



Moraga-Orinda Fire District

Board of Directors

REGULAR MEETING

February 20, 2019

6:00 p.m. CLOSED SESSION

7:00 p.m. OPEN SESSION

PLEASE NOTE NEW MEETING ADDRESS:

Hacienda Mosaic Room
2100 Donald Drive
Moraga, CA 94556

1. OPENING CEREMONIES

- 1.1. Call the Meeting to Order
- 1.2. Roll Call

2. PUBLIC COMMENT

The public is invited to speak on any matter not appearing on the agenda, and within the subject matter jurisdiction of the District. Comments should be limited to three minutes. Please state your name and address for the record.

3. CLOSED SESSION

3.1. **Conference with Labor Negotiator**

(Government Code Section 54957.6)

Agency Designated Representative: Jeff Sloan

Employee Organization: Local 2700 United Clerical, Technical & Specialized Employees

3.2. **Conference with Labor Negotiator**

(Government Code Section 54957.6)

Agency Designated Representative: Jeff Sloan

Employee Organization: Moraga-Orinda Fire Chief Officers Association (MOFCOA)

3.3. **Conference with Labor Negotiator**

(Government Code Section 54957.6)

Agency Designated Representative: Jeff Sloan

Employee Organization: Local 1230, International Association of Firefighters IAFF

3.4. **Conference with Labor Negotiator**

(Government Code Section 54957.6)

Agency Designated Representative: David Winnacker, Fire Chief

Unrepresented Employees: Administrative Services Director, Fire Marshal, Human Resources Benefits Manager and Fire Inspector/Plans Examiner

4. RECONVENE THE MEETING

- 4.1. Call the Meeting to Order
- 4.2. Pledge of Allegiance

5. REPORT OF CLOSED SESSION ACTION

6. PUBLIC COMMENT

The public is invited to speak on any matter not appearing on the agenda, and within the subject matter jurisdiction of the District. Comments should be limited to three minutes. Please state your name and address for the record.

7. PROCLAMATIONS

7.1. **PROCLAMATION HONORING LIFE-SAVING EFFORTS OF COURTNEY NEWTON ON JANUARY 27, 2019**

Staff will present information regarding the life-saving CPR efforts of Courtney Newton at the Moraga Starbucks.

7.2. **PROCLAMATION HONORING VOLUNTEERS FROM THE LAMORINDA COMMUNITY EMERGENCY RESPONSE TEAM, MORAGA-ORINDA FIRE DISTRICT COMMUNICATIONS-SUPPORT UNIT AND THE LAMORINDA RADIO INTEREST GROUP**

Staff will present information honoring volunteers from the Lamorinda Community Emergency Response Team, Moraga-Orinda Fire District Communication-Support Unit and the Lamorinda Radio Interest Group.

8. CONSENT AGENDA

- 8.1. **Meeting Minutes – December 5, 2018, December 13, 2018 and December 19, 2018**
- 8.2. **Monthly Incident Report for January 2019**
Staff Recommendation: Approve and File
- 8.3. **Monthly Check/Voucher Register – December 2018 and January 2019**
Staff Recommendation: Approve and File
- 8.4. **Monthly Financial Reports – December 2018**
Staff Recommendation: Approve and File
- 8.5. **Quarterly Treasurer’s Report**
Staff Recommendation: Approve and File
- 8.6. **Quarterly Ambulance Report**
Staff Recommendation: Approve and File

9. REGULAR AGENDA

- 9.1. **Approval of a Memorandum of Understanding between the District and the Moraga-Orinda Fire Chief Officers Association for the period July 1, 2018 – June 30, 2021; Approval of Salary Schedule Effective July 1, 2018**
Staff will present information to the Board regarding the Memorandum of Understanding between the District and the Moraga-Orinda Fire Chief Officers Association for the period July 1, 2018 – June 30, 2021 and the Salary Schedule Effective July 1, 2018.
Staff Recommendation: 1) Discuss; 2) Deliberate; 3) Approve the Memorandum of Understanding between the District and the Moraga-Orinda Fire Chief Officers Association for the period July 1, 2018 – June 30, 2021 and Approve the Salary Schedule Effective July 1, 2018.
- 9.2. **Approval of a Memorandum of Understanding between the District and the United Clerical, Technical & Specialized Employees AFSCME, Local 2700 for the period July 1, 2018 – June 30, 2021; Approval of Salary Schedule Effective July 1, 2018**
Staff will present information to the Board regarding the Memorandum of Understanding between the District and the United Clerical, Technical & Specialized Employees AFSCME, Local 2700 for the period July 1, 2018 – June 30, 2021 and the Salary Schedule Effective July 1, 2018.
Staff Recommendation: 1) Discuss; 2) Deliberate; 3) Approve the Memorandum of Understanding between the District and the United Clerical, Technical & Specialized Employees AFSCME, Local 2700 for the period July 1, 2018 – June 30, 2021 and Approve the Salary Schedule Effective July 1, 2018.
- 9.3. **Approval of Amended Memorandum of Understanding between the District and United Professional Fire Fighters of Contra Costa County I.A.F.F. Local 1230, AFL-CIO for the period July 1, 2018 – June 30, 2021 to Amend Language for the Janus Decision and Consideration of Dental Plan Contribution Language**
Staff will present information to the Board regarding updated language for the Janus decision and consideration of updated language for the District’s dental plan contribution in an amendment to the Memorandum of Understanding between the District and United Professional Fire Fighters of Contra Costa County I.A.F.F. Local 1230, AFL-CIO for the period July 1, 2018 – June 30, 2021.
Staff Recommendation: 1) Discuss; 2) Deliberate; 3) Approve the amended Memorandum of Understanding between the District and United Professional Fire Fighters of Contra Costa County I.A.F.F. Local 1230, AFL-CIO for the period July 1, 2018 – June 30, 2021.
- 9.4. **Mid-Year Budget Review Fiscal Year 2019 and Approval of Budget Adjustment**
Staff will present the Mid-Year Budget Review Fiscal Year 2019 and Approval of General Fund Revenue Budget Increase to the Board.
Staff Recommendation: 1) Discuss; 2) Deliberate; 3) Approve an increase in the FY2019 General Fund revenue budget in the amount of \$681,856.
- 9.5. **Determine the Amount of the OPEB Trust Contribution and the Amount of the Pension Rate Stabilization Program Trust Contribution for Fiscal Year 2019 and Authorize the Transfer of District Funds to Complete the Trust Contributions**
Staff will present information to the Board regarding the FY2019 OPEB trust contribution and pension rate stabilization trust contribution.

Staff Recommendation: 1) Discuss; 2) Deliberate; 3) Determine the amount of the OPEB Trust Contribution and Pension Rate Stabilization Trust Contribution for Fiscal Year 2019 and Authorize the Transfer of District Funds to Complete the Trust Contributions.

9.6 **Review of the Budget Development Policy and Approval of the Annual Operating Budget Timeline Fiscal Year 2020**

Staff will present information to the Board regarding the Budget Development Policy and Annual Operating Budget Timeline Fiscal Year 2020.

Staff Recommendation: 1) Discuss; 2) Deliberate; 3) Provide Direction Regarding the Budget Development Policy and Approve the Annual Operating Budget Timeline Fiscal Year 2020

9.7 **Wildland Prevention Strategic Plan**

Staff will present information the Board regarding the Wildfire Prevention Strategic Plan.

Staff Recommendation: 1) No action required; Information only

9.8 **Evacuation Exercises Review**

Staff will present information regarding the Moraga and North Orinda evacuation exercises.

Staff Recommendation: 1) No action required; Information only

10 COMMITTEE REPORTS

10.1 **Finance Standing Committee (Directors Danziger and Jorgens)**

10.2 **Audit Ad Hoc Committee (Director Jex)**

10.3 **Long Range Financial Plan Ad Hoc Committee (Directors Donner and Jorgens)**

10.4 **Facilities Ad Hoc Committee (Directors Baitx and Donner)**

10.5 **Fire Chief Performance Evaluation Ad Hoc Committee (Directors Baitx and Donner)**

11 ANNOUNCEMENTS

11.1 **Brief information only reports related to meetings attended by a Director at District expense**
(Government Code Section 53232.3(d))

11.2 **Questions and informational comments from Board members and Staff**

11.3 **Fire Chief Updates**

11.4 **Communications Received**

11.5 **Future Agenda Items**

12 ADJOURNMENT

The Moraga-Orinda Fire Protection District ("District"), in complying with the Americans with Disabilities Act ("ADA"), requests individuals who require special accommodations to access, attend and/or participate in District Board meetings due to a disability, to please contact the District Chief's office, (925) 258-4599, at least one business day prior to the scheduled District Board meeting to ensure that we may assist you.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Moraga-Orinda Fire District to a majority of members of the Board of Directors less than 72 hours prior to that meeting are available for public inspections at 1280 Moraga Way, Moraga, during normal business hours.

I hereby certify that this agenda in its entirety was posted on February 15, 2019, at the Moraga and Orinda Fire Administration offices, Stations 41, 42, 43, 44, and 45. Agenda provided to the Moraga Town Office (Hacienda) and Orinda City Hall.



Gloriann Sasser
Administrative Services Director



**PROCLAMATION HONORING
LIFE-SAVING EFFORTS OF COURTNEY NEWTON ON JANUARY 27, 2019**

WHEREAS, on January 27, 2019, a 57 year-old male collapsed at Starbuck Coffee in Moraga; and

WHEREAS, Courtney Newton immediately took action and began life-saving efforts with effective and timely CPR as bystanders called for help; and

WHEREAS, when a MOFD advanced life support engine (ALS) from Fire Station #42 arrived on scene, three complete cycles of CPR had been completed by Courtney; and

WHEREAS, the patient was still in cardiac arrest, was shocked and provided ALS care by MOFD paramedics; and

WHEREAS, the MOFD ALS ambulance arrived from Fire Station #41 shortly thereafter and continued resuscitation while the patient was transported to a nearby hospital; and

WHEREAS, the patient was treated at the hospital and is expected to make a full recovery; and

WHEREAS, the resident survived due to a sequence of events which began with early recognition of his condition, early activation of the 9-1-1 system, immediate and effective CPR from Courtney Newton, the rapid response from fire paramedics, advanced care in the field, and transport to a hospital for further advanced care; and

WHEREAS, this sequence of events is appropriately called the “The Chain of Survival.”

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Moraga-Orinda Fire Protection District and its employees, do hereby issue this Proclamation to Courtney Newton in recognition of her life-saving efforts on January 27, 2019. We extend our gratitude and appreciation to Courtney for her courage and selfless service. We congratulate her for a job well done from the Board and community.

The Clerk of the Board shall attest and affix the seal of the Moraga-Orinda Fire District to this proclamation on this 20th day of February 2019.

STEVEN DANZIGER
President, District 3 Director

CRAIG JORGENS
Vice President, District 5 Director

JOHN JEX
Secretary, District 2 Director

MICHAEL DONNER
Treasurer, District 4 Director

GREGORY BAITX
District 1 Director





**PROCLAMATION HONORING VOLUNTEERS FROM
THE LAMORINDA COMMUNITY EMERGENCY RESPONSE TEAM,
MORAGA-ORINDA FIRE DISTRICT COMMUNICATIONS-SUPPORT UNIT
& THE LAMORINDA RADIO INTEREST GROUP**

WHEREAS, Volunteers from the Lamorinda Community Emergency Response Team (CERT) have given their time, energy and expertise to help our community become better prepared for disasters by educating themselves, supporting community events and assisting the Fire District with both the 2018 Moraga Country Club and the 2019 North Orinda Evacuation Exercises; and

WHEREAS, Volunteers from the Moraga-Orinda Fire District's Communications-Support Unit have given their time energy and expertise to support the community and our Firefighters by providing logistical support at emergency scenes, maintaining the District's emergency communications cache, staffing the Department Operations Center, operating the support unit vehicle and assisting with both the 2018 Moraga Country Club and the 2019 North Orinda Evacuation Exercises; and

WHEREAS, Volunteers from the Lamorinda Radio Interest Group (LARIG) have given their time, energy and expertise to build and maintain an amateur radio network covering Lamorinda and a General Mobile Radio Service network covering Lamorinda and have made these networks available to the community and provided education, management and leadership for neighborhood emergency communications and assisted with both the 2018 Moraga Country Club and the 2019 North Orinda Evacuation Exercises; and

WHEREAS, The Moraga-Orinda Fire District wishes to continue to support volunteers in assisting our communities to be better prepared for disasters and the District in providing emergency services to its residents and recognizing the important role volunteers play in these endeavors;

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Moraga-Orinda Fire Protection District and its employees, do hereby issue this Proclamation to Lamorinda CERT, the MOFD Communications-Support Unit and the Lamorinda Radio Interest Group in recognition of the valuable services they provide in preparing, protecting and serving our communities. We extend our gratitude and appreciation for the professionalism, expertise many hours of exemplary service.

The Clerk of the Board shall attest and affix the seal of the Moraga-Orinda Fire District to this proclamation on this 20th day of February 2019.

STEVEN DANZIGER
President, District 3 Director

CRAIG JORGENS
Vice President, District 5 Director

JOHN JEX
Secretary, District 2 Director

MICHAEL DONNER
Treasurer, District 4 Director

GREGORY BAITX
District 1 Director



Moraga-Orinda Fire Protection District

BOARD OF DIRECTORS REGULAR BOARD MEETING MINUTES

December 5, 2018



1. Opening Ceremonies

The Board of Directors convened in Open Session at 6:00 P.M. on December 5, 2018 at the Orinda Community Room 7, 28 Orinda Way, Orinda, California. Director Jorgens called the meeting to order. Present were the following Directors and Staff:

Director Baitx	Director Jex (Teleconference)	
Director Donner	Director Jorgens	Gloriann Sasser, Admin Services Director
Director Danziger	Dave Winnacker, Fire Chief	
Jonathan Holtzman, District Counsel (Teleconference)		

2. Public Comment

There was no comment from the public.

3. Closed Session

At 6:00 P.M., the Board adjourned into Closed Session.

4. Reconvene the Meeting

Director Jorgens reconvened the regular business meeting of the Moraga-Orinda Fire District Board of Directors at 7:04 P.M. Present were the following Directors and Staff:

Director Baitx	Director Jex (Teleconference)	
Director Donner	Director Jorgens	Gloriann Sasser, Admin Services Director
Director Danziger	Dave Winnacker, Fire Chief	Grace Santos, District Clerk

5. Report of Closed Session Action

There was no reportable action taken in Closed Session.

6. Public Comment

Former MOFD Director Anderson asked to take a moment of silence for former President George H. W. Bush.

Jonathan Goodwin, Canyon resident, asked if Chief Winnacker would give an update regarding the issue of the bathrooms in the Administrative building and the District's compliance with the Americans with Disabilities Act (ADA). Director Jorgens stated that the issue would be added to a future agenda.

Mr. Goodwin remarked upon on the current elections results, hopes that line personnel would begin conducting inspections in their first-due areas for vegetation, stating that it would be a turning point for the positive.

7. Consent Agenda

Director Jorgens asked to pull Item 7.5 Surplus Equipment and discuss separately.

Chief Winnacker provided additional information as to why staff is requesting to declare the "Spirit of St. Mary's", the 2000 Spartan Fire truck, a surplus item and for the authorization to dispose of it. There may be local agencies interested in the apparatus and once staff receives approval from the Board, they will move rapidly to find a new home for it.

Director Jorgens suggested coming up with a reasonable number in the event staff receives very low numbers.

Director Danziger agreed with Director Jorgens, and suggested donating the apparatus if offers are too low and not worth it. There may be a tax benefit for doing so.

Chief Winnacker stated that staff would definitely look at how to get the best value for the District, in any format that would surplus the apparatus.

Motion by Director Danziger and seconded by Director Baitx to approve and file all items on the Consent Agenda – 7.1 Meeting Minutes, 7.2 Monthly Incident Report, 7.3 Monthly Check/Voucher Register, 7.4 Monthly Financial Reports, and 7.5 Surplus Equipment. Said motion carried a 5-0 roll-call vote (Ayes: Baitx, Donner, Jex, Jorgens and Danziger; Noes: None).

