Memorandum of Understanding
between
Local 829, American Federation of State, County and Municipal Employees, AFL-CIO
and the
Menlo Park Fire Protection District

January 9, 2015 – January 8, 2018

This Contract Printed at Union Expense
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MEMORANDUM OF UNDERSTANDING
BETWEEN AFSCME LOCAL 829 AND
MENLO PARK FIRE PROTECTION DISTRICT

PREAMBLE

This Memorandum of Understanding ("MOU") is entered into by and between the American Federation of State, County and Municipal Employees, Local 829 ("Union") and the Menlo Park Fire District ("District") pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500-3511) and has been jointly prepared by the parties.

SECTION 1. RECOGNITION

Pursuant to the Employer-Employee Relations Administrative Directive, adopted by the District Board of Directors on December 9, 1974, the Union is recognized as the exclusive representative for the purpose of meeting and conferring on matters within the scope of representation for individuals employed by the District in those classifications within the Non-confidential, Non-management Miscellaneous bargaining unit. Those classifications included in the bargaining unit are listed in Appendix A of this MOU.

SECTION 2. UNION RIGHTS

2.1 Communication with Employees

Any designated representative of the Union shall make arrangements with the Human Resources Manager or designee when there is a need to contact District employees in person during the duty period of the employees. Reasonable routine contact may be made during such duty period by phone, e-mail or internal mail distribution; however, solicitation for membership or other internal employee organization business shall be conducted
only during the off-duty hours of all employees concerned, unless otherwise approved. Internal employee organization business includes political, union election and social matters.

2.2 Bulletin Boards
The District shall provide suitable space on bulletin boards in work locations of represented employees. The Union shall be allowed to use such bulletin boards for communications having to do with official Union business.

2.3 Use of District Buildings
District buildings and other facilities may be made available for the Union’s use in accordance with such administrative procedures as may be established by the Fire Chief or designee.

2.4 Advance Notice
Except in cases of emergency as provided below in this subsection, the Union, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the District and shall be given the opportunity to meet with the appropriate District representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the District may adopt or put into practice immediately such measures as are required. At the earliest practical date thereafter the Union shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate District representatives.

2.5 Information Provided
The District shall timely notify the Union Representative and the Steward, when a copy of the Board of Directors minutes, agenda, preliminary budget, final budget, and any salary schedule changes
become available electronically. Upon request, the District shall provide one (1) copy each at no cost to the Union of the above-referenced materials.

In addition to the register of employees for whom dues or fees have been deducted at each pay period, the District shall provide the Union with a listing of each bargaining unit employee, together with classification, pay rate, employee ID number, work location, shift, work extension, and current mailing address. This listing shall be provided electronically, and on an annual basis. The District will promptly notify the Union of the name, classification and Division assignment of any employee newly hired into an AFSCME unit classification.

The Union shall provide the District with e-mail information for the person(s) authorized by the Union to receive information under this provision.

2.6 Union Security

2.6.1 Agency Shop

Consistent with the provisions of the California Government Code, Section 3502.5, an employee covered by this agreement shall either: (1) become a member of the Union and pay regular Union dues, or (2) pay to the Union an agency (representation) fee as permitted by law, or (3) present to the Union and the District’s Human Resources Manager a written declaration that he or she is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations. An employee who qualifies for this exemption shall, in lieu of the agency fee payment, pay an amount equal to the agency fee to one of the following non-religious, non-labor charitable organizations: (a) the American Heart Association; (b) the American Red Cross; or (c) the Alisa Ann Ruch Burn Foundation. An employee who claims such exemption must submit written proof of such charitable
payment annually to the Union and the Human Resources Manager. If the employee fails to provide such written proof, the employee will be required to pay the agency fee.

2.6.2 Fee Deduction

If any employee in a classification covered by this MOU fails to authorize one of the above deductions within thirty (30) calendar days of date of hire or within thirty (30) calendar days notice of the provisions of this agency shop, the District shall automatically deduct the agency fee from the employee’s paycheck. The District shall determine the timing of such automatic deductions. The requirement that employees who are not members of the Union pay this representation agency fee shall remain in effect until the earlier of: (1) expiration of this Agreement; (2) termination of the Agency Shop clause by action of the bargaining unit; or (3) legislation invalidating the manner in which Agency Shop was adopted. In the event that employees in the representation unit vote to rescind Agency Shop, the provisions of Section 2.6.3 – Maintenance of Membership, shall apply to dues-paying members of the Union.

2.6.3 Maintenance of Membership

All employees who are members of AFSCME and who are tendering periodic dues through dues deductions from their paycheck, and all employees who become members of AFSCME and who tender periodic dues through dues deductions from their paycheck, shall continue to pay dues for the duration of this MOU and each subsequent MOU thereafter. For a period of one hundred and twenty to ninety (120-90) days prior to the expiration of the MOU and one hundred and twenty to ninety (120-90) days prior to the expiration of any subsequent MOU, any employee who is a member of AFSCME shall have the right to withdraw from the Union by discontinuing dues deduction.
Said withdrawal shall be communicated by the employee during that period of time in writing to the District Human Resources Manager; such written communication shall be delivered by certified mail and must be postmarked during the one hundred and twenty to ninety (120-90) day period. An employee who so withdraws from Union membership shall still be subject to the provisions of Agency Shop (Section 2.6.1 above).

An employee who is subsequently employed in a position outside of the AFSCME unit shall not be required to continue dues deduction.

2.6.4 Payroll Deduction

2.6.4.1 The Union may have the regular dues of its members within the representation unit deducted from employees’ paychecks under procedures prescribed by the District for such deductions. Dues deductions shall be made only upon signed authorization from the employee upon a form furnished by the District, and shall continue until: (1) such authorization is revoked, in writing, by the employee pursuant to the provisions of this Section 2.6; or (2) the transfer of the employee out of the representation unit.

2.6.4.2 The Union shall notify the District at least thirty (30) days in advance of any change in its dues and fees.

2.6.4.3 Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which the employees are assigned.

2.6.4.4 Employees may voluntarily elect to have contributions deducted from their paychecks under procedures prescribed by the District
for the PEOPLE Fund. Such deductions shall be made only upon signed authorization from the employee and shall continue until such authorization is revoked in writing.

2.6.4.5 If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of Union dues, agency fee, or charity fee required by this Section, no such deduction shall be made for the current pay period.

2.6.4.6 The provisions of Section 2.6.4.1 above shall not apply during periods that an employee is separated from the representation unit, but shall be reinstated upon the return of the employee to the representation unit. For the purpose of this section, the term separation includes transfer out of the representation unit, layoff, and leave of absence without pay.

2.6.5 Union Obligations

2.6.5.3 The Union shall provide the District with a copy of the Union’s Hudson Procedure for the determination and protest of its agency fees. The Union shall provide a copy of said Hudson Procedure to every agency fee payor covered by this Memorandum of Understanding and annually thereafter, and as a condition to any percentage change in the agency fee.

2.6.5.4 The Union will supply the District with deduction authorization forms and/or membership applications as well as other informational materials it wishes to be
distributed to new employees.

2.6.5.5 Annually, the Union shall provide the District with copies of the financial report which the Union annually files with the California Public Employee Relations Board, the United States Department of Labor (Form LM-3), or the Union’s balance and operating statement for the prior year. Failure to file such a report within one hundred (100) days after the end of its fiscal year shall result in the termination of all agency fee deductions without jeopardy to any employee, until such report is filed.

2.6.5.6 The Union shall refund to the District any amount paid to it in error upon presentation of supporting evidence.

2.6.6 District Obligations

2.6.6.1 Any new employees hired into positions covered by this Memorandum of Understanding shall be provided by the District and shall execute an “Employee Authorization for Payroll Deduction” form selecting one of the following: (1) Union dues; (2) agency fee; or (3) if he/she qualifies pursuant to the requirements of Section 2.6.1 (3) above, a fee equal to agency fee payable to one of three negotiated charities.

2.6.6.2 All dues, service fee and PEOPLE deductions shall be transmitted to Local 829 in an expeditious manner.

2.6.6.3 All transmittal checks shall be accompanied by documentation which denotes the employee’s name, employee ID number,
amount of deduction and member or fee payor status.

2.6.6.4 The District shall hand out agreed upon Union materials along with Agency Shop forms.

2.6.7 **Hold Harmless**

The Union shall indemnify, defend, and save the District harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Union Security section, or any action taken or not taken by the District under this Section 2.6. This includes, but is not limited to, the District’s attorney’s fees and costs.

**SECTION 3. MANAGEMENT RIGHTS**

The District has exclusive and inherent management rights with respect to matters of policy, which include among others: the exclusive right to determine the mission of the District; to set standards of service; to determine the procedures and standards for selection for employment; to direct its employees, including scheduling and assigning work, work hours and overtime; to take disciplinary action, subject to the requirements of applicable law; to establish employee performance standards and to require compliance therewith; to relieve its employees from duty because of lack of work, funds or other legitimate reasons; to maintain the efficiency of District operations; to determine the methods, means and the number and kinds of personnel by which District operations are to be conducted; to take all necessary actions to carry out its mission in emergencies; to contract out in its sole discretion; and to exercise complete control and discretion over its organization and the technology of performing its work; to determine the content of job classifications; to implement rules, regulations and directives consistent with the law and the specific provisions of this MOU. The District’s exercise of the above listed rights shall be in accordance with law and the specific provisions
of this MOU, including the provision regarding Advance Notice when applicable.

SECTION 4. UNION STEWARDS AND NEGOTIATORS

4.1 Stewards
A Steward serves as the Union representative at the workplace level, assisting unit members in interpreting and enforcing the MOU and District policies & procedures, providing representation in disciplinary matters, investigating and handling grievances, and attending meetings or hearings where matters within the scope of representation are considered during the term of the MOU. The Union may designate one (1) Steward and one (1) Alternate Steward, who performs Steward functions only in the absence or unavailability of the Steward, except by mutual agreement of the parties. A Steward may be relieved from assigned work duties by their supervisor to perform the Steward duties outlined in this section.

4.2 Negotiators
District employees who are official representatives of the Union for the purpose of meeting and conferring on a successor agreement shall be given time off with pay for such purposes. Such employee representatives shall submit written requests for excused absences to their respective supervisor, with an information copy to the Fire Chief or designee, at least five (5) calendar days prior to scheduled meetings whenever possible. The number of employees who shall be excused for such purposes shall be determined by the parties.

4.3 Notification of Stewards and Negotiators
The Union will promptly notify the District of the names of individuals designated to perform the functions outlined under 4.1 and 4.2 above. The use of official time for either purpose shall be reasonable and shall not interfere with the provision of District services as determined by the Fire Chief or designee, provided
however that the District shall not unreasonably prevent a Steward or Negotiator from fulfilling their function.

SECTION 5. SALARIES

5.1 Salary Adjustment

On January 9, 2015, the base salary steps for the following bargaining unit positions will adjust by 5%. The effect of this increase on bargaining unit salaries has been incorporated in the salary ranges contained in Exhibit A.

Administrative Assistant          Fire Prevention Coordinator
Administrative Specialist        Fleet Supervisor
Emergency Services Specialist    Mechanic
Emergency Services Coordinator

On January 9, 2016, the salary ranges contained in Exhibit A will be adjusted by 3%. The effect of this increase has been incorporated in the salary ranges contained in Exhibit B.

On January 9, 2017, the salary ranges contained in Exhibit B will be adjusted by 3%. The effect of this increase has been incorporated in the salary ranges contained in Exhibit C.

5.2 Base Salary and Salary Ranges

All employees are paid on an hourly basis. The base hourly rate is calculated before the addition of any ancillary (specialty) pay, benefits or any mandatory or voluntary deductions. The base hourly rate for a classification is determined by dividing the annual salary for the classification by 2080 hours.

