

Memorandum of Understanding for
MEMBERS OF THE EXECUTIVE STAFF of the
Lathrop-Manteca Fire District

July 1, 2016 – July 1, 2020

WHEREAS, 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 members of the Executive Staff; and

WHEREAS, such terms and conditions do not comprise all of the terms and conditions of employment of such members; and

WHEREAS, it is in the best interest of the Lathrop-Manteca Fire Protection District that such terms and conditions be set forth herein

NOW, THEREFORE, BE IT RESOLVED that the following terms and conditions of employment be, and they hereby are, made applicable to the

Administrative Staff which includes:

The Fire Marshal, Deputy Fire Marshal, Executive Assistant, Office Assistant, Fire Inspector, and the Permits Technician.

Suppression Staff:

Deputy Chief, Division Chief(s), Battalion Chief(s), Administrative Battalion Chief and Acting Battalion Chief(s). *As defined as a Chief Officer that is responsible for responding to incidents and as a duty chief.*

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 agreement unless changed by mutual consent with the Fire District Board.

The Fire Chief or his selected representative(s) shall be the representative on behalf of all Executive Staff.

1.00 Benefits:

Flexible Spending Plan

The District provides a Section 125 Flexible Spending Plan ("the Plan"). The regular and intended effect of the Plan, under current law, is to enable employees to choose between (a) the receipt of benefits which may not be subject to either State or Federal income tax or (b) a cash benefit which is subject to tax, but is not included in the employee's hourly rate.

The details of Plan eligibility and operational requirements are set forth in the Plan documents. Once enrolled in a cafeteria distribution plan, employees will only be permitted to modify the plan on the same basis as changes are permitted in health insurance plans, that

is, during open enrollment periods and when the employee's dependent status changes.

A. The District maximum contribution shall be the dollar amount equal to 100% of the medical premium for the PERS Choice Plan, by enrollment category. In no event shall the District contribution exceed 100% of the actual premium amount for the medical plan selected by the employee.

- Subscriber Only – Up to 100% of the PERS Choice premium
- Subscriber Plus One – Up to 100% of the PERS Choice premium
- Subscriber Plus Two or more – Up to 100% of the PERS Choice premium

B. Employee Medical Contributions:

The employee shall pay any difference between the District's contribution to the Cafeteria Plan, if applicable, and the actual premium of medical insurance selected by the employee. In no event shall the District's contribution exceed the actual cost of the premium.

C. Minimum Employer Contribution:

For qualifying regular full time employees enrolled in a CalPERS PEMHCA medical plan, the District is obligated to pay the minimum employer contribution to qualifying employees pursuant to CalPERS resolution and Government Code section 22892. The District Plan contributions above include the required minimum amount required under Government Code section 22892.

D. Waiver:

An employee may apply in writing to the District for waiver of required participation in the District's medical insurance program and to receive a payment in-lieu of medical insurance coverage. To be eligible to opt out of the District's medical insurance and receive a payment, the employee must have been employed prior to March 1, 2017, provide proof of current equivalent coverage through other sources, which the District deems acceptable and submit a signed waiver form. Payment in-lieu shall be \$500 monthly.

The District also agrees to provide Vision and Dental coverage for the employees and their dependents, with plans that are good as or better than existing.

Operators Insurance:

The District shall provide a minimum of \$250,000.00 Liability Insurance protection for every member covered under this written agreement that is responsible for the operation of Fire District Motor Vehicles.

Retirement Plan:

The District agrees to continue its' participation in the San Joaquin County Employee Retirement Act of 1937, Safety Officer, (Tier 1) and 3% @ 50 Plan. Non-Safety members of the Executive Staff shall continue to receive 2.5% @ 55 with the San Joaquin County Employee Retirement Act 1937. Tier 2 Safety Officer, 2.7% at age 57+, and Non-Safety/Executive Staff 2% at age 62.

Retirement Contributions:

- A. Employees will pay their entire employee contribution under the existing retirement plan, and 3% of the employer's contribution portion. The District will continue paying the employer contribution, (or 97% of), under the existing retirement plan. The employee

contribution shall be treated as a pre-tax deduction but shall not reduce the employees' reportable income for purposes of retirement benefits.

