

MEMORANDUM OF UNDERSTANDING

Between

Lathrop-Manteca Fire Protection District

And

LMFD Battalion Chiefs Bargaining Unit
(BCBU)



EFFECTIVE DATES:

July 1, 2024 – June 30, 2027

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between the Lathrop-Manteca Fire District (LMFD) Battalion Chiefs Bargaining Group, herein referred to as “Unit” and the Lathrop-Manteca Fire Protection District, herein referred to as “District” or “Employer”, pursuant to the Meyers-Milias-Brown Act, Government Code Section 3500 et seq. (MMBA). This MOU is the product of good faith negotiations between the Unit and the District and is intended to achieve and maintain harmonious relations between the parties, provide for equitable and peaceful adjustment of differences, and establish wages, hours, and other conditions of employment. This MOU has been jointly prepared by the parties.

SECTION 1. RECOGNITION

The Unit is recognized as the exclusive employee organization for a bargaining unit comprised of District employees in the classifications of Battalion Chief. The terms “employee” and “employees” as used throughout this MOU refers to these bargaining unit members. The terms “District”, “Employer”, and “Department” as used throughout this MOU means the District and the Fire Department jointly or interchangeably as the employer of the bargaining unit employees covered by this MOU.

It is the desire of the Board of Directors of the Lathrop – Manteca Fire Protection District to set forth certain terms and conditions of employment for LMFD Battalion Chiefs. Such terms and conditions do not comprise all of the terms and conditions of employment of such members. It is in the best interest of the District that such terms and conditions be set forth herein. The following terms and conditions of employment set forth in this Memorandum of Understanding are made applicable to the Battalion Chief classification.

For the purpose of this MOU, Battalion Chiefs are considered to be Non-Exempt employees under FLSA.

All rights, privileges and working conditions enjoyed by the employees at the present time, which are not included in this agreement, shall remain in force, unchanged and unaffected in any manner, during the term of this agreement unless changed by mutual consent with the Fire District Board of Directors.

The District and the Unit strive to improve labor relations between management and employees. In the event the services of a third-party facilitator are used to achieve this end, the District and the Unit agree that the third-party facilitator shall not serve as a witness for either the District or the Unit in a labor relations dispute.

SECTION 2. MANAGEMENT RIGHTS

The District agrees in the exercise of the management functions to comply with the provisions of this Memorandum of Understanding and that the provisions of this management clause shall not be used by the District for the purpose of discriminating against the unit or any of its employees.

Nothing in this agreement is intended nor shall be construed as denying or in any manner limiting the right of the District, in its judgment, to control and supervise all operations and direct its employees, including, but not limited to, the right to select and hire, discharge, suspend or discipline for just cause, layoff, recall, promote, demote, or transfer employees or relieve them of their duties, establish schedules, hours of work, shift assignments, maintain work rules and terms and conditions of employment as may be reasonable and necessary to manage, control and administer its operations efficiently and economically.

The Unit recognizes the need for the District to exercise its judgment in managing its operations and agrees that the District shall have the right to regulate the use of all equipment and other property of the District, establish new or close down operations, facilities, or expand, reduce, alter or combine any job, operation or function, determine the number and location of facilities and the work at each, methods or procedures used in the performance of the work, complement of employees needed and to maintain discipline among its employees.

SECTION 3. PROBATIONARY PERIOD

3.1 Appointments Subject to Probationary Period

All appointments to bargaining unit positions (new hire and promotions) are subject to a probationary period. The Fire Chief reserves the right to extend the probationary period of any employee for up to six (6) months based on unsatisfactory evaluations and/or test results.

3.2 Absence during Probation

Employees who are absent or otherwise unable to perform their regularly assigned duties for more than six (6) shifts during their probationary period due to medical leave or modified/light duty assignment may have their probationary period extended by the same amount of time as the absence or modified/light duty that is greater than six (6) shifts.

3.3 Probation Evaluation

Probation is part of the evaluation process for new and promoted employees.

3.4 New Employees

The probationary period for new employees begins on the first full day of employment and continues for twelve (12) months (365 days). Employees may be evaluated and/or tested each quarter during the probationary period.

3.5 Promoted Employees

The probationary period for promoted employees begins on the first full day of work in their new position and continues for twelve (12) months (365 days). Promoted employees will be evaluated by their superior officer and the Fire Chief, in consultation with other officers, during their probationary period.

3.6 Release during Probation

The Fire Chief has the authority to reject a probationary employee prior to the expiration of the probationary period. New employees may be separated from the District at any time during their probationary period with or without cause and without the right of appeal. Probationary employees shall receive written notice of their release from probation and the effective date of such action.

Employees released during the promotional probationary period shall be reinstated to the classification from which they were promoted at their former salary step, unless the District is releasing the employee from probation and pursuing discharge. If there are no vacant positions in the employee's former classification, the employee with the least amount of time in that classification shall be demoted to the last classification held by that employee. If any employee is laid off as a result of such action, such employee shall be placed on a re-employment register for the classification from which they were released.

3.7 Effective Date of Regular Status

Upon successful completion of the probationary period, employees are deemed to have attained “regular status” as of the first day in which the employee became a probationary employee

SECTION 4. LAYOFFS AND RESIGNATION

Whenever it becomes necessary for the District to reduce staff and/or eliminate bargaining unit positions due to a lack of work or lack of funds, the District shall provide as much advance notice as possible to the Unit prior to implementing a layoff. The Unit shall have the right to meet and confer with the District within thirty (30) calendar days to identify suitable alternatives to the proposed layoffs. If such alternatives are not identified or agreed upon, the District may commence layoffs in the order described in the following subsection.

4.1 Order of Layoffs

Employees will be laid off in the inverse order of seniority as defined in Section 9 of this MOU. Within each classification, employees will be laid off in the following order:

1. Extra help or seasonal employees
2. Temporary employees
3. Probationary employees
4. Regular employees

4.2 Reduction Based on Seniority

Employees with the lowest classification seniority in a classification identified for layoffs will revert to their previous rank or classification at the highest applicable pay level for the former rank or classification.

If no vacancies exist in the lower rank or classification, the employee with the least classification seniority in the lower rank or classification will revert to their previous rank or classification or laid off from employment.

4.3 Re-employment Register

The District will not hire new employees into bargaining unit classifications until all previously laid-off individuals have been given the opportunity for re-employment. Individuals will be recalled in writing sent Certified Mail to the last address on file with the District and will be given the option to accept or decline re-employment within fourteen (14) calendar days of being recalled. Persons recalled from layoff shall be recalled in the reverse order of lay off.

4.4 [Resignations](#)

Resignation in Good Standing Employees must provide two (2) weeks' advance written notice to the Fire Chief in order to resign from the District in good standing. This notice shall include the effective date of resignation and the reason(s) for resignation. The Fire Chief will forward the resignation to the Fire Board.

If the resigning employee fails to provide written notice, the failure will be noted in the employee's service record and may be cause for denial of future re-employment.

Permanent employees who resign in good standing may later seek reinstatement with the District at the same rank, provided the following conditions are met:

- (1) The Fire Chief approves the reinstatement.
- (2) Less than one (1) year has passed since the employee resigned.
- (3) A vacancy exists in the classification to which the former employee would be reinstated.

Employees who are reinstated do not accrue overall and time in rank seniority during the period in which they were not employed by the District.

The Fire Chief may require such employee to submit to a physical examination, including a drug test, and may require the employee to serve a new probationary period. Upon reinstatement, seniority shall be restored based upon total District service incurred up to the date of the separation of employment from the District. If a permanent employee resigned with less than ten (10) years of service, the employee's sick leave bank will be restored to the amount at the time of resignation. If a permanent employee resigned with ten (10) or more years of service and received a cash out for a portion of their sick leave bank, any remaining sick leave balance was forfeited, and no leave balance will be restored.

4.5 [Absence Without Leave](#)

Employees who are absent from duty without lawful and approved leave for two (2) consecutive shifts without a satisfactory explanation will be deemed to have resigned their employment with the District. This may result in a forfeiture of all rights to employment with the District.

SECTION 5. WORK SCHEDULES AND STAFFING

5.1 [56-Hour Employees](#)

The District and the Unit agree to maintain a three (3) platoon system for fire suppression personnel. Each platoon shall work as follows:

Employees assigned to fire suppression duties shall work an average of 56-hours per week. Such employees shall be on duty for forty-eight (48) consecutive hours and off duty for ninety-six (96) consecutive hours. Each shift shall be twenty-four (24) hours in duration and will commence at 0800 hours and end at 0800 hours the following day. A tour consists of two (2) consecutive twenty-four (24) hour shifts. Employees are expected to be in uniform and ready to start their shifts at their assigned stations at 0800 hours.

