding, without notice and without right of appeal or hearing. If the appointing authority has not returned the probation report, a probationary employee may be rejected from the service within a reasonable time after the probation period for failure to pass probation. If the appointing authority fails to submit in a timely manner the proper written documents certifying that a probationary employee has served in a satisfactory manner and later acknowledges it was the appointing authority's intention to do so, the regular appointment shall begin on the day following the end of the probationary period.

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

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

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

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

15.7 Rejection During Probation of Layoff Employee. An employee who has achieved permanent status in the class before layoff and who subsequently is appointed from the layoff list and then rejected during the probation period shall be automatically restored to the layoff list, unless discharged for cause, if the person is within the period of layoff eligibility. The employee shall begin a new probation period if subsequently certified and appointed in a different district or classification than that from which the employee was laid off.

SECTION 16 – PROMOTION

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

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

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

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

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

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

SECTION 17 - RESIGNATIONS

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

16.5 Seniority Credits.

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

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

SECTION 17 - RESIGNATIONS

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

17.1 Resignation in Good Standing. A resignation giving the appointing authority written notice at least two (2) weeks in advance of the last date of service (unless the appointing authority requires a longer period of notice, or consents to the employee's terminating on shorter notice) is a resignation in good standing.

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

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

- A. An employee has been absent from duty for ten (10) consecutive working days, (three shifts for employees on a 56-hour work week) without leave; and
- B. ten (10) more consecutive days (three shifts for employees on a 56 hour work week) have elapsed without response by the employee after the mailing of a notice of resignation by the appointing authority to the employee at the employee's last known address.

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

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

17.5 Coerced Resignations.

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

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

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

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

The appointing authority may dismiss, suspend, demote, or reduce in salary any employee for cause. Reduction in salary shall not exceed five percent (5%) of the employee's base salary. Reduction in salary shall not exceed ninety (90) consecutive calendar days. The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions and dismissal, suspension, demotion or reduction in salary may be based on reasons other than those specifically mentioned:

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

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

16. excessive or unexcused absenteeism and/or tardiness;
17. sexual harassment including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, interfering with an individual's work performance, or creating an intimidating, hostile or an offensive working environment.

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

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

Employee Response. The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the appointing authority either orally or in writing before the proposed action may be taken. Upon request of the employee and for good cause, the appointing authority may extend in writing the period to respond. If the employee's response is not filed within seven (7) days or during any extension, the right to respond is lost.

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

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

18.5 Procedure on Dismissal, Suspension or Disciplinary Demotion.

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

SECTION 19 – MANAGEMENT COMPLAINT PROCEDURE

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

- B. Service of Order. Said order of dismissal, suspension, or demotion shall be filed with the Director of Human Resources showing by whom and the date a copy was served upon the employee to be dismissed, suspended or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U.S. Postal Service.
- C. Employee Appeals from Order. The employee may appeal an order of dismissal, suspension or demotion to the Merit Board or through the procedures of Section 19, Management Complaint Procedure, of this Memorandum of Understanding, provided that such appeal is filed in writing with the Director of Human Resources within ten (10) calendar days after service of said order.

SECTION 19 – MANAGEMENT COMPLAINT PROCEDURE

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

- A. Step 1. Any employee or group of employees who believes a provision of this Memorandum of Understanding has been misinterpreted or misapplied to the employee's detriment shall discuss the complaint on an informal basis with the employee's appropriate chief officer who shall meet with the employee and respond to the complaint within five (5) duty shifts, or ten (10) workdays in the case a complaint filed by employees assigned to a forty (40) hour workweek, of a request to hold such a meeting. Complaints challenging suspensions, reductions in pay, demotions and terminations may be filed at Step 3 within the time frame set forth in Section 18.5.
- B. Step 2. If a complaint is not satisfactorily resolved in Step 1 above, the employee may submit the complaint in writing within five (5) calendar days to such management official, other than the chief officer who participated in Step 1 above, as the Fire Chief may designate. This formal written complaint shall state which provision of the Memorandum of Understanding has been misinterpreted or misapplied, how the misinterpretation or misapplication has affected the employee to the employee's

SECTION 19 – MANAGEMENT COMPLAINT PROCEDURE

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

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

If an Adjustment Board is unable to arrive at a majority decision, either the employee (or the County/District, when alleging a violation of Section 19.2 below) may require the complaint be referred to an impartial arbitrator who shall be designated by mutual agreement between the employee and the Employee Relations Officer or his/her designee. Such request shall be submitted within ten (10) calendar days of the rendering of the Adjustment Board decision to the Employee Relations Officer or his/her designee (or the designated representative of the Association when the County/District is alleging a violation of Section 19.2 below). Within thirty (30) calendar days of the request for arbitration, the parties shall mutually select an arbitrator. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the employee and the District. Each party, however, shall bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

SECTION 19 – MANAGEMENT COMPLAINT PROCEDURE

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

19.2 Scope of Adjustment Board and Arbitration Decisions.

- A. Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by law.
- B. No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a complaint as set forth in Section 19.1 above.
- C. Proposals to add to or change this Memorandum of Understanding or to change written agreements supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements supplementary hereto or to establish any new terms or conditions of employment.
- D. If the Employee Relations Officer or his/her designee in pursuance of the procedures outlined in Section 19.1C above, or the Adjustment Board in pursuance of the provisions of Section 19.1D above, resolve a complaint which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time; but, in the event that the complaint is carried to arbitration and such employee is found to have been properly discharged under the provisions of Section 18, such employee may not be ordered reinstated and no penalty may be assessed upon the County/District.

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

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

SECTION 19 – MANAGEMENT COMPLAINT PROCEDURE

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

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

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

19.7 Merit Board.

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

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

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

SECTION 20 - EMPLOYEE REPRESENTATION RIGHTS

SECTION 20 - EMPLOYEE REPRESENTATION RIGHTS

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

SECTION 21 - RETIREMENT CONTRIBUTION

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

21.2 Safety Employees Retirement.

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

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

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

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

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

SECTION 22 - SAFETY

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

SECTION 24 - UNIFORM ALLOWANCE

SECTION 23 - MILEAGE

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

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

SECTION 24 - UNIFORM ALLOWANCE

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

SECTION 25 - CERTIFICATION REQUIREMENTS

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

25.2 General Terms.

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

SECTION 26 – OTHER TERMS OF EMPLOYMENT

SECTION 26 – OTHER TERMS OF EMPLOYMENT

26.1 Longevity Pay.

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

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

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

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

SECTION 26 – OTHER TERMS OF EMPLOYMENT

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

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

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

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

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

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

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

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

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

SECTION 26 – OTHER TERMS OF EMPLOYMENT

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

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

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

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

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

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

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

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

SECTION 27 – SPECIAL ASSIGNMENT PRE-APPROVAL

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

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

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

SECTION 27 – SPECIAL ASSIGNMENT PRE-APPROVAL

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

SECTION 28 – DAYS AND HOURS OF WORK

28.1 Definitions.

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

SECTION 28 – DAYS AND HOURS OF WORK

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

28.2 Designated Workweek and Work Schedules.

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

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

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

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

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

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

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

SECTION 29 – MAXIMUM CONTINUOUS WORK HOURS

assignment shall not exceed one (1) year.

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

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

SECTION 29 – MAXIMUM CONTINUOUS WORK HOURS

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

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

SECTION 30 – BATTALION CHIEF OPENINGS

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

SECTION 31 – SERVICE AWARDS

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

SECTION 32 - DEFINITIONS FOR SERVICE AWARDS AND VACATION ACCRUALS

SECTION 32 - DEFINITIONS FOR SERVICE AWARDS AND VACATION ACCRUALS

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

SECTION 33 - UNFAIR LABOR PRACTICE

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

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

SECTION 34 - ADOPTION

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

SECTION 35 - SCOPE OF AGREEMENT & SEPARABILITY OF PROVISIONS

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

SECTION 35 - SCOPE OF AGREEMENT & SEPARABILITY OF PROVISIONS

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

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

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

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

UNITED CHIEF OFFICERS ASSOCIATION

ATTACHMENT

ATTACHMENT A

CLASS & SALARY LISTING

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

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

* All classifications are Safety

UNITED CHIEF OFFICERS ASSOCIATION

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**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors

From: David Twa, County Administrator

Date: May 26, 2020

Subject: Salary Resolution No. 2020/5 Increasing Salaries for Unrepresented Fire Safety Management

RECOMMENDATION(S):

Acting as the Governing Body of the Contra Costa County Fire Protection District, ADOPT Resolution No. 2020/5 regarding salary increases for unrepresented fire safety management classifications in the Contra Costa County Fire Protection District.

FISCAL IMPACT:

The estimated cost of this action is \$120,000 for FY 2020/21; \$247,000 for FY 2021/22; and \$380,000 for FY 2022/23. The estimated cost of the three fiscal years is \$747,000.

BACKGROUND:

Historically, the wages and benefits granted by the District to its unrepresented safety management employees have paralleled the wages and benefits negotiated by the District with the United Chief Officers' Association. On May 26, 2020, the Governing Body of the Contra Costa County Fire Protection District adopted a new memorandum of understanding (MOU) with the United Chief Officers' Association that included wage increases. Resolution No. 2020/5 increases the wages of unrepresented safety management classifications in order to retain parity with represented fire classifications.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/26/2020** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
Candace Andersen,
Director
Diane Burgis, Director
Karen Mitchoff, Director
Federal D. Glover, Director

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: May 26, 2020

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Lisa Driscoll, County Finance
Director (925) 335-1023

By: June McHuen, Deputy

BACKGROUND: (CONT'D)

> In summary the resolution provides:

- Effective July 1, 2020 five percent (5%) increase;
- Effective July 1, 2021 five percent (5%) increase; and
- Effective July 1, 2022 five (5%) increase.

CONSEQUENCE OF NEGATIVE ACTION:

The District could be detrimentally impacted by the potential loss of highly-trained personnel and it may become more difficult to attract candidates for promotion.

AGENDA ATTACHMENTS

Resolution 2020/5

MINUTES ATTACHMENTS

Signed Resolution No. 2020/5

THE BOARD OF DIRECTORS OF THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

Adopted this Resolution on 05/26/2020 by the following vote:

AYE: **John Gioia**
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2020/5

In the Matter of: Salary Increases for unrepresented Fire safety management classifications in the Contra Costa County Fire Protection District

The Contra Costa County Board of Supervisors acting as the Governing Board of the Contra Costa County Fire Protection District RESOLVES THAT:

The District will implement general salary increases for the classifications of Assistant Fire Chief-Exempt (RPB1); Assistant Fire Chief-Group 1 (RPBA); Deputy Fire Chief-Exempt (RPB2); Fire Marshal (RJGA); Fire Chief-Contra Costa (RPA1); Supervising Fire Inspector (RJHC):

- Effective July 1, 2020 five percent (5%) increase;
- Effective July 1, 2021 five percent (5%) increase; and
- Effective July 1, 2022 five percent (5%) increase.

Contact: Lisa Driscoll, County Finance Director (925) 335-1023

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: May 26, 2020

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

cc: Lewis Broschard, CCCFPD Fire Chief, Robert Campbell, Auditor-Controller, Dianne Dinsmore, Human Resources Director

THE BOARD OF DIRECTORS OF THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

Adopted this Resolution on 05/26/2020 by the following vote:

AYE: **John Gioia**
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2020/5

In the Matter of: Salary Increases for unrepresented Fire safety management classifications in the Contra Costa County Fire Protection District

The Contra Costa County Board of Supervisors acting as the Governing Board of the Contra Costa County Fire Protection District RESOLVES THAT:

The District will implement general salary increases for the classifications of Assistant Fire Chief-Exempt (RPB1); Assistant Fire Chief-Group 1 (RPBA); Deputy Fire Chief-Exempt (RPB2); Fire Marshal (RJGA); Fire Chief-Contra Costa (RPA1); Supervising Fire Inspector (RJHC):

- Effective July 1, 2020 five percent (5%) increase;
- Effective July 1, 2021 five percent (5%) increase; and
- Effective July 1, 2022 five percent (5%) increase.

