

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

July 1, 2020 – June 30, 2023

**PREAMBLE**

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. 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 Lathrop-Manteca Fire Protection 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

Administrative Staff which includes:

The Fire Marshal, Deputy Fire Marshal, Executive Assistant, Office Assistant, Fire Inspector(s), and the Permits Clerk.

Suppression Staff:

Deputy Chief, Administrative Division Chief(s), Battalion Chief(s), Acting Battalion Chief(s). *As defined as a Chief Officer that is 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 this agreement unless changed by mutual consent with the Fire District Board of Directors.

**SECTION 1. BENEFITS**

**1.1 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.

**1.2 CalPERS Medical Plans**

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

### 1.2.1 The District's Maximum Contributions

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

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

### 1.2.2 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.

### 1.2.3 District's Statutory Minimum Contribution

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.

## 1.3 Vision and Dental Insurance

The District agrees to provide vision and dental coverage to employees and their 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.

## 1.4 Opt-Out Election

Employees hired prior to March 1, 2017 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 \$500 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.

Employees hired on or after March 1, 2017 are not eligible to receive the monthly cash in lieu payment.

Employees hired prior to March 1, 2017, who have not previously received cash in lieu payments are ineligible to opt-out and receive cash in lieu payments in the future. Employees who previously received cash in lieu payments and subsequently begin receiving employer provided medical insurance coverage are ineligible to again opt-out and receive cash in lieu payments.

## 1.5 Deferred Compensation

Executive Staff shall enjoy the current Deferred Compensation program.

## **SECTION 2. RETIREMENT**

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.

### **2.1 Tier I Retirement Plan**

Safety 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 members or their beneficiaries.

Non-Safety employees hired prior to July 1, 2012, or other eligible employees as defined by law, participate in the CERL 2.5% at 55 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 members or their beneficiaries.

Tier I members shall continue paying the "basic member contribution rate" expressed as a percentage of compensation. Commencing July 1, 2020, Tier I 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:

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.

### **2.2 Tier II Retirement Plan**

Safety 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.

Non-Safety employees hired on or after January 1, 2013 without pension reciprocity (i.e., "new" members) are provided the CERL 2.0% @ 62 general member formula with the 36-month final compensation period. An annual post-retirement cost of living adjustment (COLA) of up to three (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.

## SECTION 3. VACATIONS

### 3.1 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.

Executive Staff shall schedule their vacations by December 1 of each year vacations choices shall be done by "**Time and 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.

### 3.2 Vacation Leave Allowance

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

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

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

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

From the beginning of the 16<sup>th</sup> + 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.

### 3.3 Vacation Buy Back

Administrative Staff may request to cash out accrued vacation hours up to a maximum of two-hundred and forty (240) hours in the District's fiscal year.

Non-Exempt Suppression Staff may request to cash out accrued vacation hours up to a maximum of ninety-six (96) hours in the District's fiscal year.

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.

### 3.4 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.

Employees with existing vacation accrual banks in excess of the maximum limit may retain their excess vacation leave or may elect to cash-out the excess vacation hours in addition to the vacation cash out allowed pursuant to Section 3.3 of this MOU.

## SECTION 4. SICK LEAVE POLICY

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.*

### 4.1 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.

### 4.2 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.

### 4.3 Sick Leave Conversion

- A. 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. 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 one year or until exhausted, whichever occurs first. In the alternative, the employee may choose a different option, 30% cash payment for accumulated sick leave hours up to 1728 hours.

- B. Employees hired after July 1<sup>st</sup> 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. 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 one year or until exhausted, whichever occurs first. The employee may choose a different option, 30% cash payment for accumulated sick leave hours up to 1728 hours.
- C. 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.
- D. 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 1728 hours.
- E. 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.
- F. In the event an employee retires before twenty (20) years of service with the District, they may choose the same options.

## **SECTION 5. MISCELLANEOUS LEAVES**

### **5.1 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 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.

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.

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 compensatory time off (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.

### **5.2 Jury Leave**

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.

### **5.3 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.

#### 5.4 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.

#### 5.5 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 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.

#### 5.6 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.

#### 5.7 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;
- (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.

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.

#### 5.8 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.



### 5.9 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.

### 5.10 Other Leaves

Employees are entitled to all other leaves as provided by state and federal law.

### 5.11 Leave Balances

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

### 5.12 Donation 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.

#### 1. 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.

#### 2. 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.

## SECTION 6. HOLIDAYS

The following are established as holidays for Administrative Staff

\* Non-Exempt Suppression Staff will still be required to work their scheduled shifts.