Employees shall receive two (2) paid fifteen (15) minute rest breaks during each shift. Additionally, employees shall receive one (1) paid lunch break and one (1) paid dinner break during each shift. The meal breaks shall be one (1) hour each. The lunch break shall normally be taken from 1200 hours to 1300 hours. The dinner break shall normally be taken between 1700 hours to 2000 hours. Beds may be used by

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employees between 2100 hours and 0700 hours. Employees are allowed to occupy the beds at other times when circumstances, such as illness or excessive fatigue, warrant it. Employees may be subject to callback in case of emergency.

5.2 40-Hour Employees

Employees assigned to administrative positions work a forty (40) hour workweek from Monday through Friday consisting of five (5) consecutive eight (8) hour workdays. Each workday begins at 0800 hours and ends at 1700 hours. Employees assigned to the forty (40) hour work schedule shall receive two (2) fifteen (15) minute paid breaks during each day and one (1) paid lunch break per day. The lunch break shall be for one (1) hour. Employees shall take their lunch break consistent with the needs of the District. The Fire Chief may authorize an alternative work schedule for employees assigned to 40-hour workweeks, such as a 4/10 or a 9/80 schedule.

Fire suppression employees may not be assigned to a 40-hour work week without their agreement.

5.3 Staffing Levels

District staffing shall be a minimum of one (1) Battalion Chief per day.

In the event a Battalion Chief is unable to work (sick leave or other approved absence), or due to an emergency leave of absence, and another Battalion Chief is not able to work, the District may utilize another Chief Officer to cover the shift until a Battalion Chief becomes available. The District may also utilize an Acting Battalion Chief to fill the role of the duty chief until a Battalion Chief becomes available.

5.4 Incident Overhead Assignments

The District and Unit agree that when the District deploys a Battalion Chief on an out-of-county assignment (strike team(s), Task Force) or an in-county overhead assignment and the deployment has lasted a minimum of 72 hours, if upon returning and that shift is on duty, the BC shall be released from duty for a reasonable amount of time, prior to returning to their regular schedule. However, the amount of time off shall not exceed 12 hours. The BC will not be paid for this time off.

It is the intent of the district to provide suitable time off for crews returning from overhead assignments for rest. The duration will be based on length of assignment, work detail, travel time and any other mitigating circumstances.

The BC may elect to take other accrued leave (vacation or CTO) or engage in a shift trade with another BC if mutually agreeable to affected parties.

In the event another Chief Officer is covering (e.g. Div Chief, Dep Chief, etc.) or an Acting BC, the same time off provision applies, however the BC may not engage in a shift trade for time off upon returning.

BCs should make every attempt that a voluntary accepted overhead deployment does not adversely affect the other BCs or the District prior to acceptance, and that Duty coverage can be maintained as reasonably as possible.

SECTION 6. SALARY ADMINISTRATION

6.1 Pay Periods

For personnel assigned to a 40-hour work week the base compensation for employees shall be deemed to be compensation per bi-weekly pay period and is predicated upon a forty (40) hour work week. A bi-weekly pay period shall consist of eighty (80) working hours and the base compensation provided shall be payment in full for all services rendered to the District except as otherwise provided.

For personnel assigned to a 56-hour work week, the base compensation for employees shall be deemed to be compensation per bi-weekly pay period and is predicated upon a fifty-six (56) hour work week. A bi-weekly pay period shall consist of one-hundred and twelve (112) working hours and the base compensation provided shall be payment in full for all services rendered to the District except as otherwise provided.

The District shall continue using bi-weekly pay periods with paydays normally occurring on every other Friday. Staff understands that at times, the County may have a need to end a pay period early due to holidays.

6.2 Compensation Plan

The District's compensation plan shall be based on standardized salary ranges with minimum and maximum annual salary amounts and intermediate pay steps for each classification. The standardized salary ranges shall reflect base annual salary only and do not include all compensation to which employees may be entitled under this MOU.

An employee's base hourly rate when assigned to a 56-hour fire suppression assignment is calculated by dividing the employee's base annual salary by 2912 hours.

An employee's base hourly rate when assigned to a 40-hour administrative assignment is calculated by dividing the employee's base annual salary by 2080 hours.

An employee's "regular rate" of pay is determined by dividing the employee's total annual remuneration for employment as defined by the FLSA (i.e., base salary, incentives, differentials, etc.) by 2912 hours.

6.3 Eligibility for Advancement in Pay

New employees shall be placed on the first step of the applicable salary range for their classification.

Employees may be advanced to higher steps on the applicable salary range by demonstrating progressive improvement in job skills and work performance. The following time-in step requirements shall apply before an employee becomes eligible for advancement to the next highest step:

STEP	TIME-IN CLASSIFICATION
A	1 Year
B	2 Years
C	3 Years
D	4 Years
E	5 Years

6.4 Pay Depending Upon Experience or Qualifications

New employees may be placed on a higher step upon starting employment with the District providing they have adequate experience and/or education to do so. Examples of this may include but not limited to:

1. Years of experience in a comparable or higher classification with a like organization
2. Advanced degrees, training, or education applicable to the position
3. Any combination of the items 1 and 2 above

Such advancement shall be at the sole discretion of the Fire Chief.

6.5 Use of Performance Ratings in Compensation

Employees must demonstrate that advancement is merited on the basis of job performance. Performance ratings shall guide supervisors and department heads in determining whether pay step advancements are warranted and should be recommended to the Office of the Fire Chief.

6.6 Withholding Step Advancement

The Office of the Fire Chief has the authority and responsibility to withhold step advancements if they are not merited. The District shall keep employees informed about their job performance and shall notify employees as to the reasons for withholding step advancements.

The Office of the Fire Chief shall provide proper recognition of an employee's good work and job performance.

The Office of the Fire Chief shall also provide all possible guidance and assistance towards improving deficient work of an employee. If an employee's step advancement is withheld pursuant to this section, the employee's time-in step shall be modified so that the next review and all subsequent reviews of performance occur at the time they would have occurred had such step advancement not been withheld. This is limited to purposes of review. Nothing in this section shall be construed to guarantee an employee a step advancement at the time of review.

6.7 Changes in Pay upon Promotion

Employees who are promoted shall be placed at the first step in the salary range of the new higher classification or position that provides a minimum five percent (5%) increase in base annual salary above their current base annual salary.

6.8 Out of Class Pay

The Fire Chief may temporarily assign BC's to an out of class position or other administrative position to meet the needs of the District. Such assignments shall be mutually agreeable by both the District and this bargaining unit.

The employee shall be compensated at a rate of pay that is equivalent to the bottom step salary of the position that is being filled during the assignment, however, at no time shall the employee earn less than the current rate of pay (e.g. if BC assigned to work as Deputy Fire Marshal).

An employee who is serving in an acting assignment and who performs overtime work during the time worked in the acting assignment, will receive pay for such overtime work at a rate of one and one-half (1.5) times the compensation received for the acting assignment.

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Upon returning from the temporary assignment, the employee shall be returned to their previous rate of pay unless a step increase or negotiated raise occurred during the assignment, then the employee's pay shall be increased as indicated.

6.9 Salaries

The salary ranges for classifications covered by this MOU are set forth in Appendix A.

Effective July 1, 2024, employees in this unit will receive a base salary increase of 7%.

Effective July 1, 2025, employees in this unit will receive a base salary increase of 6%.

Effective July 1, 2026, employees in this unit will receive a base salary increase of 6%.

All employees in this unit will receive an additional 1% increase in salary on July 1, 2025, and July 1, 2026, if the revenues from property taxes (secured & unsecured) combined with Special Assessment revenue experiences a Fiscal Year over Fiscal Year increase of 15% or greater.

During the term of this MOU, the District may request to re-open this section to re-negotiate the salary range increases if the District Board declares a fiscal emergency based on significant budgetary shortfalls.

SECTION 7. OVERTIME

7.1 Overtime Definition

Overtime for fire suppression personnel is any authorized time worked in excess of an employee's regular shift schedule (contractual overtime) or in excess of 212 hours in a regularly recurring 28-day work cycle as permitted by Section 207(k) of the Fair Labor Standards Act (FLSA overtime). Fire suppression personnel who are held over to perform work after the scheduled end of their shift are considered pre-authorized for such overtime. All time in paid status (i.e., paid leave hours) is considered time actually worked for overtime purposes under this MOU.

7.2 Overtime Compensation

Overtime (both contractual or FLSA) shall be compensated at the rate of one and one-half (1.5) times the employee's "regular rate" of pay for every overtime hour worked or as compensatory time off (CTO) at one and one-half (1.5) times the number of overtime hours worked.