Contact: Lisa Driscoll, County Finance Director (925) 335-1023

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: May 26, 2020

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By:  Deputy

cc: Lewis Broschard, CCCFPD Fire Chief, Robert Campbell, Auditor-Controller, Dianne Dinsmore, Human Resources Director



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
From: David Twa, County Administrator
Date: May 26, 2020

Subject: Contra Costa County Fire Management Resolution No. 2020/6 which Supersedes Resolution No. 2017/392

RECOMMENDATION(S):

ADOPT Resolution No. 2020/6, which supersedes Resolution No. 2019/63, regarding compensation and benefits for unrepresented fire safety management classifications in the Contra Costa County Fire Protection District.

FISCAL IMPACT:

Technical change to language has no fiscal impact.

BACKGROUND:

The Management Resolution for the Contra Costa County Fire Protection District has been modified in the following ways:

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/26/2020** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
Candace Andersen,
Director
Diane Burgis, Director
Karen Mitchoff, Director
Federal D. Glover, Director

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: May 26, 2020

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Lisa Driscoll, County Finance
Director, (925) 335-1023

By: June McHuen, Deputy

cc: Robert Campbell, Auditor-Controller, Lewis Broschard, CCCFPD Fire Chief

BACKGROUND: (CONT'D)

>

1. **Section 21.** Fire Emergency Recall and Standby Differential. Clarified that the standby with emergency recall duty differential applies to all classifications covered by the resolution except for the Fire Chief.
2. **Section 26.** No Fire Services Standby Duty with Emergency Recall Differential. Made non-substantive changes to the title of the differential that does not apply to the Fire Chief.

CONSEQUENCE OF NEGATIVE ACTION:

Calculation of pension benefits will continue to be protracted.

AGENDA ATTACHMENTS

Resolution 2020/6

Body of Resolution No. 2020-6

MINUTES ATTACHMENTS

Signed Resolution No. 2020/6

THE BOARD OF DIRECTORS OF THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

Adopted this Resolution on 05/26/2020 by the following vote:

John Gioia
Candace Andersen
AYE: ☒ **Diane Burgis**
Karen Mitchoff
Federal D. Glover

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2020/6

In the Matter Of: Compensation and Benefits for Contra Costa County Fire Protection District Unrepresented Fire Safety Management Employees

The Contra Costa County Board of Supervisors acting solely in its capacity as the governing board of the Contra Costa County Fire Protection District **RESOLVES THAT:**

Effective on July 1, 2020 and continuing, and until further Order of the Board, the Board adopts the attached program of compensation and benefits for Contra Costa County Fire Protection District Unrepresented Safety Management employees in the classifications listed below. Except for Section 3 of Resolution No. 2002/615, this Resolution supersedes all previous resolutions providing compensation and benefits for the employees in classifications listed below, including but not limited to Resolution No. 2019/63.

- Assistant Fire Chief-Exempt (RPB1)
- Assistant Fire Chief-Group 1 (RPBA)
- Deputy Fire Chief-Exempt (RPB2)
- Fire Marshal (RJGA)
- Fire Chief-Contra Costa (RPA1)
- Supervising Fire Inspector (RJHC)

Unless expressly provided otherwise, this Resolution is subject to the provisions of appropriate Administrative and Personnel Bulletins, the 1937 County Employees Retirement Act, the County Salary Regulations, and the County Personnel Management Regulations.

Unrepresented safety management employees include employees in classified, exempt, and project classifications. This Resolution is organized in two parts to distinguish those general Fire District benefits provided to unrepresented safety management employees (Part I) and those benefits provided exclusively to the Fire Chief (Part II). Unless otherwise expressly provided, compensation and benefits under this Resolution are authorized only for permanent and project employees who work full time or part time, no less than twenty (20) hours per week.

The full text of this Resolution is attached.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

Contact: Lisa Driscoll, County Finance Director, (925) 335-1023

ATTESTED: May 26, 2020

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

cc: Robert Campbell, Auditor-Controller, Lewis Broschard, CCCFPD Fire Chief

THE BOARD OF DIRECTORS OF THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

Adopted this Resolution on 05/26/2020 by the following vote:

AYE: ☐ 5 **John Gioia**
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

NO: ☐ /

ABSENT: ☐ /

ABSTAIN: ☐ /

RECUSE: ☐ /



Resolution No. 2020/6

In the Matter Of: Compensation and Benefits for Contra Costa County Fire Protection District Unrepresented Fire Safety Management Employees

The Contra Costa County Board of Supervisors acting solely in its capacity as the governing board of the Contra Costa County Fire Protection District **RESOLVES THAT:**

Effective on July 1, 2020 and continuing, and until further Order of the Board, the Board adopts the attached program of compensation and benefits for Contra Costa County Fire Protection District Unrepresented Safety Management employees in the classifications listed below. Except for Section 3 of Resolution No. 2002/615, this Resolution supersedes all previous resolutions providing compensation and benefits for the employees in classifications listed below, including but not limited to Resolution No. 2019/63.

- Assistant Fire Chief-Exempt (RPB1)
- Assistant Fire Chief-Group 1 (RPBA)
- Deputy Fire Chief-Exempt (RPB2)
- Fire Marshal (RJGA)
- Fire Chief-Contra Costa (RPA1)
- Supervising Fire Inspector (RJHC)

Unless expressly provided otherwise, this Resolution is subject to the provisions of appropriate Administrative and Personnel Bulletins, the 1937 County Employees Retirement Act, the County Salary Regulations, and the County Personnel Management Regulations.

Unrepresented safety management employees include employees in classified, exempt, and project classifications. This Resolution is organized in two parts to distinguish those general Fire District benefits provided to unrepresented safety management employees (Part I) and those benefits provided exclusively to the Fire Chief (Part II). Unless otherwise expressly provided, compensation and benefits under this Resolution are authorized only for permanent and project employees who work full time or part time, no less than twenty (20) hours per week.

The full text of this Resolution is attached.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

Contact: Lisa Driscoll, County Finance Director, (925) 335-1023

ATTESTED: May 26, 2020

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Julie McHuen, Deputy

cc: Robert Campbell, Auditor-Controller, Lewis Broschard, CCCFPD Fire Chief

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I. BENEFITS FOR UNREPRESENTED SAFETY MANAGEMENT EMPLOYEES IN THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

1. Leaves With and Without Pay

- 1.10 Holidays: The District will observe the following holidays during the term covered by this Resolution:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

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

Any holiday observed by the District that falls on a Saturday is observed on the preceding Friday and any holiday that falls on a Sunday is observed on the following Monday.

- 1.11 Definitions:

Regular Work Schedule: The regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week.

Flexible Work Schedule: A flexible work schedule is any schedule that is not a regular, alternate, 9/80, or 4/10 work schedule and where the employee is not scheduled to work more than 40 hours in a "workweek" as defined below.

Workweek for Employees on Regular and Flexible Work Schedules: For employees on regular and flexible work schedules, the workweek begins at 12:01a.m. on Monday and ends at twelve midnight on Sunday.

- 1.12 Holidays Observed: Employees on regular and flexible work schedules are entitled to observe a holiday (day off work), without a reduction in pay, whenever a holiday is observed by the District.
- 1.13 Holidays – Flexible Work Schedules: When a holiday falls on the regularly scheduled day off of any employee who is on a flexible work schedule, the employee is entitled to take the day off, without a reduction in pay, in recognition of the holiday. These employees are entitled to request another day off within the same work week in recognition of their regularly

scheduled day off. The requested day off must be within the same work week 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 accruals. If the employee does not have any non-sick-leave accrual balances, leave without pay (AWOP) will be authorized.

- 1.14 Holidays – Part-Time Employees: Permanent, part-time employees are entitled to observe a holiday (day off work) in the same ratio as the number of hours in the part-time employee's schedule bears to forty (40) hours.
- 1.15 No Overtime Pay, Holiday Pay, or Comp Time: Employees are not entitled to receive overtime pay, holiday pay, overtime compensatory time, or holiday compensatory time. Employees who are unable or not permitted to observe a holiday (take the day off), are authorized to receive overtime pay ONLY IF the employee is on the Overtime Exempt Exclusion List (see Section 9.10).
- 1.16 Personal Holiday Credit: Employees are entitled to accrue two (2) hours of personal holiday credit each month. This time is prorated for part-time employees. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from District service, employees are paid for any unused personal holiday credits at the employee's then current rate of pay, up to a maximum of forty (40) hours.
- 1.17 Vacation: Employees are entitled to accrue paid vacation credit not to exceed the maximum cumulative hours as follows:

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

Each employee is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

An employee's Service Award Date is the first day of his/her temporary, provisional, or permanent appointment to a position in the County. If an employee is first appointed to a temporary or provisional position and then later appointed to a permanent position, the Service Award Date for that employee is the date of the first day of the temporary or provisional appointment.

- 1.18 Sick Leave: Employees are entitled to accrue paid sick leave credit in accordance with the provisions of the County Salary Regulations and District Personnel Bulletin No. 21 (Sick Leave Policy) adopted on August 10, 1995, as periodically amended.
- 1.19 Part-Time Employees: Part-time employees are entitled to accrue paid vacation and sick leave credit on a pro-rata basis.
- 1.20 Family Care Leave: The provisions of Section 1006.3 of the Contra Costa County Personnel Management Regulations and Resolution No. 94/416, as amended, relating to Leaves of Absence and Family Care Medical Leave apply to all employees covered by this Resolution.
- 1.21 Leave Without Pay - Use of Accruals: The provisions of Section 1006.6 of the Contra Costa County Personnel Management Regulations, as amended, relating to use of accruals while on leave without pay, apply to all employees covered by this Resolution.

2. Health, Dental and Related Benefits

2.A. Health Plans

- 2.10 Health Plan Coverages: Group health benefits through the California Public Employees' Retirement System (CalPERS) are provided for all permanent full-time employees.

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, including but not limited to eligibility, benefit levels, benefit plans, minimum premium subsidies, and costs.

- 2.11 Contra Costa Health Plan (CCHP): Because CCHP has met the minimum standards required under PEMHCA and is approved as an alternative CalPERS plan option, employees and COBRA counterparts may elect to

enroll in CCHP under the CalPERS plan rules and regulations.

- 2.12 Health Plan Monthly Premium Subsidy: The District's subsidies to the CalPERS monthly health plan premiums are as provided below. The employee must pay any Health Plan premium costs that are greater than the District's subsidies identified below.

a. Health Plan Premium Subsidy:

1. District Premium Subsidy through November 30, 2015. Beginning on January 1, 2010, and through November 30, 2015, the amount of the District premium subsidy that is paid for employees and eligible family members is a set dollar amount and is not a percentage of the premium charged by the plan. The District will pay the CalPERS statutory minimum employer monthly health plan premium subsidy or the following monthly health plan premium subsidy, whichever is greater:

Employee/Retiree/Survivor Only	\$478.69
Employee/Retiree/Survivor & One Dependent	\$957.38
Employee/Retiree/Survivor & Two or more Dependents	\$1228.67

2. District Premium Subsidy through November 30, 2016. For the plan year that begins on January 1, 2016, the District will contribute up to an amount equivalent to eighty percent (80%) of the 2016 CalPERS Kaiser premium at each level (employee only, employee + 1, employee + 2 or more) towards the covered employee's CalPERS or CalPERS Alternative Plan (CCHP) premium.

3. District Premium Subsidy On and After December 1, 2016. For the plan year that begins on January 1, 2017, the District will pay a monthly premium subsidy for each health plan that is equal to the actual dollar monthly premium subsidy that is paid by the District for that plan as of November 30, 2016. In addition, if there is an increase in the monthly premium charged by a health plan for 2017, the District and the employee will each pay fifty percent (50%) of that increase. For each plan year thereafter, and for each plan, the District and the employee will each pay fifty percent (50%) of the monthly premium increase above the 2016 plan premiums.

b. In the event that the District premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any health or dental plan, for any plan year, the District's subsidy will not exceed one hundred percent (100%) of the applicable plan premium.

