



STAFF REPORT

Meeting Date: November 13, 2012
Agenda Item #

Agency: Belmont Fire Protection District

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Agenda Title: RESOLUTION OF THE BOARD OF DIRECTORS OF THE BELMONT FIRE PROTECTION DISTRICT APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE BELMONT FIRE PROTECTION DISTRICT AND THE FIRE MANAGEMENT UNIT (FMU)

Agenda Action: Resolution

Recommendation

Staff recommends the Belmont Fire Protection District (BFPD) adopt the attached resolution approving a Memorandum of Understanding (MOU) with the Fire Management Unit (FMU). The Memorandum of Understanding is a three year agreement which will run from October 1, 2012 through September 30, 2015.

Background

On October 1, 2011 The Belmont Fire Protection District established its own Fire Department. Employees hired on Oct. 1, 2011 as Battalion Chiefs received compensation and benefits pursuant to the BFPD Salary and Benefits Plan, which was adopted on July 12, 2011 and revised on August 9, 2011.

On December 13, 2011, the BFPD adopted the provisions of the City of Belmont's Resolution No. 3596 as the procedures for administration of employer employee relations between the Belmont Fire Protection and its employees.

On March 9, 2012, District Manager Greg Scoles approved the Fire Management Unit's request for formal recognition. Over the past several months, the Fire District Negotiation Team and Fire Management Unit representatives met and conferred in good faith regarding proposals for a MOU. This MOU is between the BFPD and the FMU, has a duration of three years, beginning October 1, 2012 through September 30, 2015.

The parties reached tentative agreement and the FMU membership ratified the agreement. The attached draft MOU has been forwarded to the FMU Negotiators for review.

Analysis

The draft MOU is attached as Attachment B (Exhibit A), Memorandum of Understanding between the Belmont Fire Protection District and FMU. The most notable highlights are referenced below:

- Retirement Plan Tiers:
 - Tier I: 3% @ 55 Formula, three (3) years compensation average are for employees hired on or after October 2011 and who were former employees of Belmont-San Carlos Fire

Department who are on an active eligible list lasting through October 2013.

Tier II: 2% @ 50 Formula, three (3) years compensation average for legacy employees as defined by the Public Employees' Pension Retirement Act (PEPRA) of 2013.

Tier III: 2% @ 57 Formula, three (3) years compensation average for new hires hired on or after January 1, 2013 and as defined by PEPRA.

- Caps placed for current employees on cash out and/or deferred compensation at the 2012 Kaiser Employee and 2+ Dependents Bay Area medical plan rates. The amount of the cash/deferred compensation that a current employee may receive will not increase during the term of the agreement unless the employee changes medical plans or coverage.
- Reduced medical plan costs for future employees: The District will continue to offer quality medical plan benefits to new hires but will realize major cost savings in that new hires (if the new hire selects any medical plan) will NOT receive any cash out or cash for use towards deferred compensation, health reimbursement or dependent care reimbursement. Those who choose to waive medical benefits with the District will be offered an incentive of one-half (1/2) of the Kaiser Employee rate.
- New "Defined Contribution" Retiree Medical Plan for New Employees: This significantly reduces medical plan costs for future employees. The District will continue to participate in the CalPERS Health Plan as governed by the Public Employees' Medical and Hospital Care Act (PEMHCA) and provide the minimum PEMHCA contribution for retirees, as required by law. Additionally, the District shall contribute a monthly contribution to a Retirement Health Savings account based on the years of service with the District. Employees will vest in the Retiree Health Savings Plan after ten (10) years of continuous service to the District. This provides significant cost savings to the District and limits OPEB (Other Post-Employment Benefits) liability.
- Effective the first pay period in October 1, 2012, the rate of pay for Battalion Chief job classification will be increased by one percent (1%). Effective the first pay period in October 1, 2013, the rate of pay for the Battalion Chief job classification will be increased by two percent (2%). There are no pay increases during the third year of the MOU.
- Hazardous Materials - Safety Officer Certificate: The District will seek funding from the Emergency Services Council of San Mateo County for an additional 0.5% toward Safety Officer Certificate and shall pay that increase upon receipt. In the event funding is not secured by October 1, 2014, employees possessing the Safety Officer Certificate will be paid an additional 0.5% of pay through District funds.
- Improved Dental Plan and Vision Plan similar to those currently offered to City public safety employees and City miscellaneous employees.

- **Administrative Leave:** Forty-eight (48) hours of administrative leave shall be granted to employees annually. This is in recognition of the demands placed upon members of this unit as non-FLSA employees/management personnel, consistent with management benefits.
- **Retiree Health:** Retiree health will be offered to Battalion Chiefs who meet specific service requirements in the event the District contracts management services with another entity. Please see the MOU provision for details.
- **Deferred Compensation:** The District will contribute \$135 per month to the Deferred Compensation on behalf of the employees.
- **Long-term Disability:** The District will pay \$19.50 per month to the employee towards LTD premiums. The employee will remit payment to the Fire Management Unit and FMU pays LTD directly.