Employees shall receive one quarter (1/4) hour of overtime compensation for each quarter hour (1/4) of overtime worked (or fraction thereof), calculated to the next quarter (1/4) hour.

The option to receive overtime compensation as CTO shall be determined solely by the employee.

Employees may accrue and maintain a maximum CTO balance of 108 hours. CTO may be taken by mutual agreement of the parties; however, employees who are denied a request to use CTO have the right to cash-out an equivalent amount of their accumulated CTO hours. Requests to use CTO in less than 4-hour increments will be granted only if it does not unduly disrupt District operations.

7.3 Overtime 40-hour Assignment

Overtime for personnel assigned to 40-hour administrative assignments is any authorized time worked in excess of an employee's regular daily or weekly work schedule (contractual overtime) or in excess of 40

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hours in a regularly recurring 7-day workweek as required by the FLSA (FLSA overtime). All time in paid status (i.e., paid leave hours) is considered time actually worked for overtime purposes under this MOU.

7.4 Overtime Scheduling and Filling

The on-duty Duty Chief is primarily responsible for approving and filling overtime shifts/hours. Employees may submit their availability to work overtime shifts/hours through NetDuty or other approved District software. Battalion Chiefs may not approve their own leave requests.

Any overtime for the BC vacancy shall be offered to the off-duty BC that is on their 96 off first, then to the other off duty BC. If neither is able to accept the OT, then the District shall fill the vacancy as needed using alternative staff members (other Chief Officer, Acting BC, Reserve BC).

Vacancies in day-to-day staffing levels (either approved leave or special assignment) resulting from the absence of a Battalion Chief shall be filled as follows:

1. First priority goes to the other Battalion Chiefs
2. Second priority goes to Acting Battalion Chief
3. Third priority goes to other Chief Officer or other employee per Fire Chief direction

7.5 Overtime for Callback

Employees who are called to report back to work during their off-duty hours shall receive a minimum of two (2) hours work at their overtime rate of pay. Employees who are called to report back to work and are subsequently cancelled while responding or are not furnished with two (2) hours of work following their arrival shall receive a minimum of two (2) hours pay at their overtime rate. Any work performed in excess of the initial two (2) hours will be compensated as overtime in accordance with this MOU.

7.6 Overtime for Meetings

Employees who have supervisory or program responsibilities that require attendance of meetings or functions off-duty shall be compensated at the overtime rate for the duration of the meeting.

Employees who are directed to attend department functions, meetings, conferences, or classes off duty shall be compensated at the overtime rate for the actual time of the meeting to the nearest ¼ hour as defined above up to a maximum of 12 hours each day of the event (including overnight stays), as well as travel time going to and from the event.

For meetings that do not require overnight stay, then the employee shall be paid overtime for the actual time worked, including any travel. For regular duty days, the employee will be paid their regular rate of pay.

SECTION 8. SHIFT TRADES

8.1 Shift Trade Requirements

Employees may trade work hours with other employees so long as the following requirements are satisfied:

- (1) The employees seek and are granted approval to trade work hours by District approved software system.

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- (2) The employees trading hours are of the same rank and qualifications for their respective positions and work similar schedules. However, an exception may be granted for a trade between an employee on a promotional eligible list for the same rank as the other employee and the employee has been assigned to act in the rank of the position of the person wishing to make the trade.
- (3) Employees trades greater than 2 hours will be reflected in the daily staffing reports. However, for trades less than 2 hours, or if the trade cannot be listed on the daily staffing reports, the BC will notify the Fire Chief of the trade.
- (4) For trades in excess of two (2) hours, the employee requesting the trade must submit a request into District approved software system. If time permits, the request must be submitted three (3) days in advance of the start of the work period for which the trade is requested.
- (5) Battalion Chiefs may be allowed to use the exchange bank in order to effect trades.

8.2 Trading for Overtime

Ordinarily, Employees may not cancel trades for the purpose of allowing another employee to accept overtime unless such cancellation is mutually agreed to by both of the trading parties.

8.3 Trading Limits

There is no limit on the number of trades an employee may make per year.

8.4 Reciprocation of Shift Trades

Reciprocation of shift trades shall be the responsibility of the employees directly involved in the exchange. However, such reciprocation shall not cause employees to work in a position below their rank, nor shall it require the payment of overtime pay.

The District shall not be responsible for unreciprocated traded hours for any reason. The employees involved in a trade are responsible for the hours involved in such trade.

8.5 Employee's Inability to Work after Trade

When an employee agrees to work for another employee but is unable to work all or part of the agreed time for reasons other than illness or injury, a deduction shall be made from the vacation leave or compensatory time leave of this employee.

When an employee agrees to work for another employee but is unable to work all or part of the agreed time for reasons of illness or injury, a deduction may be made from the employee's sick leave if the employee's physician certifies the employee's inability to work. The deductions shall be equivalent to the amount of time scheduled but not worked.

SECTION 9. SENIORITY

9.1 District Seniority

District seniority is defined as an employee's continuous length of service with the District from the employee's most recent date of hire into the bargaining unit. Employees with the same date of hire shall have their District seniority determined by their ranking on their certified employment hiring list. The employee with the higher ranking on the certified employment hiring list will be considered to have higher seniority.

9.2 Classification Seniority

Classification seniority is defined as an employee's continuous length of service within a particular classification (i.e., Engineer, Captain). Classification seniority begins when an employee is promoted into a new classification. Employees with the same date of promotion into a classification shall have their classification seniority determined by their ranking on their certified promotional hiring list. The employee with the higher ranking on the certified promotional hiring list will be considered to have higher seniority.

SECTION 10. BENEFITS

10.1 Flexible Spending Plan

The District provides a Section 125 Flexible Spending Plan (the District Plan). The District Plan allows employees to select health insurance benefits without incurring federal or state income tax liability or to opt out of the District's health insurance benefits and receive a cash benefit that is subject to payroll tax withholdings.

Participation in the District Plan shall be pursuant to the terms, conditions and restrictions established by the District Plan documents, applicable law and the terms of this MOU.

10.2 CalPERS Medical Plans

The District shall continue contracting with the Public Employees' Retirement System (CalPERS) for medical insurance benefits for employees/retirees in accordance with the Public Employees Medical and Hospital Care Act (PEMHCA). Eligibility for employees/retirees and their dependents to participate in this program shall be in accordance with applicable state law and regulations promulgated by CalPERS.

10.2.1 District's Maximum Contribution

The District's maximum contribution into the Plan on behalf of each employee shall be the dollar amount, when combined with the District's statutory minimum employer contribution (MEC), equals one hundred percent (100%) of the monthly medical premium for the CalPERS Choice Plan by enrollment category:

- Employee Only – Up to 100% of the CalPERS Platinum premium
- Employee Plus One – Up to 100% of the CalPERS Platinum premium
- Employee Plus Two or more – Up to 100% of the CalPERS Platinum premium

The District's contribution shall not exceed 100% of the actual premium amount for the medical plan selected by the employee.

10.2.2 Employee Medical Contributions

Employees shall pay any difference between the District's maximum contribution towards medical insurance and the actual premium of the medical insurance plan selected by the employee. The District's contributions shall not exceed the actual premium amount for the medical plan selected by the employee.

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10.2.3 District's Statutory Minimum Contributions

Pursuant to Government Code section 22892(a), the District is required to make a statutory minimum employer contribution (MEC) directly to CalPERS on behalf of each employee enrolled in PEMHCA.

10.3 Vision and Dental Insurance

The District agrees to provide vision and dental coverage to employees/retirees and their eligible dependents at no cost to employees. Employees and their dependents will be provided with plans that are as good as or better than existing coverage.

10.4 Opt-Out Election

Employees who have alternative medical insurance coverage from another source may elect not to participate in the medical insurance plans offered by the District and instead receive \$750 per month in lieu of the amount the District would otherwise contribute for medical insurance for the employee.

To elect cash in lieu, the employee must sign a waiver of medical insurance coverage provided by the District and provide proof of current medical insurance coverage that meets all required minimum standards to the District annually before the end of the open enrollment period.

10.5 Physical Examinations

The District shall provide and pay for physical examinations for all employees every two (2) years. Employees are responsible for scheduling the examination through their health plan provided under this MOU.

10.6 Retirement Plan

The District agrees to maintain membership in the San Joaquin County Employees' Retirement Association (SJCERA) and provide employees with retirement benefits in accordance with the County Employee Retirement Law of 1937 (CERL), applicable SJCERA policies, and this MOU.