- 2.13 Retirement Coverage: Government Code section 22892 applies to all employees covered by this Resolution.

- 2.14 Premium Payments: Employee participation in any health plan is contingent upon the employee authorizing payroll deduction by the District of the employee's share of the premium cost. If an employee's compensation in any month (including during a leave of absence) is not sufficient to pay the employee share of the premium, the employee must pay the difference to the Auditor-Controller. The responsibility for this payment rests solely with the employee.

2.B. Dental and Life Insurance Plans

- 2.15 Dental Program: Every permanent employee may participate in any available County Group Dental Plan. The District may change dental plan providers at any time during the term of this resolution.

- 2.16 Dental Plan Premium Subsidy: The dental plan premium subsidies set forth below are provided only for permanent full-time employees and permanent part-time employees regularly scheduled to work at least twenty (20) hours per week. The employee will pay any dental plan costs that are greater than the District's premium subsidies set forth below.

a. Beginning on January 1, 2010, and for each calendar year thereafter, the amount of the District premium subsidy that is paid for employees and eligible family members is a set dollar amount and is not a percentage of the premium charged by the dental plan. The District will pay the following monthly dental plan premium subsidies:

Delta Dental with CCHP A or B:

Single: \$41.17

Family: \$93.00

Delta Dental with any CalPERS health plan

Single: \$34.02

Family: \$76.77

Delta Dental without a health plan

Single: \$43.35

Family: \$97.81

DeltaCare (PMI) with CCHP A or B

Single: \$25.41

Family: \$54.91

DeltaCare (PMI) with any CalPERS health plan

Single: \$21.31

Family: \$46.05

DeltaCare (PMI) without a health plan

Single: \$27.31

Family: \$59.03

b. If the District contracts with another dental plan, the District will determine the monthly dollar premium subsidy that it will pay to that dental plan for employees and their eligible family members.

c. In the event that the District premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any dental plan, for any plan year, the District's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

2.17 Retirement Coverage:

a. Upon Retirement:

1. Upon retirement and for the term of this resolution, employees and their eligible family members 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 dental plan monthly premium subsidies set forth in Section 2.16, subsection a., for eligible retirees and their eligible family members.

2. For employees hired on or after January 1, 2009 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 (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from District employment and (ii) 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.

3. For purposes of this section 2.17 only, "eligible family members" does not include Survivors of employees or retirees.

- 2.18 Life Insurance Benefit Under Health and Dental Plans: For 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.
- 2.19 Supplemental Life Insurance: In addition to the life insurance benefits provided by this resolution, employees may subscribe voluntarily and at their own expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars (\$500,000), of which one hundred thousand dollars (\$100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.
- 2.20 Premium Payments: Employee participation in any 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 to the dental and life insurance premium is payable monthly. If an employee's compensation in any month (including during a leave of absence) is not sufficient to pay the employee share of the premium, the employee must pay the difference to the Auditor-Controller. The responsibility for this payment rests solely with the employee.
- 2.21 Family Member Eligibility Criteria: 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 unmarried child who is:
 - (1) under age 19; or
 - (2) Age 19 or above, but under age 24; and who
 - 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.
 - d. Employee's disabled child who is over age 19, unmarried, and incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.

2. "Employee's child" includes natural child, step-child, adopted child, child of a qualified domestic partner, and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

2.C. General Provisions

2.22 Extended Coverage:

a. An employee on approved leave without pay for more than thirty (30) days may continue his/her health/dental/life insurance coverage provided that the employee pays his/her share of the monthly premium during said leave.

b. An employee who separates from District employment is covered by his/her District health and/or dental plan through the last day of the month in which he/she separates. Employees who separate from District employment may continue Group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.

- 2.23 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.

2.24 Dual Coverage:

a. Each employee and retiree may be covered only by a single District health (or dental) plan, including a CalPERS plan. For example, a District employee may be covered under a single District health and/or dental plan as either the primary insured or the dependent of another District employee or retiree, but not as both the primary insured and the dependent of another District employee or retiree.

b. All dependents may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both husband and wife are District employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.

c. For purposes of Section 2.24, only, "District" includes the County of Contra Costa, the Contra Costa County Fire Protection District, and all other special districts governed by the Board of Supervisors.

- 2.25 Catastrophic Leave Program: All employees are included in the District's Program and may designate a portion of their accrued vacation, administrative leave or personal holiday credit to be deducted from existing balances and credited to a specific eligible employee. To utilize this program, all recipient requests must be submitted to the Fire Chief for review and recommendation to the County Administrator. The County Administrator will make final decision as to approval or denial of the request to use accruals in the Catastrophic Leave Bank.
- 2.26 Health Care Spending Account: After six (6) months of permanent employment, employees may elect 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 pay, before taxes, for health care expenses not reimbursed by any other health benefit plan. 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.
- 2.27 PERS Long-Term Care: The District will deduct and remit monthly premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.
- 2.28 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.
- 2.29 Premium Conversion Plan: The District will continue to offer a 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.
- 2.30 Prevailing Section: To the extent that any provision of this Section (Section 2. Health, Dental and Related Benefits) is inconsistent with any provision of any other District or County enactment or policy, including Administrative Bulletins, County Salary Regulations, and County Personnel Management Regulations, or any other resolution or order of

the Board of Supervisors, acting in any of its various capacities including as the Governing Board of the Contra Costa County Fire Protection District, the provisions of this Section (Section 2. Health, Dental and Related Benefits) will prevail.

- 2.31 Voluntary Vision Plan: Beginning no earlier than the 2018 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 a provider for a voluntary vision plan with no co-pays. The vision plan is not available to temporary or permanent intermittent employees.

3. Transportation Expense

- 3.10 Mileage Reimbursement: The District will pay a mileage allowance for the use of personal vehicles on District business at the rate allowed by the Internal Revenue Service (IRS) as a tax deductible expense, 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 IRS, whichever is later.
- 3.11 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 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.

4. Retirement Benefits

- 4.10 Contribution. Employees are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contribution determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association, without the District paying any part of the employees' share. Employees are also responsible for payment of the employees' contribution for the retirement cost-of-living program as determined annually by the Board of Retirement, without the District paying any part of the employees' contribution.
- 4.11 Safety Employees Retirement- Tier A- Employees Who Became Safety Members of CCCERA Before January 1, 2013. The retirement formula of "3 percent at 50" applies to all employees who became Safety members of the Contra Costa County Employees Retirement Association (CCCERA) on or before December 31, 2012. The cost-of-living adjustment (COLA) to

the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average. This retirement benefit will be known as Safety Tier A.

- a. Until December 1, 2017, each employee will pay nine percent (9%) of his/her retirement base to pay part of the employer's contribution for the cost of Safety Tier A retirement benefits.
- b. For the period of December 1, 2017, through and including June 30, 2018, each employee in Tier A will pay six percent (6%) of his/her retirement base to pay part of the employer's contribution for the cost of Safety Tier A retirement benefits.
- c. For the period of July 1, 2018, through and including June 30, 2019, each employee will pay three percent (3%) of his/her retirement base to pay part of the employer's contribution for the cost of Safety Tier A retirement benefits.
- d. Effective on July 1, 2019, each employee's payment of three percent (3%) of his/her retirement base to pay part of the employer's contribution for the cost of Safety Tier A retirement benefits will cease.
- e. "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement deductions.

4.12 Employees with More Than 30 Years of Continuous Service as Safety Members- Tier A. Beginning on January 1, 2008 and pursuant to Government Code section 31664.1, current and future employees in classifications that are governed by this Resolution and designated by the Contra Costa County Employees' Retirement Association 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 towards the cost of Safety Tier A.

4.13 Safety Employees Retirement- Safety PEPRA Tier- Employees Who Become Safety Members of CCCERA on or after January 1, 2013.

- a. For employees who become Safety members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012) and PEPRA Safety Option Plan Two (2.7% @ 57) applies. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.

b. For employees who, under PEPRA, become Safety New members of CCCERA on or after January 1, 2016, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will be banked.

c. Sections 4.11 and 4.12, above, apply to employees who, under PEPRA, become reciprocal Safety Members of CCCERA in Tier A, as determined by CCCERA.

5. 414H2 Participation

The District will continue to implement Section 414(h) (2) of the Internal Revenue Code which allows the Auditor-Controller to reduce the gross monthly pay of employees by an amount equal to the employee's total contribution to the County Retirement System before Federal and State income taxes are withheld, and forward that amount to the Retirement System. This program of deferred retirement contribution is universal and non-voluntary.

6. Training

6.10 Career Development Training Reimbursement: All full-time employees are eligible for career development training reimbursement not to exceed seven hundred fifty dollars (\$750) per fiscal year. The reimbursement of training expenses includes books and is governed by any Administrative Bulletins on Travel or Training.

6.11 Management Development Policy: Employees are authorized to attend professional training programs, seminars, and workshops, during normal work hours at the discretion of their Fire Chief, for the purpose of developing knowledge, skills, and abilities, in the areas of supervision, management, and County/District policies and procedures. Up to thirty (30) hours of such training time is recommended annually.

a. The District is encouraged to provide for professional development training exceeding thirty (30) hours annually for people newly promoted to positions of direct supervision.

b. Priority is given to professional training programs offered through the County Training Institute. Other related and appropriate training/education resources approved by the District are also allowable.

c. To encourage personal and professional growth, the District provides reimbursement for certain expenses incurred by employees for job-related training (required training and career development training/education). Provision for eligibility and reimbursement identified in Administrative

Bulletin 112.9.

d. The Fire Chief is responsible for authorization of individual professional development reimbursement requests. Reimbursement is through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

7. Bilingual Pay Differential:

A monthly salary differential will be paid to incumbents of positions requiring bilingual proficiency as designated by the Fire Chief and the Contra Costa County Director of Human Resources. The differential will be prorated for employees working less than full time and/or on an unpaid leave of absence during any given month. The differential is one hundred dollars (\$100.00) per month.

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

8. Higher Pay for Work in a Higher Classification:

The County Salary Regulations notwithstanding, when an employee is required to work in a higher paid classification, the employee will receive the higher compensation for such work, pursuant to the County Salary Regulations, plus any differentials and incentives the employee would have received in his/her regular position. Unless the Board has by Resolution otherwise specified, the higher pay entitlement will begin on the 41st consecutive hour in the assignment.

9. Other Terms and Conditions of Employment:

9.10 Overtime Exempt Exclusion: Employees in unrepresented classifications are overtime exempt and are not eligible for overtime pay, holiday pay, overtime compensatory time, or holiday compensatory time. Instead, these employees are awarded Annual Management Administrative Leave in recognition of the extra burden their job responsibilities may sometimes place on their work schedules. However, unrepresented employees may be made eligible for overtime pay if their names are placed on the Overtime Exempt Exclusion List by the County Administrator's Office. Employees on the Overtime Exempt Exclusion List are authorized to receive overtime pay only. These employees are NOT eligible for holiday pay, overtime compensatory time, or holiday compensatory time. Employees on the Overtime Exempt Exclusion List are also NOT eligible for Annual Management Administrative Leave for the quarter they are on the Overtime Exempt Exclusion List. The policies and procedures for the

Overtime Exempt Exclusion List are set forth in the County Administrator's memo of November 6, 2002.