Alternatives

1. Do not adopt resolution.
2. Provide staff with alternative direction.
3. Take no action.

Attachments

- A. Resolution of the Belmont Fire Protection District Approving a Memorandum of Understanding Between the City of Belmont and the Fire Management Unit
- B. Memorandum of Understanding between the Belmont Fire Protection District and Fire Management Unit [Exhibit A]

Fiscal Impact

- No Impact/Not Applicable
 - Funding Source Confirmed: There is sufficient funding available with the approved FY 2012/2013 budget to accommodate this new MOU.
-

Source:

- Council
- Staff
- Citizen Initiated
- Other*

Purpose:

- Statutory/Contractual Requirement
- Council Vision/Priority
- Discretionary Action
- Plan Implementation*

Public Outreach:

- Posting of Agenda
- Other*

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BELMONT FIRE PROTECTION DISTRICT APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF DIRECTORS OF THE BELMONT FIRE PROTECTION DISTRICT AND THE FIRE MANAGEMENT UNIT (FMU)

WHEREAS, the representatives of the Belmont Fire Protection District and the Fire Management Unit have met and negotiated in good faith in accordance with Government Code Section 3500, *et seq.*; and,

WHEREAS, the District has considered the presentations made by FMU on behalf of its members; and,

WHEREAS, the parties have come to an agreement regarding wages, hours, and other terms and conditions of employment for the period of October 1, 2012 to September 30, 2015; and,

WHEREAS, the representatives of the parties jointly prepared a written memorandum of understanding, entitled, "Memorandum of Understanding Between Belmont Fire Protection District and Fire Management Unit ("Memorandum of Understanding") attached hereto as Exhibit "A", and presented the document to the Belmont Fire Protection District for determination.

NOW, THEREFORE, the Board of Directors of the Belmont Fire Protection District resolves as follows:

SECTION 1. The Memorandum of Understanding presented to the Belmont Fire Protection District and attached hereto as Exhibit "A" is approved.

SECTION 2. The District Manager is authorized to execute and implement the Memorandum of Understanding on behalf of the District.

SECTION 3. The District Manager is authorized, in consultation with FMU, to make minor amendments to the Memorandum of Understanding that are consistent with the intent of this resolution and that do not materially affect the terms of the Memorandum of Understanding.

* * *

ADOPTED November 13, 2012, by the Board of Directors of the Belmont Fire Protection District by the following vote:

Ayes: _____
Noes: _____
Absent: _____
Abstain: _____

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

Board Attorney

MEMORANDUM OF UNDERSTANDING

As of 11-6-12 - cd
Version 6



Between

BELMONT FIRE PROTECTION DISTRICT

And

BELMONT FIRE MANAGEMENT UNIT

October 1, 2012, - September 30, 2015

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DRAFT

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE BELMONT FIRE PROTECTION DISTRICT
AND BELMONT FIRE MANAGEMENT UNIT (FMU)**

PREAMBLE

Representative of the Belmont Fire Management Unit (FMU), hereafter referred to as "Unit", and representatives of the Belmont Fire Protection District, hereafter referred to as "District," have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit specified in Section 1, have exchanged freely information, opinions and proposals and have reached agreement on those matters relating to the employment conditions and employer-employee relations of such employees as set forth in this Memorandum of Understanding, hereafter referred to as "MOU".

This is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.) and the Belmont Fire Protection District Resolution No. 3596, and has been jointly prepared by the parties.

**SECTION 1
RECOGNITION**

1.1 Unit Recognition

As provided in the District's Employer Employee Relations Resolution (Resolution No. 3596), the Belmont Fire Protection District recognizes the Fire Management Unit as the majority representative of those employees assigned to the classifications set forth in Appendix A.

1.2 District Recognition

As provided under the District's Employer Employee Relations Resolution, the District Manager, or any person or organization duly authorized by the District Manager, is the representative of the Belmont Fire Protection District in employer-employee relations.

**SECTION 2
FMU SECURITY**

2.1 Dues Deduction

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

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

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

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

2.2 Use of District Facilities

District employees or the FMU, or its representatives may, with the prior written approval of the Fire Chief or designee, be granted the use of District facilities for meetings of District employees provided space is available. All such request shall be in writing, with information on the purpose of the meeting, and be forwarded to the Fire Chief or designee at least forty-eight (48) hours in advance. The District reserves the right to assess reasonable charges for the use of such facilities.

2.3 Communication with Members

The FMU shall be allowed the use of available bulletin board space in the fire administration office for communications having to do with official FMU business. All materials must be kept in a neat and orderly manner be dated and must identify the organization and individual that published them.

The FMU and its membership shall be allowed the use of the district email and computer systems for the purpose of communicating normal and usual business to its membership.

Neither the FMU nor its employees shall post in bulletin boards, or email materials that are harassing, offensive or derogatory to District officials and employees.

SECTION 3

NO DISCRIMINATION

3.1 No Discrimination

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

SECTION 4

FMU REPRESENTATIVES

4.1 Attendance at Meetings by Employees

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

4.2 Access to Work Locations

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

SECTION 5

PROTECTION OF RIGHTS

5.1 No Strike

The FMU, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the FMU nor any representative thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of

management of the District, nor to effect a change of personnel or operations of management or of employees not covered by this Memorandum of Understanding.

5.2 Lockout

The District agrees not to engage in any lockout.

SECTION 6 **SALARY PLAN**

6.1 Wages and Classification

The monthly salary range for Battalion Chief Job classification shall be as set forth in Appendix A.

Effective the first full pay period of October 1, 2012, the rate of pay for all the Battalion Chief job classification shall be increased by one percent (1%).