Tier I A Retirement Plan

Employees hired prior to July 1, 2012, and other eligible employees as defined by law, participate in the CERL 3% @ 50 safety member formula with the 12-month final compensation period. An annual cost of living adjustment (COLA) of up to three percent (3%) shall be maintained for monthly benefits payable to retired Tier I A members or their beneficiaries.

Tier I A members shall continue paying the "basic member contribution rate" expressed as a percentage of compensation. Commencing July 1, 2020, Tier I A members shall contribute 133% of the basic member contribution rate and begin making additional contributions towards 50% of the cost of the post-retirement COLA benefit (e.g., combined total of 11.45% for age 28 at entry into the retirement plan). The additional three percent (3%) member contribution previously paid as an employer contribution will be applied towards the member's total combined contribution for the basic member contribution rate at 133% plus 50% of the retiree COLA benefit, with the remaining member contribution phased in as follows:

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July 1, 2020	1%
January 1, 2021	1%
January 1, 2022	amount needed to equal 50% of the cost as determined by SJCERA (e.g., 1.61% for age 28 at entry into the retirement plan)

All contributions made by employees shall be treated as pre-tax deductions but shall not reduce the employee's reportable income for purposes of retirement benefits.

Tier II Retirement Plan

Employees hired on or after January 1, 2013, without pension reciprocity (i.e., "new" members) are provided the CERL 2.7% @ 57 safety member formula with the 36-month final compensation period. An annual post-retirement cost of living adjustment (COLA) of up to three percent (3%) shall be maintained for monthly benefits payable to retired Tier II members or their beneficiaries.

Tier II members shall pay 50% of the normal cost of retirement benefits (including 50% of retiree COLA benefit) as determined by SJCERA. All contributions made by employees shall be treated as pre-tax deductions but shall not reduce the employee's reportable income for purposes of retirement benefits.

10.7 Deferred Compensation Plan

Members of this unit shall be able to enroll into and participate in the District's deferred compensation plan

10.8 Leaves

10.8.1 Vacation

Paid vacation leave is a benefit. The use of such paid time shall be approved and scheduled by the District, who will take into account the desires of employees, seniority of employees, and the workload requirements of the District.

Employees shall take vacation leave regularly each year and are encouraged to take vacation leave for at least a full week at a time. To give effect to this policy and so that employees utilize their benefits, limitations shall be placed on the amount of unused vacation leave an employee is allowed to accumulate.

10.8.1.1 Holidays and Vacations

Employees may submit requests to use vacation leave on the following four (4) holidays:

- (1) Thanksgiving
- (2) Christmas Eve
- (3) Christmas Day
- (4) New Year's Eve

If overtime is required in order to grant an employee's request to take vacation leave on any of these holidays and the overtime cannot be filled 15 days prior to the requested vacation day, the employee requesting the time off must cancel the request and work their regularly scheduled shift.

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10.8.1.1 Vacation Leave Accrual

The following vacation earning and accrual standards apply to all employees:

- (1) From the beginning of the employee's first year of employment to the end of the employee's fifth year of employment with the District, the employee will earn six (6) shifts of vacation leave per year (144 hours annually at 12 hours per month).
- (2) From the beginning of the employee's sixth year of employment to the end of the employee's 10th year of employment with the District, the employee will earn nine (9) shifts of vacation leave per year (216 hours annually at 18 hours per month).
- (3) From the beginning of the employee's 11th year of employment to the end of the employee's 15th year of employment with the District, the employee will earn ten and one-half (10.5) shifts of vacation leave per year (252 hours annually at 21 hours per month).
- (4) From the beginning of the employee's 16th year of employment to the end of the employee's career with the District, the employee will earn twelve (12) shifts of vacation leave per year (288 hours annually at 24 hours per month).

10.8.1.2 Vacation Eligibility

Employees are eligible to use vacation leave following 90 days of employment with the District.

10.8.1.3 Limit on Accumulation

Employees may not accumulate more than two (2) times their annual vacation earnings and accrual amounts for their years of employment with the District. Once the maximum accrual is reached, employees cease accruing additional vacation leave until their vacation leave bank drops below the maximum limit.

10.8.1.3 Cancellation of Leave

The District shall not cancel an employee's approved vacation leave except in emergency situations or highly extraordinary circumstances.

Employees may cancel their approved vacation leave provided the cancellation occurs at least fifteen (15) calendar days prior to the shift. If an employee requests to cancel approved vacation for which another employee agreed to work overtime to cover the shift, the employee who accepted the overtime must agree to the cancellation. If the employee scheduled to work the overtime does not agree to the cancellation, the employee who scheduled the vacation will be required to take the time off.

10.8.1.4 Vacation/CTO Cash-out

Employees may elect to cash-out accrued vacation for an aggregate total of not more than 50% of their annual accrual rate. Vacation cash-out requests shall be made in writing to the Office of the Fire Chief. Payout of vacation hours may take up to two (2) pay periods.

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If an employee who has converted OT to CTO elects to then cash out CTO, or upon separation from the District, the employee will be cashed out at their regular rate of pay.

Vacation shall also be paid at the regular rate of pay upon separation from the District for the total amount of accrued vacation.

10.8.2 Holiday in lieu Pay

Employees shall receive one-hundred and fifty-six (156) hours of holiday in lieu pay annually without regard for when holidays occur or whether such employees actually work on recognized holidays. Employees will be paid six (6) hours every pay period. Holiday in lieu pay shall be compensated at the employee's regular rate of pay.

10.9 Sick Leave

Employees are entitled to use their earned sick leave benefits to be off work without the loss of compensation under the following conditions:

- (1) For the employee's own illness or injury or for the illness or injury of the employee's family member. For purposes of this Section, "family member" is defined as a biological, adopted, or foster child; stepchild; legal ward, or a child to whom the employee stands in loco parentis; a biological, adoptive, or foster parent; stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; or sibling.
- (2) For the employee's receipt of required medical or dental care or consultation or for the required medical or dental care or consultation of the employee's family member.
- (3) For employees who are victims of domestic violence, sexual assault or stalking as specified in state law.
- (4) The Fire Chief may require medical certification or other substantiating evidence of illness for any period for which such leave is sought. Such requests shall not be made on an arbitrary or discriminatory basis.
- (5) Each hour of illness or injury shall be deducted from the employee's accumulated sick leave benefits.
- (6) Employees shall be entitled to use a maximum of 144 hours of accumulated sick leave in any calendar year to attend to the illness of a sick family member as defined in this section. *A registered domestic partnership requires filing an Affidavit of Domestic Partnership with the Secretary of State.

10.9.1 Notification of Sick Leave

Usage Employees shall contact the on-duty Battalion Chief and advise of their intent to use sick leave at the earliest time possible and no later than 0630 hours the morning of their shift unless unexpected circumstances arise warranting notification at a later time.

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10.9.2 Accumulation of Sick Leave

Employees shall accumulate sick leave from their first day of employment and shall continue doing so as long as they are employed. Employees are entitled to use sick leave beginning at the first day of illness. Sick leave shall be based on actual hours lost due to illness or off-duty injury. Employees shall earn and accumulate sick leave at the rate of eighteen (18) hours per month for actual time worked with no limit on the amount of accumulation.

10.9.3 Sick Leave Certification

The Office of the Fire Chief may request a doctor's certification or other reasonable proof of illness when an employee's illness results in an absence from work for more than two (2) consecutive shifts, or directly precedes or succeeds approved time off or District travel.

10.9.4 Sick Leave Conversion

Employees who were hired prior to July 1, 2012, and who retire under SJCERA may elect to convert their accumulated sick leave for retiree medical benefits at the conversion rate of twenty-four (24) hours of accumulated sick leave for one (1) month paid medical benefits up to the employee plus dependents (family) level. For all current active employees employed on or after July 1, 2020, this benefit shall continue for the retired employee's surviving spouse and/or other dependents for two (2) years or until exhausted, whichever occurs first. In the alternative, the retiring employee may elect to receive a lump sum cash payment equal to thirty percent (30%) of the value of their accumulated sick leave hours, based on the employee's regular rate of pay at the time of retirement, up to a maximum of 1728 hours.

Employees who were hired after July 1, 2012, and who retire under SJCERA may elect to convert their accumulated sick leave into a bank to pay for medical benefits following their retirement. Accumulated sick leave will be converted at the rate of one and one-half (1.5) times the employee's regular rate of pay at the time of retirement for each one (1) hour of accumulated sick leave for the payment of medical premiums up to the employee plus one dependent level. For all current active employees employed on or after July 1, 2020, this benefit shall continue for the retired employee's surviving spouse and/or other dependents for two (2) years or until exhausted, whichever occurs first. In the alternative, the retiring employee may elect to receive a lump sum cash payment equal to thirty percent (30%) of the value of their accumulated sick leave hours, based on the employee's regular rate of pay at the time of retirement, up to a maximum of 1728 hours.