8. Regular Agenda

8.1 Review of Standing and Ad Hoc Committees

Chief Winnacker stated the definition of a Standing Committee: a committee of a legislative body, irrespective of their composition, which have either a continuing subject matter jurisdiction or a meeting schedule fixed by charter, ordinance, resolution, or formal action of a legislative body. Even if comprised of less than a quorum of the governing body, a standing committee is subject to the Brown Act.

The definition of an Ad Hoc Committee: a temporary advisory committee composed solely of less than a quorum of the legislative body that serves a limited or single purpose, that is not perpetual, and that will be dissolved once its specific task is completed is not subject to the Brown Act.

The Board presently has one standing committee and five ad hoc committees: Finance Committee – standing, Pension Review Ad Hoc Committee, Board of Directors and Fire Chief Roles & Responsibilities and Rules of Procedures Update Ad Hoc Committee, Audit Ad Hoc Committee Long Range Financial Plan Ad Hoc Committee, Labor Negotiations Ad Hoc Committee

Director Danziger stated that he would like to see an ad hoc committee to discuss a new format for the Fire Chief performance evaluations going forward (not the actual Fire Chief evaluation itself, but only the format).

Director Jorgens stated that it is important to keep an Audit Committee. The Pension Review Committee should be dissolved, the Labor Negotiations Committee should also be dissolved since the entire board is involved in the process, and dissolve the Board of Directors and Fire Chiefs Roles and Responsibilities and Rules of Procedures Update Committee.

Director Danziger suggested adding a Facilities Ad Hoc Committee.

Director Jorgens suggested that the Board determine who its officers will be before establishing and dissolving committees.

Chief Winnacker stated that this item is discuss establishing or dissolving committees, and the subsequent item (Item 8.2) would be to discuss how to populate them.

Mr. Goodwin stated that most of the committees do not do too much except for during certain times of the year. He suggested not forming committees now but to wait and form them during the less stressful times of the year.

Brad Barber, Orinda resident and former MOFD Director, stated that the way the Board is currently doing it is fine. Mr. Barber suggested considering making the Audit Committee a standing committee.

Mr. Anderson disagreed, stating that making the Audit Committee a standing committee would make it difficult for the Board to accomplish what it needs to.

Motion by Director Jorgens and seconded by Director Danziger to keep the Finance Standing Committee and the Audit Ad Hoc Committee, to establish a Fire Chief Performance Evaluation Ad Hoc Committee, a Facilities Ad Hoc Committee, and a Long Range Financial Plan Ad Hoc Committee, and to dissolve the Pension Review Ad Hoc Committee, the Board of Directors and Fire Chief Roles & Responsibilities and Rules of Procedures Update Ad Hoc Committee and the Labor Negotiations Ad Hoc Committee. Said motion carried a 5-0 roll-call vote (Ayes: Baitx, Donner, Jex, Jorgens and Danziger; Noes: None).

8.2 Election of Board Officers and Appointment of Standing and Ad Hoc Committee Members and District Liaisons

Per Resolution No. 11-03, each year the Board of Directors elects new officers and appoints standing and ad hoc committee members and District liaisons.

The Board officer positions are President, Vice President, Secretary and Treasurer. The Board presently has one standing committee and five ad hoc committees. Board Members act as District Liaisons to five outside agencies: Contra Costa Special Districts Association, Contra Costa County Fire Boards and Commissioners Association, Local Agency Formation Committee, Orinda City Council and the Moraga Town Council.

Chief Winnacker explained that the historical rotation has been that the previous year's Secretary historically has become the Vice President, the previous year's Vice President historically becomes the President, and the previous year's President historically reverts to being a Director. The historical rotation would move Director Jorgens from Secretary to Vice President, and Director Jex from Vice President to President, leaving the Secretary and Treasurer positions to be filled. It is historical practice and not contained in the District bylaws.

Director Donner asked that if it was the Board's historical practice, and not contained in the District bylaws, could they then nominate another Director for President? Chief Winnacker confirmed that was correct.

Director Donner nominated Director Danziger as the MOFD Board President. Director Baitx seconded his motion.

Director Jorgens commented on the reason why Directors who have experience on the Board have historically been officers of the Board.

Kymerleigh Korpus, Moraga resident and Town of Moraga Vice Mayor, commented on the huge learning curve for new council or board members just coming on. She stated that tradition is often there for a reason. Tradition gives new people time to learn and understand, and it is often prudent to follow tradition that has been long standing because there are good reasons behind it. Vice Mayor Korpus encouraged the new directors to think about that, practice their patience and learn how it all works before taking a leadership role. Whatever the Board decides to do, there will be ramifications.

Mr. Goodwin commented on his concern about the impression that the Local 1230 Union is taking over the board and the Fire District. He finds it to be a disturbing message to send out. He feels distressed that the leadership of the District will be at an internal struggle to understand and encompass all that is done.

Mr. Barber stated that there is an additional reason for the seniority mechanism. It is a politically neutral mechanism, the President is not a tremendously powerful position but important in several respects, everyone eventually becomes President, and it avoids a contention that he thinks is best to be avoided.

Vince Wells, President of Local 1230 Union, stated that he does not want the board officers election to move forward on the premise that it is the Union versus the other candidates, and all the decisions being made based on the fact that they supported three of the candidates that won. Decisions should not be made based on that at all. The Union does not want to weigh in on who should be elected as the Board officers. The Board should make its decisions based on what is best for the organization and the Fire District. The Union's opinion about why they endorsed individuals is to maintain the level of protection for this community. They stood up for the community by endorsing their candidates. They did not do it to get more money in their pockets or get more things for the Union, as it has been portrayed. They supported the candidates because they believe in fire protection, firefighter safety and the ability to provide that to the community they serve.

Director Jex stated that it has not been the precedence that a new director without the experience or background to become the Board President. It would make it difficult to achieve the future mission and he does not support it.

Director Jorgens agreed with Director Jex and stated that he went through the process and feels that traditions are important.

Motion by Director Donner and seconded by Director Baitx to nominate and elect Director Danziger as President of the MOFD Board. Said motion carried a 3-2 roll-call vote (Ayes: Baitx, Donner and Danziger; Noes: Jex and Jorgens).

Motion by Director Donner and seconded by Director Baitx to nominate and elect Director Jorgens as Vice President of the Board. Said motion carried a 5-0 roll-call vote (Ayes: Baitx, Donner, Jex, Jorgens and Danziger; Noes: None).

Motion by Director Jorgens and seconded by President Danziger to nominate and elect Director Jex as Secretary of the Board. Said motion carried a 5-0 roll-call vote (Ayes: Baitx, Donner, Jex, Jorgens and Danziger; Noes: None).

Motion by Director Baitx and seconded by Director Jorgens to nominate and elect Director Donner as Treasurer of the Board. Said motion carried a 5-0 roll-call vote (Ayes: Baitx, Donner, Jex, Jorgens and Danziger; Noes: None).

Motion by Director Donner and seconded by Director Baitx to nominate and elect Director Jorgens and President Danziger to be on the Finance Committee. Said motion carried a 5-0 roll-call vote (Ayes: Baitx, Donner, Jex, Jorgens and Danziger; Noes: None).

Motion by President Danziger and seconded by Director Baitx to nominate and elect Directors Donner and Jorgens for the Long Range Financial Plan Ad Hoc Committee. Said motion carried a 5-0 roll-call vote (Ayes: Baitx, Donner, Jex, Jorgens and Danziger; Noes: None).

Motion by President Danziger and seconded by Director Jorgens to nominate and elect Director Jex for the Audit Ad Hoc Committee. Said motion carried a 5-0 roll-call vote (Ayes: Baitx, Donner, Jex, Jorgens and Danziger; Noes: None).

Motion by President Danziger and seconded by Director Jorgens to nominate and elect Directors Baitx and Donner for the Facilities Ad Hoc Committee. Said motion carried a 5-0 roll-call vote (Ayes: Baitx, Donner, Jex, Jorgens and Danziger; Noes: None).

Motion by Director Jorgens and seconded by Director Donner to nominate and elect Directors Baitx and Danziger for the Fire Chief Performance Evaluation Ad Hoc Committee. Said motion carried a 5-0 roll-call vote (Ayes: Baitx, Donner, Jex, Jorgens and Danziger; Noes: None).

Motion by President Danziger and seconded by Director Donner to nominate and elect Director Jorgens as the District liaison to the Orinda City Council. Said motion carried a 5-0 roll-call vote (Ayes: Baitx, Donner, Jex, Jorgens and Danziger; Noes: None).

Motion by Director Donner and seconded by Director Jorgens to nominate and elect Director Baitx as the District liaison to the Moraga Town Council. Said motion carried a 5-0 roll-call vote (Ayes: Baitx, Donner, Jex, Jorgens and Danziger; Noes: None).

Motion by Director Jorgens and seconded by President Danziger to nominate and elect Director Donner as the LAFCO District liaison. Motion by Director Jex and seconded by Director Jorgens to nominate and elect President Danziger as the District's alternate liaison to LAFCO. Said motion carried a 5-0 roll-call vote (Ayes: Baitx, Donner, Jex, Jorgens and Danziger; Noes: None).

Mr. Goodwin inquired about the role and definition of a District Liaison and expressed his opinion on a level of expectation and reporting.

Director Donner commented on the separation between the District and the City of Orinda and the Town of Moraga. He stated that he would like to see the District work together and become more involved with Moraga and Orinda and form stronger relationships with its council members and the various departments within.

Motion by President Danziger and seconded by Director Jorgens; to nominate and elect Director Jex as the District liaison to the Contra Costa County Special Districts Association (CCSDA). Said motion carried a 5-0 roll-call vote (Ayes: Baitx, Donner, Jex, Jorgens and Danziger; Noes: None).

Motion by Director Donner and seconded by Director Jorgens to nominate and elect President Danziger as the District liaison to the Contra Costa County Fire Commissioners Association. Said motion carried a 5-0 roll-call vote (Ayes: Baitx, Donner, Jex, Jorgens and Danziger; Noes: None)

8.3 2019 Regular Board Meeting Schedule

The Board of Directors conducts Regular Board meetings on the first and third Wednesday of each month. Various other special meetings are scheduled throughout the year to address time sensitive District issues.

Staff proposed a slightly modified schedule to accommodate for two dates that fall near holidays - January 2 and July 3, which would move the meetings to January 9 and July 10 instead.

Director Jex questioned the reason for having two meetings a month. He stated that the Board discussed the issue in the past and decided to schedule one regular meeting on the third Wednesday of each month and other meetings as needed.

Director Jorgens explained that, until last year, the Board only met on the third Wednesday of each month, and the first Wednesdays were only used as placeholders to address time sensitive issues. If there were none, they were cancelled.

Motion by Director Jorgens and seconded by Director Donner to schedule regular Board meetings on the third Wednesday of each month and schedule special meetings to address time sensitive issues as needed. Said motion carried a 5-0 roll-call vote (Ayes: Baitx, Donner, Jex, Jorgens and Danziger; Noes: None).

8.4 Approval of One Month Extension of District's Payment of Enhanced Medical Insurance Contribution Rates

The District is currently in negotiations in pursuit of successor Memoranda of Understanding with AFSCME Local 2700 and the Moraga Orinda Fire Chief Officers Association (MOFCOA). In 2016, the District entered into side letters of agreement with the employee organizations to provide enhanced medical insurance contributions. The side letters provided that on June 30, 2018, the enhanced medical insurance contributions "shall revert" to the previous lower contribution levels.

Previously the board approved extensions of the enhanced medical insurance contributions through December 31, 2018. In light of the status of negotiations, an extension of the enhanced medical insurance contributions for one additional month, through January 31, 2019 is appropriate. The terms of the side letter between the parties remain in full force and effect.

The approximate additional cost is \$1,900 and sufficient appropriations are available in the 2018/2019 Annual Operating Budget.

8.5 Annual Audit and Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2018

Each year the District engages a certified public accountant to audit the financial statements of the District. The District's Administrative Services Division prepared the financial statements for the fiscal year ending June 30, 2018. The financial statements have been audited by Vavrinek, Trine, Day & Co., LLP (VTD.) In addition to the financial statement audit, VTD was engaged to prepare a required report on the District's Gann appropriations spending limit calculation and a letter to the Board required by professional accounting standards discussing their audit engagement and the procedures they performed. This report includes no audit findings.

Based upon the audit procedures performed, VTD has rendered their opinion that the District's financial statements present fairly the District's financial position at June 30, 2018, and the results of the governmental activities and the budgetary comparison information for the year then ended, in accordance with generally accepted accounting principles. This is generally referred to as a "clean" or "unqualified" audit opinion.

In addition to the audited financial statements, the District prepared a Comprehensive Annual Financial Report (CAFR) that is designed to meet the requirements of the Government Finance Officers Association (GFOA). The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (CAFR Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare comprehensive annual financial reports that evidence the spirit of transparency and full disclosure. The GFOA then recognizes individual governments that succeed in achieving this goal. This is the fourth year the District has participated in the CAFR Program.

The CAFR was presented to the board at the November 5, 2018 board meeting. The board directed changes to the CAFR which have been incorporated.

The CAFR was reviewed by the Audit Ad Hoc Committee in October 2018.

Mr. Goodwin reminded the Board of his previous comment at the last meeting about how difficult it is to understand the terminology used in the CAFR. He suggested creating a guide to make it easier for a layperson to understand.

Mr. Olsen stated that he agreed with Mr. Goodwin, however, approval of the CAFR has been delayed for too long and strongly suggested the Board move forward with the process of approving the report.

Director Jorgens read a letter from Steve Cohn (Attachment A), Orinda resident, who could not attend the meeting and asked that his letter be read and entered into the minutes.

Director Jex stated that there were discussions at the last meeting regarding the inadequate disclosure on the significant post-balance sheet event. He met with the auditor, who made some recommendations, which were then included in the CAFR.

Motion by Director Jorgens and seconded by President Danziger to accept the CAFR as presented. Said motion carried a 5-0 roll-call vote (Ayes: Baitx, Donner, Jex, Jorgens and Danziger; Noes: None).

8.6 State Homeland Security Grant Acceptance

The District is part of a regional grant from the State Homeland Security Department. The grant was awarded to the Contra Costa County Fire Protection District to provide mobile data terminals, mounts and installation for front-line apparatus. The District is a regional partner agency for the grant.

The grant will provide the District with 15 second generation iPad Pros. The new iPads will be deployed in the District's apparatus to replace legacy mobile data terminals. The grant includes 15 new iPads that are Wi-Fi and cellular compatible, warranty, 15 mounts, 15 vehicle power solutions (cable and dual USB vehicle chargers), removal of legacy mobile data terminals and installation of the new equipment. The grant covers the full cost of the equipment and installation. The District is responsible to repair or replace any iPads that are broken. The District is also responsible to participate in any grant audits and to track the grant funded equipment. District policy A2.05.01 requires board approval for acceptance of grants.

Motion by Director and seconded by Director to accept the State Homeland Security Grant and authorize staff to execute the Memorandum of Understanding with Contra Costa County Fire Protection District. Said motion carried a 5-0 roll-call vote (Ayes: Baitx, Donner, Jex, Jorgens and Danziger; Noes: None).

8.7 Moraga-Orinda Fire Protection District Public Facilities Financing Corporation Staffing and Appropriateness

Chief Winnacker stated that there was a previous discussion to pull the item from the agenda to allow District Counsel more time to review the information. President Danziger approved.

8.8 Moraga Way Evacuation Exercise

Due to topography and limited surface street capacity, emergency evacuations of large portions of the district will be a challenge. In order to execute a time sensitive evacuation, multiple agencies will be involved and detailed coordination will need to occur.

To prepare for an evacuation, in partnership with Moraga and Orinda Police Departments, MOFD has developed evacuation polygons that are shared between all agencies. These polygons allow an incident commander to communicate evacuation needs in a timely and accurate manner using a shared understanding of the relevant zones.

In order to develop these inter-agency relationships and test the system in a realistic environment, an evacuation drill is being held on Saturday, 15 December.