Effective the first full pay period of October 1, 2013, the rate of pay for all the Battalion Chief job classification shall be increased by two percent (2%).

6.2 Salary for New Employees

Except as herein otherwise provided, the entrance salary for a new employee entering District service shall be the minimum salary for the class to which such new employee is appointed. In cases of unusual recruitment difficulty or of hiring exceptionally qualified personnel, initial salary may be at any step set by the Fire Chief, except that such salary may not be more than the maximum salary for the class to which the employee is appointed.

6.3 Step Increases

No increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on satisfactory performance as established by record of the employee's performance as measured by District performance standards and shall require approval by the Fire Chief or designee. Standards of performance shall become progressively higher as an employee advances through the salary range. In case of failure to meet performance standards for all newly hired or promotional appointments the increase in salary may be withheld in lieu of dismissal or other disciplinary action; or the salary of the employee may be reduced to a lower step within the established salary range for his/her classification upon recommendation of the Fire Chief or designee. Such employees shall be notified in writing of the justification for the reduction in salary.

Subject to the provisions of this Section 6.3, an FMU employee who has received a satisfactory performance evaluation, has completed twelve (12) months at their current step, and has met the specified requirements for the next step shall be eligible for elevation to that step.

6.4 Battalion Chief Step Requirements

There are five steps for Battalion Chief Requirements, these steps will be established by the Fire Chief and members of FMU Representatives. These requirements will be placed in the District's policy manual Chapter 10 Fire Department Performance Standards; Section F1005.

6.5 Salary Increase upon Promotion

When an employee is promoted from a position in one class to a position in a higher class, his/her salary shall be adjusted to the first step on the salary schedule for the higher classification that is at least 5% greater than the employee's salary before the promotion, except that under no circumstance shall the employee receive a salary that is greater than the range for the higher position. The effective date of the promotion shall be the new anniversary date for the purpose of determining eligibility for step increases.

6.6 Lateral Entry Employees

To be eligible for lateral entry, candidates must be currently employed in a fire department with three (3) consecutive (work performance) years of paid Battalion Chief experience. In addition, s/he must possess current Certified Chief Officer and EMT I certifications. Lateral employees hired without a Hazardous Materials Technician/Specialist certification shall be required to become certified before passing probation.

6.7 Determination of Hourly Rate

The hourly rate of pay shall be calculated by multiplying the appropriate monthly rate by twelve (12) and dividing that total by 2912 for fifty-six (56) hour workweek employees.

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

6.8 Emergency Medical Technician /Paramedic Compensation

The District will provide the following compensation to all FMU employees with current certification in San Mateo County for Paramedic and Paramedic Assistant/EMT:

Paramedic Stipend	\$450.00 per month
Paramedic Assistant/EMT	5.0% of base pay

6.9 Hazardous Materials Technician/Specialist Compensation

All employees shall be required to possess Hazardous Materials Technician certification by the completion of one (1) year of employment. Employees shall be required to possess Hazardous Materials Specialist certification by the completion of eighteen (18) months of employment.

The District will provide the following compensation to all employees functioning as a Hazardous Materials Technician or Specialist and assigned to the San Mateo County Hazardous Materials Team.

Hazardous Materials Technician or Specialist 6% of Base Pay

The District will seek funding from the Emergency Services Council of San Mateo County for an additional .5% toward the Safety Officer Certificate and shall pay that increase upon receipt. In the event funding is not secured by October 1, 2014, employees possessing the Safety Officer Certificate will be paid an additional .5% of pay through District funds.

SECTION 7 **ACTING PAY**

7.1 Rank Continuity

Absent Battalion Chiefs will be replaced with personnel of equal or greater rank. If no such officer is available; an acting officer from an approved list may be utilized.

An employee assigned by the Fire Chief or his/her designee to perform the duties of the next higher classification on an acting basis shall receive acting pay which shall be computed at five percent 5% more than such employee's current base salary for all hours worked in such higher classification provided that the vacancy is in excess of thirty (30) consecutive calendar days.

7.2 Short Term Placement

When it is necessary to assign an employee from FMU to perform the duties of the next higher classification on a short term acting basis, the Fire Chief or designee shall select an employee(s) to be assigned and who has been recognized by District Management as qualified to perform the duties of the higher classification.

7.3 Long Term Placement

See Departmental Policy and Procedures Manual for details.

SECTION 8 **DAYS AND HOURS OF WORK**

8.1 Work Schedule

The regular workweek for employees in the classification of Battalion Chief shall be based on an average of fifty-six (56) hours per week. The work schedule shall consist of eight (8) twenty-four (24) hour on-duty periods within a twenty-four (24) day cycle.

8.2 Starting Time

The regular starting time for a Battalion Chief scheduled for a fifty-six (56) hour workweek shall be 0700 hours.

8.3 Exchange of On-Duty Time

Exchange of On-Duty Time shall be in accordance with District Policy.

SECTION 9 OVERTIME

9.1 MOU Overtime

Overtime is authorized time worked outside the work schedule (shift work) as provided in Section 8.1. The overtime rate = base pay + incentive pay multiplied by a factor rate of .4121%. The overtime rate is then multiplied by one and one-half (1-1/2).

[Note: As a result of a conference call with District Atty, outside counsel, Doug, and I (Rich joined us later) we are expecting to receive language that provides a formula, more detailed than the one above, and different from the City of Bend language.]