Employees who voluntarily separate from the District for reasons other than retirement with at least ten (10) years of service with the District will receive a lump sum cash payment equal to twenty percent (20%) of their accumulated sick leave hours, based on the employee's regular rate of pay at the time of separation, up to a maximum of 1728 hours.

Employees who voluntarily separate from the District for reasons other than retirement with at least fifteen (15) years of service will receive a lump sum cash payment equal to twenty-five percent (25%) of their accumulated sick leave hours, based on the employee's regular rate of pay at the time of separation, up to a maximum of 1728 hours.

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Employees who voluntarily separate from the District for reasons other than retirement following twenty (20) years of service will receive a lump sum cash payment equal to thirty percent (30%) of their accumulated sick leave hours, based on the employee's regular rate of pay at the time of separation, up to a maximum of 1728 hours.

Employees who voluntarily separate from the District for reasons other than retirement and receive a lump sum cash payment shall forfeit all sick leave hours in excess of the hours cashed out.

Employees who retire under SJCERA with less than twenty (20) years of service with the District may elect the same cash out options as employees who voluntarily separate for reasons other than retirement.

10.9.4 Other Leaves

10.9.4.1 Catastrophic Leave Program

Employees who have completed their initial probationary periods are eligible to donate paid leave and/or receive donations of paid leave that are included in the recipient employee's sick leave balance. Participation in the CLP is voluntary and recipient employees shall not offer anything of value to another employee in exchange for donating leave.

Leave donations are only available to employees who suffer a catastrophic illness or injury, which is defined as a serious medical condition considered to be terminal, a major physical impairment, or a family medical emergency (defined as a catastrophic illness or injury of a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, spouse, registered domestic partner, grandparent, grandchild, or sibling residing in the employee's household), subject to the following conditions:

- (1) All requests for this leave shall be submitted in writing describing the medical emergency by the recipient employee, a member of the recipient employee's family, or other person designated in writing to the Office of the Fire Chief.
- (2) The recipient employee is not eligible so long as the employee has paid leave time available; however, the request may be initiated prior to the anticipated date that all leave balances will be exhausted.
- (3) The recipient employee must provide a medical verification which meets the criteria above and a prognosis.
- (4) After the request has been approved and the employee has exhausted all of their paid leave, the employee is eligible to receive additional paid leave (to be paid at their normal rate of compensation) with respect to leave surrendered to the District-sponsored leave bank.

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- (5) Time donated will be converted from the type of time donated (sick or vacation) to sick leave and credited to the recipient employee's sick leave balance on an hour-for-hour basis. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.

Donations of Leave

Donations may be made in whole hour increments and are irrevocable. The donor employee may donate sick leave and/or vacation leave up to any amount, but the donor employee must retain one-hundred forty-four (144) hours of sick leave and seventy-two (72) hours of vacation leave. Donations may be made and received from any individual employed by the District.

All requests for donations of leave shall be submitted in writing to the Office of the Fire Chief. Upon approval of a requested donation, the amount of donated leave shall be deducted from the donor's leave bank and added to the District-sponsored leave bank. Donated leave is forfeited upon donation.

Bona Fide Employer-Sponsored (Medical) Leave-Sharing Arrangement

The CLP is intended to be a bona fide employer-sponsored (medical) leave-sharing arrangement described in Rev. Rul. 90-29, 1990-1 C.B. 11, (1990). In accordance with that ruling, leave transfers under the CLP will not be considered wages for the donating employee and will therefore not be included in gross income or subject to withholding. The donating employee incurs no deductible expense or loss either upon the donation or use by the recipient. Leave hours used by the recipient shall be paid at the recipient's normal rate of compensation and subject to all usual taxes and payroll deductions.

Employer Responsibility

Donations and receipt of leave under the CLP are subject to the approval of the Fire Chief. The Fire Chief's decision is not subject to the grievance procedure. The District will not be liable for any donations made by an employee.

10.9.4.2 Bereavement/Funeral Leave

Bereavement/Funeral Leave In the event of a death in the employee's immediate family, the District will grant up to two (2) 24-hour work shifts off with pay for employees assigned to a 56 hour work week, and 40 hours off with pay for employees assigned to a 40 hour work week, to handle family affairs and attend the service.

Bereavement/Funeral leave days shall be consecutive unless the Fire Chief or designee approves otherwise. If additional time is necessary, it must be requested by the employee and may be granted by the Fire Chief or designee. Additional time off for bereavement shall be deducted from the employee's accrued leave balances.

For purposes of this Section, 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, or grandparents (including grandparents of the employee's spouse or registered domestic partner) of the employee, or pet dog.

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Additional leave for funeral travel and related purposes, not to exceed two (2) work shifts, may be requested by the employee and granted by the Fire Chief when circumstances warrant it. When additional time is desired, employees may be permitted to take accumulated sick leave, vacation leave or CTO for the time off otherwise the additional leave will be unpaid. Bereavement leave is separate from all other leaves.

Employees will not have time deducted from their sick leave, vacation leave, or CTO until the employee has used the maximum bereavement leave.

10.9.4.3 Jury Duty or Leave to Testify

Employees who are summoned to serve on a jury must notify their 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.

Leave to Testify

Employees subpoenaed or otherwise called to appear as a witness in an administrative or legal proceeding about a work-related matter shall be granted time off with pay for all time necessarily spent in compliance of the subpoena or request to testify, including travel time, waiting time and time spent testifying as a witness.

Employees subpoenaed or otherwise called to appear as a witness on behalf of the District during their off-duty hours shall receive compensation as hours worked for all time necessarily spent in compliance of the subpoena or request to testify, including travel time, waiting time and time spent testifying as a witness.

10.9.4.4 Military Leave

Military leave shall be granted in accordance with the Military and Veterans Code and the Uniformed Services Employment and Reemployment Rights Act. Reinstatement shall be governed by the same laws. Employees requesting military leave shall provide the Fire Chief, whenever possible, with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of the military orders, the Fire Chief will accommodate the request for leave. Accrued vacation hours may be used to cover the absence (if available).

Employees who are unable to return to work following a military leave (or the designated beneficiary, if applicable) shall, in addition to all other legally recognized rights, receive the full value for all unused vacation leave, sick leave, compensatory time off, and any other accrued leave.

10.9.4.5 Industrial Disability

Leave Employees who become disabled by a work-related injury or illness as defined by California Worker's Compensation law shall be entitled to a leave of absence while so disabled, without loss of compensation, for up to one (1) year or until return to work or

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retirement, whichever occurs first. In the event a waiting period is required before an employee is otherwise eligible for any disability compensation allowance, employees shall continue receiving their regular compensation during said time.

If, in the opinion of the Fire Chief or designated representative, an employee who has reported for work is unable to safely perform the assigned duties of their position because of an industrial injury, the Fire Chief or designated representative may place the employee on disability leave for the remainder of the employee's shift.

Employees who are absent from work on disability leave shall not engage in any outside work or activity that is inconsistent with their disability.

10.9.4.6 Leave of Absence without Pay

Employees may be granted a leave of absence without pay for up to one (1) year with written permission from the Fire Chief. The Fire Chief's decision to grant or deny a leave of absence without pay or to extend a previously granted leave of absence without pay shall not be subject to the grievance procedure of this MOU.

A leave of absence without pay may be granted for any reason approved by the Fire Chief. However, employees shall not engage in other gainful employment unless the Fire Chief provides written authorization to do so. Employees who fail to adhere to the terms and conditions of their leave of absence may be terminated from employment. Further, employees who fail to return to duty following a leave of absence will be considered to have constructively resigned from their position and may be separated from District employment after being afforded procedural due process.

Employees shall be reinstated to their former positions at the conclusion of a leave of absence without pay. An approved leave of absence without pay is not a break in service or employment, and rights accrued at the time the leave is granted are retained by the employee; however, salary step increases, seniority, paid leave benefits and other similar benefits shall not accrue to a person during the period of an unpaid leave of absence. During the period of an unpaid leave of absence, all previously earned seniority and leave accruals shall be retained at the levels that existed as of the effective date of the leave. Time spent on leave of absence without pay pursuant to this section is not considered actual time worked.

10.9.4.7 Family Care and Medical Leave

Employees are entitled to unpaid family care and medical leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), and in accordance with District Personnel Rules and this MOU. To be eligible for FMLA/CFRA leave, the employee must:

- (1) have worked for the District for 12 months; and
- (2) have worked 1,250 hours during the 12 months prior to the start of leave; and
- (3) work at a location with 50 or more employees within 75 miles.