On 27 November the Orinda City Council passed a resolution supporting the road closure and the execution of the exercise.

At 0700 on Saturday December 15th, a CWS alert will be sounded to participating members of the public who live within the Moraga Country Club. At the same time, Moraga Way will be closed to South Bound traffic and all lanes converted to Northbound only. Evacuees will travel from Saint Andrews to Glorietta using contra-flow traffic patterns. Upon arriving at Glorietta, the drill will be complete and participants will return to Moraga via Rheem Blvd for a debrief at Fire Station 41.

The road closure will be lifted no later than 0800. Appropriate traffic control measures will be in place through the placement of police officers and CERT volunteers at intersections along the route.

Road closure information is being disseminated via all available means by participating agencies: LaMorinda CERT, Moraga PD and Public Works, Orinda PD and Public Works, MOFD, CHP and the Contra Costa County Community Warning System.

Goals are to validate Fire-Police evacuation coordination, validate Police-CWS evacuation notification, validate CWS-Public communication, validate MCC Block Captain system and validate contra-flow traffic patterns. Future goals include conducting a similar exercise in North Orinda in January to further refine the evacuation process and validate Miner road as a contra-flow evacuation route.

There was a brief discussion and questions from the Board, which Chief Winnacker answered.

8.9 Fire Chief Update

Chief Winnacker provided an update regarding the fatality fire that occurred on November 18, 2018, located on Moraga Way. An MOFD firefighter was injured and is currently recovering. He expressed his sorrow for the loss to the family and the community. The fire remains under investigation. All fatality fires are treated as a crime scene and as a result, the investigation proceeds very methodically. Chief Winnacker will provide an update once it is complete and there is further information to report.

Chief Winnacker provided a report regarding the fire that occurred in the community of Canyon on December 4, 2018 and an update to the Station 43 construction project.

Mr. Goodwin asked why the water tender did not go up the ramp during the Canyon fire, and inquired on its ability to get to a fire if one occurred further up the hill. Chief Winnacker stated that he did not know definitively, but thinks it is not an access issue and more to do with understanding that the conditions of the scene indicated there would be a requirement for more than one tank of water. Once they commit, turning it around becomes a challenge, particularly if there are other engines already up the hill. Leaving the water tender on Pinehurst was the decision made in order to facilitate the refill-return cycle that was anticipated they were going to need several times.

Lucas Lambert, MOFD Captain, recognized Director Donner on his presence at the fire, representing the District and his show of solidarity by referring to the District by using the term "us" referring to the District, firefighters and the citizens of the community as one. The show of solidarity of an elected official is always appreciated by Captain Lambert and the firefighters.

9. Adjournment

At 8:48 P.M., President Danziger called for adjournment of the regular meeting.



Grace Santos, District Secretary/Clerk

ATTACHMENT A

Comments on the MOFD 2018 CAFR
Steve Cohn
December 5, 2018

While annual audited financials are necessary and important, of even greater importance to the Board and the community would be better understanding where the District is coming from, where it is now, and where it is going to.

This would require a series of exhibits including:

- * An historic look back, ten years or more, of both the revenue and expense statement ending with this year's budget and the balance sheet.
- * A twenty-year look forward of the projected financials, including fund balances. Ideally there would be a financial strategic plan so this projection could reflect the implementation of that plan.

I would think that a document titled the Comprehensive Annual Financial Report would include this information. It currently does not. If, for some reason, it cannot include this information then the District should create a companion document that does.

I have created a series of reports that will give you some idea what would be required.

You will note that the balance sheet I include, current and historic, varies drastically from the one in the CAFR and from previous audited financials. Assets are currently five times as great; liabilities over three times as great; and the net liability \$22 million dollars more than what the CAFR reports. This is because I incorporate the pension and OPEB assets and liabilities in the balance sheet while the CAFR only includes these large and important elements of MOFD's finances the footnotes. In addition, I evaluate the pension liability at MOFD's agreed upon discount rate of 6.25% and not the CCCERA rate of 7%.

The fact that the Pension and OPEB liabilities are fully recourse to the District and the community makes it inappropriate, and dangerous, to only display them net of at-risk assets as GASB allows and the CAFR does. Burying them in the footnotes is an inappropriate response.

I hope you will consider incorporating these changes into the CAFR or creating a companion document before adopting this year's CAFR as it not only does not tell the story it should, it inaccurately reflects the District's current assets and, most importantly, its significant liabilities.

ATTACHMENT A

MOFD Consolidated Balance Sheet (FYE 6/30/2018)

	Operations	Retirement Plans	Consolidated
Assets and Deferred Outflows of Resources			
Current Assets			
Cash and Investments	13,696,714		13,696,714
Receivables, net	890,900		890,900
Prepaid Items	16,443		16,443
Other assets	25,857		25,857
Total Current Assets	14,629,914	0	14,629,914
Noncurrent Assets			
Restricted cash and investments	2,306,257	3,008,656	5,314,913
Restricted pension trust assets	0	700,449	700,449
CCCERA pension assets	0	169,905,334	169,905,334
Restricted OPEB trust assets	0	882,128	882,128
Capital assets, net	11,465,867		11,465,867
Total Noncurrent Assets	13,772,124	174,496,567	188,268,691
Current Inflows and Outflows of Resources * / **			
Pension plans		-1,526,750	-1,526,750
OPEB		0	0
Total Current Inflows and Outflows of Resources*	0	-1,526,750	-1,526,750
Total Assets Before Deferred Inflows & Outflows of Resources	28,402,038	172,969,817	201,371,855
Deferred Inflows and Outflows of Resources * / **			
Pension plans ***		-6,058,445	-6,058,445
OPEB		16,881	16,881
Total Deferred Inflows and Outflows of Resources*	0	-6,041,564	-6,041,564
Total Assets and Deferred Inflows & Outflows of Resources	28,402,038	166,928,253	195,330,291
Liabilities and Deferred Intflows of Resources			
Current Liabilities			
Accounts payable and accrued liabilities	988,898		988,898
Salaries and benefits payable	1,208,332		1,208,332
Interest payable	22,548	368,656	391,204
Compensated absences - current portion	165,000		165,000
Current portion of long term liabilities	891,542	2,640,000	3,531,542
Total Current Liabilities	3,276,320	3,008,656	6,284,976
Noncurrent Liabilities			
Compensated absences	382,457		382,457
Due after one year	5,217,291	11,465,000	16,682,291
OPEB Liability	0	16,261,513	16,261,513
Pension Liability	0	213,113,872	213,113,872
CCCERA determination @ 7.00% discount		193,403,909	
MOFD adjustment for 6.25% discount rate		19,709,963	
Total Noncurrent Liabilities	5,599,748	240,840,385	246,440,133
Current Inflows and Outflows of Resources * / **			
Pension plans		1,608,356	1,608,356
OPEB		-182,181	-182,181
Total Current Inflows and Outflows of Resources*	0	1,426,175	1,426,175
Total Liabilities Before Deferred Inflows & Outflows of Resources	8,876,068	245,275,216	254,151,284
Deferred Inflows and Outflows of Resources * / **			
Pension plans		0	0
OPEB		0	0
Total Deferred Inflows and Outflows of Resources*	0	0	0
Total Liabilities and Deferred Inflows & Outflows of Resources	8,876,068	245,275,216	254,151,284
Net Position			
Before Deferred Inflows and Outflows of Resources			
Assets	28,402,038	172,969,817	201,371,855
Liabilities	8,876,068	245,275,216	254,151,284
Net Assets / (Liabilities)	19,525,970	(72,305,399)	(52,779,429)
Including Deferred Inflows and Outflows of Resources*			
Assets	28,402,038	166,928,253	195,330,291
Liabilities	8,876,068	245,275,216	254,151,284
Net Assets / (Liabilities)	19,525,970	(78,346,963)	(58,820,993)
Net Position (MOFD CAFR version)			
Net investment in capital assets	7,683,689		7,683,689
Restricted for debt service	2,306,257	3,008,656	5,314,913
Restricted for pension and OPEB Benefits	0	1,582,577	1,582,577
Unrestricted asset / (deficit)	9,536,024	-82,938,196	-73,402,172
Total Net Position	19,525,970	(78,346,963)	(58,820,993)

ATTACHMENT A

MOFD Consolidated Balance Sheet (FYE 6/30/2018)

* Deferred Inflows and Outflows of Resources. When GASB (Government Accounting Standards Board) implemented GAS 68, the intent was to put pension plan assets and liabilities on the balance sheet as opposed to demoting them to a footnote. They were to reflect the current position of the pension plan including any current revisions to assets and liabilities. However, since some adjustments are “abrupt” (like a 30% loss in asset value in 2008 or a \$25 million increase in liabilities that would result from decreasing the discount rate by a full percent), the Standards Board created the concept of Deferred Inflows and Outflows of Resources. These are “smoothing” factors that are applied to assets (in the event of earnings outside the projected earnings) and liabilities (due to changes in assumptions). Positive adjustments (to assets) were called Deferred Outflows while negative adjustments (to liabilities) were called Deferred Inflows. So, if the assets earned more than their projected rate (7.00% assumed by CCCERA, MOFD’s pension manager; 6.25% assumed by MOFD itself), then this would be a Deferred Inflow (offsetting part of the “extraordinary” gain in market value). This gain for any one year would be “amortized” over 5 years; 20% in the year of gain; another 20% the next year; etc. However, making an adjustment to an asset by increasing a liability is counter-intuitive. As would considering a decrease in liabilities (lower inflation rate) an additional asset. Thus, this balance sheet has moved decreases to assets back to the asset side of the ledger and decreases in liabilities back to the liability side.

** Further, all of these changes GASB considers “deferred”. It is agreed that rapid changes in assets due to extraordinary asset earnings or losses should be deferred as some of all of these may be reversed in the short term. However, changes to liabilities due to changes in assumptions should not be deferred unless it is relatively certain that the changes will be reversed. Thus this balance sheet show “current inflows and outflows” separate from “deferred inflows and outflows.”

*** The adjustment to the pension assets came from CCCERA. It was based on their projected earning rate of 7.00%. It shows a net decrease of \$6,058,455. This is the amount that the assets have earned in excess of 7.00% which is being “smoothed” over five years. However, since MOFD’s earning assumption is only 6.25%, this amount should be increased. At this point the data is not available to produce the adjusted value so the CCCERA provided value is used. The increase would be on the order of \$1-2 million.

ATTACHMENT A

MOFD Balance Sheet - Historical

	2018	2017	2016	2015	2014	2013	2012	2011	2010
Assets									
Operations	28,402,038	27,127,758	23,149,805	16,461,842	14,655,306	13,970,038	16,515,136	16,068,413	15,479,702
Retirement	166,928,253	152,684,877	148,144,884	145,278,032	128,147,791	121,931,508	121,880,818	123,113,314	125,058,297
Consolidated	195,330,291	179,812,634	171,294,688	161,739,874	142,803,097	135,901,546	138,395,954	139,181,727	140,537,999
Liabilities									
Operations	8,876,068	8,528,611	6,010,404	1,616,926	1,210,282	1,559,530	1,470,125	1,563,326	1,537,061
Retirement	245,275,216	235,533,189	211,196,573	204,902,439	205,571,337	213,130,689	195,357,948	190,881,749	187,549,493
Consolidated	254,151,284	244,061,799	217,206,976	206,519,365	206,781,619	214,690,219	196,828,073	192,445,075	189,086,554
Net Assets / (Liabilities)									
Operations	19,525,970	18,599,147	17,139,401	14,844,916	13,445,024	12,410,508	15,045,011	14,505,087	13,942,641
Retirement	(78,346,963)	(82,848,312)	(63,051,689)	(59,624,407)	(77,423,546)	(91,199,181)	(73,477,130)	(67,768,435)	(62,491,196)
Consolidated	(58,820,993)	(64,249,165)	(45,912,288)	(44,779,491)	(63,978,522)	(78,788,673)	(58,432,119)	(53,263,348)	(48,548,555)
Audited Financials									
Assets	37,790,211	39,386,825	37,921,236	40,837,381	39,986,513	40,413,428	41,987,104	42,413,250	42,522,422
Liabilities	74,512,924	82,001,252	77,705,922	63,717,455	30,187,414	31,758,514	31,546,926	31,488,662	31,477,514
Net	(36,722,713)	(42,614,427)	(39,784,686)	(22,880,074)	9,799,099	8,654,914	10,440,178	10,924,588	11,044,908
Footnotes (values in addition to what is on balance sheet)									
OPEB *			(8,513,367)	(10,367,143)	(10,548,373)	(17,992,714)	(19,348,937)	(20,611,000)	(21,799,000)
Pension									
Assets	169,905,334						123,979,000	124,642,000	
Liabilities	193,403,909	**					148,360,000	142,547,000	
Net					not reported	(45,045,193)	(24,381,000)	(17,905,000)	365,000
from CCCERA					(40,103,662)				
Net-Net	(36,722,713)	(42,614,427)	(48,298,053)	(33,247,217)	(40,852,936)	(54,382,993)	(33,289,759)	(27,591,412)	(10,389,092)
Difference Actual-Audited									
Assets	157,540,080	140,425,809	133,373,452	120,902,493	102,816,584	95,488,118	96,408,850	96,768,477	98,015,577
Liabilities	179,638,360	162,060,547	139,501,054	142,801,910	176,594,205	182,931,705	165,281,147	160,956,413	157,609,040
Net	22,098,280	21,634,738	6,127,602	21,899,417	73,777,621	87,443,587	68,872,297	64,187,936	59,593,463
Audited as a percent of Actual									
Assets	19%	22%	22%	25%	28%	30%	30%	30%	30%
Liabilities	29%	34%	36%	31%	15%	15%	16%	16%	17%
Net	62%	66%	87%	51%	-15%	-11%	-18%	-21%	-23%

* Only a portions of OPEB net liability was put on the balance sheet before 2017. This is the omitted portion.