Each classification in this bargaining unit shall have a five (5) step salary range, with five percent (5%) between each of the salary steps in that range. This five percent difference will be determined by applying a top down calculation which begins by determining the top step for each salary range and subtracting 5% to determine the value of the next lower step. An employee’s advancement through the salary steps is not automatic and shall
require a rating on their last annual evaluation of Meets Standards or above.

5.3 Pay Practices and Timing

5.3.1 Work Week for Pay Purposes

The work week begins at 12:01 a.m. on Sunday and ends Saturday at 12:00 midnight.

5.3.2 Pay Days

Employees are paid semi-monthly, once no later than the fifteenth (15th) of the month and once no later than the last day of the month.

Checks received on the fifteenth of the month are intended to compensate employees for hours worked from the 24th of the prior month through the 8th of the current month. Checks received on the last day of the month will be for the period from the 9th of the current month through the 23rd of the current month.

In the event that the District and IAFF agree to bi-weekly pay days, the parties agree that Union members will also be paid on the same bi-weekly basis as that negotiated with IAFF.

5.3.3 Timing of Compensation Adjustments

The date of changes to compensation will be effective the first day of the payroll period following the date of final approval as granted by the Board or the Fire Chief, as appropriate. Exceptions to effective dates of change require approval by the Fire Chief.

5.4 Entrance Salary

The entrance salary for a new employee entering the District service shall be the minimum salary for the class to which he/she is appointed. Exceptions to this provision may be made at the
sole discretion of the Fire Chief or his/her designee and are not subject to the grievance procedure.

5.5 **Permanent/Probationary Employee Salary Advancement**

Permanent employees serving in regular established positions shall be advanced to the next higher salary step for their respective classifications after successful completion and satisfactory service in each of the salary steps for the classification until the top of the range is reached. Advancements are not automatic, but are based on possession of a rating on their last annual evaluation of Meets Standards or above, and where that is the case, the employee shall move to the next step within range at the beginning of the pay period following their anniversary date. Employees may not advance more than one step in a twelve (12) month period of time.

5.5.1 – **Employee Anniversary Date**

An employee’s anniversary date for purposes of evaluations, salary movement within range, and advancement in annual leave accrual rate shall be the first date of actual employment with the District, which shall be adjusted to the date of promotion or adjustment in classification thereafter.

5.6 **Salary Step when Salary Range is Increased**

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the step held by him/her in the previous range.

5.7 **Salary Step After Promotion or Demotion**

5.7.1 **Salary Step After Promotion**

When an employee is promoted from a position in one
class to a position in a higher class, his/her salary shall be adjusted to the first step on the salary schedule for the higher classification that is at least 5% greater than the employee’s salary before the promotion, except that under no circumstance shall the employee receive a salary that is greater than the range for the higher position.

5.7.2. **Salary Step After Demotion**

When an employee is demoted, whether such demotion is voluntary or otherwise, that employee’s compensation shall be adjusted to the salary prescribed for the class to which he/she is demoted. The specific rate of pay within the range shall be determined by the Fire Chief or his/her designee, whose decision shall be final; provided, however, that the employee’s step on the salary schedule for the demoted position shall not be set at a step that is lower than the step held by the employee before the promotion.

5.8 **Specialty Pays**

5.8.1 **Generally**

Unit employees may be eligible to receive specialty pay, based upon job classification. The criteria for receiving a specialty pay, the amount of such pay, and whether such pay will be included in an employee’s regular rate of pay for overtime purposes or included in reportable earnings for retirement purposes varies as specified below. Exhibit D contains a list of bargaining unit positions and the specialty pays available to each position.

Under no circumstance shall the combined total of specialty pays received by an employee exceed fifteen percent (15%) of the employee’s base rate of pay. There is no compounding of multiple categories of specialty pay to increase an employee’s base rate of pay.
5.8.2 Career Development Pay

As set forth in Exhibit D bargaining unit employees may may be eligible to receive career development pay. The amount of career development pay earned by an employee varies based on the certificate or degree held by the individual.

5.8.2.1 Rate of Pay

Eligible employees who possess either an Associate’s degree or a position-appropriate certification that is not required by their position may receive career development pay that is equal to 2.5% of their base hourly rate. The maximum career development pay that an employee can receive for either an Associate’s degree or a position-appropriate certification is 2.5% of the employee’s base hourly rate.

Eligible employees who possess a Bachelor’s degree from an accredited university that is not required by their position may receive career development pay that is equal to 5% of their base hourly rate. The maximum career development pay that an employee with a Bachelor’s degree can receive is 5% of the employee’s base hourly rate.

Any career development pay earned by an employee will be included when calculating the employee’s regular rate of pay for purposes of overtime. In addition, to the extent permitted by CalPERS, any career development pay earned by an employee will be reported as compensation for purposes of pension benefits.

5.8.2.2 Eligibility Requirements

In order to be eligible to receive career development pay, the employee’s degree or certificate must be one that: (1) is not required by the employee’s position;
and (2) contributes value and/or enhances the employee’s ability to do his/her current job.

5.8.2.3 Requests for Career Development Pay

Employees requesting career development pay are required to submit requests for such pay to the Human Resources Manager. Requests must include:

(1) A copy of the degree or certificate upon which the request is based; and
(2) A brief statement from the employee describing the relatedness and advantage of the degree, certificate or license to the performance of his/her duties.

The relatedness of the degree, certification or license shall be determined by the Human Resources Manager or designee. An employee may appeal the denial of a request for career development pay to the Fire Chief, whose decision shall be final.

5.8.3 Notary Public Pay

5.8.3.1 Notary Public 1 Pay

Employees who are employed in positions that are not routinely relied upon for ongoing notary services may be eligible to receive Notary Public 1 Pay. If such an employee is called upon to notarize a document, he or she shall receive pay in the amount of $10.00 for each notarized document. In order to receive pay under this section, the employee must possess a valid notary public certification from the State of California.

Any Notary Public 1 Pay earned by an employee will not be included when calculating the employee’s regular rate of pay for purposes of overtime. In addition, Notary Public 1 Pay will not be reported as compensation for purposes of pension benefits.
5.8.4.2  **Notary Public 2 Pay**

Employees in positions that are routinely relied upon for ongoing notary services may be eligible to receive Notary Public 2 Pay. Eligible employees are required to obtain and maintain a valid notary public certification from the State of California and to be available to perform notary services for the District during their working hours. Notary Public Pay 2 shall be equal to 2.5% of the employee’s base rate of pay.

Any Notary Public 2 Pay earned by an employee will be included when calculating the employee’s regular rate of pay for purposes of overtime. In addition, to the extent permitted by CalPERS, any Notary Public Pay 2 pay earned by an employee will be reported as compensation for purposes of pension benefits.

5.9.4  **Work Out of Classification Pay**

Work Out of Classification pay shall be paid to an employee who has been assigned in writing by the Fire Chief to temporarily perform the duties of a higher level or upgraded position for a period of not less than forty (40) hours in four (4) consecutive work days.

Work Out of Classification Pay shall continue during any transition period in which the employee is expected to provide significant (which may mean 10-20 hours a week) training to the individual permanently appointed to the higher level or upgraded position.

Work Out of Classification pay shall be 10% of the employee’s base rate of pay for each hour of out of classification work performed.

Any Out of Classification pay earned by an employee will be included when calculating the employee’s regular rate of pay for purposes of overtime. In addition, to the extent permitted by CalPERS, any Out of Classification pay earned
by an employee will be reported as compensation for purposes of pension benefits.

5.10 Residency Stipend

In the interest of supporting employees who choose to live in close proximity to the District for faster response in an emergency, the District will provide all unit members who live within a 30 mile radius of 170 Middlefield Road, Menlo Park, CA 94025 the following benefit:

- Effective 1/09/2015 $100 month stipend
- Effective 1/09/2016 $200 month stipend
- Effective 1/09/2017 $250 month stipend

Such stipend will not be included when calculating the employee’s regular rate of pay for overtime pay, and will not be reported as compensation for purposes of pension benefits.

SECTION 6. DAYS AND HOURS OF WORK

6.1 Hours of Work

Full-time employees are regularly scheduled to work a four-ten schedule or 40 hours per workweek. Employee schedules may vary based on assignment. Employees may be permitted to work an alternative schedule, subject to the approval of the Fire Chief or designee.

6.2 Meal Periods

All unit employees that are regularly scheduled to work six (6) hours or more per day are required by the District to take a non-compensable meal period of thirty (30) minutes. Employees are not required to remain onsite during meal periods. Meal periods may not be waived or used to adjust scheduled work hours.

6.3 Annual Office Closure

District Administration offices and the US&R offices shall be closed on those regular business days between the Christmas holiday
and New Years Day. The District shall provide notice to the Union no later than October 1 each year of the dates for the annual office closure. Employees are required to use either floating holiday hours or accrued paid annual leave hours during this closure. Employees who do not have any floating holiday hours or accrued annual leave will be placed on unpaid leave during this period.

SECTION 7. OVERTIME

7.1 **Overtime Pay**

Overtime pay shall be paid on all hours an employee is required to work in excess of forty (40) hours in the workweek. In determining if an employee has worked 40 hours, the District will include only those hours actually worked and any hours paid for a recognized holiday, provided that floating holiday hours shall not be included.

Overtime pay shall be calculated at one and one half (1½) times the employee’s regular rate of pay. As used in this section, the term “regular rate of pay” shall be as determined under the requirements of the Fair Labor Standards Act.

7.2 **Call Back Overtime**

When an employee is called back to work by the Fire Chief or immediate supervisor (a) on the employee’s scheduled day off, or (b) after the employee has completed his/her regular shift and has left his/her assigned work location, the District shall pay the employee a minimum of two (2) hours of pay at the time and a half rate of pay.

7.3 **Compensatory Time Off**

Bargaining unit employees are eligible to receive earned overtime in the form of compensatory time off upon request with the approval of the Fire Chief or his/her designee. The maximum allowable hours that may be contained in an employee’s compensatory time off bank is 40 hours. Such bank may also
include, upon the employee’s request with the approval of the Fire Chief or his/her designee, banked straight time hours worked in excess of a part-time employee’s regular schedule, but less than 40 in a workweek.

7.4 **Disaster or Emergency Situations**

7.4.1. **Definitions**

The following definitions shall apply only to the provisions of this Section 7.4.

7.4.1.1 **Regular Business Hours**

The phrase “regular business hours” as used in this Section refers to those hours between 7:00 a.m. and 6:00 p.m., Monday through Thursday, except that the term “regular business hours” as applied to the Fleet Supervisor shall mean those hours between 8:00 a.m. and 7:00 p.m., Tuesday through Friday.

7.4.1.2 **Locally Declared Disaster**

The phrase “locally declared” or “locally declared disaster” refers to an actual or potential disaster or emergency situation as declared by a local public agency served by the District.

7.4.1.3 **State Declared Disaster**

The phrase “State declared” or “State declared disaster” refers to an actual or potential disaster or emergency situation as declared by the Governor or under State law.

7.4.1.4 **Federally Declared Disaster**

The phrase “federally declared” or “federally declared disaster” refers to an actual or potential disaster or emergency situation as declared by the President of the United States or under federal law.
7.4.2  **Work Performed Beyond Regular Business Hours**

An employee ordered to work by the Fire Chief, or designee, in response to a locally declared, State declared, or federally declared disaster will be compensated at the overtime rate of pay for every hour worked outside of regular business hours.

In no event shall an employee receive less than two (2) hours of overtime compensation for work performed following receipt of an order which would require the employee to return to work during hours that are beyond the employee’s regular business hours.