- B. Employees currently working prior to the commencement of this MOU shall have a reopener if the economy does make a turnaround in order to offset the employee contribution with wages in lieu of the District paying the Employee portion. This would only apply to the employees hired prior to this MOU.
- C. Employees hired after July 1st 2012, will be required to pay 50% of the COL of the normal cost and the employee's portion of the retirement contribution, in addition to 3% of the employer's contribution portion, as established by SJCERA
- D. An employee who retires under the County Retirement System with the District shall receive one (1) month paid medical benefits for the employee and his/her dependents for each twenty-four (24) hours accumulated sick leave. The employee may choose a different option, 30% cash payment for accumulated sick leave hours up to 1728 hours.
- E. Employees hired after July 1st 2012, who retire under the County Retirement System with the District may have their sick leave accrual converted in to a bank in order to pay for medical benefits post retirement. The sick leave hours will be converted in the following manner (1 hour is equal to 1 ½ times their salary). This amount will be set aside to allow for an employee to receive health care benefits up to the employee plus one package. The employee may choose a different option, 30% cash payment for accumulated sick leave hours up to 1728 hours.
- F. An employee who leaves the District for voluntary reasons other than retirement after ten (10) years of employment will receive in pay 20% of the sick leave hours up to a maximum of 1728 hours.
- G. An employee who leaves the District for voluntary reasons other than retirement after fifteen (15) years of employment will receive in pay 25% of the sick leave hours accumulated up to a maximum of 1.728 hours.
- H. An employee who leaves the District for voluntary reasons other than retirement after twenty (20) years of employment will receive in pay 30% of the sick leave hours accumulated up to a maximum of 1728 hours.
- I. In the event an employee retires before twenty (20) years of service with the District, he/she may choose the same options.

Deferred Compensation:

Executive Staff shall enjoy the current Deferred Compensation program.

VACATIONS:

Use of Vacation Leave

Vacation leave is a benefit; however, the District, taking into account the desires and "Time and Grade" of employee(s) and the workload requirements of the district, shall schedule the use of it.

Employees shall take vacation leave regularly each year and shall be encouraged to take vacation at least a full week at a time. In order to give effect to this policy and to realize the greatest benefit from vacation leave for both employees and the District, limitations shall be placed upon the amount of unused vacation leave an employee is allowed to accumulate.

Vacation Leave Allowance:

The following vacation earning and accrual schedule shall apply to all District Executive Employees:

From the beginning of the 1st year – completion of year 5;
144 hours @ 12 hours per month

From the beginning of the 6th year – completion of the 10th year;
216 hours @ 18 hours per month

From the beginning of the 11th year – completion of the 15th year;
264 hours @ 22 hours per month

From the beginning of the 16th + year(s);
288 hours, @ 24 hours per month

*New employee(s) (hired outside of the district) shall not be entitled to take vacation until after one (1) year of employment.

Vacation Buy Back

Executive Staff shall have the option to sell back a portion of their vacation to the fire district at the rate of 200 hours per year at their current hourly rate of pay. Executive Staff shall schedule their vacations by December 1 of each year vacations choices shall be done by "Time in Grade". Any time not scheduled by December 1 will be given upon mutual agreement by the Fire Chief and the employee.

The District shall not cancel an employee's approved vacation leave except in emergencies or under extraordinary circumstances.

Sick Leave:

Sick leave shall be allowed in case of actual sickness of the employee, or a member of the employee's family as provided in the following section:

Employees shall accumulate sick leave from their first day of employment and shall continue to do so as long as they are employed. Employees are entitled to use sick leave beginning the first day of illness. Sick leave shall be based on actual hours lost due to illness or off-duty injury.

All employees shall earn and accumulate sick leave at the rate of eighteen (18) hours per month with no limit on the amount of accumulation.

Leave Balances:

The District will continue to work on providing accurate accounting of sick leave and vacation balances as available on NetDuty.

Family Sick Leave:

An employee will be allowed to utilize a maximum of one hundred forty-four (144) hours per year of their sick leave allowance each year in the event of illness, injury or quarantine of and immediate family member. The immediate family shall be defined as Spouse and children of the employee, mother, father, brother, sister, grandparents of the employee, and those of the employee's spouse.

In order to receive compensation while absent on sick leave or because of the use of Family Sick Leave, the employee or someone on employee's behalf, shall notify the department prior to the employee's scheduled starting time. The Fire Chief may waive this requirement upon presentation of a reasonable excuse by the employee. The Fire Chief may require a physician's certificate.

