



MORAGA-ORINDA FIRE PROTECTION DISTRICT

BATTALION CHIEF

MEMORANDUM OF UNDERSTANDING July 1, 2021 through June 30, 2024

This Memorandum of Understanding (hereinafter MOU) is entered into pursuant to the Meyers-Milias-Brown Act (California Government Code Section 3500 et seq.) by and between the Moraga-Orinda Fire District (the District) and the Moraga-Orinda Fire Chief Officers Association (MOFCOA).

As a result of meet and confer sessions, and by ratifying this MOU, the District authorizes for the rank of Battalion Chief; various pay incentives, differentials, leaves and pay for time not worked, benefits, allowances, and terms and conditions of employment for the period from July 1, 2021 through June 30, 2024

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I. INCENTIVES

A. Deferred Compensation Incentive:

The District's contribution to management employees who participate in the District's Deferred Compensation Plan will be \$150 per month. To be eligible for this incentive, qualifying management employees must maintain a minimum monthly contribution of \$100 to the deferred compensation plan. The base contribution is computed from the date the employee signs an election form to participate in the program. Employees who discontinue contributions or who contribute less **than the required amount per month** for a period of one (1) month or more will no longer be eligible for the \$150 District supplement. To reestablish eligibility, employees must again establish a minimum monthly contribution of \$100 to the deferred compensation plan.

B. Battalion Chief Educational Incentive Program:

1. Employees in Fire District Management classifications, who possess the appropriate certificates or educational degrees beyond the minimum requirements for their class and/or meet appropriate continuing educational requirements, shall be eligible to qualify for professional development educational incentives under conditions described herein.

2. All differentials **shall be designated as permanent allowances and shall be awarded in increments** of 2.5% of monthly base salary. The permanent educational incentives awarded any employee in the class listed above shall not exceed 5% of monthly base pay. The program is intended to encourage the further professional development of Battalion Chiefs by the pursuit and achievement of job-related certificates or degrees as follows:

Permanent Allowances:

Battalion Chiefs who hold a Baccalaureate Degree from an accredited college or university with a major in Fire Technology, Business Administration, Management and Supervision, or a related field as approved by the Fire Chief shall receive an additional 2.5%.

Battalion Chiefs who hold a Master's Degree from an accredited college or university with a major in Fire Technology, Business Administration, Management and Supervision, or a related field as approved by the Fire Chief shall receive an additional 2.5%.

C. LEAVES WITH AND WITHOUT PAY

A. Holidays:

The District will observe the following holidays:

- January 1st, known as New Year's Day
- Third Monday in January, known as Dr. Martin Luther King Jr. Day
- Third Monday in February, known as Presidents Day
- February 12th, known as Lincoln's Birthday

The last Monday in May, known as Memorial Day
 July 4th, known as Independence Day
 First Monday in September, known as Labor Day
 September 9th, known as Admission Day
 Second Monday in October, known as Columbus Day
 November 11th, known as Veteran's Day
 Fourth Thursday in November, known as Thanksgiving Day
 The Friday after Thanksgiving Day
 December 25th, known as Christmas Day

Such other days as the Board of Directors may by resolution designate as holidays.

Employees assigned to the rank of Battalion Chief who were promoted on or before December 31, 2010 and previously were eligible for floating holiday hours will no longer accrue floating holiday hours. Employees with floating holiday balances earned prior to this MOU will retain the same rights to cash out these floating holiday hours upon separation or retirement as used prior to adoption of this MOU.

Battalion Chiefs who are working a 56-hour work schedule will receive twelve (12) hours of additional pay (compensated at time and one-half) for each holiday listed in this section.