7.4.3  **Work Performed During Regular Business Hours**

An employee ordered to work by the Fire Chief, or designee in response to a locally declared, State declared, or federally declared disaster will be compensated at his or her regular rate of pay for every hour worked during regular business hours, except where an employee has qualified for overtime under Section 7.1 above. If an employee is required to work under this section on days which also constitute a District recognized holiday, he or she will receive an additional hour of pay at his or her regular rate of pay for every hour worked during regular business hours on the holiday.

7.4.4  **Compensatory Time Off**

Compensation provided under the terms of this Section 7.4 cannot be taken in the form of compensatory time off.
SECTION 8. HOLIDAYS

8.1 Recognized Holidays

The following are recognized as District paid holidays for bargaining unit employees:

New Year’s Day
Martin Luther King Jr. Day
President’s Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Day Before Thanksgiving Day
Thanksgiving Day
Christmas Day
Day After Christmas

8.2 Observance

In the event that a holiday is observed on an employee’s regularly scheduled day off, the employee will be permitted to observe the holiday on the regularly scheduled work day which immediately precedes or succeeds the holiday.

A Friday or Saturday holiday shall be observed on the previous Thursday. A Sunday holiday shall be observed on the following Monday.

If a District paid holiday falls during the employee’s scheduled vacation, the holiday will not be counted as vacation taken.

In order to receive holiday pay, an employee must be in paid status on the day immediately preceding and immediately following the date on which the holiday is observed. The number of hours that an employee will receive in holiday pay will be the same as the number of hours that the employee would have regularly worked if not for the holiday. If an employee is on a paid leave of absence when the holiday is observed, the number of hours that the employee will receive in holiday pay will equal the number of hours in which the employee was in paid status on the days immediately preceding and succeeding the holiday. An employee who separates or commences an unpaid leave of
absence on the last scheduled workday preceding a holiday will not receive holiday pay.

8.3 **Floating Holidays**

In addition to the recognized holidays identified in Section 8.1, each employee shall be granted equivalent to two workdays worth of floating holiday hours per year on July 1. The number of floating holiday hours granted shall be equal to the employee’s full-time equivalency on July 1. Any employee hired after July 1, shall receive floating holiday hours in proportion to the percentage of the fiscal year remaining to be worked. Once granted, the number of hours shall remain available for the employee’s use during the year. Floating holidays can be taken at any time upon approval of the employee’s supervisor. No employee may have more than the equivalent of 2 days worth of floating holiday hours at any time. Any unused floating holiday hours on June 30 will be forfeited. Floating holidays do not carry over from year to year.

8.4 **Work On a Holiday**

An employee who is required to work on a holiday shall receive, in addition to pay for the holiday, pay at the employee’s regular hourly rate for all such hours worked.

**SECTION 9. ANNUAL LEAVE / PAID TIME OFF (PTO)**

9.1 **Annual Leave Program**

Annual leave is a comprehensive program that provides employees with accrued paid leave to cover all time off work except holidays, jury duty, bereavement leave, military leave or where paid leave is otherwise provided in this agreement.

9.2 **Accrual**

Annual leave begins accruing upon the employee’s date of hire. The rate at which an employee accrues annual leave and the maximum amount of annual leave hours that may be accrued is
determined by an employee’s length of service and full-time equivalency. Full-time employees accrue annual leave as follows:

<table>
<thead>
<tr>
<th>Uninterrupted Full Service Years (Months)</th>
<th>Monthly Accrual (Hours)</th>
<th>Annualized Accrual (Hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOH – 3 (0-36 months)</td>
<td>17.00</td>
<td>204.00</td>
</tr>
<tr>
<td>4 – 9 (37-108 months)</td>
<td>21.00</td>
<td>252.00</td>
</tr>
<tr>
<td>10 – 13 (109-156 months)</td>
<td>23.00</td>
<td>278.00</td>
</tr>
<tr>
<td>14 – 18 (157 – 216 months)</td>
<td>24.00</td>
<td>288.00</td>
</tr>
<tr>
<td>19 – above (217 or more months)</td>
<td>26.00</td>
<td>312.00</td>
</tr>
</tbody>
</table>

The maximum number of annual leave hours that may be accrued by a full-time employee is 500 hours of leave.

**9.3 Cash Out of Accrued Annual Leave**

A full time employee may cash out annual leave hours accrued in excess of 320 hours upon request of the employee and approval of the Fire Chief or his/her designee. Any hours accrued in excess of 500 effective December 24 in a year will automatically be paid out no later than the end of month payroll the following January.

**9.4 Part-Time Employees**

For part-time employees the annual leave hours accrued at each service increment, the maximum hours that may be accrued, the number of accrued hours required to qualify for cashout, and the accrued hours at which automatic cashout will occur shall all be pro-rated, based on the employee’s full time equivalency.

**9.5 Annual Leave at Termination**

Upon separation from employment, an employee shall receive payment for any annual leave accrued but not taken. Such compensation for accrued and unused annual leave shall be paid to the employee in one lump sum.
9.6 **Usage**

The terms and conditions for usage of annual leave shall be as follows:

1. **Scheduled Usage** - Annual leave hours used for an employee absence on a day pre-approved by the employee’s supervisor.

2. **Unscheduled Usage** - Annual leave hours used for an employee absence because of his/her own illness or injury or because of the illness of a member of the employee’s immediate family requiring the care or attendance of the employee.

**SECTION 10. LEAVES OF ABSENCE**

The provisions of this section shall be read and administered in accordance with applicable provisions of state and federal statutes, regulations and decisional law (hereafter referred to as governing law) pertaining to family, pregnancy, disability and military leave rights. To the extent provisions of this section conflict with the governing law and the conflict results in a more favorable benefit for the employee, the governing law will take precedence. Otherwise, the provisions of this Section shall govern. If, during the term of this agreement, judicial, legislative, or regulatory changes to the governing law invalidate provisions of this section, the parties shall, as soon as it can be mutually arranged, meet and confer to address the impact of the invalidated provisions on existing terms and conditions of employment.

**10.1. Family Care and Medical Leave**

The District employees may be eligible to receive a leave of absence under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). In order to receive FMLA and CFRA leave, employees must be employed with the District for at least one year and must have actually worked at least 1,250 hours.
in the one year immediately preceding the leave.

Eligible employees may receive up to 12 weeks of unpaid leave for the following purposes: (1) to care for their own serious health condition, as determined under the FMLA and the CFRA; (2) to care for the serious health condition of a parent, child, spouse, or registered domestic partner; and (3) to bond with the employee’s a new born child; or (4) to bond with a child placed in the employee’s home through adoption or foster care. Eligible employees may receive up to 26 weeks of unpaid leave to care for an injured service member, as defined under the FMLA.

The administration of any FMLA or CFRA leave provided for under this provision shall be in accordance with the provisions of the FMLA and the CFRA. Leave provided under this provision may run concurrently with other leaves provided under this agreement. Additional information regarding available leave benefits is set forth in the District’s Family Care and Medical Leave Policy.

10.2 Pregnancy Disability Leave
The District shall provide eligible employees with leave in accordance with the provisions of the California Pregnancy Disability Leave Law. Eligible employees may receive up to four months of unpaid leave when they are disabled due to pregnancy. During Pregnancy Disability Leave an employee shall be entitled to continue to receive the District’s flexible benefits program contribution amount. The administration of any leave under this provision shall be in accordance with the provisions of the Pregnancy Disability Leave Law. Additional information regarding available leave benefits is set forth in the District’s Family Care and Medical Leave Policy.

10.3 Worker’s Compensation Leave
Worker’s compensation leave is absence from duty granted because of a disability caused by illness or injury arising out of and in the course of the individual’s employment. Worker’s
compensation leave shall be in accordance with the provisions of the workers’ compensation laws of the State of California.

The District will attempt to provide modified duty assignments for employees who are unable to perform their regular duties due to a work-related illness or injury. Modified duty assignments will be determined in accordance with the employee’s medical restrictions, the needs of the District and the District’s Modified Duty Assignment Policy.

10.4 Integration

Employees shall timely apply for Worker’s Compensation Temporary Disability benefits, State Disability benefits, and/or State Disability Family Leave benefits (referred to as “benefit payment”) as appropriate to the injury, illness or condition which supports the basis for any leave of absence. For any period during which an employee on an approved leave receives any benefit payments, such payments will be integrated with the employee’s use of accrued paid leaves. In no event may an employee receive more in compensation through the combination of any benefit payments received and any paid time off received in cash than the employee would have received in regular compensation if not for the absence.

In the event that there is a delay in the issuance of any benefit payment, the employee is required to notify the District. Should an employee receive a retroactive benefit payment, which when combined with the paid time off hours provided to the employee for the period of the retroactive payment would result in the employee receiving more than he or she would have received in regular compensation, the employee shall provide a photocopy of any retroactive benefit payment check to the District. The amount of any retroactive benefit payment will be divided by the employee’s rate of pay, including any specialty pays. The resulting number of hours shall be credited to the employee for purposes of District payment toward medical premiums only for any period of that leave which exceeds the District’s obligation to
provide paid health care benefits under the FMLA/CFRA, and for which District payment is not already being made.

10.5  Leave Without Pay

This section shall cover leaves of absence without pay which are in excess of or not covered by leaves provided in sections 10.1 through 10.3 and 10.6 through 10.11, inclusive.

10.5.1. Request for Leave

Upon written request a leave of absence without pay may be granted to any employee for a period of time not to exceed six (6) months for education, training (which will materially benefit District services), personal or medical reasons where other leave provisions are not available or have been exhausted. An employee shall not be entitled to a leave of absence under this provision as a matter of right, but may be granted only upon the approval of the Fire Chief or designee.

A request for a leave of absence in excess of six (6) months may be considered by the Fire Chief, who will evaluate potential benefits to the District, and may grant such extended leave of absence, at the Fire Chief’s sole discretion.

10.5.2  Eligibility

To be eligible to request a leave of absence without pay, the employee must have exhausted all of his or her available accrued leave banks and must not be eligible for leave under any other provision of this agreement.

10.5.3  Effect of Leave of Absence

An employee’s seniority date will not be adjusted by the length of a leave of absence. However, the period of the leave of absence will extend the date on which the employee becomes eligible for a step increase, and the date the employee will be eligible for a change in his/her
annual leave accrual.

10.5.4 Accruals and Benefits While on Leave

A leave of absence without pay shall not be construed as a break in service or employment, and rights accrued at the time the leave is granted are retained by the employee; however, annual leave hours, increases in salary, paid holidays and other fringe benefits shall not accrue to a person granted an unpaid leave of absence during the period of such leave.

All premiums under the District's health, dental, and life insurance programs, union dues, and any other fees, charges and deductions shall be the responsibility of the employee while on an unpaid leave of absence.

10.5.5. Return from Leave

The supervisor of an employee returning from a leave of absence shall promptly notify the Human Resources Manager of the return of the employee from an official leave of absence. An employee returning from a leave of absence may be required to provide medical documentation indicating the employee's fitness to return.

If an employee requests to return to work prior to the scheduled end of their leave, the employee must request approval from the Deputy Chief or designee at least five (5) days prior to the date of returning to work. The Deputy Chief or designee may request substantiating evidence (i.e. medical examination, doctor's written release, etc.). If the Deputy Chief or designee does not grant the request the employee may appeal the decision to the Fire Chief.

Upon return from an authorized leave of absence and after providing all required documents, the employee on leave will be returned to the position he/she vacated or to a comparable position if the former position is not available.
10.5.6. **Filling of Vacancy Related to Leave**

When a regular position is vacant due to an official leave of absence, the position may be filled for the length of that leave, and any extension thereof. Any person not a regular employee filling such position shall be a temporary employee.