Employees: January 1 – New Year's Day

3<sup>rd</sup> Monday in January – Martin Luther King's Day

12<sup>th</sup> of February – Lincoln's Birthday

3<sup>rd</sup> Monday in February – President's Day

Friday before Easter Sunday

Last Monday in May – Memorial Day

4<sup>th</sup> of July – Independence Day

1<sup>st</sup> Monday in September – Labor Day

2<sup>nd</sup> Monday of October – Columbus Day

11<sup>th</sup> of November – Veteran's Day

4<sup>th</sup> Thursday of November - Thanksgiving Day & Friday

25<sup>th</sup> 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 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).**

### 6.1 Holiday In Lieu Pay For Suppression Staff

Non-Exempt Suppression Staff shall receive nine (9) hours of holiday in lieu pay each month without regard for when holidays occur or whether such employees actually work on recognized holidays. Holiday in lieu pay shall be compensated at the employee's regular rate of pay.

### 6.2 Suppression Staff Holiday Pay

Any Exempt Chief Officer assigned to work a holiday shall receive time and one half (1 ½) for eight (8) hours of the holiday and time and one half (1 ½) for every hour worked on call back.

## **SECTION 7. SALARIES**

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

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

Effective July 1, 2020, the base salary ranges for all classifications shall increase by two percent (2.0%).

Effective July 1, 2021, the base salary ranges for all classifications shall increase by two percent (2.0%).

Effective July 1, 2022, the base salary ranges for all classifications shall increase by four percent (4.0%).

During the term of this 2020-2023 MOU, the District may request to re-open this section to re-negotiate the July 1, 2021 and/or July 1, 2022 salary range increases if the District Board declares a fiscal emergency based on significant budgetary shortfalls for FY 2021/2022 and/or FY 2022/2023.

Non Exempt Employees are subject to FLSA requirements

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

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

### **7.1 Pay Periods**

The District shall continue using bi-weekly pay periods with paydays normally occurring on every other Friday.

### **7.2 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.

### **7.3 Supplemental Pay Processing**

The District shall process the uniform allowance as supplemental pay.

### **7.4 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 (5.0) percent per month.

Associate Degree or higher in coursework related to Accounting, Business Administration, Finance, Public Administration, Human Resources Administration – five (5.0) percent.

California State Fire Marshal Certification – Certified Fire Inspector II - one (1.0) percent.

California State Fire Marshal Certification – Certified Plans Examiner, Fire Investigator, Fire Marshal –

two (2.0) percent per certification; not to exceed five (5.0) percent total.

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.

#### 7.5 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 1<sup>st</sup> 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.

#### 7.6 Uniform 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 pro-rated 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.

#### 7.7 Longevity Incentive Pay

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

- a. Employees will be paid an additional \$75.00 per month from the beginning of their 15th year with the District to the end of their 19th year with the District.
- b. Employees will be paid an additional \$150.00 per month from the beginning of their 20th year to the end of their 24th year with the District.
- c. Employees will be paid an additional \$300.00 per month from the beginning of their 25th year to the end of their career with the District.

## **SECTION 8. COMPLAINTS**

### **8.1 Complaints**

In the instance that a member of Executive Staff wishes to file a complaint, they may do so with the Office of the Fire Chief or the Human Resources Department.

## **SECTION 9. MISCELLANEOUS PROVISIONS**

### **9.1 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.

### **9.2 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.

### **9.3 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.

### **9.4 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.

### **9.5 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.

### **9.6 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.

#### 9.7 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.

### **SECTION 10. EXEMPT DUTY CHIEF STANDBY COMPENSATION**

An Exempt 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.

#### 10.1 Exempt Duty Chief (Week)

As with the Shift Changes the Chief Officer is rotated as the Duty Chief when an Exempt Chief Officer is recalled to work between the hours from 1700 hrs. to 0800 hrs. They shall be compensated at straight time or compensatory time off (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.

#### 10.2 Exempt Duty Chief (Weekend)

Weekend Duty Chief coverage shall receive a Weekend Compensation Rate. The Chief Officer must work their assigned Weekend Duty Chief coverage in order to receive the 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 Exempt Chief Officers.

The assigned Exempt 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 they are dispatched to.

### **SECTION 11. 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.

### **SECTION 12. 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.

### **SECTION 13. 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.

**SECTION 14. DURATION**


The memorandum of Understanding shall be effective July 1, 2020 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 June 30, 2023.

**SECTION 15. 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 17th day of September, 2020.

  
Tosh Ishihara, Vice-Chair Person  
On behalf of the Board of Directors  
Lathrop-Manteca Fire Protection District

  
Hailey Salazar, Executive Assistant  
On behalf of the Executive Staff of the  
Lathrop-Manteca Fire Protection District