Overtime shall be computed in one-quarter (1/4) hour increments. Payment for overtime shall not be made unless prior approval to perform overtime work was obtained from the Fire Chief or his designated representative.

SECTION 10 CALLBACK PAY

10.1 Call Back Compensation

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

SECTION 11
VACATION LEAVE , HOLIDAY PAY

11.1 Vacation Eligibility

All employees shall be entitled to use annual vacation leave after one (1) year of full time continuous employment (accrual begins from date of hire with the District).

11.2 Vacation Allowances

Employees shall earn vacation credits in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Vacation</u>
1-5 years	120 hours
6-10 years	192 hours
11-15 years	216 hours
16-20 years	264 hours
21-25 years	312 hours
26 + years	336 hours

11.3 Shift Vacation Scheduling

Battalion Chiefs assigned to fifty-six (56) hour workweek must arrange coverage on their own in consultation with the other Battalion Chiefs in order to use vacation time.

11.4 Vacation Accumulation

No more than two (2) years vacation entitlement may be accrued at any one time; provided, however, that the District Manager may allow any employee to accrue more than two (2) years vacation entitlement. Such decision shall be at the sole discretion of the District Manager and shall not be subject to the grievance procedure. A Personnel Action Form (PAF) must be initiated.

An employee may receive up to one-half (1/2) of the employee's annual vacation accumulation in cash in lieu of time off. Employees may request pay out twice a year. Employees must submit a request by October 1st for October 15th paycheck and by April 1st for April 15th paycheck. District Manager can authorize additional payouts of vacation balances in lieu of exceeding the cap. **Per atty, this presents constructive receipt of wages per IRS rules.

11.5 Vacation Allowance for Terminated Employees

In accordance with applicable state law, employees who terminate employment with the District shall be paid the straight-time salary equivalent in a lump sum for all accrued vacation leave earned.

11.6 Holiday Benefit

On completion of the first (1) year of service, each employee shall receive in lieu of time off for holidays, payment equivalent to six (6) twenty-four (24) hour shifts at the employees' regular base rate of pay. Employees shall accrue six (6) hours of pay each pay period beginning with date of hire.

Payments will be made in two equal installments on October 15 and on April 15 of each year.

Employees who terminate employment shall be paid holiday benefit of a pro-rated payment of holiday pay based on completed months worked.

SECTION 12 ADMINISTRATIVE LEAVE

- 12.1** In recognition of the demands placed upon members of this unit as FLSA exempt employees/management personnel, including a requirement to work outside of the work schedule, forty-eight (48) hours of administrative leave shall be granted to employees on January 1 of each fiscal year. Administrative Leave must be used in the calendar year in which it was granted and may not be carried over into a subsequent fiscal year or paid out upon termination. All or partial AL hours may be paid out at the conclusion of the calendar year at the employee's option.

SECTION 13 SICK LEAVE

13.1 General

Employees shall not be entitled to sick leave as a matter of right, but only in accordance with the provisions of District policies and this Memorandum of Understanding. See Policy Manual Chapter 10 F1079.

13.2 Accrual

Employees shall accrue sick leave at the rate of twelve (12) hours per month. Unused sick leave may be accrued without limit provided there shall be no pay out of unused sick leave upon termination except as provided in Section 13.5.

13.3 Usage

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

- (1) The employee's illness or injury which incapacitates the employee from performance of duties.

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

(3) A maximum of ninety-six (96) hours for shift people of accumulated sick leave may be taken each calendar year in case an employee's presence is required to attend to a member of his/her immediate family due to illness and injury. For purposes of this section, immediate family means spouse, children, mother and father, registered domestic partner, or child of a registered domestic partner.

(4) Procedures for use and verification of usage are provided in District Policies.

13.5 Unused Sick Leave Accrual at Retirement

Upon retirement from the District, the District shall compensate employees for accumulated sick leave based on years of service with the Belmont Fire Protection District as follows:

<u>Years of Service</u>	<u>Pay out</u>
6 or more	25% of accumulated sick leave up to \$5,000
20 or more	35% of accumulated sick leave up to \$5,000

Compensation for unused sick leave shall be in lieu of any conversion of unused sick leave to PERS service credit at retirement. An employee may elect the sick leave buyback option or apply any unused sick leave balance remaining towards PERS service credit but both options shall not be exercised.

This payment from the District will occur after the effective date of the employee's retirement and will not be part of the employee's final year compensation.

SECTION 14 **CASTASTROPHIC LEAVE PROGRAM**

14.1 General

Catastrophic Leave shall be administered in accordance with the District's Policies and Procedures Manual.

SECTION 15 **HEALTH AND WELFARE**

15.1 Hospital/Medical Plans Contribution for Active Employees

The District shall contract with the California Public Employees' Retirement System (CalPERS) to participate in the Public Employees' Medical and Hospital Care Act (PEMHCA) plan for the purpose of providing eligible employees and their eligible dependents with access to health insurance benefits.

The District shall provide each eligible employee who participates in a District sponsored health insurance plan with an employer contribution towards the purchase of medical insurance benefits. The amount of this employer contribution shall be equal to the minimum contribution required under the Public Employees' Hospital and Medical Care Act (PEMHCA).