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Employees may, solely at their option, elect to use earned sick leave and/or accrued vacation leave before leave without pay during an otherwise unpaid family care and medical leave, except that an employee may use no more than 144 hours of accrued sick leave during an otherwise unpaid FMLA/CFRA leave to care for a family member who lives with the employee. Employees continue accruing vacation, sick leave and holidays during family care and medical leave for which they elect to use paid leave.

The District shall maintain its contribution toward health and welfare benefits during a family care and medical leave on the same basis that the District contribution would have been provided had the employee not taken family care and medical leave.

Employees shall retain their employee status during family care and medical leave, and the leave shall not constitute a break in service for any purposes, except that a leave in excess of 30 days will not count toward completion of probation.

10.9.4.8 Pregnancy Disability Leave

- (1) Pregnant employees are entitled to an unpaid leave of up to four (4) months, as needed, for the period(s) of time they are actually disabled by pregnancy, as determined by the employee's health care provider. Pregnancy disability leave shall be provided in accordance with state law, District Personnel Rules and this MOU.
- (2) Employees must exhaust accrued sick leave before leave without pay during an otherwise unpaid pregnancy disability leave. Employees continue accruing vacation, sick leave and holidays during pregnancy disability leave for which they use paid leave.
- (3) The District shall maintain its contribution toward health and welfare benefits during a pregnancy disability leave on the same basis that the District contribution would have been provided had the employee not taken pregnancy disability leave.
- (4) Employees shall retain their employee status during pregnancy disability leave, and the leave shall not constitute a break in service for any purposes, except that a leave in excess of 30 days will not count toward completion of probation. Other Leaves Employees are entitled to all other leaves as provided by state and federal law.

SECTION 11. INCENTIVE AND MISCELLANEOUS PAYS

11.1 Educational Incentive Pay

In addition to the wage rates established by Memorandum, the District shall pay premium pay for successful completion of the following credit hours and degrees offered by any accredited Jr. College or University.

Associates of Science/Arts Degree in Fire Science/Engineering, emergency management, business management, accounting, fire prevention, emergency medical services, public administration, or other subject matter relevant to the Fire Service or Public Service – five percent (5%)

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Bachelor of Science/Arts – seven and one-half percent (7.5%)

Master of Science/Arts – ten percent (10%)

11.2 Certification Incentive Pay

In addition to the wage rates established by the Memorandum, the District shall pay premium pay for the following certifications:

CFSTES Fire Officer – two and one-half percent (2.5%)

CFSTES Chief Officer – three and one-half percent (3.5%)

FSTEP Stike Team Leader (STEN) – two percent (2%)

The maximum aggregate amount of incentive pay for educational (11.1) and/or certifications (11.2) paid to the employee combined shall not exceed fifteen (15) percent.

11.3 Special Operations Incentive Pay

Employees assigned as members of any of the special operation teams designated by the Fire Chief (i.e., Hazmat, Dive,) shall receive incentive pay equal to two and one-half percent (2.5%) of their base pay for each specialty team assignment to a combined maximum of five percent (5%), provided the Team member meets the approved minimum standards for the respective special operation as established by the Fire Chief.

11.3.1 Selection as a Team Member

Employees seeking assignment to any of the three (3) core special operation teams must submit two letters of recommendation to the Fire Chief and must be approved by the current team. The Fire Chief retains the right of final approval for all team members. Special operation team members who are removed from special operations teams for disciplinary reasons must reapply and be approved as specified above, unless they successfully appeal the disciplinary action and are otherwise entitled to reinstatement to the team.

11.4 Longevity Incentive Pay

Employees shall be compensated for their time in service with the District at the following rates:

1. Employees will be paid an additional \$75.00 per month from the beginning of their 10th year with the District to the end of their 14th year with the District.
2. Employees will be paid an additional \$125.00 per month from the beginning of their 15th year with the District to the end of their 19th year with the District.
3. Employees will be paid an additional \$200.00 per month from the beginning of their 20th year to the end of their 24th year with the District.
4. Employees will be paid an additional \$300.00 per month from the beginning of their 25th year to the end of their 29th year with the District.
5. Employees will be paid an additional \$450.00 per month from the beginning of their 30th year to the end of their career with the District.

11.5 Clothing Allowance

All employees in this unit shall receive an annual clothing allowance of \$1,100 paid on the first pay period in each July.

New Employees or employees who are recalled from lay-off will receive a prorated amount of the annual clothing allowance for the remainder of the fiscal year immediately upon being hired or rehired. Employees must purchase a new pair of Cal-OSHA compliant leather safety boots no less frequently than every three (3) years.

SECTION 12. EMERGENCY MEDICAL TECHNICIAN CERTIFICATION

Employees are required to possess and maintain a minimum of a valid EMT certification in accordance with all state and county requirements (licensed paramedics in the District's paramedic program are excluded from this requirement, however are allowed to maintain both Paramedic Licensure and EMT certification concurrently). The District shall reimburse employees and/or pay all costs associated with certifying or recertifying as an EMT, including administrative fees and the cost to complete any new mandatory training requirements imposed by the State of California or the San Joaquin County Emergency Medical Services Agency (SJCEMSA).

The District shall provide employees with training and continuing education that meets all current requirements and standards of the State of California and the SJCEMSA. The District shall schedule all required training and continuing education during an employee's on duty hours unless alternative scheduling is agreed to by the employee and the Fire Chief.

SECTION 13. PARAMEDIC PROGRAM

Battalion Chiefs licensed as paramedics shall not be considered to be inclusive in the minimum Paramedic Staffing as identified by the District for the paramedic program. Paramedics that elect to not renew their license must either maintain or obtain an EMT certification prior to forfeiture and maintain this certification as a condition of employment.

13.1 Paramedic Licensing and Continuing Education

Paramedics assigned to administrative oversight of the paramedic program are responsible for maintaining their paramedic licenses and fulfilling all state and county licensure, accreditation and continuing education requirements. The District will pay all licensing, accreditation and continuing education fees and cost (excluding late fees and penalties) associated with paramedic licensure and accreditation.

The District will pay for or provide required continuing education for paramedics (48 hours every two years) at no cost to employees with administrative oversight of the paramedic program.

13.2 Paramedic Pay

Any Chief Officer assigned to the administrative oversight functions of the District's Advanced Life Support (ALS) Paramedic Program will be an accredited paramedic and will receive additional compensation equal to twelve percent (12%) of their base pay.

13.2.1 Paramedic Preceptor/FTO Pay

Paramedics who serve as preceptors/field training officers to paramedic students / trainees / interns shall receive sixty dollars (\$60) per shift when precepting/training a paramedic student / trainee / intern.

SECTION 14. DISCIPLINE

The District shall take all reasonable steps to coach, counsel and train employees in an effort to correct performance problems before initiating disciplinary action against any employee. If performance problems persist following meaningful efforts to coach, counsel and train employees in the proper performance of their job duties and to meet all reasonable expectations of employment, the District may discipline employees for just cause in accordance with this Section and the Firefighter's Procedural Bill of Rights Act. Disciplinary action will generally be initiated at the lowest level possible and will be progressive in nature. However, the District reserves the right to initiate disciplinary action at a higher initial level based on the nature and seriousness of the misconduct.

14.1 Levels of Disciplinary Action

The following forms of disciplinary action may be imposed by the District in progressive order as listed below beginning with the lowest level and progressing to the highest level of severity:

- (1) Memorandum of Discussion: A memorandum of discussion is a statement of action for minor or first time violations of rules, regulations, orders, policies, or procedures. This memorandum will be included in the employee's personnel file but may be removed after one (1) year if there are no repeat violations during that time. A memorandum of discussion is written by an officer and presented to the employee. The Fire Chief will be informed of this action.
- (2) Letter of Reprimand: A letter of reprimand is reserved for more serious offenses or violations and is a more formal version of discipline. A letter of reprimand is appropriate for repeated violations of rules, regulations, orders, policies, or procedures. This letter is to be signed by the Fire Chief or Acting Fire Chief and presented to the employee. Letters of Reprimand become a permanent part of an employee's personnel file.
- (3) Reduction in pay (i.e., a reduction in pay to a lower pay step within the employee's rank).
- (4) Suspension without pay or benefits for a minimum of one (1) day and up to a maximum of thirty (30) consecutive calendar days. Employees suspended for disciplinary reasons do not earn salary, benefits or seniority while on such suspension.
- (5) Demotion to a lower classification.
- (6) Discharge.

