SIDE LETTER OF UNDERSTANDING

Between

BELMONT SAN CARLOS FIRE DEPARTMENT

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO CLERICAL UNIT, AFL-CIO, LOCAL 829

The Belmont San Carlos Fire Department ("the Department") and the American Federation of State, County and Municipal Employees, AFL-CIO, Clerical Unit, Local 829 ("the Union") hereby adopt this side letter of understanding:

1. The Department and Union agree to extend the Memorandum of Understanding (MOU) between the Department and Union, (due to expire on June 30, 2011), from July 1, 2011 to the fire service termination date defined as the last day on which fire services are provided by employees of the Department pursuant to the Second Amended and Restated Joint Exercise of Powers Agreement for the Belmont-San Carlos Fire Department.

2. All other terms and conditions of the MOU are to remain unchanged.

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

APPROVED AND ACCEPTED:

American Federation of State, County and Municipal Employees AFL-CIO, Clerical Unit

Belmont San Carlos Fire Department

By: Sharon McAleavy
AFSCME Unit Representative

By: Andy Klein
Chairperson
Board of Commissioners

Date: 10/19/2010
SIDE LETTER OF UNDERSTANDING

Between

BELMONT SAN CARLOS FIRE DEPARTMENT

and

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2400, DISTRICT 8

The Belmont San Carlos Fire Department ("the Department") and the International Association of Firefighters Local 2400 District 8 ("the Union") hereby adopt this side letter of understanding:

1. The Department and Union agree to extend the Memorandum of Understanding (MOU) between the Department and Union, (due to expire on June 30, 2011), from July 1, 2011 to the fire service termination date defined as the last day on which fire services are provided by employees of the Department pursuant to the Second Amended and Restated Joint Exercise of Powers Agreement for the Belmont-San Carlos Fire Department.

2. Section 6.1, Salary Plan specifically the provision regarding a survey of comparable cities allowing for a range of no increase to a 1% additional salary increase will be eliminated.

3. All other terms and conditions of the MOU are to remain unchanged.

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

APPROVED AND ACCEPTED:

International Association of Firefighters, Local 2400 District 8

By: [Signature] Gary Jacobs
IAFF Unit Representative

Belmont San Carlos Fire Department

By: [Signature] Andy Klein
Chairperson
Board of Commissioners

Date: Oct 18 2010

Date: 10/19/2010
SIDE LETTER OF UNDERSTANDING

Between

BELMONT SAN CARLOS FIRE DEPARTMENT

and

FIRE MANAGEMENT UNIT

The Belmont San Carlos Fire Department ("the Department") and the Fire Management Unit ("the Union") hereby adopt this side letter of understanding:

1. The Department and Union agree to extend the Memorandum of Understanding (MOU) between the Department and Union, (due to expire on December 31, 2010), from January 1, 2011 to the fire service termination date defined as the last day on which fire services are provided by employees of the Department pursuant to the Second Amended and Restated Joint Exercise of Powers Agreement for the Belmont-San Carlos Fire Department.

2. Section 6.1, Wages and Classification; The Survey Differential and Comparison Agencies provision, which allows for a range of no additional increase to a 1% additional salary increase will be omitted for the duration of the MOU extension.

3. All other terms and conditions of the MOU are to remain unchanged.

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

APPROVED AND ACCEPTED:

Fire Management Unit

By: [Signature]

Michael Gaffney
Fire Management Unit Representative

Belmont San Carlos Fire Department

By: [Signature]

Andy Klein
Chairperson
Board of Commissioners

Date: 10/19/2010

Date: 10/19/2010
MEMORANDUM OF UNDERSTANDING

BETWEEN THE

BELMONT-SAN CARLOS FIRE DEPARTMENT

AND

LOCAL 829, AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
CLERICAL UNIT

January 1, 2006 through June 30, 2011
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MEMORANDUM OF UNDERSTANDING

BETWEEN

BELMONT-SAN CARLOS FIRE DEPARTMENT

AND

LOCAL 829, AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
CLERICAL UNIT

Local 829, American Federation of State, County and Municipal Employees, AFL-CIO and representatives of the Belmont-San Carlos Fire Department have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit specified in Section 1, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.) and Belmont-San Carlos Fire Department Resolution No. 79-7, and has been jointly prepared by the parties.

This Memorandum of Understanding shall be effective January 1, 2006 through June 30, 2011.

SECTION 1. RECOGNITION

1.1 Union Recognition: Local 829, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", is recognized as the majority representative, as provided in the Belmont-San Carlos Fire Department's Employer-Employee Relations Resolution No. 79-7 adopted by the Fire Board for all employees assigned to the classifications set forth in Section 6.

1.2 Department Recognition: The Fire Chief or any person or organization authorized by the Belmont-San Carlos Fire Board (hereinafter "Fire Board"), is the representative of the Belmont-San Carlos Fire Department, hereinafter referred to as the "Department", in Employer-Employee relations.

SECTION 2. UNION SECURITY

2.1 Dues Deduction: The Union may have the regular dues of its members deducted from the employee's paychecks; provided, however, that such dues deduction shall be made only upon the written authorization of the individual employee. Payroll deductions
shall be for a specified amount and uniform as between employee members of the Union, and shall not include fines or fees. Authorization, cancellation or modification of payroll deduction shall be made upon forms provided and approved by the Department. The voluntary payroll deduction authorization will remain in effect until employment with the Department is terminated or until canceled or modified by the employee by written notice to the Department as provided below.