15.2 Flexible Benefits Plan (New Employees)

For employees hired on or after September 1, 2012 and who participate in District-sponsored health insurance programs, the District shall contribute \$1,587.14 less any contribution provided under Section 15.1 per month toward the flexible benefit plan. Employees who elect a medical plan shall receive no additional funds for cash, deferred compensation or healthcare/dependent care reimbursement accounts.

Effective January, 2013 and each January during the term of this Memorandum of Understanding, the District's contribution towards the Flexible Benefit Plan will be adjusted to be an amount equal to the premium for health insurance coverage through Kaiser, at the Employee and 2+ dependent participation level, less any contribution provided under Section 15.1 above.

If an employee is eligible for alternative group medical insurance through a spouse or domestic partner's employer-sponsored medical plan, the employee may waive the District's medical insurance coverage and select such alternate plan. Proof of such alternate coverage is required prior to waiving coverage through the District plan. Any employee who waives medical coverage entirely shall be eligible to receive an alternative benefit of cash, which the employee can elect to have transferred to his or her deferred compensation account. The amount of any alternative benefit will be equal to one-half of the premium for health insurance coverage through CalPERS Bay Area Kaiser at the Employee only participation rate.

It is understood that during the term of this contract, the District may seek expert opinion as to the parameters of this program and all contributions to Flexible Benefits are contingent upon compliance with state and federal rules and regulations. The Parties agree to meet and confer regarding a replacement provision if any part of this structure is found to be noncompliant. Any such agreement shall be incorporated into a Side Letter attachment to the Memorandum of Understanding.

15.3 Flexible Benefits Plan (BSCFD Transition Employees)

(Employees hired from the active eligible list from October 1, 2011 to October 2013 and who were former BSCFD employees.)

If an employee is eligible for alternative group medical insurance, the employee may waive the District's medical insurance coverage and select such alternate plan. Proof of such alternate coverage is required prior to waiving coverage through the District plan. In the event an employee elects such alternate coverage with a cash option, the employee shall receive no more than fifty percent (50%) cash of the District's waived premium amount and the remaining fifty percent (50%) shall be deposited in the employee's deferred compensation account. In the event the employee elects such alternate coverage without a cash option, One hundred percent (100%) of the flexible benefit contribution shall be deposited in the employee's deferred compensation account.

Effective January, 2013 and each January during the term of this Memorandum of Understanding, the District's contribution to the Employee & 2+ Dependents (EE 2+) rate will be increased up to One Hundred percent (100%) of the Kaiser EE 2+ premium cost. Effective January 1, 2013, the District's contribution to the flexible benefits plan for Employee (EE) and Employee & One (EE &1) coverage will be increased to cover the increase in cost of the medical premium up to the dollar contribution to the EE 2+ Kaiser coverage cost. Effective January 1, 2013, the amounts eligible for cash and/or deferred contribution are capped at the 2012 rates for the plan option selected (such as Kaiser EE & 1 or Blue Shield Access EE coverage). The amount of cash and/or deferred compensation that an employee may receive shall not increase during the term of this agreement unless the employee changes plans or coverage to a lesser monthly rate.

It is understood that during the term of this contract, the District may seek expert opinion as to the parameters of this program and all contributions to Flexible Benefits are contingent upon compliance with state and federal rules and regulations. The Parties agree to meet and confer regarding a replacement provision if any part of this structure is found to be noncompliant.

15.3 Internal Revenue Code Section 125 Plan

The District shall offer an Internal Revenue Code Section 125 Plan, which contains the components of premium conversion, health care reimbursement account, dependent care reimbursement account, and deferred compensation option. The maximum contribution the employee may deposit into his/her health care reimbursement account (125 plan) shall be Five thousand dollars and no cents (\$5,000) annually. All funds remaining at the end of each plan year in the health care reimbursement account shall remain funds of the District. The 125 Plan year begins January 1 thru December 31 of each year.

An employee who terminates employment with the District for any reason who has received a health care reimbursement that exceeds the amount contributed to date shall have the amount of excess reimbursement deducted from their final paycheck.

Benefits available through the Section 125 Plan shall be administered in accordance with all applicable state and federal laws.

15.4 Retiree Health Care

15.4.1 CalPERS (PEMHCA) Minimum

The District shall participate in the CalPERS Health Plan as governed by the Public Employees' Medical and Hospital Care Act (PEMHCA), and provide the minimum PEMHCA contribution for retirees as required by law.

15.4.2 Retirement Health Services Account

Additionally, the District shall contribute the following to a Retirement Health Savings account based on the years of service with the District.

<u>Years of Service</u>	<u>Monthly Contribution</u>
Years 1-5	\$150.00
Years 6-10	\$200.00
Years 11-15	\$250.00
Years 16 and thereafter	\$300.00

15.4.3 Vesting

Employees shall be vested in the Retiree Health Savings Plan after ten (10) years of continuous service with the District.

15.4.3 BSCFD Transition Employees

The following provision applies to Belmont-San Carlos Fire Department Employees who immediately transitioned to Belmont Fire Protection District or who are hired from an active eligible list lasting until on or around October 1, 2013.

Battalion Chiefs hired prior to October 6, 2011 with the BFPD, full vesting for retiree benefits shall be after an employee has reached 30 years plus six (6) months of combined service, with the South County Fire, BSCFD, & The Belmont Fire Protection District/ Belmont Fire Department. At the option of the employee, employees who retire from the District shall be eligible to receive monthly retiree health care equivalent to Kaiser Employee coverage (CalPERS Bay Area Region Premium).