** in 2018 the net liability was included on balance sheet but gross liability was exhibited in a footnote

ATTACHMENT A

MOFD Revenue and Spending History

BLUE = inputs GREEN = inputs from detailed calculations

Fiscal Year Ending June 30	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	1997
Revenue	27,763,832	27,137,947	25,224,106	24,079,474	23,462,143	21,173,096	18,762,862	19,306,616	19,621,855	19,145,166	19,157,906	18,496,312	17,931,712	
Ad Valorem Tax	24,405,067	23,220,123	22,121,300	20,693,314	19,235,847	17,427,013	16,141,055	16,351,323	16,701,594	16,647,672	16,247,774	15,649,236	15,710,646	8,514,000
Parcel Tax	1,085,000	1,080,597	1,076,738	1,070,214	1,068,288	1,071,747	1,069,288	1,067,760	1,067,969	1,064,888	1,066,761	884,763	960,183	
Fees	1,379,350	1,469,376	1,481,589	1,303,760	1,406,590	1,061,641	1,041,843	965,807	989,872	928,872	861,068	1,095,682	803,992	
Other *	894,415	1,367,851	544,479	1,012,186	1,751,418	1,612,695	510,676	921,726	862,420	503,734	982,303	866,631	456,891	
Expenses	28,341,485	26,627,424	23,625,718	22,351,350	22,068,886	21,202,504	20,265,975	19,564,928	19,584,678	18,932,344	19,676,423	19,283,567	17,168,374	
Total Employee Compensation	24,532,785	21,696,995	20,583,948	19,287,231	19,654,277	17,907,454	17,398,659	16,551,918	16,334,044	16,153,094	16,715,851	16,308,162	14,369,130	
Salaries ** / ***	87%	81%	87%	86%	89%	84%	86%	85%	83%	85%	85%	85%	84%	
Benefits	9,393,652	8,839,470	8,619,873	8,131,162	8,144,027	8,060,486	8,502,580	8,039,390	8,193,056	8,291,513	8,919,347	8,510,224	7,049,888	
Retirement ***	2,131,814	1,438,788	1,272,629	1,515,633	1,604,421	1,268,166	1,209,550	1,459,930	1,617,986	1,745,836	1,497,508	1,501,569	1,391,106	
CCCERA	13,007,319	11,418,737	10,691,446	9,640,436	9,905,829	8,578,802	7,686,529	7,052,598	6,523,002	6,115,745	6,298,996	6,296,369	5,928,136	
Employees	5,016,268	4,677,312												
POB	2,032,807	1,795,915												
Principal	2,945,000	2,640,000												
Interest	598,473	736,281												
Stabilization Fund	1,100,000	374,000												
Retiree Health	875,000	821,229												
OPEB Fund	439,771	374,000												
Operations	2,574,232	2,251,574	1,851,970	1,900,364	1,686,006	2,165,295	1,796,127	1,662,576	1,922,065	1,712,116	1,855,112	1,846,013	1,835,461	
Capital Expenses	1,234,468	2,678,855	1,189,800	1,163,755	728,603	1,129,755	1,071,189	1,350,434	1,328,569	1,067,134	1,105,460	1,129,392	963,783	
Net	-577,653	510,523	1,598,388	1,728,124	1,393,257	-29,408	-1,503,113	-258,312	37,177	212,822	-518,517	-787,255	763,338	
Growth over twelve years (2007 base is 100)														
Revenue	154.8	151.3	140.7	134.3	130.8	118.1	104.6	107.7	109.4	106.8	106.8	103.1	100.0	1997 to Present
Average rate of growth	3.7%	3.8%	3.5%	3.3%	3.4%	2.4%	0.8%	1.5%	2.3%	2.2%	3.4%	3.1%		
Annual growth	2.3%	7.6%	4.8%	2.6%	10.8%	12.8%	-2.8%	-1.6%	2.5%	-0.1%	3.6%	3.1%		
Ad Valorem Tax	155.3	147.8	140.8	131.7	122.4	110.9	102.7	104.1	106.3	106.0	103.4	99.6	100.0	4.90% annual increase
Annual growth	5.1%	5.0%	6.9%	7.6%	10.4%	8.0%	-1.3%	-2.1%	0.3%	2.5%	3.8%	-0.4%		
Parcel Tax	113.0	112.5	112.1	111.5	111.3	111.6	111.4	111.2	111.2	110.9	111.1	92.1	100.0	
Fees	171.6	182.8	184.3	162.2	175.0	132.0	129.6	120.1	123.1	115.5	107.1	136.3	100.0	
Other	195.8	299.4	119.2	221.5	383.3	353.0	111.8	201.7	188.8	110.3	215.0	189.7	100.0	
Expenses	165.1	155.1	137.6	130.2	128.5	123.5	118.0	114.0	114.1	110.3	114.6	112.3	100.0	
Average rate of growth	4.3%	4.1%	3.2%	3.0%	3.2%	3.1%	2.8%	2.6%	3.3%	3.3%	7.1%	12.3%		
Annual growth	6.4%	12.7%	5.7%	1.3%	4.1%	4.6%	-0.1%	-0.1%	3.4%	-3.8%	2.0%	12.3%		
Total Employee Compensation	170.7	151.0	143.3	134.2	136.8	124.6	121.1	115.2	113.7	112.4	116.3	113.5	100.0	
Average rate of growth	4.6%	3.8%	3.7%	3.3%	4.0%	3.2%	3.2%	2.9%	3.3%	4.0%	7.9%	13.5%		
Salaries	133.2	125.4	122.3	115.3	115.5	114.3	120.6	114.0	116.2	117.6	126.5	120.7	100.0	
Benefits	153.2	103.4	91.5	109.0	115.3	91.2	86.9	104.9	116.3	125.5	107.6	107.9	100.0	
Retirement	219.4	192.6	180.4	162.6	167.1	144.7	129.7	119.0	110.0	103.2	106.3	106.2	100.0	
Operations	140.2	122.7	100.9	103.5	91.9	118.0	97.9	90.6	104.7	93.3	101.1	100.6	100.0	
Capital Expenses	128.1	278.0	123.5	120.7	75.6	117.2	111.1	140.1	137.8	110.7	114.7	117.2	100.0	
Bay Area Consumer Price Index (CPI)	289.5	277.4	269.5	260.3	252.5	245.7	239.5	234.3	227.7	224.2	218.5	218.5	210.4	162.6
Relative to 2007 value	137.6	131.9	128.1	123.7	120.0	116.8	113.8	111.4	108.2	106.6	103.9	103.8	100.0	78% increase
Annual Growth	4.4%	2.9%	3.5%	3.1%	2.8%	2.6%	2.2%	2.9%	1.5%	2.6%	0.0%	3.8%		2.66%
Average Growth	2.7%	2.5%	2.5%	2.4%	2.3%	2.2%	2.2%	2.2%	2.0%	2.1%	1.9%	3.8%		annual increase
Salaries and Benefits	11,525,466	10,278,258	9,892,502	9,646,795	9,748,448	9,328,652	9,712,130	9,499,320	9,811,042	10,037,349	10,416,855	10,011,793	8,440,994	
Running average	2.6%	1.8%	1.6%	1.5%	1.8%	1.4%	2.4%	2.4%	3.8%	5.9%	11.1%	18.6%		
Retirement	13,007,319	11,418,737	10,691,446	9,640,436	9,905,829	8,578,802	7,686,529	7,052,598	6,523,002	6,115,745	6,298,996	6,296,369	5,928,136	
Running average	6.8%	6.1%	6.1%	5.6%	6.6%	5.4%	4.4%	3.5%	2.4%	1.0%	3.1%	6.2%		

* Strike team overtime excluded from salaries and netted against strike team revenue

** Salaries excludes employee contribution to CCCERA

*** Retirement cost includes employee contribution to CCCERA and

ATTACHMENT A

MOFD Revenue and Spending Projection

Base Assumed Rate of Inflation 2.75%

Fiscal Year Ending June 30	Growth	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Revenue		27,763,832	28,806,144	29,889,235	31,014,715	32,184,256	33,399,599	34,662,551	35,974,993	37,338,878	38,756,239	
Ad Valorem Tax	4.00%	24,405,067	25,381,270	26,396,520	27,452,381	28,550,477	29,692,496	30,880,195	32,115,403	33,400,019	34,736,020	
Parcel Tax	0.33%	1,085,000	1,088,581	1,092,173	1,095,777	1,099,393	1,103,021	1,106,661	1,110,313	1,113,977	1,117,653	
Fees	2.75%	1,379,350	1,417,282	1,456,257	1,496,304	1,537,453	1,579,733	1,623,175	1,667,813	1,713,678	1,760,804	
Other *	2.75%	894,415	919,011	944,284	970,252	996,934	1,024,350	1,052,519	1,081,464	1,111,204	1,141,762	
Expenses		26,627,424	28,341,485	28,176,620	29,142,352	28,813,113	29,325,478	30,059,006	31,294,225	33,019,688	33,472,642	34,533,362
Total Employee Compensation		21,696,995	24,532,785	24,447,434	25,336,850	24,929,283	24,361,253	25,412,262	26,562,780	27,001,301	28,465,012	29,534,119
Percent of total expenses		81%	87%	87%	87%	87%	83%	85%	85%	82%	85%	86%
Rate of Growth (annual)		13.07%	-0.35%	3.64%	-1.61%	-2.28%	4.31%	4.53%	1.65%	5.42%	3.76%	
Rate of Growth (average)		13.07%	6.15%	5.31%	3.53%	2.34%	2.67%	2.93%	3.00%	3.06%	3.13%	
Salaries * / **		9,393,652	9,856,268	10,151,149	10,454,854	10,767,648	11,089,802	11,421,597	11,763,321	12,115,271	12,477,754	
Base Pay		7,647,225	8,029,587	8,270,474	8,518,588	8,774,146	9,037,370	9,308,492	9,587,746	9,875,379	10,171,640	
Regular		9,680,032	10,164,034	10,468,955	10,783,023	11,106,514	11,439,709	11,782,901	12,136,388	12,500,479	12,875,494	
growth rate			5.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	
To CCCERA		-2,032,807	-2,134,447	-2,198,480	-2,264,435	-2,332,368	-2,402,339	-2,474,409	-2,548,641	-2,625,101	-2,703,854	
Overtime		1,432,328	1,503,944	1,549,063	1,595,535	1,643,401	1,692,703	1,743,484	1,795,788	1,849,662	1,905,152	
growth rate			5.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	
Other		314,099	322,737	331,612	340,731	350,101	359,729	369,622	379,786	390,230	400,962	
growth rate			2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	
Benefits	2.75%	2,131,814	2,190,439	2,250,676	2,312,570	2,376,165	2,441,510	2,508,651	2,577,639	2,648,524	2,721,359	
Retirement ***		13,007,319	12,400,727	12,935,025	12,161,859	11,217,440	11,880,950	12,632,532	12,660,341	13,701,215	14,335,007	
CCCERA (total)		7,049,075	7,315,797	7,562,043	7,816,675	8,079,984	8,352,266	8,637,185	8,927,185	9,227,185	9,532,185	
From MOFD		5,016,268	5,181,350	5,363,562	5,552,241	5,747,616	5,949,927	6,158,905	6,378,544	6,604,905	6,837,313	
From Employees		2,032,807	2,134,447	2,198,480	2,264,435	2,332,368	2,402,339	2,474,409	2,548,641	2,625,101	2,703,854	
To Normal Cost		4,004,370	4,204,588	4,330,726	4,460,648	4,594,467	4,732,301	4,874,270	5,020,498	5,171,113	5,326,247	
To UAAL		3,044,705	3,111,209	3,231,317	3,356,028	3,485,517	3,619,965	3,759,914	3,904,887	4,059,860	4,224,833	
POB		3,543,473	3,709,744	3,884,311	4,068,869	4,263,427	4,468,985	4,685,543	4,913,101	5,151,659	5,401,217	
Stabilization Fund		1,100,000	315,321	374,104	1,102,756	1,431,927	1,673,262	1,687,154	1,480,276	1,936,550	2,115,188	
Retiree Health	2.75%	875,000	899,063	923,787	949,191	975,294	1,002,114	1,029,672	1,057,988	1,087,083	1,116,978	
OPEB Fund		439,771	160,803	190,781	562,368	730,235	853,308	860,392	754,891	987,576	1,078,675	
Operations	2.75%	2,574,232	2,645,023	2,717,762	2,792,500	2,869,294	2,948,199	3,029,275	3,112,580	3,198,176	3,286,126	
Capital Expenses		1,234,468	1,084,163	1,087,741	1,091,330	2,094,932	1,698,545	1,702,170	2,905,807	1,809,456	1,713,118	
Net		-577,653	629,523	746,882	2,201,602	2,858,778	3,340,593	3,368,326	2,955,304	3,866,235	4,222,877	
General Fund												
Cash In / (Out)		-577,653	629,523	746,882	2,201,602	2,858,778	3,340,593	3,368,326	2,955,304	3,866,235	4,222,877	
Earnings	0.00%	0	0	0	0	0	0	0	0	0	0	
Balance		7,932,377	7,354,724	7,984,247	8,731,130	10,932,731	13,791,510	17,132,102	20,500,429	23,455,733	27,321,968	31,544,845
% of Total Expenses			26%	28%	30%	38%	47%	57%	66%	71%	82%	91%
Capital Fund												
Cash In / (Out)		1,234,468	1,084,163	1,087,741	1,091,330	2,094,932	1,698,545	1,702,170	2,905,807	1,809,456	1,713,118	
Expenses		3,934,296	980,192	988,442	996,936	2,613,459	1,452,691	1,461,965	2,571,516	1,481,349	1,491,476	
Earnings	0.00%	0	0	0	0	0	0	0	0	0	0	
Balance		9,003,794	6,303,966	6,407,937	6,507,236	6,601,630	6,083,102	6,328,957	6,569,162	6,903,453	7,231,561	7,453,203

ATTACHMENT A

MOFD Revenue and Spending Projection

Base Assumed Rate of Inflation

Fiscal Year Ending June 30	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Revenue	40,229,189	41,759,923	43,350,726	45,003,971	46,722,127	48,507,760	50,363,538	52,292,235	54,296,735	56,380,037
Ad Valorem Tax	36,125,461	37,570,479	39,073,299	40,636,231	42,261,680	43,952,147	45,710,233	47,538,642	49,440,188	51,417,795
Parcel Tax	1,121,341	1,125,042	1,128,754	1,132,479	1,136,217	1,139,966	1,143,728	1,147,502	1,151,289	1,155,088
Fees	1,809,226	1,858,980	1,910,102	1,962,629	2,016,602	2,072,058	2,129,040	2,187,588	2,247,747	2,309,560
Other *	1,173,160	1,205,422	1,238,571	1,272,632	1,307,629	1,343,589	1,380,538	1,418,503	1,457,512	1,497,593
Expenses	37,109,071	35,699,654	35,288,137	36,292,129	35,625,504	35,253,524	34,751,554	34,108,746	33,273,361	34,219,384
Total Employee Compensation	29,215,786	30,509,830	29,999,208	30,901,460	30,861,992	30,386,515	29,778,202	29,026,127	28,078,471	28,909,133
Percent of total expenses	79%	85%	85%	85%	87%	86%	86%	85%	84%	84%
Rate of Growth (annual)	-1.08%	4.43%	-1.67%	3.01%	-0.13%	-1.54%	-2.00%	-2.53%	-3.26%	2.96%
Rate of Growth (average)	2.74%	2.88%	2.52%	2.56%	2.38%	2.13%	1.88%	1.63%	1.37%	1.45%
<i>Salaries * / **</i>	12,851,084	13,235,586	13,631,596	14,039,456	14,459,523	14,892,160	15,337,745	15,796,666	16,269,320	16,756,120
<i>Base Pay</i>	10,476,789	10,791,093	11,114,826	11,448,270	11,791,719	12,145,470	12,509,834	12,885,129	13,271,683	13,669,834
<i>Regular</i>	13,261,758	13,659,611	14,069,400	14,491,482	14,926,226	15,374,013	15,835,233	16,310,290	16,799,599	17,303,587
<i>growth rate</i>	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
<i>To CCCERA</i>	-2,784,969	-2,868,518	-2,954,574	-3,043,211	-3,134,507	-3,228,543	-3,325,399	-3,425,161	-3,527,916	-3,633,753
<i>Overtime</i>	1,962,306	2,021,176	2,081,811	2,144,265	2,208,593	2,274,851	2,343,096	2,413,389	2,485,791	2,560,365
<i>growth rate</i>	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
<i>Other</i>	411,988	423,318	434,959	446,921	459,211	471,839	484,815	498,147	511,846	525,922
<i>growth rate</i>	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%
<i>Benefits</i>	2,796,196	2,873,091	2,952,101	3,033,284	3,116,700	3,202,409	3,290,475	3,380,963	3,473,940	3,569,473
<i>Retirement ***</i>	13,568,506	14,401,152	13,415,511	13,828,719	13,285,770	12,291,946	11,149,982	9,848,499	8,335,211	8,583,540
<i>CCCERA (total)</i>	10,060,992	8,638,370	6,105,897	5,994,737	6,174,580	6,359,817	6,550,611	6,747,130	6,949,544	7,158,030
<i>From MOFD</i>	7,276,023	5,769,851	3,151,323	2,951,526	3,040,072	3,131,274	3,225,212	3,321,969	3,421,628	3,524,277
<i>From Employees</i>	2,784,969	2,868,518	2,954,574	3,043,211	3,134,507	3,228,543	3,325,399	3,425,161	3,527,916	3,633,753
<i>To Normal Cost</i>	5,486,034	5,650,615	5,820,133	5,994,737	6,174,580	6,359,817	6,550,611	6,747,130	6,949,544	7,158,030
<i>To UAAL</i>	4,574,958	2,987,755	285,763							
<i>POB</i>										
<i>Stabilization Fund</i>	1,562,829	3,035,515	4,038,453	4,363,656	3,862,301	3,058,151	2,151,571	1,134,898	694,954	715,803
<i>Retiree Health</i>	1,147,695	1,179,256	1,211,686	1,245,007	1,279,245	1,314,424	1,350,571	1,387,711		
<i>OPEB Fund</i>	796,990	1,548,011	2,059,476	2,225,318	1,969,644	1,559,554	1,097,229	578,760	690,713	709,707
Operations	3,376,494	3,469,348	3,564,755	3,662,785	3,763,512	3,867,009	3,973,351	4,082,619	4,194,891	4,310,250
Capital Expenses	4,516,791	1,720,476	1,724,174	1,727,884	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Net	3,120,118	6,060,269	8,062,589	8,711,843	11,096,624	13,254,237	15,611,985	18,183,489	21,023,374	22,160,653
General Fund										
Cash In / (Out)	3,120,118	6,060,269	8,062,589	8,711,843	11,096,624	13,254,237	15,611,985	18,183,489	21,023,374	22,160,653
Earnings	0	0	0	0	0	0	0	0	0	0
Balance	34,664,963	40,725,232	48,787,821	57,499,663	68,596,287	81,850,523	97,462,508	115,645,998	136,669,372	158,830,025
% of Total Expenses	93%	114%	138%	158%	193%	232%	280%	339%	411%	464%
Capital Fund										
Cash In / (Out)	4,516,791	1,720,476	1,724,174	1,727,884	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Expenses	4,242,268	1,508,113	1,516,803	1,525,752	1,525,752	1,525,752	1,525,752	1,525,752	1,525,752	1,525,752
Earnings	0	0	0	0	0	0	0	0	0	0
Balance	7,727,725	7,940,089	8,147,460	8,349,592	7,823,840	7,298,088	6,772,337	6,246,585	5,720,833	5,195,082