10.6 **Military Leave**

Military leave shall be granted in accordance with Section 395 of the Military and Veterans Code and the Uniformed Services Employment and Reemployment Rights Act, 38 U.S. C. section 4301 et seq.

10.7 **Bereavement Leave**

In the event of a death in the employee’s immediate family, the District will grant up to four work days off with pay to handle family affairs and attend the service; these days shall be consecutive unless the Fire Chief or his/her designee approves otherwise. For the purpose of this Section 10.7, immediate family means: spouse, registered domestic partner, child (including step or foster child), mother or father (including step-, foster-, grand- and –in-law), brother or sister.

In the event of the death of a member of an employee’s family other than an immediate family member as defined in this section, a leave of absence with pay of one (1) day shall be granted.

If an employee needs to use bereavement leave, they must notify their supervisor to get permission.

If additional time is necessary, it must be requested by the employee and may be granted subject to the approval of the Fire Chief or designee, whose decision shall be final. If such additional time is granted, it shall be deducted from the employee’s annual leave bank; provided, however, that if the employee has no accrued and unused annual leave hours available such additional time off shall be granted without pay.
In special or unusual cases, when someone other than the immediate family has raised the employee, or due to unusual circumstances has a very close relationship to the employee, the Fire Chief or his/her designee may grant bereavement leave, chargeable to the employee’s annual leave balance, to permit the employee to attend the funeral or memorial services.

10.8 Court Appearances and Jury Duty

10.8.1. Jury Duty

An employee who is summoned to serve on a jury must notify his or her supervisor as soon as possible after receiving notice of both possible and actual jury service. A leave of absence with pay shall be granted by the Fire Chief or designee, to an employee who is called for jury duty. While on jury duty, any payment except travel pay, meals and lodging received by the employee as a juror shall be remitted to the District through the Fire Administration. Time spent on jury duty is not work time for purposes of calculating overtime compensation.

10.8.2. Subpoena

An employee who is subpoenaed to appear in court in a matter regarding an event or transaction which he or she perceived or investigated in the course of his or her District job duties will appear without loss of compensation. The time spent in response to a subpoena will be considered work time. Any payment except travel pay, meals, and lodging received by the employee for such service shall be remitted to the District through the Fire Administration.

10.8.3. Exception for Employee-Initiated or Non-District Related Matters

An employee who is a Plaintiff or Petitioner in an action against the District or who is a named party, a paid expert witness, or subpoenaed to appear in a matter unrelated to
the District and its activities, is not eligible to receive compensation for time spent related to those proceedings. In such cases, an employee may request to receive time off without pay, or may use accrued annual leave for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

10.9 Time Off to Vote

If an employee does not have sufficient time outside of working hours to vote in a state-wide election, the employee may take up to two hours off without loss of pay at the beginning or end of the day. Prior approval for this time off by the employee’s supervisor is required. Employees are required to provide at least two (2) working days prior notice in order to be eligible to receive benefits under this section.

10.10 School Related Leave

Any employee who is a parent, guardian or grandparent having custody of one or more children in kindergarten or grades 1 through 12 or attending a licensed day care facility shall be allowed up to forty (40) hours each school year, not to exceed eight (8) hours in any calendar month of the school year, without pay, to participate in activities of the school of their child. Such employee must provide reasonable advance notice of the planned absence.

The employee may be required to use accrued annual leave to cover the absence. The District may require the employee to provide documentation from the school as verification that the employee participated in school activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody work for the District at the same work site, only the first parent requesting leave shall be entitled to leave under this provision.

10.11 Absence Without Authorized Leave

Unless the employee provides sufficient justification as determined
by the Fire Chief or designee, any employee who is absent for three consecutive working days without being on annual leave or an authorized leave of absence or who fails to return following the expiration of an authorized leave of absence shall be considered as having automatically and voluntarily resigned his or her employment with the District. Nothing in this section shall limit the District’s authority to discipline or dismiss an employee due to an unauthorized absence. A resignation processed pursuant to this Section will be conducted in accordance with applicable law, including providing the employee with notice of the District’s intent to process a resignation under this provision and opportunity to be heard before such resignation is deemed final. However, an employee who is separated under this rule is not entitled to a disciplinary appeal under any other section of the District’s rules.

10.12 Coordination with Paid Leave Hours

An employee who needs a leave of absence that exceeds the types and/or periods of leave provided for above and who continues to have accrued and unused paid leave hours will be permitted to use their accrued paid hours in accordance with the relevant section of this agreement.

SECTION 11. EVALUATIONS

11.1 Purpose

Evaluating employee performance is one of the most important responsibilities of a manager or supervisor. Evaluations provide a framework for setting and accomplishing organizational and individual goals and objectives. An effective evaluation process lets employees know what is expected of them, how they are performing, and how they can improve and/or take advantage of growth and career opportunities. This is particularly true when the employee is on probation, forming the basis for their future work habits and relationships.
11.2 Evaluation Procedure

The following guidelines should be followed in the performance evaluation process:

11.2.1 General

Each supervisor is responsible to set and communicate clear performance standards for his or her subordinates at the beginning of, and throughout, the review period. Feedback on employee performance is a continual process throughout the year and needs to be given as recognition for achievements or when the employee is having difficulty meeting performance standards or objectives.

11.2.2 Formal Evaluation

On a regular basis (see Section 11.3 below), each supervisor is responsible to conduct formal performance evaluations with each subordinate employee summarizing past discussions and setting performance goals.

11.2.2.1 Working Draft

Since the performance appraisal conference is a cooperative effort between supervisor and employee, the evaluation form should initially be done as a draft. This provides an opportunity for the employee to assess the draft, reflect on his/her performance, and review the draft performance objectives to be discussed at the conference.

11.2.2.2 Employee Response

Employees should be given 14 calendar days from the date the draft evaluation form is given to or discussed with the employee to comment and/or respond to the evaluation content and process, either in discussion with the supervisor or in writing.
11.2.2.3 Final Evaluation

At the end of the 14 calendar day draft period, and after considering the employee’s comments and suggestions, the supervisor will issue the final evaluation, incorporating any changes he/she feels are warranted.

11.3 Timing of Evaluations

It is particularly important that reports be done in a timely manner, particularly with probationary employees for whom timely information is part of assuring every opportunity for successful completion of their probationary period.

Newly hired employees will be evaluated at least quarterly (90 days) during the initial year.

Incumbent employees will be evaluated on an annual basis on the employee’s anniversary date, as defined in Section 5.6.1. An employee will complete a self-rating in advance of their annual evaluation review with his or her supervisor. An employee should receive a mid-year review, and a final appraisal after the completion of each year (from the anniversary date) in a position.

A special performance evaluation/performance improvement plan may be instituted when, in the supervisor’s judgment, the employee’s performance requires immediate improvement.

The Fire Chief or designee will maintain a system to assist supervisors in completing performance evaluations on time.

11.4 Performance Appraisal Form and Guide

A copy of the employee performance appraisal form and guide may be obtained from Human Resources.

11.5 Employee Signature

Upon issuance of the final evaluation form, the employee will be asked to acknowledge it by signing the form. He or she will then
be given a copy of the signed evaluation form. If the employee does not agree with the evaluation, he or she should be encouraged to submit a rebuttal which will be included with the evaluation form and placed in the employee’s personnel file. The provisions of this Section 11 are not subject to the grievance procedure.

The Self-Rating Form shall be maintained by the employee with a copy being maintained by their supervisor. The Mid-Year Review Form shall be maintained by the supervisor. The Final Appraisal Form shall be returned to Human Resources, reviewed by the Deputy Chief/Fire Chief and placed into the employee’s personnel file.

SECTION 12. HEALTH AND WELFARE COVERAGE

12.1 CalPERS Health Care Benefits

The District agrees to contract with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing employees and their dependents with access to medical insurance benefits. Unit members must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHC).

Because the availability of specific plans and benefit levels provided by CalPERS is not within the District’s control, the District’s obligations shall be limited to providing employees with those benefits described in this Section.

In the event medical insurance coverage in effect on January 9, 2015 becomes unavailable, the parties agree to meet and confer on modifying this Section to provide for an alternative group medical insurance plan.

12.2 District’s Employer Contribution for Medical Insurance Benefits

The District’s employer contribution towards medical insurance
benefits shall be the minimum contribution amount required by Government Code Section 22892. Contributions provided under this section are required only to the extent mandated by the PEMHCA.

The District will provide each eligible annuitant, as defined by the PEMHCA, with an employer contribution towards medical insurance benefits that is equal to any contribution provided to an active employee under this section 12.2.

12.3 Flexible Benefits Program

12.3.1 Cafeteria Plan

For the duration of the MOU, the District agrees to maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health and welfare benefits.

12.3.2 Flexible Benefit Allowance

The District agrees to provide a Flexible Benefit Allowance to all full-time employees eligible to participate in District sponsored health and welfare benefits. Receipt of any Flexible Benefit Allowance under this Section shall be in addition to any employer contribution that is provided under Section 12.2 above. The Flexible Benefit Allowance provided to a full-time employee shall be as follows:

For the term of this MOU the District agrees to contribute an amount equivalent to 90% of the Kaiser Bay Area family rate, however, such contribution shall not exceed the amount of $2,000 per month during the term of this MOU.

Part-time employees will receive a pro-rated contribution to the flexible benefits program.

Any Flexible Benefit Allowance provided for under this Section can only be used by an employee in accordance
with the provisions of the District’s Cafeteria Plan. Employees shall be responsible for paying any difference between the costs of selected benefits and the Flexible Benefit Allowance provided by the District.

It is understood by the parties that the matter of employee use of the flexible benefit/cafeteria plan monies provided for in this section is still under discussion, affects not just the AFSCME unit members but all District employees, and cannot be resolved before the execution of this agreement. Accordingly, notwithstanding the parties’ execution of this agreement, the parties agree that AFSCME shall be an equal party with other groups in the subsequent discussion/meet and confer process on this matter, and that any District resolution of this issue shall be applied to AFSCME unit members on terms no less favorable than applied to all other District employees.

12.4 Dental

The District shall contribute one hundred twenty-two dollars ($122.00) per month toward the employee dental plan. Part-time employees shall receive a pro-rated District contribution towards the dental plan. Benefits shall be administered by a third-party administrator. During the term of this agreement, the District shall pay any administrator fees.

12.5 Retirement Plan

12.5.1 CalPERS Pension Plan

The District contracts with CalPERS for the purpose of providing eligible bargaining unit employees with pension benefits.

All employees hired before January 1, 2013 will be entitled to a 2.7% at age 55 formula with one-year final compensation and the following options:

1. Half Continuance
2. The 1957 Survivors Benefit
3. The 1959 Survivor Benefit Termed “Indexed Level”
4. The Single Highest Year Option
5. The “Military Service Credit” Option

For all employees hired after January 1, 2013 and defined as a “new member” pursuant to California Government Code Section 7522.02 will be entitled to a 2.0% at age 62 formula with three-year final compensation.

12.5.2 Elimination of Employer Paid Member Contribution

Effective with the first payroll after ratification of this agreement, the District shall eliminate paying the full amount of the employee contribution, otherwise known as the employer paid member contribution (EPMC). Employees receiving EPMC under the prior MOU shall receive a salary increase of 8.7% effective with the first payroll following ratification of this agreement. Thereafter employees shall pay the statutory member contribution to CalPERS, currently established as 8% for “classic” members and 6.25% (half of total normal costs) for “new” members as defined under PEPRA.

12.6 Supplemental Retiree Benefits

With regard to medical benefits upon retirement, in addition to and separate from any District contribution provided to an annuitant under Section 12.2 of this MOU, a bargaining unit employee:

1) hired after 1/09/2015 shall receive a monthly District contribution of $250 into their PEHP account, currently administered by Nationwide.