Family Medical Leave Act (FMLA)

Both federal and state law provide for leaves of absence for the birth, adoption or placement for foster care of a child by an employee or to allow an employee to care for a member of their immediate family (i.e., spouse, parent, child, etc.) with a serious health condition. The law also allows an employee to take a leave of absence because of the employee's own serious health condition. FMLA/CFRA provides up to twelve (12) weeks leave during a "rolling" twelve-month period. In order to qualify for FMLA/CFRA, the employee must have twelve (12) months of continuous service and must have worked at least 1250 hours during the past twelve months. Employees are guaranteed reinstatement to the same or an equivalent position upon their return from FMLA/CFRA. Employees will be provided FMLA/CFRA leave in accordance with the law and this Memorandum of Understanding. Employees may apply for such leave by contacting the office of the Fire Chief. Employees on FMLA/CFRA for their own serious illness may use sick leave and/or vacation hours for FMLA/CFRA leave. Insurances for benefited employees on FMLA/CFRA will continue in effect as if the employee were working. Such employees will be responsible for making payment for dependent coverage.

Under California law, employees affected by pregnancy, childbirth or related conditions are entitled to request and take pregnancy disability leave for up to four (4) months. There is no "length of service or hours worked" requirement to be eligible for this leave.

Sick Leave Notice and Certification:

If an employee's illness results in an absence from work for more than three (3) consecutive days, then a doctor's certification or other reasonable proof of illness may be required by the Office of the Fire Chief.

The Office of the Fire Chief may make such sick leave usage reviews and may require such physician's documentation as deemed necessary to insure proper use of sick leave benefit.

Bereavement / Funeral Leave:

All full-time employees shall be granted bereavement/funeral leave with pay as necessary, but not to exceed five consecutive workdays upon the occasion of the death of a close relative. Bereavement leave may be extended if granted by the Fire Chief.

Close relatives are defined as Mother, father, sister, brother, wife, husband, child, grandparents, of the employee and those of the employee's spouse.

Bereavement leave is a separate leave from all other leaves. At no time shall an employee have time deducted from his/her sick leave, vacation leave or compensation time, until the employee has used the maximum.

Additional funeral leave for travel purposes not to exceed five work days may be granted by the Fire Chief when circumstances warrant the same. When additional time is desired,

employees may be allowed to take accumulated sick leave, vacation leave.

Jury Leave:

An employee summoned to jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay. Any jury fees received by an employee shall be remitted to the District.

Leave to Testify:

Employees who are required to appear and testify in court shall suffer no loss of pay for such appearances if such appearance relates to matters arising out of their official duty as employees of the District.

Military Leave:

Military leave will be granted in accordance with the Uniform Services Employment and Reemployment Rights Act of 1994, as amended and applicable provisions of federal, state and local law. Reinstatement shall be governed by the federal, state, and local laws referenced above. Employees must provide the Employer with copies of military/federal orders when military leave is requested and upon return from duty. 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.

Disability Leave:

For employee injury or disability falling within the provisions of the State Workers' Compensation Disability Act, disability compensation at the rate allowed under said Act shall be the basic remuneration during the employee's period of disability. In the case of full-time employees, other than temporary and provisional employees, additional compensation allowance shall be granted for not to exceed one year for any one period of incapacity. In the event a waiting period is required before an employee's disability compensation allowance is, payable, regular pay shall be provided during said waiting period.

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

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

Leave of Absence:

The Fire Chief, upon written request of an Executive Staff employee may grant for the good of the service a leave of absence without pay for a maximum period of one (1) year. Leaves hereby authorized shall include educational leaves, maternity leaves, and leave for any other purpose promoting the good of the service. Whenever granted, such leave shall be in writing and signed by the Fire Chief. Upon expiration of such a leave, the employee shall be reinstated to the position held at the time the leave was granted. Failure of the employee to report promptly at its expiration unless extended by the Fire Chief shall terminate his/her right to be reinstated.

Donation of Leave

Employees may donate leave to other employees under hardship circumstances if needed, provided that the following occur:

1. The donating employee must maintain a minimum balance of one-hundred forty-four (144) hours of sick leave that cannot be donated.
2. The donating employee must maintain a minimum balance of seventy-two (72) hours of vacation that cannot be donated
3. The employee receiving the donation may repay the leave to the donating party at a rate of six (6) hours per month for sick leave, and /or twelve (12) hours per month of vacation.
4. The Fire District shall not be held responsible for any donations that cannot be paid back or other misunderstanding between employees

Holidays:

The following are established as holidays for Administrative Staff

Employees: January 1 – News Year's Day

3rd Monday in January – Martin Luther King's Day

12th of February – Lincoln's Birthday

3rd Monday in February – President's Day

Friday before Easter Sunday

Last Monday in May – Memorial Day

4th of July – Independence Day

1st Monday in September – Labor Day

2nd Monday of October – Columbus Day

11th of November – Veteran's Day

4th Thursday of November - Thanksgiving Day & Friday

25th of December – Christmas Day

Employee's Birthday-floating holiday

All other holidays as may be proclaimed by the Governor of the State of California or the President of the United States