Amounts deducted and withheld by the Department shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds, at the address specified.

The employee's earnings must be sufficient, after all of the required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the Department which would have been withheld if the employee had been in pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all required deductions have priority over the Union deduction.

The Union shall indemnify, defend and hold the Department harmless against any claim made and against any suit initiated against the Department on account of check-off of Union dues. In addition, the Union shall refund to the Department any amounts paid to it in error upon presentation of supporting evidence. All employees who are members of the Union, tendering periodic dues thirty (30) days after the Fire Board has approved this Memorandum of Understanding, and all employees who thereafter become members of the Union, shall pay dues to the Union for the duration of this Memorandum of Understanding. During a period of ninety to sixty (90-60) days prior to the expiration of this Memorandum of Understanding and ninety to sixty (90-60) days prior to the expiration of any subsequent Memorandum of Understanding any employee who is a member of the Union shall have the right to withdraw from the Union and discontinue dues deduction. Said withdrawal shall be communicated by the employee in writing to the Department and to the Union. An employee who is subsequently employed in a position outside of the unit represented by the Union shall not be required to pay dues to the Union.

2.2 Use of Department Facilities: Department employee(s) or the Union, or its representatives may, with the prior approval of the Fire Chief, be granted the use of Department facilities for meetings of Department employees provided space is available, and provided further such meetings are not used for organizing activities or membership drives of Department employees. All such requests shall be in writing, stating the purpose of the meeting, and be forwarded to the Fire Chief at least forty-eight (48) hours in advance. The Department reserves the right to assess reasonable charges for the use of such facilities.

The use of Department equipment other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, and blackboards is strictly prohibited; the presence of such equipment in approved Department facilities notwithstanding.

2.3 Use of Bulletin Boards: The Union shall be allowed use of available bulletin board space for communications having to do with official Union business, provided that the material is not derogatory to Department officials and employees. All materials must be dated and must identify the organization that published them.
2.4 **Advance Notice:** Except in cases of emergency, reasonable advance written notice shall be given to the Union if it is affected by any rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Fire Chief or Fire Board, and the Union shall be given the opportunity to meet with such body or its representatives prior to adoption. In cases of emergency when the Department management determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Union, Department management shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such rule, resolution or regulation. Notices shall be sent to the designated Union representative.

2.5 **Posting:** The Department shall keep an up-to-date list with date of hire of all employees covered by this Memorandum of Understanding and shall forward such list to the Union on a quarterly basis. This provision is for the convenience of the parties and in case of any dispute concerning the accuracy of the posted list, the provisions of this Memorandum of Understanding and not the posted list shall control.

SECTION 3. NO DISCRIMINATION

There shall be no discrimination because of race, creed, color, national origin, ancestry, sex, sexual orientation, age, physical or mental disability, marital status, domestic partner status, medical condition, religion, political activity, or legitimate Union activities against any employee or applicant for employment by the Union or by the Department or by anyone employed by the Department.

SECTION 4. UNION REPRESENTATIVES

4.1 **Attendance at Meetings by Employees:** Department employees who are official representatives or unit representatives of the Union shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of the Department services as determined by the Fire Chief. Such employee representatives may be required to submit a written request for excused absence to the Fire Chief at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed one (1).

4.2 **Access to Work Locations:** Reasonable access to employee work locations shall be granted officers of the Union and their officially designated representatives, for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.

SECTION 5. PROTECTION OF RIGHTS

5.1 **No Strike:** The Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate
designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Union nor any representative thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the Department, nor to effect a change of personnel or operations of management or of employees not covered by this Memorandum of Understanding.

5.2 **Lockout**: The Department agrees not to engage in any lockout.

**SECTION 6. SALARIES**

6.1.1 **January 1, 2006**: Effective January 1, 2006, salaries for the classifications covered by this Memorandum of Understanding shall be as reflected below:

<table>
<thead>
<tr>
<th></th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Clerk I</td>
<td>$3116</td>
<td>$3272</td>
<td>$3436</td>
<td>$3608</td>
<td>$3788</td>
</tr>
<tr>
<td>Administrative Clerk II</td>
<td>$3437</td>
<td>$3609</td>
<td>$3789</td>
<td>$3978</td>
<td>$4177</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$3540</td>
<td>$3717</td>
<td>$3903</td>
<td>$4098</td>
<td>$4303</td>
</tr>
</tbody>
</table>

These positions will be flexibly staffed.

The foregoing reflects a three percent (3%) “Catch up” base wage increase for the Administrative Assistant classification, effective January 1, 2006, and no increase for the other classifications. The parties agree that any employee who is the incumbent of a position in the Administrative Clerk II classification as of September 19, 2006 shall be reclassified as an Administrative Assistant and placed at step 5 of the range applicable to that classification effective January 1, 2006.