2) hired prior to 1/09/2015 shall declare his/her choice, which shall be permanent, between the following options:

   a) the arrangement set forth in 1) above, which shall be in effect beginning 1/09/2015, or
b) continued coverage under a program which provides that an employee who retires from the District on or after March 18, 2003, and who has at least fifteen (15) years of service with the District shall receive a $300 monthly stipend until they qualify for Medicare coverage.

An employee who has elected this option and has at least 5 years’ continuous District service, but insufficient service to receive the $300 stipend upon retirement shall, if they are formally granted a disability retirement under CalPERS and not yet receiving Medicare benefits, receive the $300 monthly stipend for a maximum of 5 years or until the date he/she qualifies for and begins receiving Medicare benefits, whichever occurs sooner.

12.7 PEHP

The District agrees to participate in a Post Employment Health Plan (PEHP) held within a VEBA, a tax-exempt legal entity established pursuant to Internal Revenue Code Section 501(c) (9) for bargaining unit members. Participation in the plan shall be in accordance with the terms and conditions of the Plan’s Participation Agreement. As of July 1, 2009, the plan provides that fifty percent (50%) of the value of an employee’s accrued and unused leave hours which are cashed out upon separation or retirement are to be deposited in the employee’s PEHP account for the purpose of receiving tax-free reimbursements for qualified medical insurance premium expenses. The bargaining unit reserves the right to annually modify the percent of the value of any accrued and unused leave hours that are to be contributed to an employee’s PEHP account upon separation.

12.8 Flexible Spending Accounts

The District provides employees, through its payroll provider, with access to programs that allow employees to make pre-tax contributions towards: (1) qualified dependent care expenses;
and (2) qualified medical expenses. These programs shall be administered in accordance with state and federal law.

12.9 Life Insurance

The District will pay the premium for life insurance benefits for each employee. District paid life insurance benefits will provide for a minimum benefit of $25,000. Employees are solely responsible for the cost of any additional or supplemental life insurance benefit.

12.10 State Disability Insurance

All employees participate in the State Disability Insurance (SDI) Program, which provides partial income replacement in the event an employee is unable to work due to an illness or injury that occurs outside the workplace. The District pays the premium for this insurance coverage and employees are responsible for all applicable federal and state income taxes. Employees on a leave of absence who receive SDI benefits are required to coordinate their receipt of those benefits with any accrued paid time off, except that employees shall not receive more in compensation through the coordination of SDI benefits and paid time off than the employee would have received while working his or her regularly scheduled hours.

12.11 Long Term Disability

The District will provide bargaining unit members with a contribution towards the purchase of Long Term Disability (LTD) Insurance through a plan sponsored by the California State Firefighters’ Employee Welfare Benefits Corporation. The amount of the District’s contribution towards LTD benefits will be $28.25 month for the term of this agreement, and such contribution will be added to the amount of the flexible spending allowance provided to employees under Section 12.3.2 above, but shall not be considered in calculating whether the flexible benefit allowance exceeds $2000 for the term of the agreement. Participation in the LTD plan shall be mandatory for bargaining unit members, who
will be required to comply with the plan’s application process.

The District is willing to re-establish direct payroll deduction for the Long Term Disability Plan premiums and attendant CSFA dues, at such time as the Union notifies the District this is practicable and consistent with continued coverage of the bargaining unit under the plan.

SECTION 13. UNIFORM AND TOOL ALLOWANCE

13.1 Uniform Allowance

The District will provide all new employees, on a one-time basis, with four uniform shirts. Bargaining unit employees shall receive a uniform replacement and maintenance allowance per month. The amount of this allowance shall vary based on an employee’s position and full-time equivalency. Full-time employees in the classifications of Mechanic and Fleet Supervisor shall receive a uniform allowance of $75.00 per month. Full-time employees in all other bargaining unit classifications shall receive a uniform allowance of $50 per month. Part-time employees will receive a pro-rated uniform allowance. Employees receiving a uniform allowance are required to comply with the provisions of the applicable uniform policy.

Uniform allowance payments received by an employee will be reported as compensation for purposes of pension benefits for classic members only. Employees defined as new members by CalPERS shall not be entitled to have uniform allowance payments reported as compensation for purposes of pension benefits. Uniform allowance payments are not included when calculating an employee’s regular rate of pay for purposes of overtime.

13.2 Tool Allowance

The District will provide full-time employees in the classifications of Mechanic and Fleet Supervisor with a tool allowance of $200 per month for the purchase and maintenance of personal tools used to conduct District business. Tools purchased and
maintained must be of a type that is used within the scope of position job requirements. Part-time employees will receive a pro-rated tool allowance.

Tool allowance payments are not included when calculating an employee’s regular rate of pay for purposes of overtime and are not reported as compensation for purposes of pension benefits.

**SECTION 14. DISCRIMINATION**

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, disability, religion, or legitimate union activities against any employee or applicant for employment by the Union or by the District or by anyone employed by the District; and to the extent prohibited by applicable State and Federal law, there shall be no discrimination against any disabled persons solely because of such disability unless that disability prevents the persons from performing the essential job duties of the position. Complaints alleging discrimination based on legitimate union activities, shall be processed as grievances under this MOU. All other complaints of discrimination shall be processed in accordance with the District’s policy prohibiting discrimination, harassment and retaliation.

**SECTION 15. PERSONNEL FILES**

Each employee shall have the right to inspect and review his or her own official personnel and/or medical file, which is kept or maintained by the District. 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 District on the employee’s off time. With written permission from the employee, these records may also be reviewed by a Union representative.

Employees shall receive a copy of any written reprimand or warning and any other document prior to it being placed in the employee’s personnel file.
Upon receipt of a letter of reprimand or warning, which the employee feels is factually incorrect, the employee may so advise the Human Resources Manager in writing and such written response shall become a permanent part of the employee’s personnel file. A letter of reprimand or warning is not subject to the grievance procedure. A letter of reprimand or warning, and any corresponding written response, will be removed from the employee’s personnel file two (2) years after it is issued upon written request by the Union or employee.

Fire Administration may place in the employee’s personnel file any letter of appreciation and commendation that in the Fire Chief’s or his/her designee’s estimation is of outstanding merit.

SECTION 16. PROBATIONARY PERIODS

New employees shall serve a probationary period of twelve (12) months in the classification for which he or she was hired. The probationary period will commence on the first day the employee reports to work for the District. The probationary period of an employee who is absent from work, temporarily reassigned to perform in another classification, or temporarily assigned to perform modified or light duty may be extended by the same amount of time as the absence or reassignment.

Employees may be suspended or separated from the District service at any time during the probationary period without right of appeal or hearing. Actions taken under this section shall not be subject to the grievance procedure.

SECTION 17. DISCIPLINARY ACTION

17.1 General

A supervisor may discipline any employee who reports to that supervisor; provided, however, that no permanent employee may be disciplined except for cause and such discipline shall be accordance with the provisions of this section. For purposes of this Section, the term discipline means suspend, impose a
reduction in pay, demote, or dismiss.

17.2 Right to Representation

When an employee is required to meet with a supervisor or manager and reasonably anticipates such meeting will involve questioning that could lead to disciplinary action, he/she shall be entitled to representation by a Union Steward or other representative if he or she so requests. The employee shall also be entitled to Union representation at any subsequent step of a disciplinary or appeal process if he/she so requests. No representative provided under this provision shall be a person who is also subject to the same investigation.

17.3 Pre-Disciplinary Due Process

17.3.1 Notice of Proposed Disciplinary Action

Before disciplining an employee, the District shall provide the employee with written notice of any proposed disciplinary action either personally or by registered or certified mail, return receipt requested. The notice shall include:

(1) A statement of the nature and extent of the proposed disciplinary action.
(2) The effective date of the proposed disciplinary action.
(3) A statement of the causes upon which the proposed discipline is based, including a copy of any documents relied upon.
(4) A statement in ordinary and concise language of all the specific facts or omissions upon which the proposed disciplinary action is based.
(5) A statement advising the employee of his or her right to respond, either orally or in writing, to the proposed disciplinary action and of the manner and time within which said response must be given.
(6) A statement that if the employee’s response is not given in accordance with the manner and time
outlined, the employee’s right to provide a pre-disciplinary response shall be waived, and the discipline will proceed as proposed.

(7) A statement that the employee is entitled to Union representation in this matter if he/she so requests.

17.3.2 Employee Response

The affected employee may, within ten (10) business days (excluding Fridays, Saturdays, Sundays, District holidays) after receiving written notice of any proposed disciplinary action, respond to the notice of proposed disciplinary action either orally or in writing. If the employee fails to respond to the notice of proposed discipline within the time period specified, he/she will have waived the right to respond at this level and the discipline may be imposed as proposed.

17.3.3 Final Action

After considering any response from the employee, and considering any defenses or mitigating circumstances, the Deputy Fire Chief or designee will render a decision on the notice of proposed discipline. If the Deputy Fire Chief or designee imposes discipline, the employee has a right to appeal that decision as set forth in the grievance procedure, Section 18.2 of this MOU. Any decision to impose discipline will not be tolled pending resolution of the appeal.

17.4 Causes for Dismissal

Any employee may be disciplined for cause only. The following, among others, are causes which are sufficient for such action:

(1) Absence without authorized leave.
(2) Conviction of a felony or any charge which disqualifies an individual from employment, or failure to notify the District of such conviction. “Conviction” shall be construed to be a
determination of guilt of the accused by a court, including a plea of guilty or nolo contendere, regardless of sentence, grant of probation, or otherwise.

(3) Disorderly or immoral conduct.

(4) Conduct which discredits the District, the employee’s District employment, or the public service.

(5) Incompetence or inefficiency in the performance of the employee’s assigned work.

(6) Insubordination, meaning that the employee, having the ability to carry out a reasonable act when directed to do so by a supervisor or manager with authority to direct his/her activities on the job, willfully fails or neglects to perform the directed act.

(7) Discourteous or disrespectful treatment of the public, fellow employees or supervisors.

(8) Intoxication while on duty, or other violation of the District’s Drug-Free Workplace Policy.

(9) Neglect of duty.

(10) Negligent or willful damage to District property, equipment or vehicles, or waste of District supplies or equipment.

(11) Unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam related to the employee’s continued ability to perform his or her job.

(12) Dishonesty, including but not limited to: theft, misappropriation, misuse or mishandling of District funds or property, taking District equipment for personal use without permission, falsifying time records, materially misrepresenting or concealing facts or making false statements regarding one’s employment, including application for employment, promotion or appointment.

(13) Misuse of medical or disability leave for purposes
not authorized or provided for pursuant to the District’s leave policies.

(14) Excessive or unexcused absenteeism and/or tardiness.

(15) Failure to maintain any license, certificate or credential required by the minimum standards for the employee’s position, including failing to timely notify the District of any anticipated loss or lapse of such license, certificate or credential.

(16) Willful violation of any provisions of the Policies and Procedures Manual governing the Fire District and/or the provisions of this Memorandum of Understanding.

17.5 Suspension

Employees suspended from the District service shall forfeit the accrual of seniority or service time, salary, and/or other fringe benefits while on such suspension.

SECTION 18. GRIEVANCES

18.1 Grievance Defined

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 District official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. In the event that an alternative complaint procedure is applicable to an employee’s claim (e.g., harassment complaint), the grievance shall be treated as having been submitted under that alternative procedure and will be processed accordingly. Any matter addressed through an alternative procedure may not also be raised as a grievance under this section.
18.2 **Grievance Procedure**

Grievances shall be processed in the following manner:

18.2.1 **Informal Grievance**

Any employee who believes he/she has a grievance may discuss his/her complaint with his/her supervisor. If the issue is not resolved at that level, or if the employee elects to submit his/her grievance as a formal grievance and without first discussing the grievance with his/her supervisor, the following procedures must be followed. The aggrieved employee may be represented by the Union at this and any subsequent step of the grievance procedure.