- 9.11 Overtime: Employees on the Overtime Exempt Exclusion List will be compensated at one and one-half (1.5) times their base rate of pay (excluding differentials) for authorized work exceeding eight (8) hours in a day or forty (40) hours in a week.
- 9.12 Length of Service Credits: Length of service credit will date from the beginning of the last period of continuous County/District employment, including temporary, provisional and permanent status and absences on an approved leave of absence; except that when an employee separates from a permanent position in good standing and is subsequently re-employed in a permanent County/District position within two (2) years from date of separation, the period of separation will be bridged. Under these circumstances, the service credits will include all credits accumulated at time of separation but will not include the period of separation. The service credits of an employee are determined from employee status records maintained by the Human Resources Department.
- 9.13 Mirror Classifications: As determined by the Director of Human Resources, employees in unrepresented job classifications that mirror management, represented or unrepresented job classifications may receive the salary and fringe benefits that are received by employees in the comparable mirror classifications.
- 9.14 Deep Classes: No provision of this Resolution regarding terms and conditions of employment supersedes any provision in any Deep Class Resolution.
- 9.15 Administrative Provisions: The County Administrator may establish guidelines, bulletins or directives as necessary to further define or implement the provisions of this resolution.

10. Management Longevity Pay

- 10.10 Ten Years of Service: Employees who have completed ten (10) years of service for the District are eligible to receive a two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the ten (10) year service award.
- 10.11 Fifteen Years of Service: Employees who have completed fifteen (15) years of service for the District are eligible to receive an additional two and one-half percent (2.5%) longevity differential effective on the first day of

the month following the month in which the employee qualifies for the fifteen (15) year service award. For employees who completed fifteen (15) years of service on or before January 1, 2008, this longevity differential will be paid prospectively only from January 1, 2008.

11. Deferred Compensation

A. Deferred Compensation Incentive. The District will contribute eighty-five dollars (\$85) per month to each employee who participates in the County's Deferred Compensation Plan. To be eligible for this incentive, the employee must contribute to the deferred compensation plan as indicated below:

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

Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the eighty five dollar (\$85) District supplement. To reestablish eligibility, employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in deferred compensation contributions either because of an approved medical leave or an approved financial hardship withdrawal will not be required to reestablish eligibility. Further, employees who lose eligibility due to displacement by layoff, but maintain contributions at the required level and are later employed in an eligible position, will not be required to reestablish eligibility.

B. Eligibility for Loan Program. All employees are eligible to apply for loans from the Contra Costa County Deferred Compensation Plan loan program established by the Board of Supervisors on June 26, 2012, by Resolution No. 2012/298.

12. Annual Management Administrative Leave

- a. On January 1st of each year, full-time employees will be credited with ninety four (94) hours of paid Management Administrative Leave. This time is non-accruable and all balances will be zeroed out on December 31 of each year.
- b. Permanent part-time employees are eligible for Management Administrative Leave on a prorated basis, based upon their position hours. Permanent-intermittent employees are not eligible for Management Administrative Leave.
- c. Employees appointed (hired or promoted) to unrepresented management positions are eligible for Management Administrative Leave on the first day of the month following their appointment date and will receive Management Administrative Leave on a prorated basis for that first year.
- d. Employees on the Overtime Exempt Exclusion List are authorized to receive overtime pay; therefore, their Management Administrative Leave will be reduced by twenty-five percent (25%) each time the employee is on the List. The twenty-five percent (25%) reduction will be deducted from the employee's current leave balance, but if there is no balance, it will be deducted from future awarded Annual Management Administrative Leave.

13. Management Life Insurance

Employees are covered at District expense by term life insurance in the amount of fifty seven thousand dollars (\$57,000) in addition to the insurance provided under Section 2.18.

14. Vacation Buy Back

A. For Employees Hired Before October 1, 2011:

Until close of business on September 30, 2011, employees hired before October 1, 2011, may elect payment of up to one-third (1/3) of their annual vacation accrual, subject to the following conditions: (1) the choice can be made only once in each calendar year; (2) payment is based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (3) the maximum number of vacation hours that may be paid in any calendar year is one-third (1/3) of the annual accrual.

On and after October 1, 2011, employees hired before October 1, 2011, may elect payment of up to one-third (1/3) of their annual vacation accrual, subject to the following conditions: (1) the choice can be made only once every thirteen (13) months and there must be at least 12 full months between each election; (2) payment is based on an hourly rate determined by dividing the

employee's monthly salary by 173.33; and (3) the maximum number of vacation hours that may be paid in any one sale is one-third (1/3) of the annual accrual.

Where a lump-sum payment is made to employees as a retroactive general salary adjustment for a portion of a calendar year that is subsequent to the exercise by an employee of the vacation buy-back provision herein, that employee's vacation buy-back will be adjusted to reflect the percentage difference in base pay rates upon which the lump-sum payment was computed, provided that the period covered by the lump-sum payment includes the effective date of the vacation buy-back.

B. For Employees Hired On and After October 1, 2011:

Employees hired on and after October 1, 2011, may not elect payment of their vacation accruals, unless the employee was eligible for a Vacation Buy Back benefit before being promoted into any classification covered by this Resolution.

15. Professional Development Reimbursement

With the exceptions of the Fire Chief, Assistant Chief(s), and Deputy Fire Chief, employees are eligible for reimbursement of up to six hundred twenty-five dollars (\$625) for calendar year 2008 and for each two (2) year period thereafter, for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities, and purchase of job-related computer hardware and software (excludes automation connectivity, support, or subscription fees) from a standardized County-approved list or with Fire Chief approval, provided each employee complies with the provisions of the County's Computer Use and Security Policy adopted by the Board of Supervisors and manuals. In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

Individual professional development reimbursement requests must be approved by the Fire Chief. Reimbursement will occur through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

16. Sick Leave Incentive Plan

Employees may be eligible for a payoff of a part of unused sick leave accruals at separation. This program is an incentive for employees to safeguard sick leave accruals as protection against wage loss due to time lost for injury or illness. Payoff must be approved by the Director of Human Resources, and is

subject to the following conditions:

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

<u>Years of Payment Continuous Service</u>	<u>Payment of Unused Sick Leave Payable</u>
3 – 5 years	30%
5 – 7 years	40%
7 plus years	50%

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

17. Video Display Terminal (VDT) Users Eye Examination

Employees are eligible to receive an annual eye examination on District time and at District expense provided that the employee regularly uses a video display terminal at least an average of two (2) hours per day as certified by the Fire District.

Employees certified for examination under this program must make their request through the Benefits Service Unit of the County Human Resources Department. Should prescription VDT eyeglasses be prescribed for the employee following the examination, the District agrees to provide, at no cost, basic VDT eyewear consisting of a fifty dollar (\$50) frame and single, bifocal or trifocal lenses. Employees may, through individual arrangement between the employee and the employee's doctor and solely at the employee's expense, include blended lenses and other care, services or materials not covered by the Plan.

18. Long-Term Disability Insurance

The County will continue in force the Long-Term Disability Insurance program with a replacement limit of eighty-five (85%) of total monthly base earnings reduced by any deductible benefits.

19. Uniform Allowance

Effective October 1, 2015, the monthly uniform allowance for all employees in classes for which a uniform is required shall be fifty-four dollars and fifty cents (\$54.50) per month.

20. Fire Management Educational Allowance Program

Employees in the specified Fire District management classifications who possess the certificates or educational degrees set forth below and/or meet the continuing educational requirements set forth below, are eligible for professional development educational allowances under the conditions set forth below. This program is intended to encourage the professional development of eligible Fire District Management personnel.

Only the following classifications are eligible to participate in this educational allowance program:

Fire Chief- Contra Costa (RPA1)
Assistant Fire Chief-Exempt (RPB1)
Deputy Fire Chief- Exempt (RPB2)
Fire Marshal (RJGA)
Supervising Fire Inspector (RJHC)

Only the following job-related certificates and degrees are eligible for this program:

- a. A Certificate of Achievement in Fire Technology, Business Administration, Management and Supervision, or a related field from an accredited college.
- b. An Associated of Arts or Science Degree from an accredited college with a major in Fire Technology, Business Administration, Management and Supervision, or a related field.
- c. A Chief Officer Certificate issued by the Office of the State Fire Marshal.
- d. A Baccalaureate Degree from an accredited college or university with a major in Business, Public Administration, or a related field.

All allowances will be designated as either temporary or permanent and will be awarded in increments of two and one-half percent (2.5%) times the employee's base rate of pay. The combined temporary and permanent educational allowances awarded to any employee may not exceed seven and one-half percent (7.5%) times the employee's base rate of pay.

The following conditions must be satisfied in order to earn the designated allowance:

Temporary Allowance

A temporary allowance of two and one-half percent (2.5%) times the employee's base rate of pay may be awarded for annually completing at least forty (40) hours of pre-approved education or training or at least three (3) pre-approved college semester units (or equivalent quarter units), or a pre-approved combination thereof, in pursuit of any one of the certificates or degrees set forth in options (a) through (d) above or as pre-approved by the Fire Chief.

A temporary allowance is effective for a period of only twelve (12) months, commencing on the first day of the month after proof of completion of course work is received and approved by the Fire Chief or designee. Temporary allowances automatically terminate at the end of month twelve (12).

A temporary allowance of two and one-half percent (2.5%) times the employee's base rate of payment may be awarded to the Fire Chief for annually completing the above conditions, except that verification of eligibility must be approved by the County Administrator or designee.

Permanent Allowances

A permanent allowance of two and one-half percent (2.5%) times the employee's base rate of pay may be awarded for possession of one (1) of the certificates or degrees set forth in options (a) through (d) above. Only one (1) two and one-half percent (2.5%) permanent allowance is available within this category.

In the alternative, a permanent allowance of five percent (5%) may be awarded for possession of those certificates or degrees in the following combinations only: (1) options (b) and (c) or (2) options (a) and (d). An employee receiving the five percent (5%) permanent allowance may not also receive the two and one-half percent (2.5%) permanent allowance.

This program is subject to appropriate administrative guidelines and controls promulgated by the Fire Chief and approved by the Director of Human

Resources to ensure that the standards set forth herein are met. Verification of an employee's eligibility must be by the Fire Chief or designee.

A permanent allowance of two and one-half percent (2.5%) times the employee's base rate of pay or the alternative five percent (5%) times the employee's base rate of pay may be awarded to the Fire Chief subject to the same conditions described above for a permanent allowance, except that the Fire Chief's eligibility must be approved by the County Administrator or designee.

Payment of any of the allowances set forth herein begins on the first day of the month following the month in which: a) the Fire Chief verifies the employee's eligibility for that allowance, or b) the County Administrator or designee verifies the Fire Chief's eligibility for that allowance.

21. Fire Services Standby Duty with Emergency Recall Differential

All classifications covered by this Management Resolution, with the exception of the Fire Chief-Contra Costa (RPA1), are required to do standby duty with emergency recall for a minimum total of ten (10) days each month. A salary differential in the amount of five percent (5%) of monthly base salary shall be in effect for personnel assigned to standby duty with emergency recall.

22. Executive Professional Development Reimbursement

In lieu of the benefits provided in Section 15, the Fire Chief, Assistant Chief(s), and Deputy Fire Chief are eligible for reimbursement of up to nine hundred twenty-five dollars (\$925) for calendar year 2008 and for each two (2) year period thereafter, for memberships in professional organizations, subscriptions to professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities, and purchase of job-related computer hardware and software (excludes automation connectivity, support, or subscription fees) from a standardized County-approved list or with Fire Chief approval, provided each employee complies with the provisions of the County's Computer Use and Security Policy adopted by the Board of Supervisors and manuals. In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

Individual professional development reimbursement requests must be approved by the Fire Chief. Reimbursement will occur through the regular demand process with demands being accompanied by proof of payment (copy of invoice or cancelled check). Certifications regarding compliance with County's Computer Use and Security Policy may be required.

II. BENEFITS FOR FIRE CHIEF

As the Chief Officer of the Fire District and an Appointed Department Head, the Fire Chief receives the benefits provided under Part I, except as modified below:

23. Automobile

The District will provide the Fire Chief with an appropriate vehicle. The Fire Chief is not eligible for an Automobile Allowance.

24. Executive Life Insurance

In lieu of the insurance provided in Part I, Section 13, the Fire Chief is covered, at District expense, by term life insurance in the amount of sixty thousand dollars (\$60,000), additional to the insurance provided under Section 2.18.