B. Vacation Accrual:

All management employees shall accrue paid vacation credit as follows based on total full time fire service experience:

Length of Service	Monthly Accrual Hours	Maximum Cumulative Hours
Under 5 years	14	336
5 through 10 years	18	432
11 through 14 years	19	456
15 through 20 years	22	528
21 through 25 years	24	576
26 through 30 years	28	672
31 years and up	33	792

C. Administrative Leave:

Effective July 1, 2014, employees who were promoted to the rank of Battalion Chief on or before December 31, 2010 and previously were eligible for administrative leave hours will no longer accrue administrative leave hours. Employees with administrative leave balances earned prior to this MOU will retain the same rights to use those hours (until the balances are exhausted). Administrative leave hours may not be cashed out either during employment or at time of separation or retirement.

D. Sick Leave:

All employees shall receive sick leave benefits for the term of this MOU in accordance with District policy in effect on June 20, 2007.

E. Leave Without Pay-Use Of Accruals:

Requests for leave without pay shall be made upon forms prescribed by the District and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return.

1. Leave without pay may be granted for any of the following reasons:
 - a. illness or disability;
 - b. pregnancy;
 - c. parental;
 - d. to take a course of study such as will increase the employee's usefulness on return to the position;
 - e. for other reasons or circumstances acceptable to the Fire Chief.
2. An employee must request family care leave at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for family care leave arises.
3. A leave without pay may be for a period not to exceed one (1) year, provided the Fire Chief may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty(30) calendar days before the expiration of the original leave.
4. Nevertheless, a leave of absence for the employee's serious health condition or for family care shall be granted to an employee who so requests it for up to eighteen (18) weeks in each calendar year period. The employee may be asked to provide certification of the need for family care leave or medical leave. Additional period(s) of family care or medical leave may be granted by the Fire Chief.

Whenever an employee who has been granted a leave without any pay desires to return before the expiration of such leave, the employee shall submit a request to the Fire Chief in writing at least fifteen (15) days in advance of the proposed return. Early return is subject to prior approval by the Fire Chief.
6. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, or serious health condition, the decision of the

Fire Chief on granting or denying a leave or early return from leave shall not be subject to appeal through the grievance procedure.

III. BENEFITS AND ALLOWANCES

A. Medical/Dental:

Effective in the first full pay period of July 2021, the District's monthly medical contribution will be set at the PERS minimum contribution level (currently \$143/month and as subsequently adjusted by PERS and/or statute). The District's maximum further obligation for medical related expenses shall be the difference between the PERS minimum health contribution and the following:

Employee Only	\$798
Employee +1	\$1,595
Employee + 2 or more	\$2,073

The difference will be placed in a "Premium Expense Account" of the IRS Section 125 Flexible Benefits Plan of Moraga-Orinda Fire District. The "Premium Expense Account" allows participants to use tax-free dollars above the minimum contribution level to pay for health care premiums under the various insurance programs offered by the District above. (See Flexible Benefits Plan Document and Summary Plan Description for full details.) Thus, the District's obligation with respect to District contributions that may be used toward medical premiums is-capped as set forth in this section. The District assumes no responsibility regarding the tax consequence of any benefit provided under this MOU.

Dental Program: The District will contribute the following amounts towards the employee's dental insurance:

Employee Only	\$51.20
Employee +1	\$90.12
Employee +2 or more	\$136.35

The District will contribute the following amounts toward the retiree's dental insurance:

Employee Only	\$46.68
Employee +1	\$81.00
Employee + 2 or more	\$116.98

Retiree Medical Coverage: Employees hired prior to July 2, 2014 will receive retiree medical insurance contributions from the District when retiring with CCCERA in an amount equal to the PERS minimum medical insurance contribution level (currently \$143/month and as subsequently adjusted by PERS and/or statute), plus the amount contributed to the "Premium Expense Account" of the IRS Section 125 Flexible Benefits Plan of Moraga-Orinda Fire District for active employees. This amount is the difference between the amount of the District's monthly medical plan contribution prior to this MOU:

Employee Only	\$458.42
Employee +1	\$916.82
Employee + 2 or more	\$1,191.87

and the PERS minimum health contribution paid to active employees.