18.2.2 **Formal Grievance**

No grievance shall proceed or be processed as a formal grievance which has not been timely filed or appealed under this section.

18.2.2.1 **Step 1 – Filing with Human Resources Manager**

In order to be timely filed, the grievance must be initially filed with the Human Resources Manager within ten (10) business days of the events giving rise to the grievance or within ten (10) business days of the time the grievant became aware or reasonably should have become aware of the facts giving rise to the grievance.

Any grievance involving suspension, demotion or dismissal, must be initially filed in writing with the Human Resources Manager within ten (10) business days of the time at which the affected employee was notified of such action. Any grievance regarding the payment of compensation must also be initially filed in writing at this step.
The grievance may be filed by either the aggrieved employee or an official of the Union. The grievance must state the facts supporting the grievance and the provision of the agreement violated along with a proposed remedy. The Human Resources Manager shall investigate the issues, meet with the grievant, and attempt to reach a satisfactory resolution of the grievance. If a satisfactory resolution is not reached, the Human Resources Manager will respond to the grievance in writing. Any written response will be provided within ten (10) business days of any meeting with the grievant to attempt to resolve the grievance.

18.2.2.2 **Step 2 – Referral to the Deputy Fire Chief**

In the event the grievance is unresolved after Step 1, the grievant or the Union may refer the matter to the Deputy Fire Chief. Any referral to the Deputy Fire Chief must be made within ten (10) business days after the date of any written response to the Grievance is provided under Step 1. If no written response to the grievance is provided under Step 1, the referral must be made within ten (10) business days after the timeline for providing a response under Step 1 has expired.

Upon receiving the referral, the Deputy Fire Chief shall meet with the grievant, and attempt to reach a satisfactory resolution of the grievance. If a satisfactory resolution is not reached, the Deputy Fire Chief will respond to the grievance in writing. Any written response will be provided within ten (10) business days of any meeting with the grievant to attempt to resolve the grievance.
18.2.2.3 Step 3 – Appeal to the Fire Chief

**Timeline** - In the event a grievance involving discipline is unresolved after Step 2, the grievant or the Union may refer the matter to the Fire Chief. In the event a grievance involving the interpretation or application of this MOU is unresolved after Step 2, the Union may refer the matter to the Fire Chief. Any referral to the Fire Chief must be made within ten (10) business days after the date any written response to the grievance is provided under Step 2. If no written response to the grievance is provided under Step 2, the referral must be made within ten (10) business days after the timeline for providing a response under Step 2 has expired.

**Options** - The Fire Chief may either hear the matter or, at the Union’s request, the hearing will be assigned to a hearing officer who shall be selected by the mutual agreement of the parties. The fees and expenses of the hearing officer shall be shared equally by the parties. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs if any. The decision of the hearing officer on matters properly before him/her shall be advisory to the Fire Chief.

**Decision** – If the Fire Chief has heard the matter, the Fire Chief shall render a decision within ten (10) business days of the close of the hearing process. If the hearing has been conducted by a hearing officer, the Fire Chief shall either affirm, set aside or modify the decision within ten (10) business days of receipt of the hearing officer’s decision, except that if the Fire Chief takes no action within ten (10) business days of the receipt
of the hearing officer’s decision, the decision shall become final and binding on the parties. Any decision by the Fire Chief shall be final and binding on the parties.

18.3 Compensation Payments

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 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 ninety days (90) from the date upon which the complaint was filed.

18.4 Engaging in Action Against the District

The Union, its members and representatives, agree that it, and they will not engage in any of the following concerted actions against the District: authorizing, sanctioning, or supporting 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 as determined by the Fleet Supervisor and the Duty Chief) or to perform customary duties; and neither the Union nor any representatives thereof shall engage in job action against the District for the purpose of effecting changes in the directives or decisions of management of the District, nor to effect a change of personnel or operations of management or of employees of the District not covered by this Memorandum of Understanding.

SECTION 19. OUTSIDE EMPLOYMENT

No permanent employee shall engage in any gainful employment that may constitute a conflict of interest for the employee or the
district. no emblem, badge, or other employee identification shall be used by any employee while he/she is engaged in any outside employment. the district will in no way be responsible for compensation or other benefits in the event of illness or injury incurred in connection with any outside employment.

no employee shall apply himself/herself, whatsoever, to any outside employment during his/her working hours.

no employee shall apply himself/herself, whatsoever; to any outside employment during any period of leave granted under section 10 without permission from the fire chief.

section 20. medical examinations and medical separations

20.1 medical examinations

An employee may be required to undergo a fitness for duty examination to determine whether he or she can perform the essential functions of his or her position. In the event the fire chief or designee determines there is necessity for a fitness for duty examination, the fire chief or designee shall inform the employee of the basis for that determination. An employee shall submit to such examination at any time during such employee’s employment. The district may require that the examination be conducted by a physician selected by the district. If the district required that the examination be conducted by a physician selected by the district, the full cost of the examination shall be borne by the district.

20.2 medical separations

In the event that it is determined that an employee is medically unable to perform the essential functions of his or her position and it is determined that there is no reasonable accommodation which would enable that employee to perform the essential functions of his or her position, that employee may be medically separated from employment with the district. The district will
provide the employee with notice of its intent to medically separate the employee. The employee will be given the opportunity to respond, either orally or in writing, to any notice of intent before a final determination is made by the Deputy Fire Chief or designee. If the Deputy Fire Chief or designee determines that a medical separation is appropriate, the employee has a right to appeal that decision as set forth in the grievance procedure, Section 18.2 of this MOU. Any decision to medically separate an employee will not be tolled pending resolution of the appeal. Medical separations will be identified in an employee’s personnel file as such.

SECTION 21.  LAYOFFS

21.1  Generally

Whenever in the judgment of the District, one or more positions are to be eliminated for reasons of lack of work, lack of funds, reorganization, or other reasons of economy, efficiency or lack of need, an employee filling such a position may be laid off.

Before employees are laid off, the District will explore reasonable possibilities for reassignment, and will meet with the Union to discuss potential alternatives to job loss.

21.2  Notice of Layoff

The District will give at least thirty (30) days advanced written notice to employees to be laid off, unless a shorter period of time is authorized by the Board of Directors.

21.3  Order of Layoff

Employees will be laid off in the inverse order of their seniority. Within each class, employees will be laid off in the following order:

(1) Extra help or seasonal.
(2) Temporary – a temporary employee who is displaced may revert to the classification in which he/she holds permanent
status, if any.
(3) Provisional.
(4) Probationary.
(5) Regular.

In cases where there are two or more employees in the classification from which the layoff is to be made who have the same seniority date, such employees will be laid off on the basis of the last evaluation rating in the class, providing such rating has been on file at least ninety (90) days and no more than twelve (12) months prior to lay off, as follows:

First, all employees having ratings of less than Meets Standards; second, all employees having ratings of Meets Standards; third, all employees having ratings of Exceeds Standards.

21.4. **Seniority**

In a reduction of forces, the employee in an affected classification with the shortest length of District services shall be the first employee laid off and in rehiring the last employee laid off shall be the first employee rehired, provided, however, that the employee retained or rehired is capable, in the estimation of the Fire Chief, to perform the work required.

21.5 **Calculation of Seniority**

The following will be included in computing an employee’s length of service with the District:

(1) Time worked in a permanent or probationary status; and
(2) Time spent on an authorized leave of absence pursuant to Section 10 of this agreement, except for time spent on leave under Section 10.5.

The following days will not be included in computing an employee’s length of service:

(1) Time worked in an extra help, provisional, temporary, or seasonal status;
(2) Time spent on a leave of absence under Section 10.5;
21.6 **Employee Options**

A regular employee who has been notified that he/she will be laid off from his/her current position shall have the following options:

(1) Displacing a District employee with less District service in a parallel or lower classification in which the employee held prior permanent or probationary status ("bumping"). For purposes of this section, parallel shall mean a class with a current wage range equal to or no more than 2.5% higher than the wage range of the classification from which the employee is being laid off. If an employee has not held status in a parallel or lower classification, then no displacement rights accrue to that individual. All employees must exercise displacement privileges within five (5) working days after receipt of the Notice of Layoff, by written notice to the Human Resources Manager. If this choice is not exercised within the specified time period, it is automatically forfeited. The employee exercising the displacement privilege will displace employees in lower classifications in the inverse order of seniority. Employees who displace other employees will be paid at the rate for the lower classification.

(2) If an employee has not held status in a lower classification, or if such lower classification is occupied by a more senior employee, the employee shall be entitled to fill a vacant position in another District classification, provided he/she possesses the necessary skills and fitness for that position as determined by the Fire Chief or designee. An employee who is transferred to a vacant position will be paid at the rate of the position. Any employee who does not accept a transfer within five (5) working days after a Notice of Transfer is given, will have automatically forfeited the ability to transfer.

(3) Accepting layoff
21.7 **Re-Employment Eligible Lists**

The names of employees laid off shall be placed on Re-employment Eligible Lists as hereinafter specified:

a. The Re-Employment Eligible List for the class from which the employee was laid off.
b. The Re-Employment Eligible List for any parallel or lower class in which the employee held permanent status.
c. The Re-Employment Eligible List for any lower class for which the employee has the necessary skills and fitness.

Former employees appointed from a Re-Employment Eligible List shall be restored all rights and benefits to which they were entitled at the time of layoff, except that re-employed employees shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off.

An employee who is reinstated to a position held at the time of layoff will be reinstated to the salary range and step held at the time of layoff. An employee who is reinstated to a lower position (whether previously held or not) will be reinstated to the range for the lower class at a step determined by the Fire Chief. A reinstated employee who has not completed a probationary period for the reinstated position will be required to complete the probationary period for the position.

The Re-Employment Eligible List shall consist of the names of employees and former employees having probationary or permanent status, and who were laid off. The rank order on such list shall be determined by relative seniority as calculated pursuant to Section 21.5. Such list shall take precedence over all other eligible lists in making appointments to the classification in which the list applies.

Such names will remain thereon for a period of two (2) years unless such persons are sooner re-employed. As a vacancy within
the classification becomes available, the name appearing at the top of the list will be selected to fill the vacancy. An employee who is selected from the list to fill the vacancy, who refuses the assignment, will be removed from the list without right of appeal. It shall be the employee’s responsibility at all times to advise the District as to the employee’s current address.

In the event the Fire Chief determines there is a necessity for a medical examination or other qualifying examination, for an employee appointed from a Re-Employment Eligible List, that employee shall submit to any such examination or examinations. Cost of such examination or examinations shall be borne by the District.

21.7 **Accrual of Benefits During Layoff**

Employees shall not accrue any benefits during the period of time they are on layoff.

**SECTION 22. SEPARABILITY OF PROVISIONS**

In the event 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 any provision found illegal or unenforceable.

**SECTION 23. PAST PRACTICES**

23.1 **Continuance of Working Conditions**

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the Board of Directors are not guaranteed by this Memorandum of Understanding.
SECTION 24. TERM

This Memorandum of Understanding shall remain in effect for those employees employed in classifications which comprise the AFSCME bargaining unit for the period of January 9, 2015 through January 8, 2018.