25. Fire Management Educational Reimbursement

The Fire Chief is entitled to be reimbursed by the District for all Fire Management educational expenses (tuition, fees, books, and the like) incurred by the Fire Chief during his tenure as Fire Chief.

26. No Fire Services Standby Duty with Emergency Recall Differential

The Fire Chief is not eligible for the Fire Services Standby duty with Emergency Recall Differential set forth in Part I, Section 21 of this Resolution.

27. No Vacation Buy Back

The Fire Chief is not eligible for the Vacation Buy Back plan set forth in Part I, Section 14 of this Resolution.

[end]



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors

From: David Twa, County Administrator

Date: May 26, 2020

Subject: Memorandum of Understanding with United Professional Firefighters I.A.F.F. Local 1230

RECOMMENDATION(S):

Acting as the Governing Body of the Contra Costa County Fire Protection District, ADOPT Resolution No. 2020/7 approving the Memorandum of Understanding with United Professional Firefighters, International Association of Fire Fighters, Local 1230, for the period of July 1, 2020 through June 30, 2023.

FISCAL IMPACT:

The estimated cost of the negotiated contract is \$4.14 million for 2020/21; \$8.28 million for FY 2021/22; and \$12.42 million for FY 2022/23. The three year contract has an estimated cost of \$24.85 million.

BACKGROUND:

United Professional Firefighters, Local 1230 began bargaining with the District on April 13, 2020. A Tentative Agreement was reached between the District and Local 1230 on May 13, 2020, and the agreement was ratified on May 20, 2020. The resulting Memorandum of Understanding (MOU), which is attached, includes modifications to wages, and other benefit changes.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/26/2020** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
Candace Andersen,
Director
Diane Burgis, Director
Karen Mitchoff, Director
Federal D. Glover, Director

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: May 26, 2020

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Lisa Driscoll, County Finance
Director (925) 335-1023

By: June McHuen, Deputy

BACKGROUND: (CONT'D)

>

In summary, those changes include:

- Term
 - The term of the agreement is July 1, 2020 through June 30, 2023.
- Agenda Shop (Section 2)
 - Modified to address changes in the law to dues deductions and Agency Shop.
- Wages (Section 5)
 - 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).
 - Effective July 1, 2020, the base rate of pay for all classifications represented by IAFF, Local 1230 will be increased by five percent (5%).
 - Effective July 1, 2021, the base rate of pay for all classifications represented by IAFF, Local 1230 will be increased by five percent (5%).
 - Effective July 1, 2022, the base rate of pay for all classifications represented by IAFF, Local 1230 will be increased by five percent (5%).
 - Added 5% differential for participation on the REACH Helicopter.
 - Add “EMS Division” to 5.17(C) to make employees in the listed classifications assigned to the EMS Division eligible for the Training and Prevention Differential.
- Mandatory Recall (Section 7.1)
 - Expanded the use of Mandatory Recall for emergency situations and changed to Emergency Recall throughout.
- Sick Leave Utilization for Pregnancy Disability (Section 11.3)
 - Amend Section 11.3 to clarify eligibility and usage of sick leave when used in conjunction with Pregnancy Disability Leave.
- Legal Adoption of a Child (Section 11.6)
 - Update references to “Baby/Child Bonding” and include language regarding employee eligibility for child bonding leave under the FMLA and CFRA.
- Leave of Absence (Section 13)
 - Amend multiple areas of Section 13 to include references to FMLA and CFRA.
 - Clarify language in Section 13.2 regarding process and circumstances where leave without pay may be taken.
 - Amend the process for certification of FMLA/CFRA leaves in Section 11.3 and remove redundant language.
 - Amend definitions and criteria under Section 13.8.
 - Update Military leave language to align with Federal Uniformed Services Employment & Reemployment Rights Act (USERRA), limiting period to a maximum of five (5) years, plus ninety (90) days.
 - Replace reference to “LTD Benefit Coordination” with “SDI” in Section 13.11.
 - Amend timeframe for reinstatement from FMLA/CFRA leave to a comparable position to sixty days.
- Extended Coverage (Section 14.10)

- Specified that late payment shall result in cancellation of health plan coverage for employees on an approved leave of absence without pay.
- District Dental Plan Premium Subsidy On and After January 1, 2014 (Section 14.5)
 - Rename dental plans to remove outdated DeltaCare “PMI” language and other cleanup.
- Continuous Work Hours (Section 29)
 - Added language requiring a break period of at least twelve (12) hours prior to the start of a new continuous work period.
- Minimum Staffing (Section 30)
 - Updated staffing minimums and added minimum staffing of “Dozer Staffing” and Helicopter Staffing”, and clarified temporary modifications to minimum staffing to address temporary increases to minimum staffing due to grant funding (SAFER). Language negotiations did not involve a change to shift length.
- Revised Personnel Bulletins
 - PB#1: Added language in Section (D) to address use of social media, internet, and personal electronic devices.
 - PB#3: Removed language stating that the Battalion Chief will “fix and finalize” the daily roster.
 - PB#51: Section B: Cleaned up and removed language in subsection II(C) referring to “original paramedic list” and remove reference to examination preparatory classes in subsection IV(C); Section C: Amended section I(A) to require accreditation within 30 days of academy graduation. - Remove subsections I(C) and I(D). Amend documentation requirements in section I(E); Section D: Struct Section.
 - PB#81: Amended various aspects of the process for fire station assignments.
- Incorporated new Side Letters.
- Re-ordered, re-numbered, and cleaned-up MOU sections as needed.

CONSEQUENCE OF NEGATIVE ACTION:

The District will be out of contract with United Professional Firefighters, Local 1230 and may experience recruitment and retention difficulties.

CLERK'S ADDENDUM

Speaker: Vince Wells, President of Local 1230.

AGENDA ATTACHMENTS

Resolution 2020/7

MOU IAFF, Local 1230 7-1-20 thru 6-30-23

MINUTES ATTACHMENTS

Signed Resolution No. 2020/7

THE BOARD OF DIRECTORS OF THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

Adopted this Resolution on 05/26/2020 by the following vote:

AYE: ☒ 5 **John Gioia**
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2020/7

In The Matter Of: Memorandum of Understanding with United Professional Firefighters, Local 1230, for the period of July 1, 2020 through June 30, 2023.

The Board of Directors of the Contra Costa County Fire Protection District **RESOLVES THAT:**

The Board ADOPTS the Memorandum of Understanding (MOU) between the Contra Costa County Fire Protection District and United Professional Firefighters, Local 1230, providing for wages, benefits and other terms and conditions of employment for the period beginning July 1, 2020 through June 30, 2023, for those classifications represented by United Professional Firefighters, Local 1230. A copy of the MOU is attached.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

Contact: Lisa Driscoll, County Finance Director (925) 335-1023

ATTESTED: May 26, 2020

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

cc: Dianne Dinsmore, Human Resources Director, Robert Campbell, Auditor-Controller, Lewis Broschard, CCCFPD Fire Chief

THE BOARD OF DIRECTORS OF THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

Adopted this Resolution on 05/26/2020 by the following vote:

AYE: **John Gioia**
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

NO:

ABSENT:

ABSTAIN:

RECUSE:



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ATTESTED: May 26, 2020

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By:  Deputy

cc: Dianne Dinsmore, Human Resources Director, Robert Campbell, Auditor-Controller, Lewis Broschard, CCCFPD Fire Chief

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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ATTACHMENTS (A-D)

SUBJECT INDEX

**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

SECTION 5 - SALARIES

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

SECTION 5 - SALARIES

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

SECTION 5 - SALARIES

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.

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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.

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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

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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)

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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

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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



May 22, 1997

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

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.

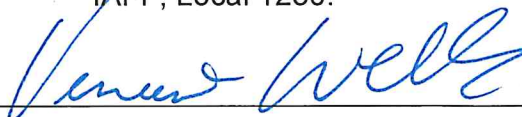
Date: September 18, 2018

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

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 2018 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 the performance period starts), 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 24, 2019

Contra Costa County Fire District:

Shanna Edwards

IAFF, Local 1230:

Vincent Cella

IAFF LOCAL 1230

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**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
 Date: May 26, 2020

Subject: 2020 Assistance to Firefighters Grant - COVID-19

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to apply for and accept grant funding from the U.S. Department of Homeland Security, Federal Emergency Management Agency, Assistance to Firefighters Grants Program in an amount not to exceed \$100,000 for the purchase of protective equipment to respond to COVID-19.

FISCAL IMPACT:

The total grant application would be \$100,000 with a 10% local agency cost sharing requirement. The federal share of the grant would be \$90,000 and the District's share would be \$10,000. The grant award may be lower than the amount requested and will be for a period of one year from the effective date of award.

BACKGROUND:

The Fiscal Year (FY) 2020 Assistance to Firefighters Grant Program – COVID-19 Supplemental (AFG-S) is a supplemental funding opportunity under the Assistance to Firefighters Grant Program (AFG). AFG is one of three grant programs that constitute the Department of Homeland Security (DHS) Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The objectives of

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/26/2020** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
 Candace Andersen,
 Director
 Diane Burgis, Director
 Karen Mitchoff, Director
 Federal D. Glover, Director

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: May 26, 2020

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Mike Quesada, Assistant
 Chief 925-941-3300

By: June McHuen, Deputy

cc:

BACKGROUND: (CONT'D)

the AFG-S program are to provide critically needed resources that equip personnel to respond to the COVID-19 public health emergency and support community resilience.

The Contra Costa County Fire Protection District plans to purchase masks, eye protection, gowns, gloves, and hand sanitizer to help protect firefighters responding to incidents with possible COVID-19 exposure.



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
 Date: May 26, 2020

Subject: Comment Letter to the California Emergency Medical Services Authority

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chair of the Board of Directors to execute and submit a comment letter to the California Emergency Medical Services Authority on proposed amendments to California EMS regulations.

FISCAL IMPACT:

There is no fiscal impact associated with drafting and submitting the correspondence to the EMS Authority.

BACKGROUND:

State law (the EMS Act) authorizes the California Emergency Medical Services Authority to adopt regulations that apply to local EMS agencies throughout the state. On March 6, 2020, the EMS Authority published proposed changes to these regulations, Chapter 13 of Division 9 of Title 22 of the California Code of Regulations. Chapter 13 is commonly referred to as the "Emergency Medical Services System Regulations."

Many of the proposed regulations are problematic for the Fire Protection District as a 911 emergency ambulance operator. In particular, the EMS Authority proposes a regulation to prohibit sub-contracting of emergency ambulance

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/26/2020** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
 Candace Andersen,
 Director
 Diane Burgis, Director
 Karen Mitchoff, Director
 Federal D. Glover,
 Director

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: May 26, 2020

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

Contact: Paul Reyes,
 335-1096

cc:

BACKGROUND: (CONT'D)

services. The Alliance model, the contractual relationship between the Contra Costa County Fire Protection District and American Medical Response West (AMR) for the delivery of 911 emergency ambulance service within Contra Costa County, would be directly and adversely affected by such a regulation if it were adopted by the EMS Authority.

The public comment period on the proposed regulations closes on June 8, 2020, and all correspondence related to this matter must be received by the EMS Authority no later than this date.

CONSEQUENCE OF NEGATIVE ACTION:

The Fire Protection District will not participate in the public rulemaking process.



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
 Date: May 26, 2020

Subject: License Agreement with the U.S. Department of the Navy for Use of the Naval Weapons Station in Concord

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a license agreement with the United States of America, Department of the Navy, to use an approximately 80-acre portion of the former Concord Naval Weapon Station ("Premises") for public safety training purposes during the period March 22, 2020 through April 15, 2021.

FISCAL IMPACT:

No fiscal impact associated with approving this item.