6.1.2 **Additional Catch up Increases**: The following additional “catch up” base wage increases shall apply to employees in the Administrative Assistant classification:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Percent Base Wage Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2006</td>
<td>9.25%</td>
</tr>
<tr>
<td>January 1, 2007</td>
<td>5.00%</td>
</tr>
<tr>
<td>July 1, 2007</td>
<td>5.00%</td>
</tr>
</tbody>
</table>

6.1.3 **General Wage Increases**: All employees in all classifications covered by this agreement shall receive the following general base wage increases on the dates indicated:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Percent Base Wage Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2008</td>
<td>2.50%</td>
</tr>
<tr>
<td>January 1, 2009</td>
<td>2.50%</td>
</tr>
<tr>
<td>July 1, 2009</td>
<td>2.50%</td>
</tr>
<tr>
<td>January 1, 2010</td>
<td>2.50%</td>
</tr>
<tr>
<td>July 1, 2010</td>
<td>2.50%</td>
</tr>
<tr>
<td>January 1, 2011</td>
<td>2.50%</td>
</tr>
</tbody>
</table>
6.2 **Change in Classification:** If, during the term of this Memorandum of Understanding, any of the classifications covered by this Memorandum ceases to exist or is substantially modified in concept or duties, the parties shall meet and confer on a substitute classification for the purpose of salary setting under this Section.

6.3 **Salary for New Employees:** Except as herein otherwise provided, the entrance salary for new employees entering the classified service shall be the minimum salary for the class to which such new employee is appointed. In cases of unusual recruitment difficulty or of hiring exceptionally qualified personnel, initial salary may be at any salary level set by the FireChief, whose decision shall be final. Such a salary may not be more than the maximum salary for the class to which the employee is appointed.

6.4 **Salary Increases:** No increase in salary shall be automatic. All increases shall be based on merit as established by record of the employee's performance as measured by specific performance standards and shall require approval of the FireChief. Standards of performance shall become progressively higher as an employee advances through the salary range. In case of failure to meet specific performance standards for all newly hired or promotional appointments, increases in salary may be withheld in lieu of dismissal or other disciplinary action; or the salary of the employee may be reduced to a lower level, within the salary range, upon recommendation of the Fire Chief and approval of the Fire Board. Such employee shall be given a written statement of the justification for reduction in salary.

6.5 **Salary Increase Upon Promotion:** An Employee who is promoted from one class to a class in a higher range shall be entitled to a salary increase equivalent to at least five percent (5%), but not more than the maximum rate for that class. The effective date of the promotion shall be the new anniversary date for the purpose of determining eligibility for step increases.

6.6 **Determination of Hourly Rate:** The hourly rate of pay shall be calculated by multiplying the appropriate monthly rate by twelve (12) and dividing that total by 2080 for forty (40) hour workweek employees.

The rates of pay set forth herein represent, for each classification, the standard rate of pay for full-time employment, and represent the total compensation due employees, except for overtime compensation and other benefits specifically provided for by the Fire Board, unless specifically indicated otherwise in the schedule. No employee shall receive a salary not in conformance with this Section.

6.7 **Payday:** Payday shall be at least twice monthly. In the event that this day falls on a weekend or holiday, payday will be the preceding workday.

**SECTION 7. WORK OUT OF CLASSIFICATION**

When it is necessary to assign an employee to perform the duties of a higher classification on an acting basis, the Fire Chief shall select the employee to be assigned.

An employee assigned by the Fire Chief or his/her designated representative to perform the duties of a higher classification on an acting basis shall receive acting pay which shall be computed at five percent (5%) more than such employee's current salary for all hours.
worked in such higher classification provided the employee performs the duties of the higher classification for at least two (2) hours.

SECTION 8. DAYS AND HOURS OF WORK:

8.1 **Work Schedule:** The regular workweek for the employees shall consist of forty (40) hours. Two fifteen-minute breaks are granted during the workday.

8.2.1 **Starting Time:** The regular starting time for employees scheduled for a forty (40) hour workweek shall be 8:00 a.m.

8.2.2 **Flexible Work Hours:** It continues to be the practice of the Department to accommodate employee requests for flexible work hours where possible. The Department shall continue to give consideration to flexible hours requests when they can be accommodated within departmental needs and staff requirements and when approved by the Fire Chief. An employee may be represented by a Union representative during any discussions with the Department with respect to flexible starting and ending hours.

SECTION 9. OVERTIME

9.1 **Definition:** Overtime is authorized time worked outside the work schedule as provided in Section 8.1. Overtime shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay.

Overtime shall be computed in one-quarter (1/4) hour increments. Payment for overtime shall not be made unless such overtime has been authorized by the Fire Chief or his designated representative prior to such overtime being worked.

9.2 **Compensatory Time:** Compensatory time off may be taken in lieu of overtime payment. Such time off shall be at a time mutually agreeable to the employee and the Department Head. Accrued compensatory time off in excess of forty-eight (48) hours shall be liquidated by monetary payment to the employee.

SECTION 10. CALL-BACK

10.1 **Call-Back:** If an employee who has completed his regular shift is called back to work by the Fire Chief or his designed representative, they shall be compensated for such work performed outside of his regular duty shift at the overtime rate. In no event shall the employee receive less than two (2) hours of overtime compensation for each such call-back. Overtime in excess of two (2) hours shall be computed in one-quarter (1/4) hour increments.

SECTION 11. VACATIONS

11.1 **Eligibility:** All employees shall be entitled to annual vacation leave after one (1) year of employment.