SIGNATURES:

For AFSCME, Local 829

Linda Gregory, Business Agent

Amy Kraska, Steward
Senior Management Analyst

DATED: February 2, 2015

For MENLO PARK FIRE DISTRICT

Harold Schapelhouman, Fire Chief

Jenny Esquivel, Human Resources Manager

DATED: February 2, 2015
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**EXHIBIT A**

**SALARY SCHEDULE - EFFECTIVE JANUARY 9, 2015, cont’d**

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Step Increase: 5.0% for each step

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Step Increase: 5.0% for each step

**Month**

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**SALARY SCHEDULE - EFFECTIVE JANUARY 9, 2017, cont’d**

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EXHIBIT D
SPECIALITY PAYS AND ALLOWANCES

Employees in the classifications identified below may be eligible to receive only those types of specialty pay and allowances which correspond with their position. In order to receive any specialty pay or allowance, an employee must satisfy any eligibility criteria or pre-requisite associated with that item of pay. Classifications are eligible for specialty pays and/or allowances as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Available Specialty Pay/Allowance</th>
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<tbody>
<tr>
<td>Administrative Analyst</td>
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<td>Uniform Allowance</td>
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<td>Work Out of Classification Pay</td>
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<td></td>
<td>Uniform Allowance</td>
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<td>Work Out of Classification Pay</td>
</tr>
<tr>
<td>Administrative Specialist</td>
<td>Career Development Pay</td>
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<tr>
<td></td>
<td>Uniform Allowance</td>
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<tr>
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<tr>
<td>Emergency Services Specialist</td>
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<td>Uniform Allowance</td>
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<td>Logistics Specialist</td>
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SUPPLEMENTAL MATERIALS

The following pages contain relevant District policies applicable to this bargaining unit. These policies are not part of the Memorandum of Understanding and as of 1/2015 are currently under review.
MENLO PARK FIRE DISTRICT
FAMILY CARE AND MEDICAL LEAVE POLICY
Policy covering leaves under the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and the Pregnancy Disability Leave Law (PDLL)

I. Statement of Policy
The Menlo Park Fire District shall comply with the requirements of the Federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and the Pregnancy Disability Leave Law (PDLL) as required by law. The following provisions set forth certain rights and obligations with respect to FMLA and/or CFRA leave. Should any provision below conflict with, or provide lesser protection than, the Department of Labor regulations implementing the FMLA or the Fair Employment and Housing Commission regulations implementing the CFRA and Pregnancy Disability Leave Law, those regulations shall prevail. Rights and obligations which are not specifically set forth below are set forth in the DOL regulations implementing the FMLA and the FEHC regulations implementing the CFRA and PDLL. Unless otherwise provided in this section, “Leave” under this Policy shall mean leave pursuant to the FMLA and CFRA.

II. Definitions
1. “12-month period” means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
2. “Child” means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self care because of a mental or physical disability. An employee’s child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child.

A child is “incapable of self-care” if he/she requires active assistance or supervision to provide daily self care in three or
more of the activities of daily living or instrumental activities of daily living, such as care for grooming and hygiene, bathing, dressing, eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, and using telephones.

3. “Parent” means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.

4. “Spouse” means a husband or wife as defined or recognized under California State law for purposes of marriage.

5. “Domestic partner” means registered domestic partner as defined by Family Code Sections 297 and 299.3, and shall have the same meaning as “spouse” for purposes of CFRA leave.

6. “Serious Health Condition” means an illness, injury, impairment, or physical or mental condition that involves:

   a. Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery thereafter), or any subsequent treatment in connection with such inpatient care; or

   b. Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

      1. A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:

         A. Treatment two or more times by a health care
provider, by a nurse or physician’s assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under order or, or on referral by a health care provider; or

B. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.

2. Any period of incapacity due to pregnancy or for prenatal care. (This entitles the employee to FMLA leave, but not CFRA leave. An employee disabled by pregnancy is entitled to Pregnancy Disability leave discussed in section XII below.)

3. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

A. Requires periodic visits for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;

B. Continues over an extended period of time (including recurring episodes of a single underlying condition); and

C. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.

4. A period of incapacity which is permanent or long term
due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.

5. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

7. “Health Care Provider” means:
   a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
   b. Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treats or supervises treatment of a serious health condition;
   c. Podiatrists, dentists, clinical psychologist, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
   d. Nurse practitioners, nurse-midwives, and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
   e. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
   f. Any health care provider from whom an employer or group health plan’s benefits manager will accept certification of
the existence of a serious health condition to substantiate a claim for benefits.

8. “Active Duty” means a duty under a call to order of active, retired, reserves, or National Guard members of the United States Armed Forces by law or any other provision of law during a war or national emergency declared by the President or Congress.

9. “Contingency Operation” means a military operation that is:
   a. designated by the Secretary of Defense as an operation in which members of the United States Armed Forces are or may become involved in military actions, operations, or hostilities against any enemy of the United States or against an opposing military force; or
   b. that results in the call to order of active duty members of the United States Armed Forces by law or any other provision of law during a war or national emergency declared by the President or Congress.

10. “Covered Servicemember” means a member of the United States Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

11. “Outpatient Status”, with regard to a covered servicemember, means the status of a member of the United States Armed Forces assigned to:
   a. A military medical treatment facility as an outpatient; or
   b. A unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

12. “Next of Kin” means the nearest blood relative of an injured servicemember.

13. “Serious Injury or Illness” means an injury or illness incurred
by a member of the United States Armed Forces in the line of duty on active duty that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.

III. Reasons for Leave
Leave under this section is only permitted for the following reasons:
1. The birth of a child or to care for a newborn of an employee;
2. In connection with the placement of a child with an employee for adoption or foster care;
3. To care for the employee’s spouse, domestic partner, child, or parent, who has a serious health condition;
4. For a serious health condition that makes the employee unable to perform the functions of his or her position;
5. For a “qualifying exigency” arising out of the fact that an employee’s spouse, child, or parent is on active military duty or has been notified of an impending call or order to active duty in support of a contingency operations involving the United States Armed Forces; or
6. To care for a spouse, child, parent, or “next of kin” servicemember of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty (this leave can run up to 26 weeks of unpaid leave during a 12-month period).

IV. Employees Eligible for Leave
An employee is eligible for leave under this section if the employee:
1. Has been employed for at least 12 months; and
2. Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
V. Amount of Leave

Eligible employees are entitled to a total of 12 workweeks (or 26 workweeks to care for an injured servicemember) of leave during any 12-month period.

A. Minimum Duration of Leave

If leave is requested for the birth, adoption or foster care placement of a child of the employee, the leave must be concluded within one year of the birth or placement of the child. The basic minimum duration of such leave is two weeks. However an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for a duration of at least one day, but less than two weeks, on any two occasions.

If leave is requested to care for a child, parent, spouse with a serious health condition or for the employee’s own serious health condition, there is no minimum amount of leave that must be taken. However, the notice and medical certification provisions of this policy must be followed.

B. Spouses Both Employed by the Menlo Park Fire District

In any case in which a husband and wife both employed by the Menlo Park Fire District are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if the leave is taken for the birth or placement of a child (i.e., bonding leave).

In any case in which a husband and wife both employed by the Menlo Park Fire District are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 26 workweeks during any 12-month period if the leave is taken to care for an injured servicemember.

Except as noted above, this limitation does not apply to any
other type of leave under this section.

VI. Employee Benefits While on Leave

Leave under this Policy is unpaid. For the duration of the approved leave, for a period not to exceed 12 weeks, the Menlo Park Fire District shall continue to provide group health insurance, vision insurance, dental insurance, and life insurance benefits under the same conditions as coverage would have been provided had they been continuously employed during the leave period.

Employees may make the appropriate contributions for continued coverage under these benefit plans by payroll deductions or direct payments made to these plans. Depending on the particular plan, the Menlo Park Fire District will inform employees whether the employee’s portion of the premium should be paid to the carrier or to the District. An employee’s coverage on a particular plan may be dropped if the employee is more than 30 days late in making any premium payment. Employees will be provided at least 15 days notice before coverage is to cease due to a late payment. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.

If an employee fails to return to work after his or her leave entitlement has been exhausted or expires, the Menlo Park Fire District shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his or her family member which would entitle the employee to leave, or because of circumstances beyond the employee’s control. The Menlo Park Fire District shall have the right to recover premiums paid through deduction from any sums due to the employee (e.g. unpaid wages, annual leave cash-out, etc.)

Annual leave does not accrue while an employee is on an unpaid leave under this Policy.

VII. Substitution of Paid Accrued Leaves

While on leave under this Policy, and as set forth herein, an
employee may elect to concurrently use paid accrued leaves. Similarly, the Menlo Park Fire District may require an employee to concurrently use paid accrued leaves after requesting FMLA and/or CFRA leave. In addition, the Menlo Park Fire District may also require an employee to use family and medical care leave concurrently with any other leave, if the reason for the leave is also FMLA or CFRA qualifying.

A. **Employee’s Right to Use Paid Accrued Leaves Concurrently with Family Care and Medical Leave**

Where an employee has earned or accrued paid annual leave or any other paid leave, that paid leave may be substituted for all or part of any (otherwise) unpaid leave under this Policy.

B. **Menlo Park Fire District’s Right to Require an Employee to Use Paid Leave When Using FMLA/CFRA Leave**

Employees must exhaust their accrued leaves concurrently with FMLA and/or CFRA leave to the same extent that employees have the right to use their accrued leave concurrently with FMLA and/or CFRA leave. There is no requirement that the employee must use accrued leave for any portion of Pregnancy Disability Leave, even where such leave is FMLA and/or CFRA qualifying.

C. **Menlo Park Fire District’s Right to Require an Employee to Exhaust FMLA/CFRA Leave Concurrently with Other Leaves**

If an employee takes a leave of absence for any reason which is FMLA and/or CFRA qualifying, the Menlo Park Fire District may designate that non-FMLA and/or non-CFRA leave as running concurrently with the employee’s FMLA and/or CFRA leave entitlement. The only exception is for those employees who are on leave pursuant to the provisions of Labor Code Section 4850.

D. **Menlo Park Fire District’s and Employee’s Rights If an Employee Requests Accrued Leave Without Mentioning Either the FMLA or the CFRA**

If an employee requests to utilize accrued annual leave or
other accrued paid time off without reference to a FMLA and/or a CFRA qualifying purpose, the Menlo Park Fire District may ask the employee if the leave is for a FMLA and/or CFRA qualifying purpose. However, if the Menlo Park Fire District denies the employee’s request to utilize accrued leave and the employee provides information that the requested time off is for a FMLA and/or CFRA qualifying purpose, the Menlo Park Fire District may inquire further into the reason for the absence. If the reason is FMLA and/or CFRA qualifying, the District may require the employee to exhaust accrued leave as described above.

**VIII. Notice and Leave Requests**

Although the Menlo Park Fire District recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If the leave is foreseeable, the employee must provide at least 30 days advance notice. In addition, if an employee knows that he or she will need leave in the future, but does not know the exact date(s) (e.g., for the birth of a child or to take care of a newborn), the employee shall inform his or her supervisor as soon as possible that such leave will be needed. Such notice may be orally given. If the Menlo Park Fire District determines that an employee’s notice is inadequate or the employee knew about the requested leave in advance of the request, the District may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.

**IX. Medical Certification**

Employees who request leave for their own serious health condition or to care for a child, parent or a spouse who has a serious health condition must provide written certification from the health care provider of the individual requirement if request by the Menlo Park Fire District.

If the leave is requested because of the employee’s own serious health condition, the certification must include a statement that
the employee is unable to work at all or is unable to perform the essential functions of his or her positions.

Employees who request leave to care for an injured servicemember who is a child, spouse, parent, or “next of kin” must provide written certification from a health care provider regarding the injured servicemember’s serious injury or illness.

A. Time to Provide a Certification

When an employee’s leave is foreseeable and at least 30 days notice has been provided, if a medical certification is requested, the employee must provide it before the leave begins. When this is not possible, the employee must provide the requested certification to the Menlo Park Fire District within the time frame requested by the District (which must allow at least 15 calendar days after the employer’s request), unless it is not practicable under the particular circumstances to do so despite the employee’s diligent, good faith efforts.