Employees hired on or after July 2, 2014 will receive retiree medical insurance coverage when retiring with CCCERA in an amount equal to the PERS minimum health insurance contribution as set forth as above (currently \$119/month).

Retiree medical coverage is subject to PERS rules and regulations and applicable law.

B. PERS Long Term Care:

Battalion Chiefs are eligible to voluntarily elect to purchase long term care through the PERS Long Term Care Program. The District further agrees that District employees interested in purchasing PERS Long Term Care may participate in meetings scheduled by PERS Long Term Care on District facilities during non-work hours (e.g. coffee breaks, lunch hour).

C. Retiree Health Savings Account:

The District shall contribute \$100 per month towards an RHPA for all active bargaining unit members. This shall be effective in the first full pay period following the selection and implementation of that plan.

D. Health Care Spending Account:

The District offers regular full-time District employees the option to participate in a Health Care Spending Account (HCSA) Program designated to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a pre-determined amount of money from their paycheck, not to exceed \$2,500 per year, for health care expenses not reimbursed by any other health benefits plan with before tax dollars. HCSA dollars can be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance cannot be recovered by the employee.

E. Workers' Compensation:

A permanent employee shall receive 100% of regular monthly salary for all accepted claims filed as defined under the Workers' Compensation Laws of California, Labor Code Section 4850 .

F. Mileage Reimbursement:

For all employees, mileage allowance for the use of personal vehicles on District business shall be paid according to the rates allowed by the Internal Revenue Service (IRS) and shall be adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the IRS, whichever is later.

G. Management Life Insurance:

Management employees shall continue to be provided with \$50,000 term life insurance policies. Premiums for this insurance shall be paid by the District with conditions of eligibility to be reviewed annually. All employees covered herein may also subscribe voluntarily for supplemental life insurance coverage.

H. Training:

Battalion Chiefs shall be eligible for career development training reimbursement. Reimbursement for job-related training must be directly related to the position of Battalion Chief and must be approved in advance by the Fire Chief on a case-by- case basis.

I. Management Development Policy:

All management employees shall be authorized to attend professional training programs, seminars, and workshops during normal work hours with Fire Chief approval for the purpose of developing knowledge, skills, and abilities, in the areas of supervision, management and District policies and procedures.

J. Uniform Allowance:

Employees in the rank of Battalion Chief will receive a \$80 per month uniform allowance. Effective immediately upon approval of this MOU the District will discontinue reimbursement to employees for the purchase of exercise shoes.

K. Sick Leave Incentive Plan:

Management employees shall be eligible for a payoff of unused sick leave accruals at separation. This program is initiated as an incentive for employees to safeguard sick leave accruals as protection against wage loss due to time lost for injury or illness. Payoff shall be approved by the Fire Chief and can be awarded only under the following conditions:

1. The employee must have resigned in good standing.
2. Payout is not available if the employee retires.
3. The balance at resignation must be at least 70% of accruals earned in the preceding continuous period of employment, but excluding any sick leave use covered by the Family and Medical Leave Act, the California Family Rights Act, or the California Pregnancy Disability Act.
4. Payout shall be under the following schedule:

<u>Years of Permanent Continuous Service</u>	<u>Percent of Unused Sick leave Paid</u>
3 - 5 years	30%
5 - 7 years	40%
7 plus years	50%

IV. CURRENT TERMS AND CONDITIONS OF EMPLOYMENT

A. Educational Qualifications:

Effective July 2, 2014, a college degree (associates in Fire Technology OR higher degree in Fire Technology, Business Administration, Management and Supervision, or a closely related field) is a requirement to apply for and hold the position of Battalion Chief. Battalion Chiefs promoted prior to July 2, 2014 who do not hold a college degree (associates in Fire Technology OR higher degree in Fire Technology, Business Administration, Management and Supervision, or a closely related field) will not be eligible for salary step increases beyond Step-1 until they hold a degree as described in this section.

B. Administrative Provision:

The Fire Chief shall establish guidelines, bulletins or directives as necessary to further define or implement provisions contained in this MOU.