BACKGROUND:

The United States of America, Department of the Navy (Navy), owns the Marine Ocean Terminal Concord (MOTCO) administrative area on the former Concord Naval Weapons Station. The Contra Costa County Fire Protection District (District) and other agencies have used an approximately 80-acre area ("Premises") of the MOTCO administration area for public safety training purposes. District personnel have trained at this site for several years. In 2017 the District was awarded a Federal Emergency Management Agency (FEMA) Grant to acquire and install a live burn prop at the MOTCO site. This training prop provides valuable training to recruit academies as well as ongoing live fire training that is otherwise not available. The license agreement requires the District to indemnify and hold the Navy harmless for the District's activities under the license. Risk Management has reviewed the indemnity and insurance requirements and has confirmed that the requirements are acceptable. For these reasons, District staff recommend that the Board approve the execution of the license agreement with the United States.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/26/2020** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
 Candace Andersen,
 Director
 Diane Burgis, Director
 Karen Mitchoff, Director
 Federal D. Glover, Director

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: May 26, 2020

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Aaron McAlister, Deputy
 Chief (925) 383-5003

By: June McHuen, Deputy

cc:

BACKGROUND: (CONT'D)

CONSEQUENCE OF NEGATIVE ACTION:

The District will not be able to enter into an agreement with the Navy for use of the former Concord Naval Weapon Station's MOTCO facilities for public safety training.

ATTACHMENTS

License Agreement

LICENSE FOR NONFEDERAL USE OF DEPARTMENT OF THE NAVY REAL PROPERTY THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND IN THE ATTACHED GENERAL PROVISIONS. BY ITS EXECUTION, THE LICENSEE AGREES TO COMPLY WITH ALL THOSE TERMS, CONDITIONS, AND GENERAL PROVISIONS.			ALL CORRESPONDENCE MUST REFERENCE: 1a. WORK ORDER NO: N/A 1b. FILE NO: N/A 1c. LICENSE (CONTRACT) NO: N4769220RP20P13		
2. PROPERTY LOCATION (<i>Installation Name and Address</i>) Former Concord Naval Weapons Station			3. DATES COVERED FROM: 22 March 2020 THROUGH: 15 Apr 2021 Provided Licensee has delivered the required insurance certificates to the Licensor.		
4. DESCRIPTION OF PREMISES (<i>Room and building numbers where appropriate</i>) The Licensed Premises, as shown on Exhibit "A," attached hereto and made a part hereof.					
5. PURPOSE AND USE AUTHORIZED (<i>Specific use, times and recurring/part-time basis, and land use controls</i>) To authorize the Licensee and its Sub-licensees use of the streets, buildings and structures within the Administration Area to conduct public safety training.					
6. LICENSOR UNITED STATES OF AMERICA BY THE SECRETARY OF THE NAVY		6a. NAVY LOCAL REPRESENTATIVE (<i>Name, Title, Address, Telephone, Email</i>) BRAC Program Management Office West 33000 Nixie Way, Bldg 50 Attn: Erica Spinelli San Diego, CA 92147 Email: erica.spinelli@navy.mil / (619) 524-5926			
7. LICENSEE (<i>Name, Address, Telephone Email</i>) Contra Costa County Fire Protection District 40 Muir Drive, 2 nd Floor Martinez, CA 94553			7a. LOCAL REPRESENTATIVE OF LICENSEE (<i>Name, Title, Address, Telephone, Email</i>) Jessica L. Dillingham jessica.dillingham@pw.cccounty.us / (925) 957-2453		
8. CASH PAYMENT BY LICENSEE - DUE IN ADVANCE					
a. AMOUNT (<i>Each payment</i>) NONE	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. SEND PAYMENT TO: (<i>Name and Mailing Address</i>)		
9. EXHIBITS: The following are attached and incorporated into this License - A. MAP OF LICENSED PREMISES C. SPECIAL PROVISIONS B. GENERAL PROVISIONS D. BURN SIMULATOR LOCATION & INFORMATION E. BUILDING IA-12 - PROHIBITED ACCESS AREA					
10. EXECUTION OF LICENSE					
FOR THE SECRETARY OF THE NAVY	NAME: AMY JO HILL Real Estate Contracting Officer	SIGNATURE:	DATE:		
	NAME, ADDRESS AND EMAIL OF NAVFAC REAL ESTATE POINT OF CONTACT: Amy Jo Hill, BRAC, 33000 Nixie Way, Bldg 50, San Diego, CA 92147, amy.hill@navy.mil				
LICENSEE I represent that I am authorized to bind Licensee	NAME:	SIGNATURE:	DATE:		

Exhibit A
N4769220RP20P13



 - Licensed Premises

FILE NO: N/A

LICENSE (CONTRACT) NO: N4769220RP20P13

EXHIBIT "B"

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. USE OF AND ACCESS BY LICENSEE. The Licensors grants to the Licensee the right to use the premises or facilities described in block 4 and **Exhibit "A"** ("Premises"), together with the necessary rights of ingress and egress authorized by the Installation Commanding Officer. ~~The Licensee and its invitees and contractors agree to absorb all costs, including time and expense, associated with gaining access to the Installation under the RAPIDGATE or similar program. Any parking that accompanies the use of, and any routes of access to and from, the Premises are subject to change at the sole discretion of the Installation Commanding Officer.~~

2. TERM. This License shall be effective for the period stated in block 3 and is revocable at any time without notice at the option and discretion of the Licensors or its authorized representative.

3. USE OF PREMISES. The use of the Premises shall be limited to the purposes specified in block 5, and no other.

4. ASSIGNMENT/TRANSFER OF RIGHTS. This License is neither assignable nor transferable by the Licensee. This license does not grant exclusive use or control of the licensed premises and grants no interest in the real property of the Licensors.

5. UTILITIES AND SERVICES. If utilities and services are furnished to the Premises, the Licensee agrees to reimburse the Licensors for the cost as determined by the Licensors in accordance with applicable statutes and regulations.

Reimbursement for Utilities and Services			
Amount (Each Payment)	Frequency Payments Due	First Due Date	To (Mailing Address)
N/A	N/A	N/A	N/A
Utilities / Services Furnished Are:		<input type="checkbox"/> None	<input type="checkbox"/> HVAC/ Steam Heat
<input type="checkbox"/> Electricity	<input type="checkbox"/> Gas/Oil	<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Garbage/Refuse/Recycling
<input type="checkbox"/> Telephone	<input type="checkbox"/> Internet	<input type="checkbox"/> Other:	

6. PROTECTION AND MAINTENANCE OF PREMISES. The Licensee, at its own cost and expense, shall protect, maintain, and keep the Premises under its control in good order. Licensee is responsible for repairing any damage to the Premises caused by Licensee, or its agents, employees, contractors, guests or invitees.

7. IMPROVEMENTS AND RESTORATION. No additions to, or alterations of, the Premises shall be made without the prior consent of the Licensors. Upon revocation or surrender of this License, to the extent directed by the Licensors, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the Premises to the same or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

8. INDEMNIFICATION.

a. The Licensee releases the Licensors and its employees from liability for death or injury to persons at the Premises.

b. The Licensee, to the extent allowed by law, agrees to release and hold the Licensors and its employees harmless from, and to indemnify and defend them against, loss or damage to property caused by or arising from its use of the Premises, regardless of any contributory fault of the Licensors.

c. The Licensee shall indemnify and save harmless the Licensors, its officers, agents, servants and employees from, and defend it and them against, all liability under the Federal Tort Claims Act (28 U.S.C. §§ 2671 and 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from its use of the Premises.

(BRAC) Version: 7 Oct 2015

EXHIBIT "B"

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

d. The Licensee agrees that the Licensors, its officers, agents and employees shall be released from all liability on all suits, claims, actions or demands in any way related to or arising under the Licensee's use of the property. This release includes, but is not limited to, all environmental suits, claims, and enforcement actions, whether arising during the Licensee's construction on or use of the property, or after such use has ended.

9. INSURANCE. The Licensee shall procure and keep continuously in effect during the term of this License the insurance required as follows on terms and conditions satisfactory to the Licensors, with an insurer whose rating is acceptable to the Licensors.

Insurance Required from Licensee (If any or all insurance requirements have been waived, enter "None" as appropriate)			
Type	Amount (Per Occurrence)	Type	Amount (Per State Law)
Commercial General Liability (Occurrence Policy Only)	\$2,000,000	Worker's Compensation	
Bodily Injury (Single Limit)	\$3,000,000		
Property Damage	\$2,000,000		
Fire/Legal Liability	\$2,000,000		
Deductible	N/A		

- Licensors shall be named as additional insured.
- The insurer must be authorized to write insurance in the state where the Premises is located.
- Proceeds of policies shall be made payable to "Treasurer of the United States".
- Each policy of insurance covering bodily injuries and third party property damage shall contain an endorsement waiving the insurer's right of subrogation against the United States of America.
- No cancellation, reduction in amount, or material change in coverage shall be effective until at least sixty (60) days after receipt by the Licensors of written notice.
- Notwithstanding the foregoing, any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon thirty (30) days' written notice to the Licensors.
- The Licensee shall provide proof of insurance to the Licensors throughout the term of this License.

The Licensee will not be allowed entry on the Premises until it first delivers a certificate or certificates of required insurance to the Licensors.

10. DAMAGE TO THE PREMISES.

a. In the event of damage, including damage by contamination, to any Government property by the Licensee, its officers, agents, servants, employees, or invitees, the Licensee, at the election of the Licensors, shall promptly repair, replace, or make monetary compensation for the repair or replacement of that property to the satisfaction of the Licensors. That obligation includes any damage discovered from the physical condition and environmental condition inspections notwithstanding the expiration or earlier termination or revocation of this License.

b. In the event that any item or part of the Premises shall require repair, rebuilding or replacement (collectively, "repair") resulting from loss or damage, the risk of which is assumed under this License, the Licensee shall promptly give notice to the Licensors and, to the extent of its liability as provided in this paragraph, shall either compensate the Licensors for any loss or damage within thirty (30) days of receipt of a statement, or repair the lost or damaged item or items of the Premises, as the Licensors may elect. If the cost of repair exceeds the liability of the Licensee for any loss or damage, the Licensee shall effect the repair if required to do so by the Licensors, and the excess of cost shall be reimbursed to the Licensee by the Licensors within thirty (30) days of receipt of a statement provided that appropriations are available for that purpose. In the event the Licensee shall have effected any repair that the Licensee is required to effect, the Licensors shall direct payment to the Licensee of so much of the proceeds of any

EXHIBIT "B"

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

insurance carried by the Licensee and made available to the Licensor on account of loss of or damage to any item or part of the Premises that may be necessary to enable the Licensee to effect the repair. In the event the Licensee shall not have been required to effect the repair, and the insurance proceeds allocable to the loss or damage that has created the need for the repair have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of the proceeds.

11. OFFICIALS NOT TO BENEFIT. No member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise from it; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

12. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that it has not employed any person to solicit or obtain this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Licensor the right to annul this License or in its discretion to recover from the Licensee the amount of that commission, percentage, brokerage or contingent fee in addition to the consideration for this license. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales obtained or made through *bona fide* established commercial or selling agencies maintained by the Licensee for the purpose of acquiring business.

13. NON-DISCRIMINATION. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Non-discrimination shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts for work under this License, except subcontracts for standard commercial supplies or raw materials.

14. APPLICABLE RULES AND REGULATIONS.

a. All activities authorized under this License shall be subject to rules and regulations regarding supervision or otherwise, that may, from time to time, be prescribed by the local representative of the Licensor.

b. Upon request, the Licensee shall submit to the Licensor evidence of compliance with local, state, and Federal environmental laws and regulations.