Battalion Chiefs hired after October 6, 2011 with the BFPD and who retire from the District shall be eligible to receive monthly retiree healthcare equivalent to Kaiser Employee coverage (CalPERS Bay Area Region Premium) after 15 years of service, including any time served with the South County Fire Authority or Belmont-San Carlos Fire Department, five (5) years of which must be with the District in any fire job classification.

Additionally, effective October 1, 2012, BSCFD transitioned employees with twenty-five years (25) of service (including any time served with the South County Fire Authority or Belmont-San Carlos Fire Department) of which three (3) years of service must be with the Belmont Fire Protection District, who retire via a PERS industrial disability may retain eligibility for retiree medical benefits as specified above.

Additionally, effective October 1, 2012, newly promoted Battalion Chiefs with ten (10) years of service (including any time served with the South County Fire Authority or Belmont-San Carlos Fire Department), who retire from the Belmont Fire Protection District/Belmont Fire Department via a PERS industrial disability retirement retain eligibility for retiree medical benefits providing the industrial retirement is after three (3) years of service with the Belmont Fire Protection District

Battalion Chiefs who were hired as Battalion Chiefs prior to October 6, 2011 with the Belmont Fire Protection District (BFPD), who have a minimum of twenty-five (25) years of combined service, with the South County Fire, Belmont-San Carlos Fire department (BSCFD) and BFPD, one year (1) of which must be with the Belmont Fire Protection District and who retires from the BFPD shall be eligible to receive monthly retiree health care equivalent to the Kaiser Employee coverage (CalPERS Bay Area Region Premium) if the Belmont Fire Protection District contracts management service/battalion chief responsibilities to another Entity.

This retiree medical benefit is in lieu of receiving any Retirement Health Savings Account contributions as described in Section 15.4.2 above.

15.5 Dental

Effective January 1, 2013, the District shall provide an improved Delta Dental Plan Option #2 for employees and eligible dependents as discussed during negotiations. The District will pay for the entire cost for the employee. At the option of the employee, the employee can add dependents at a cost paid for by the employee. The cost for Employee +1 Dependent is \$5 per month and Employee 2+ dependents is \$10 per month. Should there be an increase in cost, both the Unit and District agree to meet to discuss the continuance of such dental plan.

15.6 Vision

Effective January 1, 2013, the District agrees to pay up to \$21.97 per month for the Vision Care for the employee and eligible dependents through VSP. Should there be an increase in cost, both the Unit and District agree to meet to discuss the continuance of such vision plan.

15.7 Life Insurance

The District shall provide life insurance in the amount of \$200,000 for Battalion Chiefs at no cost to the employee.

15.8 Deferred Compensation

The District will contribute \$135/month to the Deferred Compensation on behalf of employees in this Unit.

15.9 Long Term Disability

The District will pay \$19.50/mo. to the employee towards LTD premiums. The employee will remit payment to the Fire Management Unit and FMU pays LTD directly.

SECTION 16

LEAVES OF ABSENCE

6.1 Job Incurred Disability Leave

Any permanent or probationary employee covered by this Memorandum of Understanding who has suffered any disability arising out of and in the course of his/her employment, as defined by the Worker's Compensation Laws of the State of California shall be entitled to temporary disability benefits in accordance with Labor Code 4850.

16.2 Leave of Absence without Pay

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

16.3 Jury Duty Leave

Every full-time employee of the District who is called and required to serve as a trial juror shall be entitled to absent himself/herself from his/her duties with the District during the period of such service or while necessarily being present in court as a result of such call.

An employee called to serve as a trial juror shall notify the District of such requirement at the time the employee receives the Jury Summons.

The employee shall be paid the difference between his/her full salary and any payment received by him, except travel pay, for such duty. (An employee who has been subpoenaed as a witness in his/her official District capacity shall be paid his/her regular pay less any witness fee received.)

An employee who has been subpoenaed in a private capacity shall not be paid for the time he/she is not on duty with the District. See Department Policy Manual for further information.

16.4 Maternity Leave

Please refer to District Policy and Procedures Manual.

16.5 Family Care Leave

The District shall provide Family Care Leave in accordance with the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA). Paid leaves shall run concurrent with FMLA and CFRA in accordance with the Policy Manual.

16.6 Bereavement Leave

In the event of the death of a member of the immediate family of an employee, the employee is entitled to utilize accrued sick leave. The employee shall be granted the necessary shifts off with full pay (using sick pay), which the employee is scheduled to work during the five (5) consecutive calendar days commencing with the notification of the death to the District in order to attend the funeral/services.

This provision does not apply unless the notification to the District is received prior to the funeral. For the purpose of this Section, immediate family means spouse, domestic partner, children, children of domestic partner, mother, father, mother-in-law, father-in-law, brother, sister, and spouse's sibling, grandparents, grandchildren and stepchildren. Upon request of an employee for an exception to the above, the Fire Chief or designee may allow an exception. Such decision shall be the sole discretion of the Fire Chief or designee and shall not be subject to the grievance procedure. See Department Policy Manual for further information.

16.7 Military Leave

Military leave shall be granted by the Fire Chief or designee in accordance with the provisions of state and federal law. See Department Policy Manual for further information.