11.2 **Allowance:** All full time employees are entitled to annual vacation leave after one (1) year. Vacation is accrued at the following rates based on years of service:
11.3 **Vacation Scheduling:** The times during the calendar year at which an employee shall take vacation shall be determined by the Fire Chief or designated representative with due regard to the wishes of the employee and particular regard to the need of the service. All employees shall on a form provided by the Department indicate their preference for vacation periods during January and February of each calendar year.

11.4 **Vacation Accumulation:** No more than two (2) years vacation entitlement may be accrued at any one time; provided, however, that the Fire Chief may allow an employee to accrue more than two (2) years vacation entitlement. Such decision shall be at the sole discretion of the Fire Chief and shall not be subject to the grievance procedure. Employees who have reached their accrual limit and who have not received such an extension will not accrue additional vacation until their vacation leave balance falls below their accrual limit.

An employee may receive one-half of the employee’s annual vacation accumulation in cash in lieu of time off.

11.5 **Vacation Allowance for Terminated Employees:** In accordance with applicable state law, employees who have one (1) or more years service when they terminate employment with the Department shall be paid the straight-time salary equivalent in a lump sum for all accrued vacation leave earned.

**SECTION 12. HOLIDAYS**

12.1 **Holiday Benefit for Forty (40) Hour Workweek Employees:** The holidays to be observed by the Department are as follows and employees who work a forty (40) hour workweek schedule shall not be required to be on duty unless the Fire Chief has so indicated:

- New Year’s Day: January 1
- Martin Luther King Day: Third Monday in January
- President’s Day: Third Monday in February
- Memorial Day: Last Monday in May
- Independence Day: July 4
- Labor Day: First Monday in September
- Veterans Day: November 11
- Thanksgiving Day: Fourth Thursday in November
- Friday after Thanksgiving
- Christmas Day: December 25

In addition to the above, employees shall be granted thirty-eight (38) hours off each year at a time agreeable to the Fire Chief and the employee.

If any of the listed holidays fall on a Saturday, the Friday preceding shall be celebrated as a holiday; if the holiday falls on a Sunday, the following Monday shall be celebrated as the holiday.
SECTION 13. SICK LEAVE

13.1 Accrual: Employees shall accrue sick leave credit at the rate of eight (8) hours per month. Unused sick leave may be accrued without limit, provided there shall be no pay out of unused sick leave upon termination or retirement.

13.2 General: Employees shall not be entitled to sick leave as a matter of right, but only in accordance with the provisions of laws and this Memorandum of Understanding.

13.3 Usage: Employees are entitled to be paid for sick leave used, to a maximum of the time accrued, under the following conditions:

(1) The employee's illness, injury, exposure to contagious disease, or pregnancy, childbirth, or related medical conditions which incapacitates the employee from performance of duties.

(2) The employee's receipt of required medical or dental care or consultation when such care cannot be obtained during off duty hours.

(3) A maximum of forty-eight (48) hours of accumulated sick leave may be taken each calendar year in case an employee's presence is required to attend to a member of his immediate family. For purposes of this Section, immediate family means spouse, registered domestic partner, children, mother and father.

13.4 Procedures for Requesting and Approving Sick Leave: Employees are responsible for notifying their immediate supervisor by 0815 hours of any inability to report to duty prior to the commencement of their work shift. Employees shall notify their immediate supervisor by 0815 hours. Notification shall include the reason and the possible duration of the absence.

Employees are responsible for keeping the Department informed of their continuing condition and probable date of return to work.

Upon return to duty, the absent employee must complete an absent report and forward it to the Fire Chief, stipulating the reason for the absence and the number of hours of sick leave used.

For absences in excess of three (3) calendar days the Fire Chief may require a physician's statement from an employee who applies for sick leave, or make whatever investigation into the circumstances that appear warranted before taking action on the request.

To ascertain the propriety of claims, the following procedure shall apply to employees who, in the last twelve months, exceeded the previous calendar year departmental sick leave average.

Employees who notify their immediate supervisor of their inability to report for duty shall report to their immediate supervisor where they can be reached. If the employee will be unavailable for a telephone call, the employee shall notify the Fire Chief, or his/her designee if he/she is not available, stipulating the reason and length of time of such unavailability.
An employee telephoned at the designated number between 0800 and 1700 hours who fails to answer the call, shall not be paid, unless the employee has notified the Fire Chief as provided above.

Abuse of sick leave by an employee will subject the employee to disciplinary action as provided in Section 20.

SECTION 14. HEALTH AND WELFARE

14.1 Hospital - Medical Care: The Department shall participate in the Public Employees’ Medical and Hospital Care Act, as administered by PERS, and shall pay the minimum required contribution for the individual employee and his/her eligible dependents.

The Department shall contribute an amount necessary to provide hospital and medical care benefits for an employee only who retires with a PERS retirement benefit and with at least fifteen (15) years of service with South County Fire Protection Authority and the Belmont San Carlos Fire Department.

14.2 IRC Section 125 Plan: The Department shall offer an Internal Revenue Code Section 125 Plan which contains the components of premium conversion, health care reimbursement account, dependent care reimbursement account, and benefits allowance. The maximum contribution into an employee's health care reimbursement account shall be Five Thousand, Dollars and No Cents ($5,000.00) annually. All funds remaining at the end of each Plan Year (December 31) in the health care reimbursement account and the dependent care reimbursement account shall remain as funds of the Department.