ATTACHMENT A

MOFD Revenue and Spending Projection

Base Assumed Rate of Inflation 2.75%

Fiscal Year Ending June 30	Growth	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Pension Stabilization Fund												
Cash In / (Out)			1,100,000	315,321	374,104	1,102,756	1,431,927	1,673,262	1,687,154	1,480,276	1,936,550	2,115,188
Expenses												
Earnings	6.25%		43,778	115,264	142,176	174,443	254,268	359,655	486,713	622,579	754,008	922,168
Balance		700,449	1,844,227	2,274,812	2,791,092	4,068,291	5,754,486	7,787,404	9,961,271	12,064,126	14,754,685	17,792,040
OPEB Fund												
Cash In / (Out)			439,771	160,803	190,781	562,368	730,235	853,308	860,392	754,891	987,576	1,078,675
Expenses												
Earnings	6.25%		29,558	58,891	72,622	89,085	129,801	183,553	248,357	317,654	384,688	470,454
Balance		472,933	942,262	1,161,957	1,425,360	2,076,813	2,936,849	3,973,709	5,082,458	6,155,003	7,527,266	9,076,395
Allocation of Net to Pension and OPEB funds												
Net before funding		balance 2036	962,118	1,105,647	1,311,767	3,866,725	5,020,940	5,867,163	5,915,872	5,190,472	6,790,362	7,416,739
% of Net to funds	43.06%			43.06%	43.06%	43.06%	43.06%	43.06%	43.06%	43.06%	43.06%	43.06%
Total funding \$		0	476,124	564,885	1,665,124	2,162,162	2,526,570	2,547,546	2,235,167	2,924,126	3,193,863	
Share to Pension \$	66.23%	0	1,100,000	315,321	374,104	1,102,756	1,431,927	1,673,262	1,687,154	1,480,276	1,936,550	2,115,188
Share to OPEB \$	33.77%	0	439,771	160,803	190,781	562,368	730,235	853,308	860,392	754,891	987,576	1,078,675
CCCERA UAAL												
Payment			3,044,705	3,111,209	3,231,317	3,356,028	3,485,517	3,619,965	4,181,044	4,346,687	4,518,893	4,697,920
Interest	7.00%			1,978,195	1,898,884	1,805,614	1,697,085	1,571,895	1,428,530	1,235,854	1,018,096	773,040
Principal				1,133,014	1,332,432	1,550,414	1,788,431	2,048,070	2,752,513	3,110,833	3,500,797	3,924,880
Balance		29,741,775	28,259,934	27,126,920	25,794,488	24,244,074	22,455,643	20,407,573	17,655,060	14,544,227	11,043,430	7,118,550
POB												
Payment			3,543,473	3,709,744	3,884,311	1,730,869						
Interest	5.22%		598,473	444,744	274,311	85,869						
Principal			2,945,000	3,265,000	3,610,000	1,645,000						
Balance		11,465,000	8,520,000	5,255,000	1,645,000	0						
Pension Stabilization Fund UAAL												
Payment	6.25%		1,100,000	315,321	374,104	1,102,756	1,431,927	1,673,262	1,687,154	1,480,276	1,936,550	2,115,188
CCCERA Normal Cost Top Up	10% of Normal Cost		400,437	420,459	433,073	446,065	459,447	473,230	487,427	502,050	517,111	532,625
Interest			841,673	850,555	910,285	970,864	990,499	991,626	978,600	964,780	963,939	935,471
Principal			-142,110	-955,693	-969,254	-314,173	-18,019	208,407	221,127	13,447	455,500	647,092
Balance		13,466,763	13,608,873	14,564,565	15,533,819	15,847,992	15,866,011	15,657,604	15,436,477	15,423,031	14,967,531	14,320,439
OPEB Fund UAAL												
Payment			439,771	160,803	190,781	562,368	730,235	853,308	860,392	754,891	987,576	1,078,675
Cost of Retiree Insurance			875,000	899,063	923,787	949,191	975,294	1,002,114	1,029,672	1,057,988	1,087,083	1,116,978
Normal Cost	2.75%		423,862	435,518	447,495	459,801	472,446	485,438	498,787	512,504	526,598	541,079
Interest	6.25%		958,108	962,308	983,430	1,003,203	1,000,168	985,611	961,587	934,732	911,879	872,118
Principal			-67,199	-337,960	-316,358	48,556	232,915	384,373	429,689	365,644	636,182	782,456
Balance		15,329,724	15,396,923	15,734,883	16,051,241	16,002,685	15,769,770	15,385,397	14,955,708	14,590,064	13,953,882	13,171,427

* Strike team overtime excluded from salaries and netted against strike team revenue

** Salaries excludes employee contribution to CCCERA

*** Retirement cost includes employee contribution to CCCERA and

MOFD payment to CCCERA
 POB P&I
 Payment to Stabilization Fund
 Payment to OPEB Fund
 Retiree medical costs

ATTACHMENT A

MOFD Revenue and Spending Projection

Base Assumed Rate of Inflation

Fiscal Year Ending June 30	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Pension Stabilization Fund										
Cash In / (Out)	1,562,829	3,035,515	4,038,453	4,363,656	3,862,301	3,058,151	2,151,571	1,134,898	694,954	715,803
Expenses										
Earnings	1,112,003	1,279,179	1,548,848	1,898,054	2,289,411	2,673,893	3,032,146	3,356,128	3,636,817	3,907,553
Balance	20,466,872	24,781,567	30,368,868	36,630,578	42,782,291	48,514,335	53,698,052	58,189,078	62,520,849	67,144,206
OPEB Fund										
Cash In / (Out)	796,990	1,548,011	2,059,476	2,225,318	1,969,644	1,559,554	1,097,229	578,760	690,713	709,707
Expenses									1,425,874	1,465,085
Earnings	567,275	652,541	790,076	968,173	1,167,766	1,363,854	1,546,567	1,711,804	1,854,965	1,924,952
Balance	10,440,660	12,641,212	15,490,764	18,684,255	21,821,665	24,745,073	27,388,869	29,679,433	30,799,237	31,968,811
Allocation of Net to Pension and OPEB funds										
Net before funding	5,479,937	10,643,795	14,160,518	15,300,817	16,928,569	17,871,942	18,860,785	19,897,147	22,409,041	23,586,164
% of Net to funds	43.06%	43.06%	43.06%	43.06%	34.5%	25.8%	17.2%	8.6%		
Total funding \$	2,359,819	4,583,526	6,097,929	6,588,975	5,831,945	4,617,705	3,248,800	1,713,657	0	0
Share to Pension \$	1,562,829	3,035,515	4,038,453	4,363,656	3,862,301	3,058,151	2,151,571	1,134,898	0	0
Share to OPEB \$	796,990	1,548,011	2,059,476	2,225,318	1,969,644	1,559,554	1,097,229	578,760	0	0
CCCERA UAAL										
Payment	4,574,958	2,987,755	285,763							
Interest	498,299	212,932	18,695							
Principal	4,076,660	2,774,822	267,068							
Balance	3,041,891	267,068	0							
POB										
Payment										
Interest										
Principal										
Balance										
Pension Stabilization Fund UAAL										
Payment	1,562,829	3,035,515	4,038,453	4,363,656	3,862,301	3,058,151	2,151,571	1,134,898	694,954	715,803
CCCERA Normal Cost Top Up	548,603	565,061	582,013	599,474	617,458	635,982	655,061	674,713	694,954	715,803
Interest	895,027	887,578	788,648	621,911	425,519	249,311	113,507	27,070	0	0
Principal	119,198	1,582,876	2,667,792	3,142,272	2,819,325	2,172,858	1,383,002	433,115	0	0
Balance	14,201,241	12,618,364	9,950,572	6,808,300	3,988,976	1,816,117	433,115	0	0	0
OPEB Fund UAAL										
Payment	796,990	1,548,011	2,059,476	2,225,318	1,969,644	1,559,554	1,097,229	578,760	690,713	709,707
Cost of Retiree Insurance	1,147,695	1,179,256	1,211,686	1,245,007	1,279,245	1,314,424	1,350,571	1,387,711		
Normal Cost	555,959	571,248	586,957	603,099	619,684	636,725	654,235	672,226	690,713	709,707
Interest	823,214	787,870	702,360	578,495	435,449	298,340	177,157	76,132	0	0
Principal	565,512	1,368,150	1,981,844	2,288,732	2,193,756	1,938,914	1,616,407	1,218,113	0	0
Balance	12,605,915	11,237,765	9,255,921	6,967,189	4,773,434	2,834,520	1,218,113	0	0	0

* Strike team overtime excluded from salaries and
 ** Salaries excludes employee contribution to CC
 *** Retirement cost includes employee contribution

Moraga-Orinda Fire Protection District

BOARD OF DIRECTORS SPECIAL BOARD MEETING MINUTES

December 13, 2018



1. Opening Ceremonies

The Board of Directors convened in Open Session at 9:34 A.M. on December 13, 2018 at the Sarge Littlehale Room, 22 Orinda Way, Orinda, California. President Danziger called the meeting to order. Present were the following Directors and Staff:

Director Baitx
Director Donner
President Danziger

Director Jex
Director Jorgens

Jeff Sloan, District Counsel
Gloriann Sasser, Admin Services Director

2. Public Comment

Dan DeBusschere, Orinda resident, commented on an imminent threat on the District's future revenue stream. MTC wants to get into the housing business using the CASA Compact for affordable housing. The funding is gaining a steam rolling effect. Fund CASA Compact by appropriating incremental revenue growth. CASA Compact will take 45% of the incremental revenue growth. It is open season in the State legislature. The City of Orinda cannot balance its budget if this passes. A vote will be held on 12/19/2018. See his written handout.

3. Closed Session

At 9:41 A.M., the Board adjourned into Closed Session.

Director Jex left the meeting at 10:30 A.M.

4. Reconvene the Meeting

President Danziger reconvened the regular business meeting of the Moraga-Orinda Fire District Board of Directors at 12:42 P.M. Present were the following Directors and Staff:

Director Baitx
Director Donner

President Danziger
Director Jorgens

Jeff Sloan, District Counsel
Gloriann Sasser, Admin Services Director

5. Report of Closed Session Action

There was no reportable action taken in Closed Session.

6. Public Comment

There was no comment from the public.

7. Adjournment

At 12:43 P.M., President Danziger called for adjournment of the special meeting.

A handwritten signature in blue ink, appearing to read "Grace Santos".

Grace Santos, District Secretary/Clerk

For an audio recording of this and other Board meetings, please visit the MOFD District Board Meeting webpage <http://www.mofd.org/board/meetings>

Attachment A

CASA Compact Notes - Dan DeBusschere - 12/12/2018 - MOFD Special Session

In June of 2017, 18 months ago, MTC hand picked and put together a roster of representatives from 53 organizations dominated by the real estate industry to form CASA, a 'Committee to House the Bay Area'. The CASA member list consists of large market rate and affordable housing builders, California apartment association, building industry associations, pro-growth affordable housing advocates, think tank SPUR, and BART. Members were hand selected by MTC and are grouped as follows. Here is the complete list:

<https://mtc.ca.gov/our-work/plans-projects/casa-committee-house-bay-area/casa-membership-roster>

12 local officials, 1/2 of which represent the 3 largest Bay Area cities

2 environmental groups - Greenbelt Alliance and TransForm

Big tech & Big pharma - Google, Facebook, Genetech

Big philanthropy - SF Foundation and Chan-Zuckerberg Initiative

3 equity advocates - PICO, Urban Habitat, and Working Partnership USA

3 organized labor - Alameda County Building Council, Carpenters Union of No. California, SEIU - hospital workers union

1 tenant advocate - Tenants Together

CASA created the CASA Compact under the guise of 'housing crisis' and establishing three (P) goals - (1) Production of housing (60% of funding), (2) Preservation of affordable housing (20% of funding) with a 10% local incentive for hiring additional building inspectors, and (3) Protection of tenant rights (up to 10% of funding).

Element #9: Funding the CASA Compact

Cost is estimated at \$2.5B/year over 15 years - \$1B from unspecified federal and state sources and \$1.5B from local 'self-help measures' such as:

\$500M bond obligations and 1/4% regional sales tax

\$250M from property owners, taxes on vacant housing, and parcel tax

\$400M governments 9 county revenue sharing from future property tax growth, redevelopment revenue set aside and public land sale set aside

Moraga-Orinda Fire Protection District

BOARD OF DIRECTORS REGULAR BOARD MEETING MINUTES

December 19, 2018



1. Opening Ceremonies

The Board of Directors convened in Open Session at 6:35 P.M. on December 19, 2018 at the Hacienda Mosaic Room, 2100 Donald Drive, Moraga, California. Director Jorgens was absent. President Danziger called the meeting to order. Present were the following Directors and Staff:

Director Baitx	President Danziger	
Director Donner	Dave Winnacker, Fire Chief	Grace Santos, District Clerk
Director Jex	Jonathan Holtzman, District Counsel	

2. Public Comment

There was no comment from the public.

3. Regular Agenda

3.1 Proclamation Honoring Retiring MOFD Directors Anderson, Barber and Famulener

Chief Winnacker read a proclamation passed by unanimous vote of the Contra Costa County Board of Supervisors on December 4, 2018, honoring and thanking retiring Director Kathleen Famulener for her dedicated and outstanding service to Contra Costa County.

Kymerleigh Korpus, Moraga Town Council, read a certificate of appreciation that she presented to retiring Director Kathleen Famulener in recognition for her five years of service on the MOFD Board.

Dennis Fay, Orinda City Council, read a certificate of recognition that he presented to former Director Kathleen Famulener for her years of service on the MOFD Board.

Chief Winnacker read a proclamation passed by unanimous vote of the Contra Costa County Board of Supervisors on December 4, 2018, honoring and thanking retiring Director Brad Barber for his dedicated and outstanding service to Contra Costa County.

Councilmember Kymerleigh Korpus, on behalf of the Moraga Town Council, expressed their appreciation for the contributions of retiring Director Barber and presented him with a certificate of appreciation that commended him for his commitment and support of providing high service levels.

Councilmember Dennis Fay, Orinda City Council, presented retiring Director Brad Barber with a certificate of recognition and deep appreciation for four years of exceptional service to the Orinda community and Board member of the MOFD.

President Danziger announced that he has proclamations from the MOFD Board for retiring Directors Anderson and Famulener, honoring them for their dedicated service to the community and their years of service to the District.

President Danziger presented retired Director Barber with a proclamation from the MOFD Board honoring his dedicated service to the community and the Moraga-Orinda Fire District.

Retired Director Barber thanked the Board, the District, Chief Winnacker and the community and stated that it has been an honor and privilege to serve. He thanked the new MOFD Board and wished them good luck.