B. Consequences for Failing to Provide an Adequate or Timely Certification

If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency.

If an employee fails to provide a medical certification within the time frame established by this Policy, the Menlo Park Fire District may delay the taking of FMLA and/or CFRA leave until the required certification is provided.

C. Recertification

If the Menlo Park Fire District has reason to doubt the validity of a certification, the District may require a medical opinion from a second health care provider chosen and paid for by the District. If the second opinion is different from the first, the District may require the opinion of a third provider jointly approved by the District and the employee, but paid for by the District. The opinion of the third provider will be binding. An employee may request a copy of the health care provider’s
opinion when there is a recertification.

D. Intermittent Leave or Leave on a Reduced Leave Schedule

If an employee requests to use leave intermittently (a few days or hours at a time) or on a reduced leave schedule, the employee must provide medical certification that such leave is medically necessary. “Medically necessary” means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

X. Reinstatement Upon Return from Leave

A. Right to Reinstatement

Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to any equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the FMLA and/or CFRA period.

If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and the Menlo Park Fire District, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his or her readiness to return.

An employee who fails to return to work after the termination of his or her FMLA and/or CFRA leave loses any right to reinstatement provided for under this provision.

B. Employee’s Obligation to Periodically Report on His or Her Condition

Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays
to reinstatement when the employee is ready to return to work.

C. Fitness for Duty Certification

As a condition of reinstatement of an employee whose leave was due to the employee’s own serious health condition, which made the employee unable to perform his or her job, the employee must obtain and present a fitness for duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.

D. Reinstatement of “Key Employees”

The Menlo Park Fire District may deny reinstatement to a “key” employee (i.e., an employee who is among the highest paid 10 percent of all District employees) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the District and the employee is notified of the District’s intent to deny reinstatement on such basis at the time the employer determines that such injury would occur.

XI. Pregnancy Disability Leave

An employee is disabled by a pregnancy, childbirth or related medical condition is entitled to an unpaid pregnancy disability leave for up to four months.

A. Notice and Certification Requirements

1. Requests for pregnancy disability leave must be submitted in writing and must be approved by the employee’s supervisor or department head before the leave begins. The request must be supported by a written certification from the attending physician stating that the employee is disabled from working due to pregnancy, child birth, or a related medical condition. The certification must state the expected duration of the disability and the expected date of
return to work.

2. Requests for an extension of leave must be submitted in writing to the department head prior to the agreed date of return and must be supported by a written certification of the attending physician that the employee continues to be disabled by pregnancy, childbirth, or a related medical condition. The maximum pregnancy disability leave is four months.

B. Compensation During Pregnancy Disability Leave

Pregnancy disability leave is without pay. However, the employee may accrued annual leave hours during the leave.

C. Benefits During Leave*

1. An employee on pregnancy disability leave may receive any group health insurance coverage that was provided before the leave on the same terms as provided to other employees who become disabled off-duty, as if the employee had continued to work, if:
   a. the employee is eligible for concurrent family medical leave; and
   b. the employee has not already exhausted this 12-week group health insurance coverage benefit in the current family medical leave eligibility.

   As provided in Section VI of this Policy, the District may recover any premiums it paid to maintain health coverage for the employee while on leave if the employee does not return to work following the Pregnancy Disability Leave.

2. An employee on Pregnancy Disability Leave who is not eligible to receive group health insurance coverage as described above, may receive health insurance coverage in conjunction with COBRA guidelines by making monthly premium payments to the District.
3. Annual leave does not accrue while an employee is on an unpaid Pregnancy Disability Leave.

D. Reinstatement

An employee returning following Pregnancy Disability Leave is entitled to those reinstatement rights set forth in Section X of this Policy.

*See Section 10.2 of the MOU for an updated version*

XII. Required Forms

Employees must fill out the following applicable forms in connection with leave under this Policy:

1. Request for Family or Medical Leave form;
2. Medical Certification – either for the employee’s own serious health condition or for the serious health condition of child, parent, spouse or domestic partner;
3. Authorization for payroll deductions for benefit plan coverage continuation (if applicable); and
4. Fitness for duty to return from leave form.
I. **Purpose:**
To assist the employee in readjusting to the work environment while recovering from an injury or illness.

II. **Scope:**
This policy applies to all employees of the district and is designated as a "temporary, functional" position that does not replace any regular established position within the district.

III. **Policy:**
An employee on sick or disability leave may be released by their physician to return to duty on a modified, or light duty status.

Modified, or light duty, is hereby defined as general non-emergency support activities such as, but not limited to: General office duties under the supervision of the Chief Administrative Officer, assisting Training Supervisor, Division Chief/Manager, or in the Fire Prevention Bureau.

The Fire Chief or designated representative may, based on the physical or mental limitations of the employee, assign the employee to modified or light duty assignment for a period not to exceed two calendar months.

An extension(s) of up to one month must be submitted in writing to the Fire Chief, or his designated representative, if additional time is required.

Modified, or light duty assignment may be forty (40) hours per week, Monday through Friday, excluding holidays, 8:00 a.m. to 5:00 p.m. daily depending on the needs of the district. If the employee is working a forty (40) hour modified or light duty schedule and is receiving a holiday pay differential, that employee shall be required to work on any holidays falling during the modified or light duty assignment.
Shift employees working a forty (40) hour modified or light duty assignment, for one (1) month or more, shall have their vacation and sick leave accrual rates adjusted to the accrual rate of forty (40) hour employees and shall accrue benefits corresponding to their length of service as stated in Vacation Policy No. 201 and Sick Leave Policy No. 203.

The conversion rate for an employee working a 56 hour work week and going to a 40 hour work week is: current hours multiplied by .71.

For an employee working a 40 hour work week and going to a 56 hour work week is: current hours divided by .71

Uniformed employees assigned to light-duty shall wear semi-dress uniform unless permission is given by a Chief Officer for special circumstances.
UNIFORM POLICY FOR NON-SWORN, NON-SAFETY PERSONNEL

I. Purpose:
To establish uniform attire and dress code standards for non-sworn, non-safety District employees.

II. Scope:
This policy applies to non-safety, non-sworn employees of the District.

III. Policy:
This policy describes the types of uniforms approved for wear by non-sworn and non-safety employees of the Menlo Park Fire Protection District during working hours. Failure to follow the provisions of this policy may result in disciplinary action.

IV. General Grooming and Appearance Requirements:
Employees of the District are expected to project a professional appearance while at work. Employees are required to comply with the following requirements:

1. All clothing must be neat, clean, and in good repair.
2. Employees receiving a uniform allowance shall wear only the District approved uniform during work hours unless approval has been given to be temporarily exempt from this policy. The purpose of the uniform allowance is to reimburse employees for the purchase and/or maintenance of required clothing which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain.
3. Non-uniformed personnel must dress in attire that is appropriate to the work setting, particularly if they have public contact (generally, business casual attire).
4. Hair must be neat, clean and well-groomed.
5. Beards, mustaches, and sideburns must be maintained in neat and well-groomed fashion.
6. Jewelry is acceptable except where it constitutes a health or safety hazard.
7. Good personal hygiene is required.

V. Uniform Specifications:

A. Uniform Shirts:
There are two styles of uniform shirts that have been approved by the District: tailored long sleeve oxford shirts and polo style shirts. All uniform shirts must be purchased from a District pre-approved vendor and must comply with the following requirements:

1. The District logo shall be embroidered on the left upper chest portion of shirt, along with the District logo along with the words MENLO PARK FIRE.
2. Approved colors for uniform shirt include: navy blue, light blue, burgundy, and tan. Availability of a specific color is dependent upon vendor stock.

Four uniform shirts shall be provided to a new employee. All orders for additional or replacement shirts must be placed through Human Resources in Administration.

B. Uniform Pants:
Uniform pants must comply with the following requirements:

1. Pants shall be full length and go to the top of the shoes while standing. All cropped pants are prohibited (including Capri pants and shorts).
2. Pants must be either solid black or navy blue in color.
3. Pants must be made from the following materials: cotton, wool, or gabardine fabric. Denim, regardless of color, is prohibited.
4. Pants may be purchased from any retailer, so long as they comply with the length, color and material requirements contained in this policy.
5. Exceptions to this provision must be approved in advance by the Fire Chief or designee.
C. Uniform Skirts
In lieu of uniform pants above, employees may wear a uniform skirt. Uniform skirts must comply with the following requirements:
1. Skirt length shall be no higher than 2" above the knee or to the top of the shoes while standing. There shall be no excessive slits in the skirts.
2. Skirts must be either solid black or navy blue in color.
3. Skirts must be made from the following materials: cotton, wool, or gabardine fabric. Denim, regardless of color, is prohibited.
4. Skirts may be purchased from any retailer, so long as they comply with the length, color and material requirements contained in this policy.
5. Hosiery is encouraged for the shorter length skirts but is optional.

D. Footwear
Employees are required to wear footwear that is appropriate for the work environment and functions performed. Footwear must be black or navy blue. Open toed shoes, including sandals, flip-flops, and peep toes are prohibited. Heels on shoes shall not be higher than 2 inches. Footwear should not impact job performance or interfere with safety.

E. Cold Weather Clothing
In cold weather, employees may wear any of the following:
1. A navy blue or black cardigan or sweater over the uniform shirt;
2. A navy blue or black turtleneck under the uniform shirt;
3. A District approved sweatshirt. Employees are not permitted to wear sweatshirts when engaged in contact with the general public except with supervisory approval; or
4. A District approved jacket/windbreaker. District approved sweatshirts and jackets/windbreakers may be obtained through Human Resources in Administration.
F. Mechanic Division

Employees serving in the Mechanic division shall wear overalls provided by the District while performing mechanical duties in the designated work area. While not engaged in mechanical duties, employees serving in the Mechanic division are required to comply with the uniform requirements above, except that employees in the Mechanic division may wear an official District approved T-shirt.

G. US&R Division

The US&R work uniform may only be worn when attending US&R related drills and events. At all other times, employees assigned to the US&R division are required to comply with the uniform requirements above.

H. Exercise Clothing

Non-sworn employees are permitted to use District exercise facilities during non-working hours. Employee’s choosing to use District facilities, must wear appropriate work out attire as a condition of using District facilities.

Appropriate workout attire includes:

1. T-shirts or sweatshirts that include coverage of chest, sides, and back.
2. Clothing shall not have offensive logos or stencils on them.
3. Shorts or sweats must be mid-thigh length or longer.
4. Appropriate athletic shoes for safety on machines.
5. Appropriate undergarments providing support and coverage.

Employees are prohibited from wearing tank tops, yoga tops, or undershirts. Employees are prohibited from wearing open toed shoes when exercising. Employee clothing and footwear should not interfere with safety while exercising.
VI. Tattoos and Body Piercings

A. Tattoos

1. No tattoos are allowed anywhere on the head, face, or neck.
2. Any visible tattoos shall not be obscene, sexually explicit, discriminatory to sex, race, religion, or national origin, extremist, and/or gang-related.
3. No visible tattoos shall be larger than 4 by 6 inches.
4. Any non-conforming tattoos will be covered with clothing or a bandage while at work or removed.
5. If an employee has a question about how the tattoo policy is applicable to them, the matter should be immediately raised with their supervisor for consideration and determination.

B. Body Piercings

1. No objects, articles, jewelry or ornamentation of any kind shall be attached to or through the skin if visible on any body part including the tongue or any part of the mouth, except that reasonably-sized earrings may be worn in each lobe.
2. Any non-conforming piercing shall be removed, covered with a bandage, or replaced with a clear, plastic spacer.
3. If an employee has a question about how the piercing policy is applicable to them, the matter should be immediately raised with their supervisor for consideration and determination.