14.3 Section 125 Plan Contribution: The Department shall contribute monthly toward each employee's Section 125 Plan components an amount equivalent to the PERS Kaiser family monthly premium rate. An employee may use any and all such funds toward the cost of employer-provided health insurance for the employee and eligible dependents, as contributions into the health care reimbursement account, dependent care reimbursement account, or as a deferred compensation contribution.

14.4 Employee Contributions into Section 125 Plan: Nothing in this Memorandum shall preclude an employee making voluntary contributions into a health care reimbursement account, dependent care reimbursement account, or deferred compensation account.

14.5 Dental Care: The Department shall provide the same plan of Dental Insurance which is provided to employees Belmont-San Carlos Fire Department’s IAFF Local 2400 Firefighter bargaining unit. The dental plan annual cap shall be increased to $1,500 effective January 1, 2002.

14.6 Change in Health Plan: If during the term of this Memorandum of Understanding either the Department or the Union desires to change Health or Dental Plans, the parties agree to meet to consider said requests.

14.7 Life Insurance and AD&D: The Department shall provide Fifty Thousand Dollars ($50,000) of life insurance with accidental death and dismemberment (AD&D) coverage for each eligible employee.
14.8 **Deferred Compensation Plan:** The Department shall continue to make available a voluntary deferred compensation plan for all employees. In addition, effective July 1, 1993, the Department shall contribute to each employee’s deferred compensation plan Thirty Dollars and No Cents ($30.00) monthly.

14.9 **Long Term Disability Insurance:** The Department shall provide Long Term Disability Insurance which is equivalent to that provided to the employees of the City of San Carlos.

14.11 **Uniformity of Benefits:** During the term of this Memorandum of Understanding, the employees covered herein under shall receive the same insurance benefit package, including any additions to or changes in coverage and any additional Department contributions to insurance premiums, as is provided to employees in the Firefighter unit represented by IAFF Local 2400.

**SECTION 15. LEAVES OF ABSENCE**

15.1 **Job Incurred Disability Leave:** Any permanent or probationary employee covered by this Memorandum of Understanding who has suffered any disability arising out of and in the course of his/her employment, as defined by the Worker's Compensation Laws of the State of California shall be entitled to the period of such disability to a maximum provided under State Law.

Leave with pay shall be granted for a disability caused by illness or injury arising out of and in the course of his/her employment, as defined by the Workers’ Compensation laws of the State of California, for the period of such disability to a maximum of eighty (80) hours.

During the period the employee is paid by the Department, the employee shall endorse to the Department any benefit payments received as a result of Workers’ Compensation Insurance Coverage. The Department reserves the right to withhold payment of any disability benefits until such time as it is determined whether or not the illness or injury is covered by Workers’ Compensation.

If the employee’s disability caused by illness or injury arising out of and in the course of the employee's employment extends beyond the eighty (80) hours described above, the employee may integrate his/her unused sick leave with the Workers' Compensation payments provided that the sum of the Workers' Compensation payments and leave does not exceed the employee's regular rate of pay for said period. Vacation leave and other paid time-off accruals may be used once sick leave time is exhausted.

Industrial disability leave may not exceed twelve (12) months and eighty (80) hours unless extended by the Fire Chief whose decision shall be final and not subject to the grievance procedure of this memorandum.

15.2 **Leave of Absence Without Pay:** Any employee desiring a leave of absence without pay from his employment for any reasons shall secure written permission from the Fire Chief. The decision of the Fire Chief on granting or refusing to grant a leave of absence or extension thereof shall be final and conclusive and shall not be subject to the
grievance procedure of this Memorandum. Except as otherwise provided in this Section, the maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Written permission for such extended periods shall be secured from the Fire Chief. The first approved leave of absence without pay plus approved extended leaves of absence without pay shall not exceed twelve (12) months. During any approved leave of absence the employee shall not engage in gainful employment unless authorized to do so by the written permission of the Fire Chief. The Fire Chief may terminate any employee who violates the terms and conditions of the written permission for leave or extension thereof.

15.3 **Jury Leave:** Every full-time employee of the Department who is called and required to serve as a trial juror shall be entitled to absent himself from his duties with the Department during the period of such service or while necessarily being present in court as a result of such call. An employee called to serve as a trial juror shall notify the Department of such requirement at the beginning of the employee's first scheduled workday after receipt of notice to serve. Under such circumstances, the employee shall be paid the difference between his full salary and any payment received him, except travel pay, for such duty. (An employee who has been subpoenaed as a witness in his official Department capacity shall be paid his regular pay less any witness fee received). An employee who has been subpoenaed in a private capacity shall not be paid for the time he is not on duty with the Department. When, in the opinion of the Fire Chief, an employee's absence from Department service would pose an undue burden or hardship upon the efficient operation of the Department, the Fire Chief may request relief from the appropriate agency for the employee serving as a juror.

15.4 **Pregnancy Disability Leave:** An employee who becomes pregnant shall be entitled to a leave of absence for a period not to exceed four (4) months. The employee may use her accumulated sick leave benefit for the duration of her disability, and/ or vacation leave benefit for all or part of the leave period. Pregnancy leave will be administered in accordance with the provisions of applicable state and federal law.