When the following positions: Deputy Chief, Division Chief, Administrative Battalion Chief and the Business Manager/Executive Assistant are required to work a holiday because of Assignment, workload, outside of their normal hours for the Fire District, that Holiday shall be recognized as a Floating Holiday for the employee. The employee shall use the Floating Holiday at their discretion within a **FOURTEEN-DAY** period after the Holiday has been worked. It is understood that the Floating Holiday does not accumulate and must be used within the **FOURTEEN-DAY** period after the Holiday occurs. Any Chief Officer working the Holiday for another Chief Officer due to trade, vacation, sick leave, strike team assignment or for other unforeseen reason shall be credited for that Holiday and will be credited for that

use. In this case, the employee shall have 14 days to use the Floating Holiday. **ANY HOLIDAY(S) THAT FALL ON A WEEKEND SHALL CREDITED THE SAME FOR THE EMPLOYEE(S).**

2.00 Salary Administration

Salary Administration Policy:

The policy governing preparation of a compensation plan shall be that of salary standardization, or like pay for like work.

The salary ranges for all employees covered by this agreement shall receive a 2 % increase of salary to begin upon approval of this agreement and 2% on July 1, 2017. With subsequent salary increases of 3% on July 1, 2018, and 3% July 1, 2019.

Eligibility for Advancement in Pay:

Employees may be advanced to higher steps as merged by progressive improvement in job skills and work performance. The time-in step requirements shall be at the discretion of the Fire Chief, but normally one year.

Salaries *

EXECUTIVE STAFF appreciates the nature of the current budget process and with that reserves the right to reopen Negotiations for Salaries at a later time.

See Attachment "A" for the positions and salaries with ranges that coincide with line personnel raises, the "basic rate of pay" equals annual salary divided by 2080 hours.

For the purpose of this agreement, all time paid is considered time worked.

The Executive Assistant shall receive time and one-half pay or CTO time for all Fire District Board Meetings, Special Board Meetings, and special functions assigned outside of their normal work hours.

Pay Periods:

The District shall continue bi-weekly pay periods in effect. The basic payday shall be every other Friday.

Supplemental Pay Processing:

The District shall process the uniform allowance as supplemental pay.

3.00 Various Additional Allowances

Educational Incentive:

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

Fire Science Certificate - two and one half (2 ½) percent per month; or

Fire Officer Certification - two and one half (2 ½) percent per month; or

Associate Arts Degree in Fire Science / Engineering or 60 units of approved Fire Science study - five (5) percent per month.

The executive employee will be eligible for Educational Incentive at the time of hire. The aggregate amount paid to an employee *shall* not exceed five (5) percent.

The District *shall* pay all costs for any employee required to attend mandatory educational courses, classes, workshops, or seminars or any educational requirements.

Suppression Staff Holiday Pay

Any Chief Officer assigned to work a holiday shall receive time and one half (1½) for eight (8) hours of the holiday and time and one half (1½) for every hour worked on call back.

Special Operations Incentive Pay

Members of the three (3) core special operation teams as designated by the Fire Chief shall receive incentive pay in the amount of 2.5 % commencing January 1st 2013 if the following criteria is met.

- A. Each team member must meet the minimum standards approved for the special operation that has been established by the special operation team members.
- B. All new team members must be approved by the current team and shall submit two letters of recommendation to the Fire Chief in order to be placed on the team.
- C. The Fire Chief shall have final approval of the team members.
- D. Team Members that find themselves under disciplinary actions could be removed from the team until the discipline is completed and shall have to re-apply under the same procedures as stated above.
- E. Members assigned to more than two special operational teams shall never receive more than 5.0 % incentive pay
- F. Members may be assigned to Station specific based Special Operations.

Clothing Allowance:

All employees under this agreement shall receive an annual clothing allowance of \$900.00 per year.

The clothing allowance pay shall be paid on the first pay period in July of each year.

New employees or employees recalled from lay-off will receive a prorated amount of the allowance for the remainder of the fiscal year immediately upon being hired or rehired.

Employees will be required to purchase a new pair of Safety Boots as required by Cal-Osha at a minimum of every three (3) years.

Longevity Incentive Pay:

Effective January 1, 2005, the District shall compensate Executive Employees covered by this agreement for time in service at the following rates:

15-20 Years of Service	\$50.00 per Month
21-24 Years of Service:	\$100.00 per Month
25-28 Years of Service:	\$200.00 per Month
29+ Years:	\$300.00 per Month

4.00 Miscellaneous Provisions

Physical Examinations

The District shall provide for a physical examination for all employees every two (2) years. The employee shall schedule the examination through the current health plan provided through this written agreement and the District shall pay the cost of the examination.