Chief Winnacker read a proclamation passed by unanimous vote of the Contra Costa County Board of Supervisors on December 4, 2018, honoring and thanking retiring Director Anderson for his dedicated and outstanding service to Contra Cost County.

Kymerleigh Korpus, Moraga Town Council, read a certificate of appreciation for retiring Director Stephen Anderson in recognition for his years of service on the MOFD Board.

Dennis Fay, Orinda City Council, read a certificate of recognition that he presented to Director Stephen Anderson for his six years of service on the MOFD Board.

Anthony Stephens, Vice President of Local 1230, thanked retiring Directors Anderson, Barber and Famulener for their years of dedicated service to the community and the District. They look forward to and value the relationship they had while they worked as Directors and continue to have the relationship going forward.

3.2 Swearing-In Ceremony for Newly Elected MOFD Directors Baitx, Danziger and Donner

Chief Winnacker stated that the Honorable John Kennedy will swear in the new Directors and announced that the District received correspondence from the House of Representatives, which he will present to the Directors.

At 6:51 P.M., President Danziger announced that the Board would adjourn and reconvene the meeting after Judge Kennedy arrives.

At 7:00 P.M., the Honorable John W. Kennedy swore-in newly elected MOFD Directors Gregory Baitx, Steven Danziger and Michael Donner.

4. Adjournment

At 7:10 P.M., President Danziger called for adjournment of the regular meeting.



Grace Santos, District Secretary/Clerk

MOFD Response Time Summary by Incident Type (grouped) for All Code 2 and Code 3 Responses.

Will only show Incident Types that are applicable. EMS/Rescue - Structure Fires (actual type is in structure) - Vegetation Fires - Other Types Grouped (Alarms/Hazards/Pub Svc/Etc) Data Based On Completed RMS Incident Report Data entered by Company Officer - Not based on Raw CAD Data...

	January, 2019				<i>Totals</i>
	All Others (Alarms / Pub Service / Etc.)	EMS / Rescue	Veg Fires	Vehicle Accidents	
Incident Totals	110	165	1	23	299
Median Turnout	1.28	1.20	1.75	1.35	1.25
Median Resp Time	6.45	5.50	34.35	7.93	6.07
Resp Time (90th%)	10.68	10.18	34.35	13.20	10.78

Code 3 Response Time Summary by City and Incident Type. Times shown are based on the First Responding Units Arrival at Scene of Emergency.

		January, 2019			
		Incident Totals	Median Turnout	Median Resp Time	Resp Time (90th%)
Orinda	EMS / Rescue	87	1.27	5.27	8.55
	All Other Types	19	1.27	6.42	10.00
	Totals for City	106	1.27	5.48	9.42
Moraga	EMS / Rescue	56	1.05	4.34	6.63
	All Other Types	9	1.30	4.78	6.14
	Totals for City	65	1.07	4.35	6.63
Lafayette	EMS / Rescue	7	1.52	8.85	12.39
	All Other Types	1	0.77	10.47	10.47
	Totals for City	8	1.52	9.05	12.25
Canyon	EMS / Rescue	2	1.28	5.05	8.85
	Totals for City	2	1.28	5.05	8.85
Overall Total		181	1.22	5.08	8.72

Response Totals By Incident Type

	Feb 18	Mar 18	Apr 18	May 18	Jun 18	Jul 18	Aug 18	Sep 18	Oct 18	Nov 18	Dec 18	Jan 19	Total
All Others (Alarms / Pub Service / Etc.)	88	103	80	95	113	111	106	97	105	124	98	110	1,230
EMS / Rescue	163	191	172	185	155	159	179	173	207	164	182	165	2,095
Structure Fires	1		1	1	5	2	2	2	2	2	2		20
Veg Fires	1		1	4	9	3	2	3	2	1		1	27
Vehicle Accidents	15	27	24	19	13	15	16	11	24	18	20	23	225
Grand Total	268	321	278	304	295	290	305	286	340	309	302	299	3,597

Incident Types

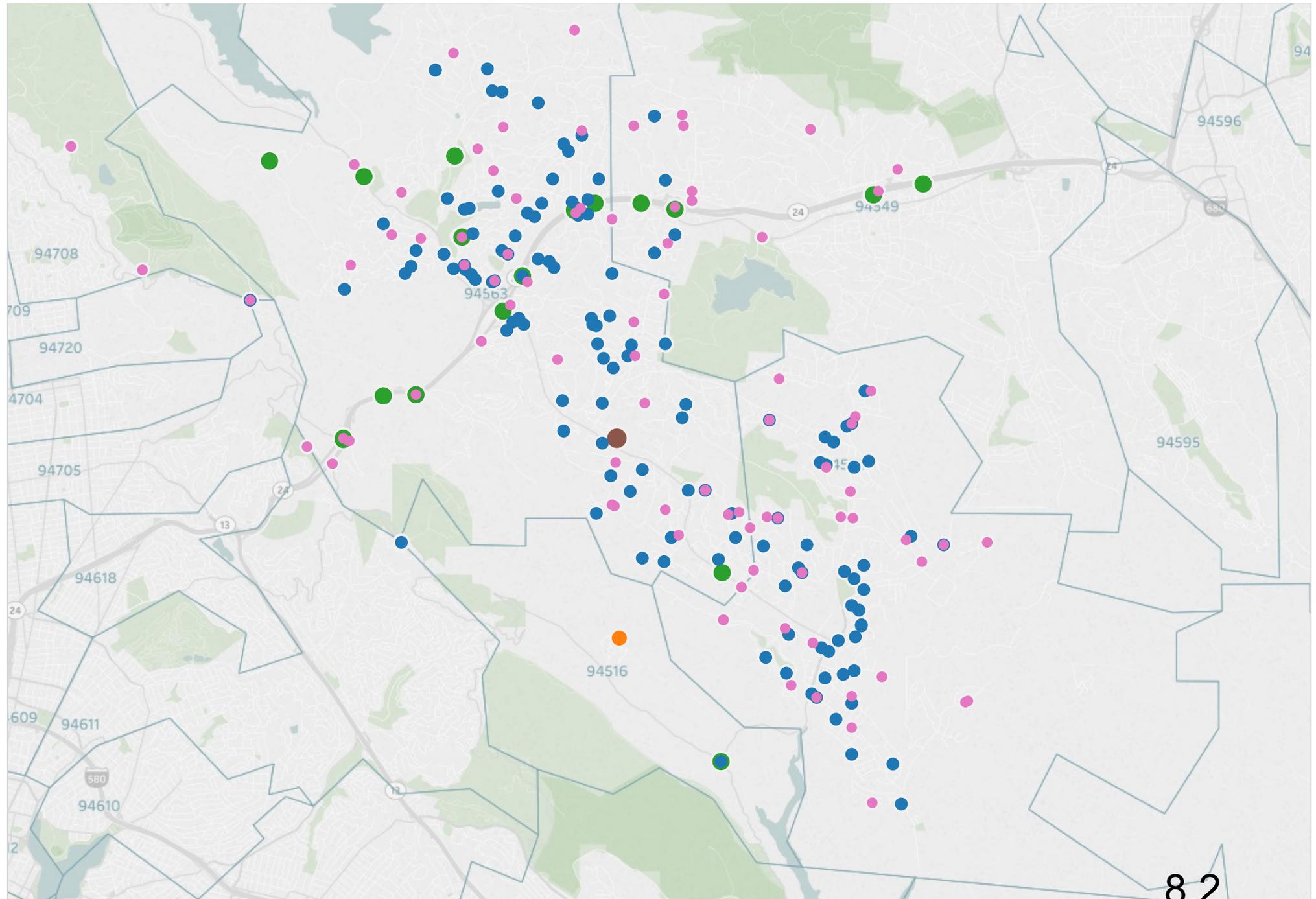
■ All Others (Alarms / Pub Service .. ■ EMS / Rescue

■ Veg Fires

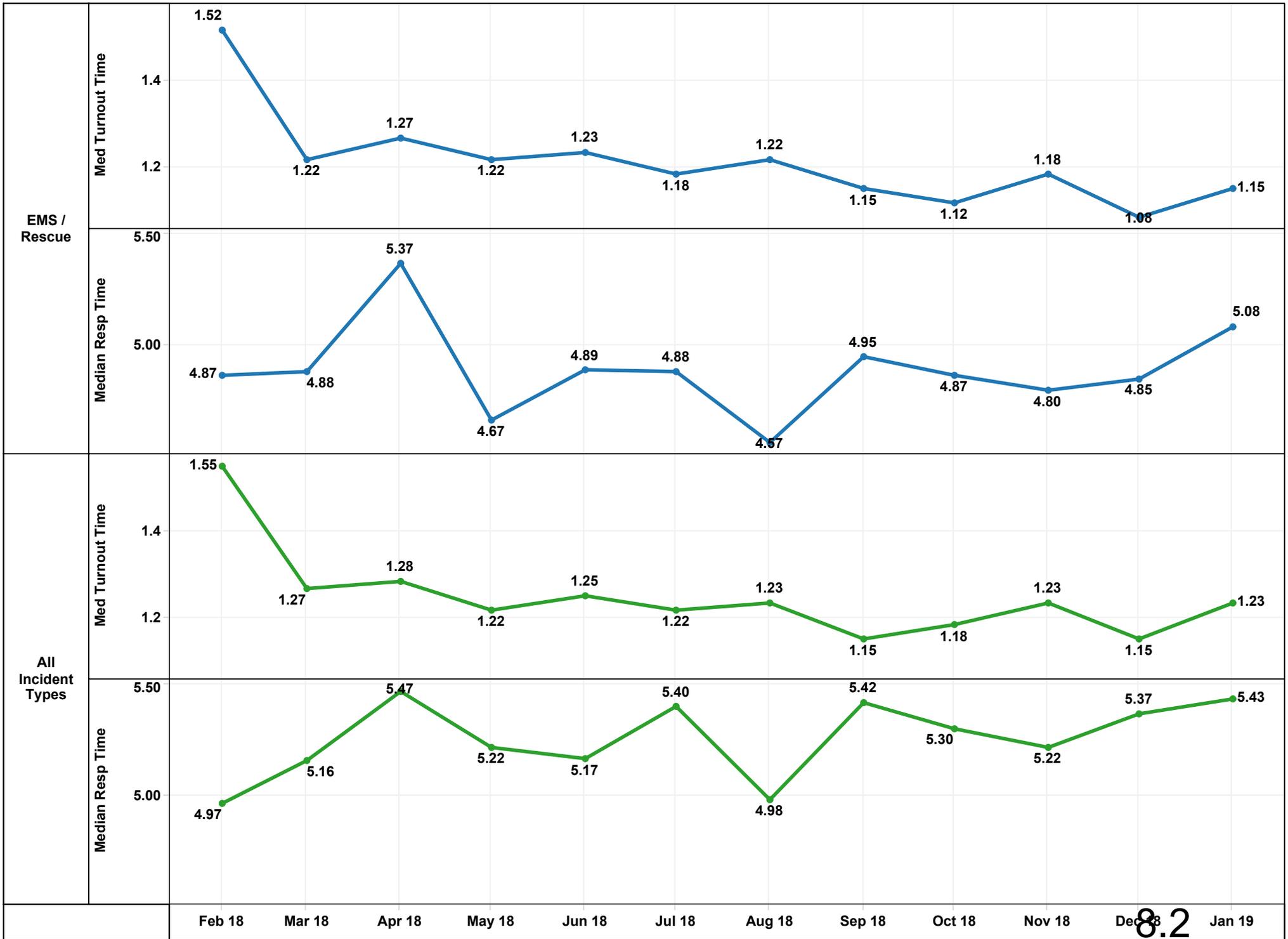
■ Vehicle Accidents

■ Technical Rescues

Incident Location Map for MOFD January 2019



Run Chart for MOFD EMS / Rescue and All Incident Types for the last full 12 months. Median Turnout and Response Times By Month for First At Scene Units



8.2

Moraga-Orinda Fire District
 Check/Voucher Register - Check Register
 From 12/1/2018 Through 12/31/2018

Check Number	Check Date	Name	Check Amount	Transaction Description
26660	12/3/2018	ADP, Inc.	334.41	ADP Payroll Fees ending 11/15/18
26661	12/3/2018	ADT Security Services	69.27	Services 12/9/18-01/08/19- Station 45
26662	12/3/2018	Air Exchange Inc.	6,280.11	Plymovent modification for gasoline ambulance & f engines
26663	12/3/2018	A T and T Mobility	1,245.82	Phone Acct #287016079073 10/16/18-11/15/18
26664	12/3/2018	Bauer Compressors	177.01	SCBA compressor repair parts for Station 42
26665	12/3/2018	Biomedical Waste Disposal	79.00	November 2018 Medical Waste A/C #0349
	12/3/2018	Biomedical Waste Disposal	79.00	November 2018 Medical Waste A/C #0350
26666	12/3/2018	Contra Costa Appl & Kit Center	120.00	Refrigerator repair
26667	12/3/2018	Contra Costa County	534.43	Refund overpayment-incident 4/8/18- Re: 8397374
	12/3/2018	Contra Costa County	534.43	Refund overpayment-incident 7/23/18- Re: 853355
	12/3/2018	Contra Costa County	534.43	Refund overpayment-incident 7/24/18- Re: 853355
26668	12/3/2018	Comcast	88.47	8155 40 005 0208428 Station 41-11/29/18-12/28/18
	12/3/2018	Comcast	88.47	8155 40 005 0208436 Station 42-11/24/18-12/23/18
	12/3/2018	Comcast	88.38	8155 40 006 0190996 Station 45-11/23/18-12/22/18
26669	12/3/2018	Sarah Dailley	124.18	Refund AARP overpayment incident 8/4/18-Claim 82432-629959-1
26670	12/3/2018	D R Thompson Construction	325.00	Sheet rock repair-Medical supply room
26671	12/3/2018	Jian Eddinger	11.03	Reimb. Fedex drawings copies
26672	12/3/2018	Entenmann-Rovin Co.	201.41	Battalion Chief badges
26673	12/3/2018	Uriel Garcia	832.50	GIS Services 10/29/18 thru 11/26/18
26674	12/3/2018	Have Air Will Travel, Inc.	140.00	Flat tire repair on site
26675	12/3/2018	HomeTeam Pest Defense, LLC	150.00	Pest Control A/C #1133175 Inv. 59498670
26676	12/3/2018	Hunt & Sons, Inc.	2,065.04	Fuel A/C #72371
	12/3/2018	Hunt & Sons, Inc.	2,095.30	Fuel A/C #72372
	12/3/2018	Hunt & Sons, Inc.	1,029.53	Fuel A/C #72373
	12/3/2018	Hunt & Sons, Inc.	903.30	Fuel A/C #72375
26677	12/3/2018	LeapFrog Plumbing	189.00	Clogged floor drain
26678	12/3/2018	L.N. Curtis & Sons	294.89	SCBA compressor repair
26679	12/3/2018	Marlene Marcus	20.00	Refund overpayment- Incident 5/10/18-Ck. #2860
26680	12/3/2018	Moraga Hardware & Lumber	10.91	8x10 tarp
26681	12/3/2018	National Construction Rentals	34.26	Overhead meter pole-0001 monthly rental- 11/14/18-12/11/18
26682	12/3/2018	Paymentus Group, Inc.	176.29	Credit card fees-October 2018
26683	12/3/2018	Pacific Gas & Electric	398.93	10/18/18-11/16/18 Station 43
26684	12/3/2018	Christine Russell	246.75	Reimb. mileage and meals-CalPelra Conference 12/4/18-12/7/18
26685	12/3/2018	Shah Kawasaki Architects	6,077.28	Services 10/01/18 to 10/31/18
26686	12/3/2018	State Line Fire & Safety, Inc.	795.00	Auto Extrication iOS application-3 licenses
26687	12/3/2018	William Svozil	271.77	Reimb. uniform
26688	12/3/2018	United Healthcare	1,578.58	Refund overpaymentincident 2/25/18- Re:A943429
26689	12/3/2018	United Site Services	2,121.09	Service 11/01/18-11/30/18
26690	12/3/2018	U.S. Healthworks Medical Gro...	40.00	DMV exam-Lambert
26691	12/3/2018	Wittman Enterprises, LLC	5,870.65	October 2018
26692	12/6/2018	AFSCME Council 57	185.30	Period Ending 11/30/18
26693	12/6/2018	American Messaging	25.27	Paging Service December 2018
26694	12/6/2018	Bandwidth.com, Inc.	425.56	Service 12/1/18-12/31/18
26695	12/6/2018	Bound Tree Medical, LLC	0.08	H Meter
	12/6/2018	Bound Tree Medical, LLC	123.54	Misc supplies
26696	12/6/2018	Definitive Networks, Inc.	19,366.00	Service coverage for November 2018
26697	12/6/2018	Dell Financial Services	570.70	Rental & Admin Fee 11/13/18-12/12/18 A/C #001-8402535-008
26698	12/6/2018	Far Western Trophy & Award	117.45	5 2x8 engraved plates
26699	12/6/2018	Fire-End and Croker Corp	2,174.96	4 EMS coats
	12/6/2018	Fire-End and Croker Corp	333.21	Structure helmet
26700	12/6/2018	Government Finance Officer's...	435.00	CAFR submission for 2017-2018
26701	12/6/2018	IAFF Local 1230 Dues	7,136.26	Period Ending 11/30/18