15. FEDERAL FUNDS. This License does not obligate the Licensor to expend any appropriated funds. Nothing in this License is intended or should be interpreted to require any obligation or expenditure of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

16. STORAGE OF TOXIC OR HAZARDOUS CHEMICALS. Storage, treatment, or disposal of toxic or hazardous materials on the Premises is prohibited except as authorized by the Licensor in accordance with 10 U.S.C. § 2692. Any hazardous materials that the Licensor authorizes the storage, treatment, or disposal of in connection with the use of the Premises shall be identified on a Hazardous Materials List and made a part of this License. Any such approved storage, treatment, or disposal of toxic or hazardous material by Licensee on the Premises shall be strictly limited to that material required or generated in connection with the authorized and compatible use of the Premises and shall be conducted in a manner consistent with the best interest of national defense as determined by the Secretary of the Navy and applicable law and regulations. As and to the extent caused by or attributable to the Licensee, Licensee shall have continued financial and environmental responsibility or liability for any and all direct or indirect consequences of the storage, treatment, or disposal of toxic or hazardous material within the Premises. Licensee will manage, control and dispose of its hazardous waste and hazardous materials in accordance with Federal, state, and local laws. In addition, Licensee shall implement the environmental requirements of applicable facility plans including but not limited to Spill Plans, Emergency Response Plans, and Hazardous Waste Management Plans. In the event the

EXHIBIT "B"

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

Licensor approves the storage, treatment, or disposal of toxic or hazardous materials, the Licensee shall obtain insurance or post a bond in an amount sufficient to cover possible cleanup costs.

17. ~~ENVIRONMENTAL CONDITION OF PREMISES. Exhibit "C", Environmental Condition of Property, sets forth the existing environmental condition of the Premises as represented by a baseline survey conducted by the Licensor.~~

Licensee is hereby made aware of the notifications contained in **Exhibit "C"** and shall comply with all restrictions set forth therein.

18. ~~JOINT INSPECTION AND INVENTORY REPORT (NON ENVIRONMENTAL). A Joint Inspection and Inventory Report (JIIR) has been conducted by representatives of the Licensor and the Licensee documenting the condition of the Premises. The report is attached to this License and made a part hereof as Exhibit "D". The Premises shall be delivered to the Licensee on an "As Is, Where Is" basis, and, as such, Licensor makes no warranty relative to the Premises as to its usability generally or as to its fitness for any particular purpose. Any safety and/or health hazards identified and listed as such in the JIIR shall be corrected at the Licensee's expense prior to use and occupancy of the relevant portion of the Premises. Such safety and/or health hazards shall be limited to those identified in the JIIR. In the event this License is terminated and the parties have not agreed to enter into a new License, or another agreement, Licensee shall return the Premises to the Licensor in the same condition in which it was received, reasonable wear and tear and Acts of God excepted. Licensee may, at its expense and with prior written approval of the Licensor: (a) replace any personal property with personal property of like kind and utility, (b) replace any personal property in a good and workmanlike manner, and (c) dispose of any worn out, obsolete or non-functioning personal property, in accordance with applicable laws and regulations. Licensor shall not unreasonably withhold or delay granting its approval to Licensee's request for such actions.~~

19. ADMINISTRATIVE COSTS. At the termination or expiration of this License, at the Licensor's discretion, Licensee shall be responsible for administrative costs associated with completing a final inspection of the premises ~~and updating the Environmental Condition of Property.~~

20. NOTICES. Correspondence concerning this License shall be provided to both the Local Representative identified in Block 6a. and the Real Estate Contracting Officer identified in Block 10.

21. STATEMENT OF COMPLIANCE. Pursuant 10 U.S.C. § 2662:

a. This license is not subject to the requirements of this section; or,

b. ~~This license is subject to the requirements of this section and said requirements have been met.~~

22. ADDITIONS, MODIFICATIONS AND DELETIONS. Prior to the execution of this License, the following provisions were added, modified or deleted:

Provisions 1, 17, 18, 19 and 21b have been deleted and or modified.

Exhibit "C"
Special Provisions

- a. Licensee understands they have non-exclusive use of the Licensed Premises and must coordinate usage with all other licensed entities.
Licensee shall maintain and communicate a monthly training schedule to the Contra Costa County Sheriff POC below. This schedule shall indicate the type of training involved and estimate number of personnel that will attend the training event. The Contra Costa County Sheriff, as the primary lead for training coordination, is the first entity to seek to de-conflict training events. Licensee understands that the Licensors see the monthly schedule provided by the Sheriff's Office as the agreed upon schedule between the Fire District, Sheriff Office and the City of Concord.

Navy Notification POCs:

Erica Spinelli– (619) 524-5926, erica.spinelli@navy.mil
CSO - Glen Nelson– (415) 743-4703, (510) 224-0566, glen.nelson.ctr@navy.mil

MOTCO Notification POC:

Glen Nelson– (415) 743-4703, (510) 224-0566, glen.nelson.ctr@navy.mil

City of Concord Notification POC:

Pamela Laperchia– (925) 671-3001, pamela.laperchia@cityofconcord.org

Contra Costa County Sheriff POC:

Megan Benveniste - (925) 646-4461, Mbenv001@so.cccounty.us

- b. No overnight occupancy is permitted.
- c. Licensee shall ensure that the Licensed Premises will be clean of debris and trash at the end of the use of the Licensed Premises, to the satisfaction of the Government, and will keep the Licensed Premises clean and orderly on a daily basis.
Non-compliance with this provision may be the basis for License termination or revocation of future request.
- d. No fueling will be authorized within the Licensed Premises.
- e. Sublicensing is authorized. See Special Provision "z" for Sublicensing requirements.
- f. Licensee will not block the Licensors, its contractors or other Licensees from the Licensed Premises.
- g. Unless specifically authorized in Section 5 of Page 1 of the License, all vehicles traversing the property will remain on paved roads on the Licensed Premises.
- h. Government shall have no responsibility for the protection and safeguarding of any personal vehicles or any other personal property brought onto Concord Naval Weapons Station, in connection with this License.

- i. Signage, other than directional signs, is prohibited. Directional signs must be freestanding or located on existing poles and must be removed after the conclusion of the License term.
- j. Licensee may not conduct operations that would interfere or otherwise restrict environmental cleanup or restoration actions by the Government, the US EPA, State environmental regulators, or their contractors. In the event of any conflict, environmental cleanup, restoration, or testing activities by these parties shall take priority over Licensee's use of the Licensed Premises.
- k. Government's rights under this License specifically include the right for Government officials to inspect, upon reasonable notice, the Licensed Premises for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Government is responsible for enforcing them. Such inspections shall not interfere with Licensee's activities unless immediate entry is required for safety or security reasons or in the event of an emergency. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Licensee shall have no claim on account of any entries against the United States or any officer, agent, employee, contractor or subcontractor thereof.
- l. Licensee shall not use groundwater and shall not disturb or cause to be disturbed Government groundwater monitoring wells and equipment. Licensee shall not conduct any subsurface excavation, digging, drilling, or other disturbance of the surface at the Licensed Premises.
- m. Access to Installation Restoration Program sites, Military Munitions Response Program sites, wetlands, archeological sites, areas with archeological potential, areas that support Federally listed endangered/threatened species, areas utilized by other Federal or DoD entities, and areas utilized by other licensees, lessees, or other agreements are prohibited.
- n. In the event that archaeological materials (e.g., shell, wood, bone, or stone artifacts) or human remains are found or suspected during operations, the Licensee shall stop training in the area of the discovery, secure the site, and notify the Government as soon as practicable, but no longer than 24 hours after the discovery. The Licensee shall not proceed with training until the Government has the opportunity to evaluate the find, and the Government gives the Licensee direction to resume training.
- o. Licensee will at all times during the use of this License promptly observe and comply, at its sole cost and expense, with the provisions of all applicable Federal, State, and local laws, regulations, and standards concerning environmental quality and pollution control and abatement. Licensee covenants that it will not generate, use, or store hazardous substances or hazardous waste on the Licensed Premises. Licensee shall promptly notify the Government and supply copies of any notices, reports, correspondence, and submissions made by Licensee to any Federal, State, or local authority, or received by Licensee from said authority, concerning environmental

matters or hazardous substances or hazardous waste on, about, or pertaining to the Licensed Premises.

- p. No notice, order, direction, determination, requirement, consent or approval under this License shall be of any affect unless it is in writing and signed by the Parties to this License.
- q. Still photography or filming is prohibited unless otherwise requested in writing by the Licensee and permission is authorized in writing by the Government, and only with strict observation of any additional precaution or procedure the Government may specify.
- r. Licensee is responsible for ensuring that the buildings are properly secure upon leaving the Licensed Premises each day during the term of the License. Licensee shall be required to pay for the repair or replacement of any structural damage (e.g., windows, walls, doors, floors) to the Licensed Premises caused from the training or vandalism.
- s. No hazardous materials or explosives are authorized within the Licensed Premises. No chemicals, pyrotechnics, flame, heat, smoke, paint, etc., will be utilized by the Licensee. No smoking is permitted within the Licensed Premises. All training will be simulated and no chemical hardware devices will be utilized.
LIVE MUNITION TRAINING IS STRICTLY PROHIBITED.
- t. Notification is hereby given that the buildings authorized for use for training purposes at the former Concord Naval Weapons Station may contain asbestos. Your agency's Industrial Hygiene Specialist may coordinate access to verify the presence of friable asbestos. All posted signs stating limited or prohibited access due to asbestos must be followed. Information regarding asbestos is hereby attached as Attachment "A" to these Special Provisions (Fact Sheet July 2003; "What is Asbestos?" – 3 pages) and made part of this License agreement with the Department of the Navy. If you have any questions, please call the CSO (as cited in paragraph a. of these Special Provisions).
- u. The Licensed Premises are delivered to the Licensee "AS IS, WHERE IS", and, as such, the Government makes no warranty as to such facilities and property either as to their usability generally or as to their fitness for any particular purpose. At the termination of this License, Licensee shall turn over to the Government the Licensed Premises in the same, or as good a condition in which they were received, reasonable wear and tear excepted.
- v. Notice is hereby given that the Government is no longer maintaining the property at the level of an operational Navy base and safety hazards may be present. The Navy has not inspected the building and Licensee assumes any and all risk from its use.

- x. **LICENSEE ACKNOWLEDGES THAT LICENSEE AND ITS INVITEES ARE ENTERING THE LICENSED PREMISES AT THEIR OWN RISK AND LICENSEE EXPRESSLY INDEMNIFIES AND HOLDS THE LICENSOR HARMLESS FOR ANY DAMAGE OR HARM TO LICENSEE AND ITS INVITEES RESULTING FROM USE OF THE LICENSED PREMISES. LICENSEE ACKNOWLEDGES THAT IT HAS PROVIDED EACH INVITEE WITH A COMPLETE COPY OF THIS LICENSE AND HAS PERSONALLY ADVISED EACH INVITEE OF THE RISKS ASSOCIATED WITH USE OF THE LICENSED PREMISES, INCLUDING BUT NOT LIMITED TO THOSE RISKS RELATED TO CONTACT WITH UNEXPLODED ORDNANCE. SHOULD THE LICENSEE ENCOUNTER ANY METALLIC OBJECTS, IT SHALL IMMEDIATELY CEASE ALL ACTIVITY AND CONTACT THE CSO POINT OF CONTACT.**
- y. Law enforcement agencies that use canine units during their training must pick up dog waste and dispose in a proper manner upon leaving the Licensed Premises.
- z. Licensee may sublicense to entities without Government approval on the basis that all License terms and conditions will be provided to Sublicensee. Licensee shall be responsible for retaining documentation (sublicense, permits, etc.) related to Sublicensee use. Sublicensees shall be provided a copy of the entire License, including Asbestos fact sheet (Attachment "A").
- aa. Licensee acknowledges that planned training events may be cancelled at the request of the Licensor for reasons including but not limited to public events, access requests in support of the Navy environmental program, Navy response actions, etc.
- bb. Licensee accepts responsibility for the disposal and cleanup of any hazardous materials generated by the burn simulator and/or training. Licensee will ensure parcel is cleaned of all hazardous materials at time of transfer. If Licensee has any questions regarding what is authorized to be used onsite, please contact CSO and Navy Representative prior to activity.
- cc. **Fire Training Equipment (Hazardous Substance Exclusion)** Licensee shall be authorized to use its personal equipment (fire box training simulator) on the Licensed Premises on the basis that Licensee shall have obtained any and all necessary approvals to comply with local, state, and federal air emission regulations. Licensee shall retain a copy of all BAAQMD approvals granted in connection with its use of the premises. Licensee shall provide copies to the Licensor upon request. Licensee is prohibited from using per-and polyfluoroalkyl substances (PFAS) containing materials such as aqueous film-forming foam (AFFF).
- dd. In order to alleviate public concerns of an actual fire, Licensee shall operate equipment away from City of Concord Golf Course and as far away from Highway 4 as possible.
- ee. In order to assist the City of Concord in handling concerned resident phone calls, **LICENSEE SHALL PROVIDE NO LESS THAN 48 HOUR NOTICE TO THE CITY OF CONCORD POC WHEN LICENSEE INTENDS TO USE FIRE TRAINING EQUIPMENT.**