C. Salary:

Effective on the dates indicated, all classifications covered by this MOU shall have their basic salary schedule adjusted as follows:

July 1,2021	4.0% increase
July 1,2022	4.0% increase
July 1, 2023	5.0% increase

A fire retirement allotment (FRA) implemented through a 414 (h) 2 in the amount of 3.91% of base salary has been established. The employee shall pay 100% of the employee contribution toward retirement.

The regular rate of pay equals base monthly salary and fire retirement allotment.

D. Work Schedule:

A, B, and C shifts work a modified 48-96 schedule. The Fire Chief has the option to assign three Battalion Chiefs to a traditional 48-96 shift schedule, forty hour workweek (Training Battalions Chief only) or a modified 48-96 shift schedule.

E. Battalion Chief Seniority Ranking:

Battalion Chief seniority ranking shall be based on date of official promotion for the purposes of vacation selection and items left discretionary by the Fire Chief. The Fire Chief, however, shall have the ultimate decision on shift assignment, programs and duties as assigned.

F. Overtime Compensation:

Battalion Chiefs will be compensated for hours worked outside of their regular work schedule at one and one-half times the top-step Captain-Paramedic I rate plus top-step Captain-Paramedic I hourly upgrade acting pay rate.

G. Strike Team / Mutual Aid Compensation:

Employees in the rank of Battalion Chief and who are responding to the request of Mutual Aid or Automatic Aid under the State Mutual Aid Program shall receive 'pass-through' compensation of the amount reimbursed to the District, according to the annual salary survey submitted to OES (aka The *Fire Assistance Agreement*). The 'pass-through' of funds would occur on incidents deemed "reimbursable" to the District via the five party agreement or other reimbursable requests from the State Mutual Aid System or OES. The payment would be received by the employee on his/her next scheduled paycheck, irrespective to any processing lag time. The rate will not be more than one and one half times the hourly pay rate listed for the position of 'Battalion Chief. On requests deemed to be non-reimbursable, the employee's time shall be applied to satisfy District 'backfill' obligations.

Pass through compensation will be in effect only on days that the employee would ordinarily be scheduled off-duty. There will be no pass-through compensation during the hours the employee would ordinarily be considered to be on-shift.

Pass through compensation for each event must be approved by the Fire Chief. Should reimbursement be denied due to an omission by the responding Battalion Chief, the individual will not receive and/or will return any pass through compensation already provided by the District.

Employees are responsible for ensuring that their absence will not cause a hardship to the District. A maximum of two (2) Battalion Chiefs will be allowed to be assigned to Mutual Aid/Automatic Aid events, and this number should be decreased for known Battalion Chief absences during that time frame (vacation, workers' compensation, classes and seminars which are out of the area, etc.) Battalion Chiefs are responsible for ensuring that scheduled 'duty' days will be appropriately staffed

H. Management Rights:

All District rights and functions, except those that are expressly abridged by this

Memorandum of Understanding, shall remain vested with the District.

Except to the extent that the rights, powers and authority of the District are specifically limited by the provisions of the Memorandum of Understanding, the District retains all rights, power and authority granted to it or which it has pursuant to the law, and the District shall not be required to meet and confer with respect to the exercise of such rights, powers and authority reserved herein.

I Management Expectations:

The position of Battalion Chief is a management position within the District. This position has program administration duties, which creates the expectation of additional work during non-shift time periods.

NOTE: All terms and conditions contained herein are effective from date of adoption unless otherwise stated.

If the foregoing is in accordance with your understanding. please so acknowledge by signing where indicated below:

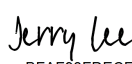
APPROVED AND ACCEPTED:

DATE: 12/3/2021

FOR THE DISTRICT


1A4B36C9D24541F...
Donna Williamson
Chief Negotiator

FOR THE MOFCOA


BFAF83FDECEC476...
Jerry Lee
Chief Negotiator