Moraga-Orinda Fire District
Check/Voucher Register - Check Register
From 12/1/2018 Through 12/31/2018

Check Number	Check Date	Name	Check Amount	Transaction Description
26702	12/6/2018	IAFF Local 1230 Insurance	1,550.61	Period Ending 11/30/18
26703	12/6/2018	LeapFrog Plumbing	2,955.00	Water tank replacement
26704	12/6/2018	L.N. Curtis & Sons	483.94	5 Flash hoods
	12/6/2018	L.N. Curtis & Sons	1,249.82	Hose for new Pierce engines
	12/6/2018	L.N. Curtis & Sons	42.40	Jumbo earlap
	12/6/2018	L.N. Curtis & Sons	2,596.95	Structure coat and pants-Goodyear
	12/6/2018	L.N. Curtis & Sons	2,596.95	Structure coat and pants-Himsl
26705	12/6/2018	National Construction Rentals	34.26	Overhead meter pole-0002 monthly rental-11/27/18-12/24/18
26706	12/6/2018	Brad Nygard	304.98	Reimb. S-290 class-B. Nygard
26707	12/6/2018	Staples Advantage	793.18	Misc. supplies
26708	12/6/2018	Terracon Consultants, Inc	1,130.00	Services through 11/24/18
26709	12/6/2018	Verizon Wireless	640.50	Account 623714059-00001 Service 10/24/18-11/23
	12/6/2018	Verizon Wireless	303.57	Account 623714059-00003 Service 10/24/18-11/23
	12/6/2018	Verizon Wireless	105.84	Account 623714059-00004 Service 10/24/18-11/23
26710	12/6/2018	Mark Watson	1,140.00	CPR instruction-BLS classes
26711	12/13/2018	ADP, Inc.	379.85	ADP Payroll Fees ending 11/30/18
26712	12/13/2018	Airgas USA, LLC	410.55	Tank Rental-Station 41- #2118770 -November 201
	12/13/2018	Airgas USA, LLC	44.55	Tank Rental-Station 44- #2902766 -November 201
	12/13/2018	Airgas USA, LLC	301.85	Tank Rental-Station 45- #2867225 -November 201
26713	12/13/2018	Alameda County Fire Depart...	16,943.23	Misc. repairs
26714	12/13/2018	ALSCO - American Linen Divi...	518.82	November 2018 linen
26715	12/13/2018	American Fidelity	2,034.51	Period Ending 11/30/2018
	12/13/2018	American Fidelity	1,118.20	Supplemental deductions-Period Ending 11/30/18
26716	12/13/2018	A T and T	152.28	Acct# 9391053307 11/01/18-11/30/18 Emergency landlines
26717	12/13/2018	Wesley Ayers	147.87	Reimb. for firefighter meals at 524 Moraga Way fire
26718	12/13/2018	Bound Tree Medical, LLC	131.53	Antimicrobial hand wipes
	12/13/2018	Bound Tree Medical, LLC	5,027.33	Misc supplies
	12/13/2018	Bound Tree Medical, LLC	(120.00)	Q3 Naloxone rebate
26719	12/13/2018	California Bank of Commerce	39,775.96	Sausal Corporation Account #1079128 MOFD-Stat 43
26720	12/13/2018	Cordico Psychological Corpor...	1,600.00	Pre-employment exam
26721	12/13/2018	CPR Training Center	2,700.00	18 ACLS renewals 12/4/18 and 12/5/18
26722	12/13/2018	Dell Financial Services	302.46	Rental & Admin Fee 01/01/19-01/31/19 A/C #001-8402535-009
26723	12/13/2018	Department of Justice	130.00	Fingerprinting
26724	12/13/2018	EBMUD	279.16	Water 10/03/18-12/04/18 3/4" meter
	12/13/2018	EBMUD	499.84	Water 10/03/18-12/04/18 6" meter
26725	12/13/2018	Fire-End and Croker Corp	70.91	Name patch-Larson
26726	12/13/2018	Have Air Will Travel, Inc.	134.00	Tire repair-E43
26727	12/13/2018	Hunt & Sons, Inc.	1,574.23	Fuel A/C #72371
	12/13/2018	Hunt & Sons, Inc.	676.79	Fuel A/C #72372
	12/13/2018	Hunt & Sons, Inc.	645.89	Fuel A/C #72373
	12/13/2018	Hunt & Sons, Inc.	1,114.07	Fuel A/C #72375
26728	12/13/2018	L.N. Curtis & Sons	214.24	2 Adapters
	12/13/2018	L.N. Curtis & Sons	97.88	4.5NHT barrel strainer
	12/13/2018	L.N. Curtis & Sons	772.13	Hose
26729	12/13/2018	Michael Ross Investigations	6,128.22	Background investigations
26730	12/13/2018	Moraga Hardware & Lumber	9.81	Anti-skid pad
26731	12/13/2018	Office Depot	108.43	Copy paper, binders and dividers, pens and restroc supplies
	12/13/2018	Office Depot	89.74	Copy paper, pens and keyboard wrist rest
	12/13/2018	Office Depot	13.09	Restroom supplies
26732	12/13/2018	Paymentus Group, Inc.	77.99	Credit card fees-November 2018
26733	12/13/2018	Pacific Gas & Electric	829.22	11/02/18-12/03/18 Station 44
	12/13/2018	Pacific Gas & Electric	1,164.24	11/02/18-12/03/18 Station 45- Electric

Moraga-Orinda Fire District
 Check/Voucher Register - Check Register
 From 12/1/2018 Through 12/31/2018

Check Number	Check Date	Name	Check Amount	Transaction Description
	12/13/2018	Pacific Gas & Electric	631.70	11/06/18-12/05/18 Station 42- Gas
26734	12/13/2018	PLIC	83.25	December 2018
26735	12/13/2018	Republic Services	485.72	December 2018 Trash A/C#302100093245
	12/13/2018	Republic Services	93.09	December 2018 Trash A/C#302100094052
	12/13/2018	Republic Services	465.77	December 2018 Trash A/C#302100095331
	12/13/2018	Republic Services	93.09	December 2018 Trash A/C#302100108522
26736	12/13/2018	Sausal Corporation	357,983.64	Station 43 construction thru 10/31/18
26737	12/13/2018	Thomas Schwedhelm	77.06	Reimb. mileage RS1 class 11/26/18-11/30/18
	12/13/2018	Thomas Schwedhelm	300.00	Rescue Systems 1 class 11/26/18-11/30/18
26738	12/13/2018	Smart Clean Building Mainten...	245.00	December 2018 cleaning service
26739	12/13/2018	Staples Advantage	348.04	Misc. supplies
26740	12/20/2018	A T and T	363.31	Acct# 9391035207 11/12/18-12/11/18
26741	12/20/2018	Bay Alarm Company	167.76	St.#42 Qtrly monitoring-A/C #3654324 01/01/19-04/01/19
	12/20/2018	Bay Alarm Company	167.76	St.#44 Qtrly monitoring-A/C #3645624 01/01/19-04/01/19
26742	12/20/2018	Biomedical Waste Disposal	79.00	December 2018 Medical Waste A/C #0349
	12/20/2018	Biomedical Waste Disposal	117.87	December 2018 Medical Waste A/C #0350
26743	12/20/2018	The Blackrock Group	2,400.00	Background investigations
26744	12/20/2018	California Bank of Commerce	37,622.91	Sausal Corporation Account #1079128 MOFD-Stat 43
26745	12/20/2018	Comcast	88.38	8155 40 006 0191002 Station 44-12/14/18-01/13/19
	12/20/2018	Comcast	88.38	8155 40 006 0191028 Station 43-12/14/18-01/13/19
26746	12/20/2018	CPR Training Center	1,415.00	ACLS recertification training
26747	12/20/2018	Department of Consumer Affa...	120.00	CPA license renewal-2019
26748	12/20/2018	EBMUD	340.60	Water 10/12/18-12/12/18
26749	12/20/2018	East Bay Regional Communic...	0.00	Operating fee-\$25 x 12 mo x 88 radios & 3 new rac fees
26750	12/20/2018	Far Western Trophy & Award	257.29	3 plaques
26751	12/20/2018	Kathy Leonard	677.17	Reimb. for 4/2/18-4/5/18 EBIMT training
26752	12/20/2018	L.N. Curtis & Sons	1,298.48	6 EMS helmets
	12/20/2018	L.N. Curtis & Sons	418.69	Structure boots
26753	12/20/2018	Moraga Hardware & Lumber	9.82	Desk lightbulbs-Admin.
	12/20/2018	Moraga Hardware & Lumber	81.77	Paint supplies for hydrants
26754	12/20/2018	NBS	6,470.00	11/30/18-GEMT filing
26755	12/20/2018	Peter Norton	1,215.00	Services through 11/30/18-Fire sensor project
26756	12/20/2018	Pacific Gas & Electric	932.91	11/05/18-12/04/18- Station 41
	12/20/2018	Pacific Gas & Electric	803.44	11/05/18-12/04/18- Station 42 Electric
	12/20/2018	Pacific Gas & Electric	315.02	11/06/18-12/05/18 Admin
	12/20/2018	Pacific Gas & Electric	500.85	11/16/18-12/14/18 Station 45 Gas
26757	12/20/2018	PODS Enterprises, LLC	216.61	Container rental 12/12/18-01/11/19
26758	12/20/2018	Premier Security Solutions	465.00	Repair to front Admin door locking system
26759	12/20/2018	Reinholdt Engineering Constr...	415.39	Fuel pump hose repair-Station 41
	12/20/2018	Reinholdt Engineering Constr...	522.46	Fuel pump hose repair-Station 42
	12/20/2018	Reinholdt Engineering Constr...	522.46	Fuel pump hose repair-Station 44
	12/20/2018	Reinholdt Engineering Constr...	400.00	Fuel tank testing-Station 45
26760	12/20/2018	Renne Public Law Group, LLP	7,846.93	Services thru 11/30/18
26761	12/20/2018	Claudia Samson	53.28	Shoes and kitchen supplies
26762	12/20/2018	Gloriann Sasser	86.13	Reimb. mileage 9/19/18-12/13/18
26763	12/20/2018	Sausal Corporation	0.00	Station 43 construction thru 12/07/18
26764	12/20/2018	Shah Kawasaki Architects	6,741.78	Services 11/01/18 to 12/31/18
26765	12/20/2018	Sloan Sakai Yeung & Wong L...	695.00	AFSCME Negotiations-November 2018
	12/20/2018	Sloan Sakai Yeung & Wong L...	683.00	BC Negotiations-November 2018
	12/20/2018	Sloan Sakai Yeung & Wong L...	105.00	General Negotiations-November 2018
	12/20/2018	Sloan Sakai Yeung & Wong L...	567.65	IAFF Negotiations-November 2018
	12/20/2018	Sloan Sakai Yeung & Wong L...	57.00	Matter 3082/009
26766	12/20/2018	TIAA Commercial Finance, Inc.	223.34	Copier Rental December 2018 A/C #20317889-1

Moraga-Orinda Fire District
 Check/Voucher Register - Check Register
 From 12/1/2018 Through 12/31/2018

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Amount</u>	<u>Transaction Description</u>
26767	12/20/2018	United Site Services	2,121.09	Service 12/01/18-12/31/18
26768	12/20/2018	U.S. Healthworks Medical Gro...	152.00	2 DMV exams
26769	12/20/2018	Verizon Wireless	56.18	12-lead modem wireless 11/11/18-12/10/18
26770	12/20/2018	David Winnacker	160.00	Reimb. EBIMT training meals 2/28/18-3/2/18
26771	12/20/2018	Wittman Enterprises, LLC	7,779.96	November 2018
26772	12/20/2018	Zoll Data Systems	4,750.00	Maint FireRMS Enterprise & Telestaff interface 1/1/-12/31/19
26773	12/20/2018	East Bay Regional Communic...	34,368.00	Operating fee-\$25 x 12 mo x 88 radios & 3 new rac fees
26774	12/20/2018	Sausal Corporation	338,606.20	Station 43 construction thru 12/07/18
CC-1218	12/7/2018	CCCERA Retirement	170,819.38	CCCERA retirement payment-December 2018 contributions
CF122418	12/19/2018	J. P. Morgan Equipment Finan...	44,609.16	Ambulance lease ACH payment- Inv. 1000140303S20181224
CP055	12/11/2018	Calif. Public Employees'	170,825.70	CalPers Health Ins
CU-1218	12/7/2018	1st NorCal Federal Credit Union	1,720.20	Period Ending 11/30/18
DD055	12/7/2018	Delta Dental Plan of Calif.	16,101.80	Delta Dental ACH payment
PFA 1218	12/7/2018	Moraga-Orinda Professional F...	1,501.00	Period ending 11/30/18
Stmt 10/22/18	12/1/2018	U.S. Bank	14,794.23	A/C #4246-0445-5564-6748 10/22/18
Report Total			1,413,899.82	

Moraga-Orinda Fire District
 Check/Voucher Register - Check Register
 From 1/1/2019 Through 1/31/2019