14.2 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, the employee shall be entitled to representation by a representative of the employee's choice, including a Unit representative or attorney, if so requested. Investigatory interviews shall be conducted in accordance with the Firefighters Procedural Bill of Rights Act. The employee shall also be entitled to such representation at any subsequent step of the disciplinary process and for any appeal. The representative shall not be a person who is also subject to the same investigation.

14.3 Causes for Discipline

The District may take disciplinary action for any of the following causes:

- (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 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 the employee's activities on the job, willfully fails or neglects to perform the directed act. Refusal to cooperate with the fitness for duty examination may constitute insubordination.
- (7) Discourteous or disrespectful treatment of the public, fellow employees, or supervisors.
- (8) Intoxication while on duty.
- (9) Inexcusable neglect of duty.
- (10) Grossly negligent or willful damage to District property, equipment or vehicles, or waste of District supplies or equipment.
- (11) 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.
- (12) Misuse of medical or disability leave for purposes not authorized or provided for pursuant to the District's leave policies.
- (13) Excessive or unexcused absenteeism and/or tardiness.
- (14) 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.
- (15) Willful violation or refusal to follow any reasonable policies, procedures, rules and regulations governing employee conduct and operations of the Fire District, including safety rules and standards.
- (16) Violation of the District's anti-discrimination and anti-harassment policies.

14.4 Pre-Disciplinary Due Process

14.4.1 Notice of Intent to Discipline

Before imposing any disciplinary action involving a reduction in pay, suspension without pay, demotion or discharge, the District shall provide the employee with advance written notice of the proposed action either by personal delivery or by registered or certified mail, return receipt requested. The notice of intent 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 and materials 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 the right to respond, either orally or in writing, to the proposed disciplinary action and of the manner and a reasonable 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 reasonable time outlined, the employee's right to provide a pre-disciplinary response shall be waived, and the discipline may be imposed as proposed.
- (7) A statement that the employee is entitled to representation in the matter if requested.

14.4.2 Employee Response

The affected employee may, within ten (10) business days (excluding Fridays, Saturdays, Sundays, District holidays) after receiving the written notice of intent, respond to the proposed disciplinary action either orally or in writing, to a reasonably neutral, impartial and uninvolved decision-maker with authority to recommend to the District that the proposed discipline be modified, rejected or sustained (Skelly Officer). If the employee fails to respond to the notice of intent within the time period specified, the employee right to respond is waived at this level and the discipline may be imposed as proposed.

14.4.3 Final Action

After considering the report and recommendations from the Skelly Officer, including the employee's response, defenses or mitigating circumstances, the Fire Chief or designee will render a final decision on whether to impose the discipline identified in the notice of intent. If the Fire Chief or designee imposes final discipline, the employee has a right to appeal the decision to final and binding arbitration as set forth in Sections 17.2.2.2 and 17.2.2.3 of this MOU. The imposition of final discipline will not be stayed pending resolution of the appeal.

SECTION 15. GRIEVANCE PROCEDURE

15.1 Definition

A grievance is any dispute involving the interpretation or application of any provision of this MOU or the application of any District rules, regulations, policies or procedures relating to personnel practices and working conditions. Appeals from the imposition of final discipline shall also be presented directly at Step

2 of this procedure.

Grievances may be presented by individual employees, a group of employees, or the Unit.

Employees who are grievants may be represented by the Unit at any step of the grievance process.

The District agrees to grant one (1) Unit representative reasonable time off during their regular work hours without the loss of compensation or benefits to represent and assist employees who desire Unit representation in the processing of a grievance. The grievant and authorized Unit representative shall 28 obtain approved time-off from their company officer or other authorized supervisor before leaving their duty, assignment or station for purposes of conferring with employees and/or processing a grievance. The parties may mutually agree to settle a grievance at any time.

15.2 Grievance Procedure

Grievance Procedure Grievances shall be processed as set forth below. Notwithstanding the timelines contained in this grievance procedure, the parties may mutually agree to extend any timeline. The District's failure to respond within the time limits set forth in this grievance procedure or mutually agreed upon shall entitle the grievant to advance the grievance to the next step. The parties may mutually agree to bypass lower steps of the grievance procedure. Grievances regarding the payment of compensation must be filed initially as formal grievances with the Office of the Fire Chief.

15.2.1 Informal Discussion

Employees are encouraged to meet with their immediate supervisor in an attempt to resolve a potential grievance through informal discussion. Every attempt will be made to resolve the issue at this level. The immediate supervisor shall render a decision on the same day as the informal discussion with the employee.

15.2.2 Formal Grievance

If the issue is not resolved at the informal level or if the employee is required to initiate a formal grievance at Step 1 in the first instance, the following procedures must be followed.

15.2.2.1 Step 1 – Filing with the Office of the Fire Chief

Formal grievances must be filed with the Office of the Fire Chief within fifteen (15) calendar days of the grievant's discovery of the event(s) giving rise to the grievance. Formal grievances must be in writing and must state the facts supporting the grievance, identify the MOU sections or District rules, regulations, policies or procedures allegedly violated or misinterpreted, and describe the requested remedy.

Within fifteen (15) calendar days following submission of the formal grievance, the Fire Chief or designee will investigate the grievance and meet with the grievant in an attempt to reach a mutually satisfactory resolution. The Fire Chief or designee will provide a written response to the grievance within fifteen (15) calendar days following the meeting.

15.2.2.2 Step 2 – Binding Arbitration

If the formal grievance is not resolved at Step 1 or if an employee appeals from final discipline, the grievance or disciplinary appeal shall be referred to binding arbitration upon written notice by the grievant or affected employee to the Office of the Fire Chief within fifteen (15) calendar days following receipt of the Step 1 response or within fifteen (15) calendar days following written notice to the affected employee of the final disciplinary action.

If arbitration is requested or a disciplinary appeal is filed, the parties shall request a list of seven (7) labor arbitrators from the State Mediation and Conciliation Services (SMCS) within five (5) calendar days. Following receipt of the list, the parties shall have fifteen (15) calendar days to select an arbitrator by alternately striking names from the list. The party to strike the first name shall be determined by coin flip. The parties shall immediately inform SMCS and the arbitrator of their selection. The parties shall endeavor to schedule an arbitration hearing as soon as possible.

15.2.2.3 Arbitration Hearing

The arbitrator shall conduct an evidentiary hearing and prepare a written decision and award. The arbitrator's decision and award shall be final and binding on the parties to the arbitration.

The arbitrator may retain jurisdiction to clarify the decision and award and to resolve any disputes between the parties over the proper determination and implementation of the remedies and relief awarded by the arbitrator.

The arbitrator's authority shall be limited to resolution of the issue(s) submitted by the parties and the authority conferred by this MOU. The arbitrator shall have no power to add to, subtract from, or otherwise modify any provision of this MOU.

The arbitrator shall have the authority to issue or direct the issuance of subpoenas for the attendance and testimony of witnesses and for the production of documents and things at the arbitration hearing.

The arbitrator shall have the authority to resolve any pre-hearing motions presented by either party. A party that presents a pre-hearing motion (including but not limited to challenges to arbitrability) that is denied by the arbitrator shall be solely responsible for the arbitrator's fees and expenses relating to resolution of the pre-hearing motion.

The arbitrator shall have the authority to determine if the parties complied with the procedural requirements for processing a grievance to arbitration.

The cost of the arbitrator and a court reporter shall be shared equally by the District and the Unit, except for arbitrations involving disciplinary appeals for which the District shall pay for all fees and expenses of the arbitrator.

The parties to the arbitration hearing shall bear their own costs for legal representation and the presentation of their respective cases.

SECTION 16. LIGHT-DUTY WORK ASSIGNMENTS

16.1 Purpose

The purpose of this section is to facilitate the return to work of industrially and non-industrially injured or ill employees. These employees should return to work in a capacity consistent with their temporary disability, which precludes their performance of full and normal duties but allows the employee to perform productive work without fear of aggravating their condition.

16.2 Modified or Light-Duty Work

The Office of the Fire Chief may assign temporarily disabled employees to perform modified or light duty work (i.e., a reasonable accommodation) through an interactive process, when such work is available and consistent with the employee's physical restrictions as determined by the injured employee's treating physician. A leave of absence may also be considered a reasonable accommodation if circumstances warrant.

The District will engage in a timely, good faith interactive process when an employee requests reasonable accommodations or when the District becomes aware of the possible need for an accommodation. This awareness might come through a third party, by observation, or because the employee has exhausted leave benefits but still needs reasonable accommodation. The process requires an individualized assessment of both the job and the specific physical or mental limitations of the individual that are directly related to the need for reasonable accommodation.