SECTION 17 **PROBATIONARY PERIOD**

17.1 Probationary Period – Internal Promotion

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

17.2 Lateral or External Appointment

Probationary period for Lateral or External appointments will be eighteen (18) months.

SECTION 18

RESIGNATION, REINSTATEMENT and LAYOFF

18.1 Resignation and Reinstatement

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

18.2 Voluntary Reduction in Rank

Any employee who requests a voluntary reduction in rank may be reinstated to their former rank, provided there is a vacancy, with the approval of the Fire Chief or designee. Such employee must meet all of the requirements for employment in the position requested. Any employee who receives a voluntary reduction in rank shall retain all of their seniority rights for the purpose of vacation selection.

18.3 Layoff

18.3.1 Layoff Procedure

The District Manager may lay off an employee because of material change in duties or organization or shortage of work or funds. Except in cases of emergency, the District Manager shall advise the employee in writing of the proposed action and the reason(s) for the proposed action at least fourteen (14) calendar days in advance of such action. The employee in the classification in which the District is reducing the work force shall have the right to displace an employee in the same, lateral or lower classification within the District for which he/she is qualified and over whom he/she has seniority. Seniority for purposes of displacement is defined as the length of time an employee has been employed in the District regardless of the classification(s) held.

18.3.2 Re-Employment

The name of each displaced employee who is laid off in accordance with this Section shall be placed at the top of the reemployment list in the class which the employee held in order of seniority and shall be given preference in filling vacancies in such class for a period of one (1) year, and an additional year when a written request by the displaced employee is received during the last thirty (30) days of the first year layoff. Such lists will take precedence over all other employment eligibility lists.

An employee who has been laid off and is subsequently recalled to work shall have seventy-two (72) hours, excluding weekends and holidays, after the sending of the recall notice by certified mail and a telephone call to his/her last known address, in which to contact the District Manager so that he/she may be scheduled to report for work. It shall be the employee's responsibility to keep the District advised as to his/her current mailing address and telephone number. Failure to

contact the District Manager within seventy-two (72) hours will result in the removal of the employee's name from the reemployment eligibility list.

When a laid-off employee is reinstated, his/her seniority will be from his/her original date of hire.

18.4 Seniority

Seniority in the District shall be based on date of hire with the Belmont Fire Protection District or previous date of hire with the South County Fire Authority or the Belmont-San Carlos Fire Department, whichever is earlier.

SECTION 19 DISCIPLINE

19.1 Definition

The Fire Chief or designee may demote, suspend or discharge any employee for just cause. Any regular employee who is demoted, suspended or discharged shall be furnished a written notice of such action in compliance with the requirements of Firefighter Bill of Rights (FBOR).

SECTION 20 GRIEVANCE PROCEDURE

20.1 Definition

A grievance is any dispute which involves the interpretation or application of any provision of the Memorandum of Understanding, excluding, however, those provisions of the Memorandum of Understanding which specifically provide that the decision of any District official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

Step 3 shall be utilized to provide an administrative appeal of a written reprimand. Such appeals shall not be processed beyond Step 3.

20.2 Procedure

A grievance shall be filed according to the following steps:

Step 1. Immediate Supervisor. A grievance may be filed by an employee in his/her own behalf, or jointly by a group of employees or by the FMU.

Within seven (7) calendar days of the event giving rise to a grievance, the grievant shall present the grievance in writing to the Fire Chief or designee. Grievances not presented within the time period shall be considered resolved.

The Fire Chief or designee shall meet with the grievant to settle the grievance and give a written response to the grievant within seven (7) calendar days from the receipt of the grievance.

Step 2. District Manager. If the grievance is not resolved in Step 1 to the grievant's satisfaction, the grievant may, within five (5) calendar days from receipt of the Fire Chief's response, advance the grievance to the District Manager for consideration. A response to the grievance shall be made in writing by the District Manager or his/her designee, after conferring with the grievant, within ten (10) calendar days from receipt of the grievance.

Step 3. Adjustment Board. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of two (2) FMU representatives, no more than one (1) of whom shall be either an employee of the District or an elected or appointed official of the FMU, and two (2) representatives of the District, no more than one (1) of whom shall be either an employee of the District or a member of the staff of any organization employed to represent the District in the meeting and conferring process.

Step 4. Arbitration. In the event an Adjustment Board is unable to arrive at a majority decision, either the FMU or the District may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the FMU and the District Manager and/or designee. The fees and expenses of the arbitrator and of a Court Reporter (if mutually agreed upon) shall be shared equally by the FMU and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any.

Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the laws governing General Law Cities in the State of California.

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

Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

20.3 Extension of Time Limits

The above specified time limits may be extended in writing by mutual agreement between the parties. Failure of the employee or the FMU to act within the specified time limits, unless extended and mutually agreed upon in writing, shall dismiss and nullify the grievance. Failure by the District to observe such time limits, unless extended, shall cause the grievance to be moved to the next level of the grievance procedure.

20.4 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Fire Chief or designee. In such cases no adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances.

20.5 Suspension and Discharge Grievances

If the parties, in pursuance of the procedures outlined in Section 20.2 above resolve a grievance which involves suspension, demotion, reduction in step or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time. In the event the dispute is referred to arbitration and the arbitrator finds that the District had the right to take the action complained of, the arbitrator may not substitute his\her judgment for the judgment of management, and if he\she finds that the District had such right, he may not order reinstatement and may not assess any penalty upon the District.