15.5 **Funeral Leave:** In the event of the death of a member of the immediate family of an employee, the employee shall be granted the necessary days off with full pay which the employee is scheduled to work during the five (5) consecutive calendar days commencing with the notification of the death to the employee in order to attend the funeral. This provision does not apply unless the notification to the employee is received prior to the funeral. For the purpose of this Section, immediate family means spouse, registered domestic partner, children, mother, father, mother-in-law, father-in-law, brother sister, and spouse's brother and sister. Upon request of an employee for an exception to the above, the Fire Chief may allow an exception. Such decision shall be the sole discretion of the Fire Chief and shall not be subject to the grievance procedure.

15.6 **Military Leave:** Military leave shall be granted by the Fire Chief in accordance with the provisions of state and federal law and there shall be a deduction for any military compensation that the employee receives for service during the period that he/she is receiving full pay from the Department, if permitted by law. All employees taking military leave shall give the Fire Chief an opportunity, within the limits of military regulations, to determine when such military leave shall be taken.
15.7 **Absence Without Leave:** Failure on the part of an employee, absent without leave, to report to duty at his/her regularly scheduled starting time on the following workday after notice to report, shall be cause for discharge.

15.8 **Family Care Leave:** Reference is made to the Fire Board approved "Family Care Leave Policy," which is attached. The Authority and Union understand that the more generous provisions of the federally mandated family care leave have not been incorporated into the referenced policy. It is further understood the Department shall incorporate such portions of the federal law and any changes necessitated because of current state legislation on family care leave. The Union shall be afforded an opportunity to meet and confer on such modifications to the referenced policy. Family Care Leave will be administered in accordance with the provisions of applicable state and federal law.

**SECTION 16. PROBATIONARY PERIOD**

All original and promotional appointments shall be subject to a probationary period of twelve (12) months of actual service commencing with the date of appointment. During the probationary period an employee may be rejected at any time by the Fire Chief without right of appeal in any manner and without recourse to the procedures provided in Section 20 (Grievance Procedure) hereof. Any regular employee rejected during the probationary following a promotional appointment shall be reinstated to the position from which he was promoted unless conditions warrant his dismissal.

**SECTION 17. RESIGNATION AND REINSTATEMENT**

An employee who has resigned from the Department in good standing may be reinstated by the Fire Chief, at his sole discretion, to a vacant position of the same class as the position he previously held within one (1) year from the effective date of the resignation. A new probationary period may be required.

**SECTION 18. LAYOFF**

The Fire Chief after the approval by the Fire Board may lay off an employee because of material change in duties or organization, shortage of work or funds. The Fire Chief shall notify the Fire Board of the intended actions and reasons therefore. In the event of a layoff, the employee in the classification in which the Department is reducing the work force who has the least length of service in that classification will be laid off. Laid-off employees shall be placed on a reemployment list, in order of seniority, for a period of one (1) year. Such lists shall take precedence over all other employment eligibility lists. Any employee who has been laid off and is subsequently recalled to work shall have seventy-two (72) hours, excluding weekends and holidays, after the sending of the recall notice by certified mail and an e-mail or a telephone call to his/her last known address, in which to contact the Fire Chief so that he may be scheduled to report for work. It shall be the employee's responsibility to keep the Department advised as to his current mailing address and telephone number. Failure to contact the Fire Chief within seventy-two (72) hours will result in the removal of the employee's name from the reemployment eligibility
list. When a laid-off employee is reinstated, his seniority will be determined from his original date of hire.

SECTION 19. DISCIPLINE

The Fire Chief may demote, suspend or discharge any employee for just cause. Any regular employee who is demoted, suspended or discharged shall be furnished a written notice of such action.

SECTION 20. GRIEVANCE PROCEDURE

20.1 Definition: 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 Department official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

20.2 Procedure: Grievance shall be processed in the following manner:

20.2.1 Immediate Supervisor: Any employee who believes that he has a grievance may discuss his complaint with such management official in the department in which he works as the Fire Chief may designate. If the issue is not resolved, or if the employee elects to submit his grievance directly to the Union, the procedures hereinafter specified may be invoked.

20.2.2 Fire Chief: Within fourteen days (14) days of the event giving rise to the grievance, or within fourteen (14) days of the completion of Step 20.2.1 above, any employee or any official of the Union may notify the Fire Chief in writing that the grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Fire Chief shall have fourteen (14) days in which to investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under paragraphs (3) and (4) below which has not first been filed and investigated in accordance with this paragraph (2).

20.2.3 Adjustment Board: If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of two (2) Union representatives, no more than one (1) of whom shall be either an employee of the Department or an elected or appointed official of the Union, and two (2) representatives of the Department, no more than one (1) of whom shall be either an employee of the Department or a member of the staff of any organization employed to represent the Department in the meeting and conferring process. The request to submit the grievance to an Adjustment Board must be submitted within fourteen (14) days of the completion of Step 20.2.2 above. The Department will convene an Adjustment Board within thirty (30) days of the receipt of the request for an Adjustment Board.

20.2.4 Arbitration: If an Adjustment Board is unable to arrive at a majority decision, either the Union or the Department may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and
the Department. The request to arbitrate must be submitted within thirty (30) days of the completion of Step 20.2.3 above.

The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Union and the Department. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

**20.2.5 Final and Binding Decisions:** Decisions of Adjustment Boards and the arbitrator on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the Resolutions of the Department.