- ff. Licensee is authorized to operate a burn simulator within the Licensed Premises as shown in Exhibit "D". The burn simulator is a series of sea containers attached together on the proposed asphalt parking lot area by the locomotive shop, as shown in Exhibit "D". The Licensee shall comply with all local, state and federal laws and regulations for the operation of the new and existing burn simulators.
- gg. Licensee acknowledges that one building (IA-7) within the Licensed Premises has been Licensed to the City of Concord for use by its sublicensee for storage of vehicles and is hereby excluded from this License and is not a component of the Licensed Premises. Licensee shall not conduct training activities directly adjacent to IA-7 and shall not block or hinder the City of Concord (and its assigns) from entering IA-7.
- hh. Licensee is prohibited from accessing government owned remediation equipment stored in an enclosure adjacent to building IA-12 as shown in Exhibit "E."
- ii. Licensee prohibited from vehicle use within the area, depicted in Exhibit "E" due to remediation equipment (SVE) in the ground.
- jj. The failure of Licenser to enforce any provision of this License shall not be construed as waiver of that or any other provision herein.
- kk. Licensee shall have the right to self-insure. In the event that Licensee does self-insure, Licensee shall provide written evidence of such self-insurance to Licenser, and shall include the Licenser as additional insured under such self-insurance coverage as described in General Provision 9. If Licensee does not self-insure, then, during the entire term of this Agreement, Licensee shall provide and maintain, in full force and effect at all times, insurance policies meeting the requirements described in General Provision 9, unless otherwise expressed in writing by the Licenser.
- ll. In the event of conflict with the General Provisions of the License, the Special shall prevail and override the General Provisions.

LICENSEE ACKNOWLEDGMENT:

Licensee

Date

Exhibit "D"
Burn Simulator
N4769220RP20P13

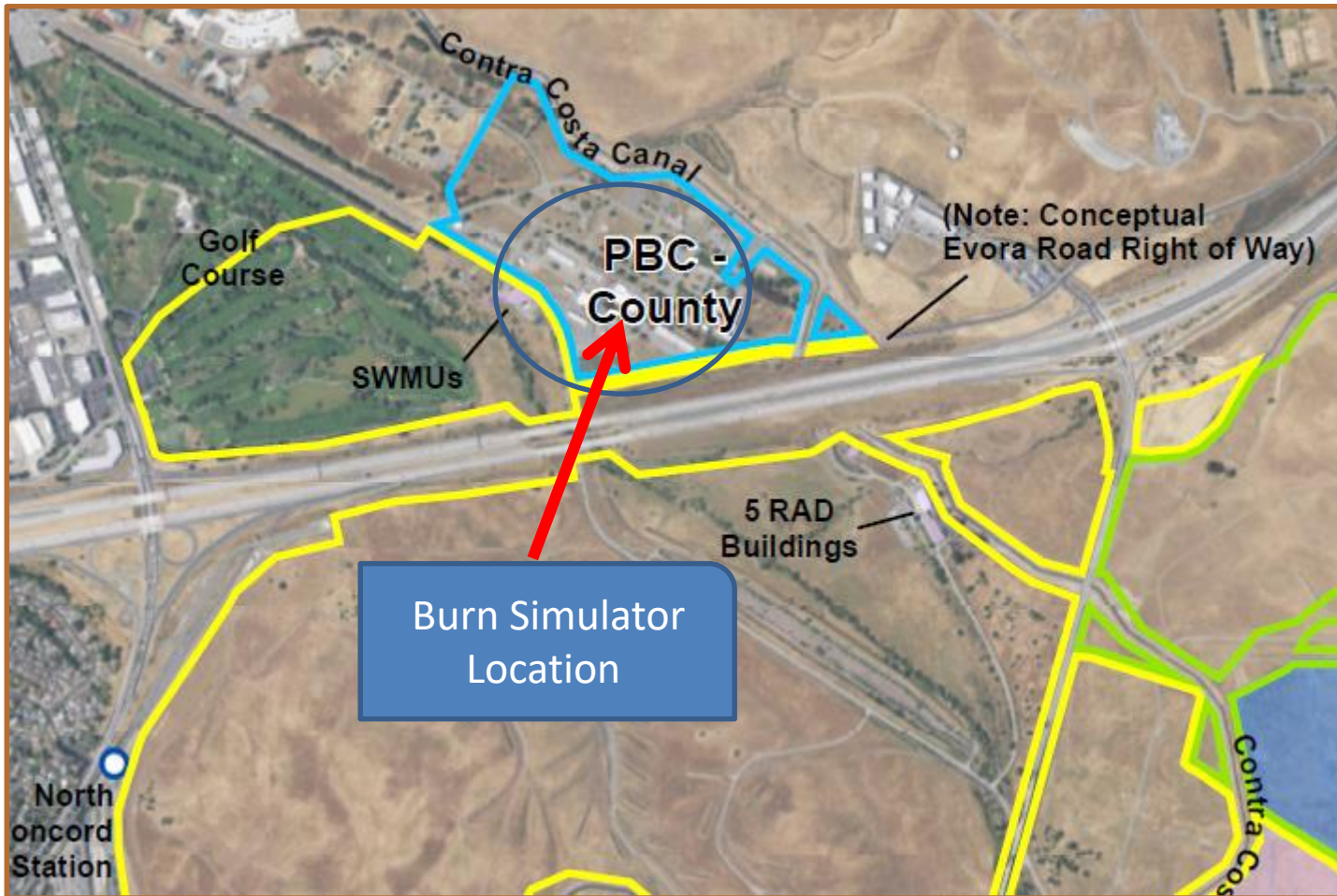
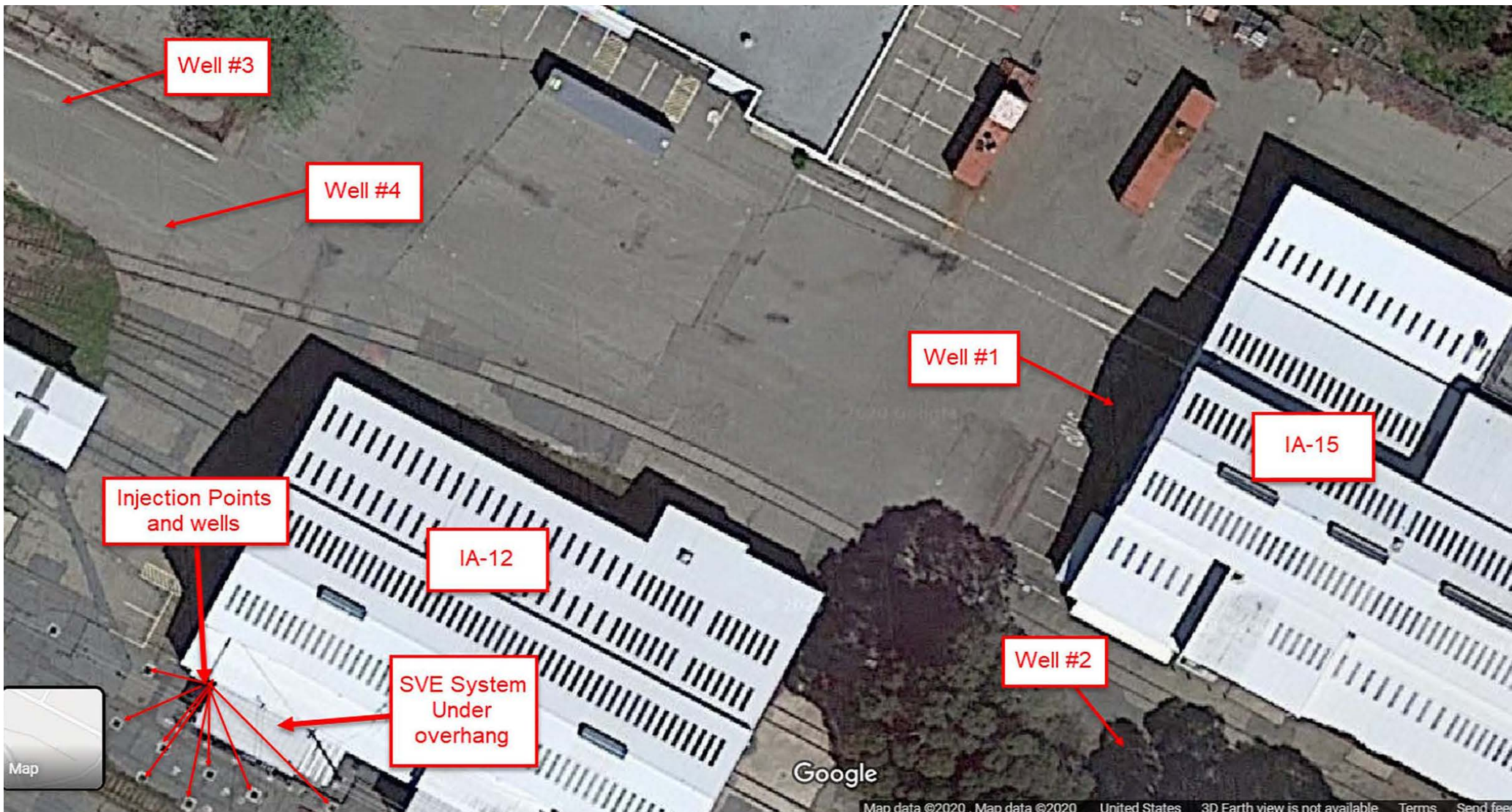


Exhibit "D"
Burn Simulator
N4769220RP20P13



Exhibit "E"
Building IA-12 - Prohibited Access Area
N4769220RP20P13





**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
 Date: May 26, 2020

Subject: Purchase Order with TriTech Software Systems for Computer Aided Dispatch (CAD) System

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Fire Chief, to execute a purchase order with TriTech Software Systems, in an amount not to exceed \$240,000, for the continued annual maintenance of the Contra Costa County Fire Protection District's 911 Computer Aided Dispatch system for the period May 1, 2020, through April 30, 2021.

FISCAL IMPACT:

Budgeted; 100% CCCFPD EMS Transport Fund

BACKGROUND:

The Contra Costa Regional Fire Communications Center provides emergency medical, fire, and rescue dispatch services for the Contra Costa County Fire Protection District (District) and six other neighboring agencies within Contra Costa County using a 911 CAD system. The District's 911 CAD system provider is TriTech Software Systems. The District entered into a Software Support Agreement with TriTech Software Systems on February 3, 2004. This purchase order allows the District to make a payment to Tritech, in accordance with the Software Support Agreement, for the cost of software support, maintenance, and upgrades for the 911 CAD system for the period May 1, 2020, through April 30, 2021.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/26/2020** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
 Candace Andersen,
 Director
 Diane Burgis, Director
 Karen Mitchoff, Director
 Federal D. Glover, Director

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: May 26, 2020

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Ken Crawley, IS Manager
 925-941-3300 x1310

By: June McHuen, Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The District will not continue to receive support, maintenance, and upgrades for this mission critical system.