Fire suppression employees shall not suffer a reduction in their normal pay and benefits as a result of performing modified or light duty work.

If the light duty is warranted and the work is available within the division of the employee's original assignment, the employee will be returned to work in a light duty capacity. If light duty is not available within the division of the employee's original assignment, an appropriate alternative shall be sought. If an alternative is available, the employee will return to work in the alternative division. Employees shall not be required to accept light duty assignments outside of the District.

Light duty assignments will continue until the employee's treating physician determines that the employee is ready to be fully and completely released to return to normal working duties and activities.

SECTION 17. MEDICAL TREATMENT FOR OCCUPATIONAL INJURY/ILLNESS

The District shall designate a medical facility or physician for the treatment of employees who require medical attention because of a job-related injury or illness.

Consistent with the provisions of California Labor Code section 4600, employees may pre-select a personal physician prior to the occurrence of an occupational injury or illness. This selection must be submitted on a form provided by the District.

SECTION 18. SAFETY EQUIPMENT

The District shall provide safety equipment as required by Cal-OSHA. The District shall also provide other safety equipment deemed necessary for the performance of work. All provided equipment shall meet applicable Cal-OSHA standards.

SECTION 19. OUTSIDE EMPLOYMENT

Employees may not engage in any outside employment that constitutes a conflict of interest for the employee or the District. No emblem, badge, or other employee identification shall be used by an employee while engaged in any outside employment. The District shall not be liable or responsible for any injuries, lost compensation or other lost benefits resulting from an employee injury or illness incurred in connection with any outside employment. No employee shall engage in any outside employment during their working hours or while on any industrial injury or disability leave that violate their identified work restrictions.

SECTION 20. MISCELLANEOUS PROVISIONS

In the event of an occupational injury or illness that requires immediate medical attention, employees will be referred initially to the most readily available qualified medical provider to obtain any necessary and appropriate medical assistance or treatment.

20.1 Notification of Address/Phone Number

All employees, including those on leave of absence, shall notify the Office of the Fire Chief of all changes to their home addresses and telephone numbers. Failure to provide updated information within seven (7) days after a change of address or telephone number may be cause for disciplinary action.

20.2 Mileage Reimbursement

The District shall compensate employees who are directed by the Fire Chief or designee to use their personal vehicle to conduct District business. Compensation will be made according to the Internal Revenue Service's current per mile reimbursement rate or by providing gasoline for use in the employee's personal vehicle. Employees seeking mileage reimbursement must submit their reimbursement request by the end of each fiscal year.

20.3 Use of District Vehicle(s) for Grocery Shopping

Employees assigned to fire stations are permitted to use fire apparatus/vehicles during each shift to travel to grocery stores and purchase groceries for meals to be eaten at their stations.

20.4 Personnel Files

Employees shall be entitled to inspect and obtain copies of the contents of their personnel files by making an appointment with the Office of the Fire Chief. No written reprimand or performance evaluation shall be placed in an employee's personnel file until the employee has reviewed and been given an opportunity to acknowledge and sign the document. If the employee refuses to sign the acknowledgement, the document will be marked "employee refused to sign" signed by a witness, and placed in the employee's personnel file

20.5 Personal Exposure Records System

The District agrees to pay the annual enrollment fee for all employees to participate in the Personal Exposure Record program offered by California Professional Firefighters.

20.6 Leave Balances

The District will continue to provide accurate accounting of available sick leave, vacation, and compensatory time balances on "NetDuty" or other District approved software.

20.7 Merger or Consolidation

In the event the District contemplates merging or consolidating with another District or government agency, the District shall meet and confer with the Unit regarding the contemplated action.

20.8 Driver's License

All employees shall possess a valid California Drivers License required for operating fire apparatus or District vehicles.

20.8.1 Special Driver's License

If a specific license is required by the State of California to operate any or all of the District's fire apparatus, employees required to operate such apparatus in the course and scope of their employment must possess or obtain the appropriate license.

The District shall pay the cost of obtaining the specified license. The District shall pay the cost of any physical examination employees are required to complete in order to possess or obtain a specific license. The examination shall also be conducted on the District's time. If the employee is off duty, the employee shall be compensated at one and one-half times the regular rate of pay for time spent to complete the physical examination.

20.9 Operators Insurance

The District shall provide a minimum of \$250,000 liability insurance protection for every employee covered under this MOU that is responsible for the operation of fire apparatus.

SECTION 21. NO STRIKE-NO LOCKOUT

During the term of this MOU, the Unit agrees on behalf of itself, its representatives and its members, not to engage in, authorize, sanction or support any strike, slow down, stoppage of work, curtailment of production, concerted refusal to work overtime, refusal to operate designated equipment (provided such equipment is safe and sound as determined by the Fleet Supervisor and the Duty Chief), or any other concerted action against the District intended to impair the services provided by the District, to effect changes in the directives or decisions of management of the District, or to effect a change of personnel or operations of management or of employees of the District not covered by this MOU.

The District agrees not to engage in any lockout of employees during the term of this Agreement.

SECTION 22. SEPARABILITY OF PROVISIONS

Should any section, clause, or provision of this MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause, or provision shall not invalidate the remaining portions of this agreement. The remaining portions shall remain in full force and effect for the duration of this MOU. In the event of such invalidation, the parties agree to meet and confer immediately on substitute provisions for the sections, clauses, or provisions rendered or declared illegal. In the event any section, clause, or provision of this MOU contradicts any District or Department rules, resolutions, policies, procedures or orders, the terms of this MOU shall control.

SECTION 23. SCOPE OF AGREEMENT

During the course of negotiations culminating in this MOU, each party had the right to present proposals on all matters within the scope of bargaining. This MOU represents the full and complete agreement of the parties on all matters presented and considered during negotiations. All rights, privileges, and working conditions currently enjoyed by the employees that are not addressed in this agreement shall remain in full effect, unchanged and unaffected, unless later changed by mutual consent. This MOU supersedes and replaces the previous MOU executed by the parties with a term of July 1, 2024 through June 30, 2027.

Made and entered into this 19th day of December, 2024.

Mark Elliott, Chairperson
On behalf of the Board of Directors
Lathrop-Manteca Fire Protection District

Joshua Capper, Battalion Chief
On behalf of the Executive Staff of the
Lathrop-Manteca Fire Protection District

LATHROP - MANTECA BATTALION CHIEFS BARGAINING UNIT (BCBU)

Effective Dates: July 1, 2024 through June 30, 2027

APPENDIX A

Battalion Chief (FY 2024 - 2025) 7% Pay Increase per MOU				
<i>Step</i>	<i>Hourly</i>	<i>Bi-Weekly</i>	<i>Monthly</i>	<i>Annual</i>
A	\$ 40.85	\$ 4,575.20	\$ 9,912.93	\$ 118,955.20
B	\$ 42.89	\$ 4,803.68	\$ 10,407.97	\$ 124,895.68
C	\$ 45.03	\$ 5,043.36	\$ 10,927.28	\$ 131,127.36
D	\$ 47.28	\$ 5,295.36	\$ 11,473.28	\$ 137,679.36
E	\$ 49.64	\$ 5,559.68	\$ 12,045.97	\$ 144,551.68

Battalion Chief (FY 2025 - 2026) 6% Pay Increase per MOU				
<i>Step</i>	<i>Hourly</i>	<i>Bi-Weekly</i>	<i>Monthly</i>	<i>Annual</i>
A	\$ 43.30	\$ 4,849.60	\$ 10,507.47	\$ 126,089.60
B	\$ 45.47	\$ 5,092.64	\$ 11,034.05	\$ 132,408.64
C	\$ 47.74	\$ 5,346.88	\$ 11,584.91	\$ 139,018.88
D	\$ 50.13	\$ 5,614.56	\$ 12,164.88	\$ 145,978.56
E	\$ 52.64	\$ 5,895.68	\$ 12,773.97	\$ 153,287.68

Battalion Chief (FY 2026 - 2027) 6% Pay Increase per MOU				
<i>Step</i>	<i>Hourly</i>	<i>Bi-Weekly</i>	<i>Monthly</i>	<i>Annual</i>
A	\$ 45.90	\$ 5,140.80	\$ 11,138.40	\$ 133,660.80
B	\$ 48.20	\$ 5,398.40	\$ 11,696.53	\$ 140,358.40
C	\$ 50.61	\$ 5,668.32	\$ 12,281.36	\$ 147,376.32
D	\$ 53.14	\$ 5,951.68	\$ 12,895.31	\$ 154,743.68
E	\$ 55.80	\$ 6,249.60	\$ 13,540.80	\$ 162,489.60

BASE SALARY PAY SCALE