**20.3 Scope:** No Adjustment Board and no arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless it involves a position in a unit represented by this Union and unless such dispute falls within the definition of a grievance as set forth in Section 20.1.

**20.4 No Changes in Memorandum:** Proposals to add to or change this Memorandum of Understanding or written agreements or addenda 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 proposal, 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 or addenda supplementary hereto or to establish any new terms or conditions of employment.

**20.5 Disciplinary Action Grievance:** No grievance involving demotion, suspension, dismissal or placement on a probationary period of an employee will be entertained unless it is filed in writing with the Fire Chief within fourteen (14) days of the time at which the affected employee was notified of such action.

**20.6 Suspension and Discharge Grievance:** If the Fire Chief or the designated representative of the Fire Board in pursuance of the procedures outlined in Sections 20.2 (2) and 20.2 (3) above resolves 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 the dispute is referred to arbitration and the arbitrator finds that the Department had the right to take the action complained of, the arbitrator may not substitute his/her judgment for the judgment of management and if he/she finds that the Department had such right, her/she may not order reinstatement and may not assess any penalty upon the Department.

**20.7 Compensation Complaints:** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the designated representative of the Fire Board. 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. All other matters of compensation are to be resolved in the meeting and conferring process and, 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 adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed with the designated management representative.
20.8 **Recognition of Changes:** No changes 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 Department and the Union.

20.9 **Deadline Extension:** The grievant and the Department may extend any time deadline by mutual agreement. Failure of the grievant to adhere to the above time deadlines shall constitute a waiver of the right to further appeal. Failure of the Department to adhere to the above time deadlines shall provide the grievant with cause to proceed to the next grievance level.

**SECTION 21. RETIREMENT PLAN**

The Department shall continue to contract with PERS to provide a retirement plan which includes the 2% at 55 formula, improved 1959 survivors benefits, post retirement survivor benefits, the highest year final compensation average, military buy-back provision, and PERS Sick Leave Credit Provision.

The Department has implemented the provisions of 414(h)2 of the Internal Revenue Service Code.

**SECTION 22. MISCELLANEOUS PROVISIONS**

22.1 **Personnel Files:** Each employee shall have the right to inspect and review any official record relating to his/her performance as an employee or to a grievance concerning the employee which is kept or maintained by the Department. The contents of such records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the Department.

An employee shall receive a copy of any written reprimand or warning prior to its being placed in the employee's personnel file.

The Department shall provide an opportunity for the employee to respond in writing, or personal interview, to any information about which he disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of his permanent personnel record.

22.2 **Incompatible Activities:** The policy regarding off-duty employment by members of the Department is as follows: The second occupation cannot be of a nature that it would tend to be incompatible, embarrass, be a conflict of interest, or discredit the Department or our City government in general. The nature of the occupation, or amount of time that an employee can spend on the same, cannot be such that it will hinder or prevent an employee from effectively performing his/her duties for the District. The Department will not be subject to claim, or be held liable for any damages or injuries incurred through outside employment. Sick leave shall not be granted to an employee who is absent from duty due to illness or injury incurred while working for other than the Department.

22.3 **Safety:** Representatives of the Department shall meet, upon request of the Union, to discuss and attempt to resolve any safety concerns raised by the Union.
22.4 **Tuition Reimbursement:** Employees shall be eligible for reimbursement of costs incurred for tuition and textbooks for educational courses approved in advance by the Fire Chief. The educational course must be related to the employee’s current or possible future employment with the Department, and the employee must receive a passing grade of "C" or better if the course is grade, "pass" if the course is offered on a pass/fail basis.

22.5 **Domestic Partner Benefits:** The Department will provide benefit coverage to registered domestic partners to the same extent coverage is provided to spouses in accordance with state law. A domestic partnership is registered when persons meeting the criteria specified by Section 297 of the Family Code file a Declaration of Domestic Partnership with the Secretary of State’s Office. Domestic partners are defined as unmarried persons of the same sex, or of the opposite sex if over the age of 62, who share a residence and basic living expenses. In a domestic partnership neither partner is married or in another domestic partnership, both are at least 18 years of age, are not related by blood so close as to bar marriage, and are capable of consenting to a domestic partnership. In order to obtain domestic partner coverage, employees will be required to provide a copy of a Declaration of Domestic Partnership filed with the Secretary of State’s Office.

22.6 **Contracting or Subcontracting of Work:** The Department will notify the Union if its intent to contract, subcontract, or place in a joint powers agreement, work customarily performed by members of this bargaining unit where such contracting or subcontracting would result in loss, or potential loss, through attrition or layoff of such bargaining unit members. The notice shall include an explanation of the Department’s reason for proposing such contracting/subcontracting. Such notice shall also be given should the Department propose to merge or consolidate all or a portion of operations affecting Bargaining Unit employees. The Union shall be given the opportunity to meet with the Department to discuss the effect of the proposed action upon its members and, upon request, to propose effective and economical alternative ways in which such services could continue to be provided by the Department’s own employees. The Department shall allow the Union forty-five calendar days, from notice by the Department, in which to make such proposals and to conduct necessary meetings prior to formal action by the Fire Department Board. Should contracting or merger be seriously pursued, the Department shall endeavor in good faith to negotiate assumption of all effected employees into the proposed new operation or should that not be feasible, the Department shall attempt to mitigate the impact on displaced employees, including the possibility of placement in Department vacancies and/or retraining.