20.6 Interpretation of Memorandum

No changes in this Memorandum of Understanding or interpretations thereof except interpretations resulting from Adjustment Board or arbitration proceedings hereunder will be recognized unless agreed to by the District Manager and the FMU.

SECTION 21 **MODIFIED DUTY FOR DISABLED EMPLOYEES**

21.1 General

Guidelines which are to be utilized in determining whether an employee shall be given light, modified or a limited duty assignment in the District will be found in the Department Policy and Procedures Manual.

SECTION 22 **RETIREMENT PLAN**

22.1 PERS Plan Design (BSCFD Transition Employees)

The District shall contract with California Public Employees' Retirement System (CalPERS) to provide a retirement plan, which includes the 3% at 55 formula, 4th level 1959 survivors' benefits and PERS Sick Leave Credit Provision. Final compensation will be defined as the highest average monthly pay rate for a three (3) year period. This is for safety employees who possess previous service with Belmont-San Carlos Fire Department and are on an active eligible list lasting two years from posting (expiring on October 1, 2013) to the extent permissible under the Public Employee Pension Reform Act or other legislation.

The District shall continue to implement the provisions of 414h2 of the Internal Revenue Service Code.

22.2 PERS Plan Design (New Employees hired after October 1, 2011)

The District shall contract with California Public Employees' Retirement System (CalPERS) to provide a retirement plan, which includes the 2% at 50 formula, 4th level 1959 survivors' benefits and PERS Sick Leave Credit Provision to the extent permissible under the Public Employee Pension Reform Act or other legislation. Final compensation will be defined as the highest average monthly pay rate for a three (3) year period.

The District shall continue to implement the provisions of 414h2 of the Internal Revenue Service Code.

22.3.1 PERS Plan Design (New Hires hired on or after January 1, 2013)

New employees/members hired on or after January 1, 2013 as defined by The Public Employees' Pension Reform Act (PEPRA) will be hired at the retirement formula in accordance with the PEPRA and other legislation.

SECTION 23 **MISCELLANEOUS PROVISIONS**

23.1 Personnel Files

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

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

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

23.2 Off-Duty Employment

Off-duty employment by FMU members cannot be of a nature that is would tend to be incompatible, embarrass, be a conflict of interest, or discredit the District or District government generally. The nature of the occupation, or amount of time that an employee can spend on the same, cannot be such that it will hinder or prevent an employee from effectively performing his/her duties for the District. The District will not be subject to claim, or be held liable for, any damages or injuries incurred through outside employment. Sick Leave shall not be granted to an employee who is absent from duty due to illness or injury incurred while working for other than the District.

23.3 Physical Examination

Each year, employees must pass a physical examination by a medical doctor selected and paid for by the District. Such physical shall meet the requirements of the California Department of Motor Vehicles DOT (Department of Transportation) standards. The pre-employment exam will be the same as the annual exam except that the pre-employment exam will include drug screening.

If the Fire Chief or designee believes that any employee has suffered physical/mental changes which might affect his/her health or the safety of the public, said employee shall, on instruction of the Fire Chief or designee, submit to an examination by a qualified physician selected by the Fire Chief or designee and paid for by the District.

On the basis of the physician's report, the Fire Chief or designee shall determine whether any change in duties is warranted for the wellbeing of the employee or the safety of the community or other employees, or the efficiency of the employee's service to the District. If, as a result of such physical examination, the employee is determined to be physically unfit to work, and the employee disagrees with this determination as evidenced by a signed statement from his/her personal physician, a third physician selected by mutual agreement of the affected parties will determine the physical fitness of the employee to perform the job and such determination shall be final. Costs of the third examination shall be shared equally by the employee and the District. An employee deemed unfit for duty will be placed on the appropriate leave based on the nature of the limitation.

23.4 Safety

The District and the FMU agree to cooperate to the full extent in the promotion of safety.

23.5 Uniforms

The District shall provide uniforms to all employees who are required to wear uniforms.

SECTION 24 TERM OF AGREEMENT

This Memorandum of Understanding shall be effective October 1, 2012 except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth and shall remain in full force and effect to and including the thirtieth (30th) day of September, 2015.

SECTION 25
SEPARABILITY OF PROVISIONS

In the event that any provision of this Memorandum Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

Made and entered into this _____ day of _____, 2012.

BELMONT FIRE PROTECTION DISTRICT

FIRE MANAGEMENT UNIT

Corazon M. Dino, Human Resources Director

Michael Gaffney, Representative

Douglas Fry, Interim Fire Chief

Gary Fauth, Representative

RATIFIED:
FIRE MANAGEMENT UNIT

APPROVED:
FIRE BOARD
BELMONT FIRE PROTECTION DISTRICT

By: _____
Michael Gaffney, Representative

By: _____
Greg Scoles, District Manager

ATTEST: _____
Clerk of the City of Belmont/BFPD

Appendix A

Fire Management Unit Monthly Pay Rates

Effective 10/1/12 (1% Increase)

	Step 1	Step 2	Step 3	Step 4	Step 5
Battalion Chief	\$8,900.12	9,346.54	9,813.16	10,303.01	10,820.13

Effective 10/1/13 (2% Increase)

	Step 1	Step 2	Step 3	Step 4	Step 5
Battalion Chief	\$9,078.12	9,533.47	10,009.42	10,509.07	11,036.53