Safety Equipment

The District shall provide safety equipment as required by CAL-OSHA and NFPA such other safety equipment, as the District may deem necessary for the performance of work. All equipment provided shall meet applicable CAL-OSHA and NFPA standards.

Driver's License

Possession of a valid driver's license authorizing operation of a motor vehicle in California. All Executive Staff shall maintain the appropriate driver's license for their position. In the event said license requires a physical examination, the District shall pay for the cost of the examination, and the examination shall be conducted on District time.

Medical Treatment for Occupational Injury or Illness

Employees requiring medical attention because of job-related injury or illness shall obtain such treatment at a medical facility or from a physician designated by the District. Pursuant to the provisions of California Labor Code 4600, an employee may pre-select a personal physician prior to the occurrence of an occupational injury or illness, said selection to be filed on a form provided by the District for this purpose. In the event of an occupational injury or illness to an employee requiring immediate medical attention, the affected employee will be initially referred to the most readily available source qualified to provide the necessary assistance or treatment.

Mileage and Travel Expenses

If it is legally possible to do so, the District shall grant advance travel pay when requested by the employee at such times as the employee is traveling outside the County of San Joaquin on District business.

Employees who are directed by the Fire Chief or a designated representative to use their personal vehicle in the conduct of District business shall be compensated at the rate of current IRS factor per mile or shall be provided gasoline for the same vehicle. Reimbursement must be applied for by the end of each fiscal year.

Personal Exposure Record System

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

5.00 Duty Chief Standby Compensation

A Chief Officer, who is on standby, must be available within a reasonable response distance to respond. A fire district staff vehicle shall be provided to all chief officers for rapid deployment to incidents.

Duty Chief (Week)

As with the Shift Changes the Chief Officer is rotated as the DUTY CHIEF from Monday to Friday. When a Chief Officer is recalled to work between the hours from 1700 hrs. to 0800 hrs. he/she shall be compensated at straight time or CTO time. The employee that receives CTO in lieu of straight must take the time off within six months.

Employees who are called back to emergency calls shall, upon reporting, receive a minimum of (1) one hour of straight time pay. This pay shall be paid to the next full hour after the initial one (1) hour and fifteen (15) minutes.

Duty Chief (Weekend)

WEEKEND DUTY CHIEF Coverage shall receive a Weekend Compensation Rate. The Chief Officer must work his/her assigned WEEKEND DUTY CHIEF Coverage in order to receive Weekend Compensation Rate. Any Chief Officer working in place of the assigned WEEKEND CHIEF OFFICER shall receive the Weekend Compensation Rate. WEEKEND DUTY CHIEF COVERAGE may be split between two CHIEF OFFICERS.

The assigned DUTY CHIEF shall receive the Weekend Compensation Rate of \$150.00 for Saturday and \$150.00 for Sunday plus straight time for each call that he/she is dispatched too.

6.00 Merger or Consolidation

In the event, the District shall contemplate merging or co consolidating with another District or Government Agency, the District shall meet with the Executive Staff concerning the contemplated action.

7.00 Separability of Provisions

Should any section, clause or provision of this written agreement 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 hereof, and such remaining portions shall remain in full force and effect for the duration of the agreement. Upon such invalidation, the Parties agree immediately to negotiate on substitute provisions for such parts or provisions rendered or declared illegal.

8.00 Scope of Agreement

Except as otherwise specifically herein, this Memorandum of Understanding represents the full and complete incorporation of those proposals, which were considered and evaluated pursuant to the negotiation process. This memorandum of Understanding constitutes the entire and sole agreement between the Parties on all matters, which were presented during the negotiations process.

9.00 Duration

The memorandum of Understanding shall be effective July 1, 2016 except for the provisions of the Memorandum of Understanding which have been assigned other effective dates as herein above set forth, and shall remain in full force and effective through July 1, 2020.

10.00 Indemnification

The Fire District shall defend, save harmless, and indemnify the Employee against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as Executive Staff with the Lathrop-Manteca Fire District. The Fire District will compromise and settle any such claim or suit and the amount of any settlement or judgment rendered thereof. It is expressly understood that the Fire District is not responsible for any awards involving punitive damages.

Made and entered into this 16th day of March, 2017.



Gloryanna Rhodes, Chair Person
On behalf of the Board of Directors
Lathrop-Manteca Fire Protection District



Gene Neely, Fire Chief
On behalf of the Executive Staff of the
Lathrop-Manteca Fire Protection District