**SECTION 23. SEPARABILITY OF PROVISIONS**

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect. The parties shall meet and confer regarding a substitute for that provision found to be illegal or unenforceable.
Made and entered into this _____ day of ______________, 2006.

FOR LOCAL 829, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

FOR THE BELMONT-SAN CARLOS FIRE DEPARTMENT

Linda Gregory      Matt Grocott, Chair
Business Agent     Belmont-San Carlos Fire Board
ATTACHMENT A

Belmont-San Carlos Fire Department

LEAVES OF ABSENCE - FAMILY CARE LEAVE POLICY

POLICY STATEMENT

The California Family Rights Act of 1991 requires employers to provide leave from employment for the care of children and elders. It applies to all employers with fifty or more employees.

The Department shall provide Family Care Leave for eligible employees for the care of children and elders as defined within this policy. Family Care Leave means either of the following:

(a) leave for reasons of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child by the employee, or the serious illness of a child of the employee; or

(b) leave to care for a parent, spouse or domestic partner of the employee who has a serious health condition.

DEFINITIONS

Eligible Employees: Any employee with more than one (1) year of continuous service with the Department and who is eligible for other benefits may request family leave.

Child: Includes biological, adopted, foster child, stepchild, and a legal ward, who is either under the age of eighteen (18) or a child of a person standing in loco parentis for an adult dependent child. An adult dependent child is an individual who is eighteen years of age or older and who is incapable of self-care because of a mental or physical disability.

Parent: Includes a biological, foster, or adoptive parent, a stepparent or legal guardian. Parent-in-law is outside the definition.

Spouse: Means a partner in marriage as defined in Civil Code Section 4100.

Domestic Partner: Means a person, regardless of gender, who resides with the employee and shares the common necessities of life. In a domestic partnership neither partner is married to another; both are at least eighteen years of age; are not related by blood so close to bar marriage; are mentally competent; and are each others sole domestic partner, intend to remain so indefinitely, and are responsible for their common welfare.

Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either one of the following:

(a) in-patient care in a hospital, hospice or residential care facility; or

(b) continuing treatment or continuing supervision by a health care provider.

CONDITIONS OF THE LEAVE

(a) Family Care Leave can be taken for up to a total of four (4) months in a twenty-four (24) month period.
(b) Employees on a disability leave of absence because of pregnancy may take up to one (1) additional month as Family Care Leave.

(c) Family Care Leave shall be without pay, except where authorized personal leave is used.

(d) Employees must use any available vacation, compensatory time, administrative leave, or floating holidays during the approved leave. Any accrued holiday pay hours must also be taken during the approved leave.

(e) Employees may use sick leave as outlined in the respective Memoranda of Understandings under Family Illness Leave. Unrepresented employees may use a maximum of five (5) sick days during the calendar year.

(f) Except as specifically stated in the employee's appropriate Memoranda of Understanding, employees shall not receive any benefits during Family Care Leave except during the period when paid personal leave is being used. Employees shall retain, however, the right to participate in any medical, dental, and vision plan provided the employee pays the premiums for such coverage.

(g) Absences from work because of a Family Care Leave shall not constitute a break in service for purposes of longevity or seniority.

(h) Employees shall not receive any pension plan benefits during Family Care Leave except during the period when paid personal leave is being used, but shall, where applicable, be allowed to make contributions to the plan.

(i) An employee, on return from Family Care Leave, shall be entitled to employment in a position that has the same or similar duties and pay and which can be performed at the same or similar geographic location of the position held prior to leave.

(j) Employees may be required to submit a certification issued by the health care provider of the individual requiring care. The certification shall be sufficient if it includes all of the following: (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; (3) an estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care; and (4) a statement that the serious health condition warrants the participation of a family member to provide care during the period of treatment.

(k) If the employee's need for a Family Care Leave is foreseeable, the employee must give reasonable advance notice of the need for the leave. If the leave is for planned medical treatment, the employee must make a reasonable effort to schedule the treatment to avoid disruption to the operations of the employer. The term "reasonable" shall mean two weeks.

(l) Employees shall return to work promptly at the expiration date of the Family Care Leave. Failure to return to work without requesting and receiving an extension of said leave in writing shall constitute voluntary resignation by the employee.

(m) All requests for Family Care Leave shall be in writing as prescribed by the Human Resources Department.

**ADDITIONAL GROUNDS FOR DENIAL OF FAMILY CARE LEAVE**

The following may constitute reasons for denial of a request for Family Care Leave:
(a) The employee is among the top ten percent (10%) of the employees of the Department in terms of gross salary.

(b) If the refusal is necessary to prevent undue hardship to the Department operations.

(c) If the child's other parent (non-employee) is either on Family Care Leave or is unemployed.

(d) If the spouse is also a Department employee, only one spouse is eligible for the Family Care Leave at any given time and a maximum of four months total between both employees.

(e) The Department may not refuse a father's request for a Family Care Leave for reasons of the birth of his child under subdivisions (c) or (d) above solely because the mother is out on pregnancy disability leave at the time the father requests the leave.

**APPEALS**

An employee who has been denied a leave under this policy may appeal such denial to the Fire Board or its designee.