Check Number	Check Date	Name	Check Amount	Transaction Description
26775	1/4/2019	ADP, Inc.	979.17	HR/Benefit Workforce processing&Payroll fees enc 12/15/18
26776	1/4/2019	ADT Security Services	42.52	Services 01/04/19-02/03/19- Admin bldg. camera
	1/4/2019	ADT Security Services	69.27	Services 01/09/19-02/08/19- Station 45
	1/4/2019	ADT Security Services	42.99	Services 01/4/19-02/03/19- Admin bldg. burglar sy:
26777	1/4/2019	A T and T Mobility	1,249.75	Phone Acct #287016079073 11/16/18-12/15/18
26778	1/4/2019	Bandwidth.com, Inc.	425.56	Service 01/01/19-01/31/19
26779	1/4/2019	Bound Tree Medical, LLC	2,681.82	Misc supplies
26780	1/4/2019	Contra Costa Appliance Service	254.61	Oven repair
26781	1/4/2019	Comcast	88.47	8155 40 005 0208428 Station 41-12/29/18-01/28/1:
	1/4/2019	Comcast	88.47	8155 40 005 0208436 Station 42-12/24/18-01/23/1:
	1/4/2019	Comcast	88.38	8155 40 006 0190996 Station 45-12/23/18-01/22/1:
26782	1/4/2019	Concord Garden Equipment	21.97	Chainsaw filler caps
	1/4/2019	Concord Garden Equipment	153.21	E345 chainsaw parts
26783	1/4/2019	Consolidated CM	29,579.00	Management services 10/20/18-11/23/18
	1/4/2019	Consolidated CM	307.55	Reimbursables expenses 10/20/18-11/30/18
26784	1/4/2019	Cordico Psychological Corpor...	400.00	Pre-employment exam
26785	1/4/2019	Entenmann-Rovin Co.	77.33	Firefighter badge
26786	1/4/2019	Have Air Will Travel, Inc.	344.00	Service call-Station 45-Ambulance 45
26787	1/4/2019	Katy Himsl	28.50	BLS class-Himsl
26788	1/4/2019	Hunt & Sons, Inc.	1,533.22	Fuel A/C #72371
	1/4/2019	Hunt & Sons, Inc.	1,265.29	Fuel A/C #72372
	1/4/2019	Hunt & Sons, Inc.	512.07	Fuel A/C #72373
	1/4/2019	Hunt & Sons, Inc.	834.44	Fuel A/C #72375
26789	1/4/2019	Andy Kalenian	214.50	Per diem Rescue Systems 1 class 11/26/18-11/30/
	1/4/2019	Andy Kalenian	596.20	Reimb. hotel 11/26/18-11/30/18 Rescue Systems 1 class
	1/4/2019	Andy Kalenian	33.79	Reimb. mileage-Rescue Systems 1 class 11/26/18-11/30/18
	1/4/2019	Andy Kalenian	300.00	Rescue Systems 1 class-Kalenian
26790	1/4/2019	Mallory Safety & Supply, LLC	145.17	6 SCBA flow tests and repairs
26791	1/4/2019	McKim Co.	3,035.00	Grading trails 41-15, 41-14 and 42-9
26792	1/4/2019	National Construction Rentals	901.68	Fencing annual rental- 12/09/18-12/09/19
	1/4/2019	National Construction Rentals	34.26	Overhead meter pole-0001 monthly rental- 12/12/18-01/08/19
	1/4/2019	National Construction Rentals	34.26	Overhead meter pole-0002 monthly rental- 12/25/18-01/21/19
26793	1/4/2019	Pacific Gas & Electric	424.45	11/17/18-12/17/18 Station 43
26794	1/4/2019	PLIC	99.90	January 2019
26795	1/4/2019	Safe-T-Tank Corp.	3,905.27	500 gallon diesel fuel storage tank replacement
26796	1/4/2019	Grace Santos	93.53	Reimb BART parking, trips,meals-Conference 12/12/18-12/14/18
26797	1/4/2019	Thomas Schwedhelm	214.50	Per diem for mandatory Rescue Systems 1 class-Schwedhelm
26798	1/4/2019	Terracon Consultants, Inc	2,501.00	Services 10/3/18-10/12/18
	1/4/2019	Terracon Consultants, Inc	2,687.00	Services 8/13/18-8/16/18
26799	1/4/2019	Vavrinek, Trine Day & Co., LLP	3,340.00	Final payment-2018 audit
26800	1/17/2019	ADP, Inc.	391.21	ADP Payroll Fees ending 12/31/18
26801	1/17/2019	AFSCME Council 57	185.30	Period Ending 12/31/18
26802	1/17/2019	Airgas USA, LLC	425.77	Tank Rental-Station 41- #2118770 -December 201
	1/17/2019	Airgas USA, LLC	45.77	Tank Rental-Station 44- #2902766 -December 201
	1/17/2019	Airgas USA, LLC	311.48	Tank Rental-Station 45- #2867225 -December 201
26803	1/17/2019	ALSCO - American Linen Divi...	477.92	December 2018 linen
26804	1/17/2019	American Fidelity	2,899.30	Period Ending 12/31/2018
	1/17/2019	American Fidelity	1,202.74	Supplemental deductions-Period Ending 12/31/18
26805	1/17/2019	Athens Administrators	1,562.39	Overpayment of 4850 on WC claim-Leach
	1/17/2019	Athens Administrators	1,773.20	Overpayment of 4850 on WC claim-McGee

Moraga-Orinda Fire District
 Check/Voucher Register - Check Register
 From 1/1/2019 Through 1/31/2019

Check Number	Check Date	Name	Check Amount	Transaction Description
26806	1/17/2019	A T and T	338.15	Acct# 9391035207 12/12/18-01/11/19
	1/17/2019	A T and T	152.68	Acct# 9391053307 12/01/18-12/31/18 Emergency landlines
	1/17/2019	A T and T	12.59	Acct#9391060223 11/13/18-01/12/19 Conference calling
26807	1/17/2019	Avenza Systems Inc.	799.00	Avenzo Maps Pro annual subscription-2019
26808	1/17/2019	Berkeley Fire Department	3,333.00	Academy seat- Final payment
26809	1/17/2019	The Blackrock Group	1,200.00	Background investigation
26810	1/17/2019	CCAC	160.00	Annual dues-G. Santos 2019
26811	1/17/2019	Comcast	88.38	8155 40 006 0191002 Station 44-01/14/19-02/13/19
	1/17/2019	Comcast	88.38	8155 40 006 0191028 Station 43-01/11/19-02/13/19
26812	1/17/2019	Concord Garden Equipment	420.44	Chainsaw parts and supplies
26813	1/17/2019	Cordico Psychological Corpor...	400.00	Pre-employment exam
26814	1/17/2019	Jared Costanza	200.00	Paramedic licence renewal-J. Costanza
26815	1/17/2019	CPR Training Center	2,560.00	16 PALS renewals 1/14/19
26816	1/17/2019	Definitive Networks, Inc.	19,366.00	Service coverage for December 2018
26817	1/17/2019	Dell Financial Services	302.46	Rental & Admin Fee 02/01/19-02/28/19 A/C #001-8402535-009
	1/17/2019	Dell Financial Services	570.70	Rental & Admin Fee 12/13/18-01/12/19 A/C #001-8402535-008
26818	1/17/2019	Department of Justice	81.00	Fingerprinting
26819	1/17/2019	EBMUD	318.80	Water 10/29/18-12/28/18
	1/17/2019	EBMUD	505.89	Water 10/31/18-01/03/19 6"
	1/17/2019	EBMUD	339.77	Water 10/31/18-01/03/19 2"
26820	1/17/2019	Fail Safe Testing	1,673.90	Ground ladders tested
26821	1/17/2019	Gill's Electric Company, Inc	169.50	Electrical repair
26822	1/17/2019	Hunt & Sons, Inc.	784.19	Fuel A/C #72372
26823	1/17/2019	IAFF Local 1230 Dues	7,290.35	Period Ending 12/31/18
26824	1/17/2019	IAFF Local 1230 Insurance	1,579.45	Period Ending 12/31/18
26825	1/17/2019	L.N. Curtis & Sons	73.95	1" npsh x 3/8" orfsmooth bore tip
	1/17/2019	L.N. Curtis & Sons	455.57	3 LED streamlight mag. lights
	1/17/2019	L.N. Curtis & Sons	467.02	8 Wildland shrouds
	1/17/2019	L.N. Curtis & Sons	4,777.13	Academy PPE
	1/17/2019	L.N. Curtis & Sons	11,233.18	Headsets- E141, E143, E341
	1/17/2019	L.N. Curtis & Sons	3,249.58	Headsets-WT44
	1/17/2019	L.N. Curtis & Sons	662.23	Phos-Check class A foam
	1/17/2019	L.N. Curtis & Sons	429.70	Structure boots-Leach
	1/17/2019	L.N. Curtis & Sons	460.18	Wildland coat-Hoover
	26826	1/17/2019	Julie Luckenbach	19.55
26827	1/17/2019	Moraga Hardware & Lumber	73.66	Misc. station supplies
	1/17/2019	Moraga Hardware & Lumber	10.14	Screws for E42 LED lenses
26828	1/17/2019	Occu-Med, Ltd.	345.60	5 pre-employment testings
26829	1/17/2019	Office Depot	233.82	Toner cartridges and kitchen supplies
26830	1/17/2019	Paymentus Group, Inc.	120.72	Credit card fees-December 2018
26831	1/17/2019	Pacific Gas & Electric	1,081.61	12/04/18-01/03/19 Station 44
	1/17/2019	Pacific Gas & Electric	1,119.27	12/04/18-01/03/19 Station 45 Electric
	1/17/2019	Pacific Gas & Electric	369.94	12/05/18-01/04/19 Admin
	1/17/2019	Pacific Gas & Electric	1,168.90	12/05/18-01/04/19 Station 41
	1/17/2019	Pacific Gas & Electric	857.52	12/05/18-01/04/19 Station 42 Electric
	1/17/2019	Pacific Gas & Electric	906.77	12/06/18-01/05/19 Station 42 Gas
26832	1/17/2019	Pitney Bowes	182.89	St 41 Postage Machine Rental A/C #17220373 10/30/18-01/29/19
26833	1/17/2019	Republic Services	485.72	January 2019 Trash A/C#302100093245
	1/17/2019	Republic Services	93.09	January 2019 Trash A/C#302100094052
	1/17/2019	Republic Services	465.77	January 2019 Trash A/C#302100095331
	1/17/2019	Republic Services	93.09	January 2019 Trash A/C#302100108522
26834	1/17/2019	Seever & Sons Tire Pros	2,127.83	Tires for M143

Moraga-Orinda Fire District
 Check/Voucher Register - Check Register
 From 1/1/2019 Through 1/31/2019

Check Number	Check Date	Name	Check Amount	Transaction Description
26835	1/17/2019	Shred-it	66.00	December 2018 pick-up
26836	1/17/2019	Smart Clean Building Mainten...	245.00	January 2019 cleaning service
26837	1/17/2019	TIAA Commercial Finance, Inc.	223.34	Copier Rental January 2019 A/C #20317889-1
26838	1/17/2019	Lucas Trumpf	175.00	ACL class-L. Trumpf
26839	1/17/2019	Verizon Wireless	640.50	Account 623714059-00001 Service 11/24/18-12/23
	1/17/2019	Verizon Wireless	302.46	Account 623714059-00003 Service 11/24/18-12/23
	1/17/2019	Verizon Wireless	105.84	Account 623714059-00004 Service 11/24/18-12/23
26840	1/17/2019	Wittman Enterprises, LLC	6,362.25	December 2018
26841	1/28/2019	ADP, Inc.	1,022.96	HR/Benefit Workforce processing& Payroll fees en 1/15/19
26842	1/28/2019	Biomedical Waste Disposal	79.00	January 2019 Medical Waste A/C #0349
	1/28/2019	Biomedical Waste Disposal	79.00	January 2019 Medical Waste A/C #0350
26843	1/28/2019	CCC Fire Commissioners Ass...	175.00	Meeting 1/24/19-M. Donner, S. Danziger, D. Rein & Rescue One
26844	1/28/2019	Comcast	88.47	8155 40 005 0208436 Station 42-01/24/19-02/23/19
	1/28/2019	Comcast	88.38	8155 40 006 0190996 Station 45-01/23/19-02/22/19
26845	1/28/2019	Concord Uniforms	153.07	Uniforms
26846	1/28/2019	GovInvest Inc.	675.00	GASB 75 summary page
26847	1/28/2019	Have Air Will Travel, Inc.	245.00	Service call-Station 45-Engine 45
26848	1/28/2019	Kaiser	240.00	Refund Overpayment Re: 1816732996000
26849	1/28/2019	Jeremy Kshevatzky	285.00	ITLS class-J. Kshevatzky
26850	1/28/2019	L.N. Curtis & Sons	946.13	6 Web gear harnesses
	1/28/2019	L.N. Curtis & Sons	5,721.39	Headsets for E345
26851	1/28/2019	Mail Stream Direct	2,816.23	Printing weed abatement postcards
26852	1/28/2019	Mallory Safety & Supply, LLC	3,670.80	SCBA flow tests
26853	1/28/2019	National Construction Rentals	34.26	Overhead meter pole-0001 monthly rental- 01/09/19-02/05/19
26854	1/28/2019	Peter Norton	1,035.00	Services through 12/31/18-Fire sensor project
26855	1/28/2019	Office Depot	230.01	Copy paper, pens and 2 toner cartridges
26856	1/28/2019	Pacific Gas & Electric	635.71	12/18/18-01/15/19 Station 45 Gas
26857	1/28/2019	Photos by Anita	200.00	Business headshots
26858	1/28/2019	PODS Enterprises, LLC	216.61	Container rental 01/12/19-02/11/19
26859	1/28/2019	PLIC	99.90	February 2019
26860	1/28/2019	Safeway, Inc	5.39	Water for Board meetings
26861	1/28/2019	Shah Kawasaki Architects	5,178.14	Services 12/01/18 to 12/31/18
26862	1/28/2019	Sloan Sakai Yeung & Wong L...	280.00	AFSCME Negotiations-November 2018
	1/28/2019	Sloan Sakai Yeung & Wong L...	910.95	BC Negotiations-November 2018
	1/28/2019	Sloan Sakai Yeung & Wong L...	1,645.00	General Advice-November 2018
26863	1/28/2019	United Site Services	2,121.09	Service 01/01/19-01/31/19
26864	1/28/2019	Verizon Wireless	56.18	12-lead modem wireless 12/11/18-01/10/19
26865	1/30/2019	Pacific Gas & Electric	0.00	New service- Station 43
26866	1/30/2019	Pacific Gas & Electric	5,447.17	New service- Station 43
26867	1/31/2019	ADT Security Services	42.99	Services 02/4/19-03/03/19- Admin bldg. burglar sy
	1/31/2019	ADT Security Services	42.52	Services 02/4/19-03/03/19- Admin bldg. camera
	1/31/2019	ADT Security Services	69.27	Services 02/9/19-03/08/19- Station 45
26868	1/31/2019	Alameda County Fire Depart...	1,275.00	Safety inspections
	1/31/2019	Alameda County Fire Depart...	3,867.75	Safety inspections and misc. repairs
	1/31/2019	Alameda County Fire Depart...	1,882.33	Wrong fuel pumped into Engine-clean out-Unit 461
26869	1/31/2019	A T and T Mobility	1,253.10	Phone Acct #287016079073 12/16/18-01/15/19
26870	1/31/2019	Bandwidth.com, Inc.	425.33	Service 02/01/19-02/28/19
26871	1/31/2019	Bound Tree Medical, LLC	597.00	Adenosine
	1/31/2019	Bound Tree Medical, LLC	438.03	LUCAS suction cups
	1/31/2019	Bound Tree Medical, LLC	4,955.26	Misc supplies
	1/31/2019	Bound Tree Medical, LLC	7.37	Tubes
26872	1/31/2019	Contra Costa Door	612.01	Preventative Maint. and replace cables & hinges
26873	1/31/2019	Comcast	88.47	8155 40 005 0208428 Station 41-01/29/19-02/28/19
26874	1/31/2019	Commercial Glass & Aluminu...	365.00	Door adjustments-front and rear entrances

Moraga-Orinda Fire District
 Check/Voucher Register - Check Register
 From 1/1/2019 Through 1/31/2019

Check Number	Check Date	Name	Check Amount	Transaction Description
26875	1/31/2019	Gill's Electric Company, Inc	254.25	Flagpole light repair
26876	1/31/2019	Hunt & Sons, Inc.	1,613.62	Fuel A/C #72371
	1/31/2019	Hunt & Sons, Inc.	546.90	Fuel A/C #72372
	1/31/2019	Hunt & Sons, Inc.	355.58	Fuel A/C #72373
	1/31/2019	Hunt & Sons, Inc.	871.18	Fuel A/C #72375
26877	1/31/2019	LeapFrog Plumbing	252.00	Shower repair
26878	1/31/2019	Jerry Lee	50.00	Shoes
26879	1/31/2019	Mallory Safety & Supply, LLC	2,167.74	Regulator testing and repair
	1/31/2019	Mallory Safety & Supply, LLC	535.33	Regulator testing and repairs
26880	1/31/2019	Michael Martinez	200.00	Paramedic licence renewal-M. Martinez
26881	1/31/2019	Moraga Hardware & Lumber	1.26	Hardware to repair light at fuel pumps
	1/31/2019	Moraga Hardware & Lumber	9.82	Lightbulb for Admin cubicle
	1/31/2019	Moraga Hardware & Lumber	5.63	Screws and loctite for E141
26882	1/31/2019	Office Depot	261.94	Divided folders, staples and cleaning supplies
26883	1/31/2019	Pacific Gas & Electric	608.23	12/18/18-01/16/19 Station 43
26884	1/31/2019	Physio-Control, Inc	620.00	EKG monitor service and repair-Ref S/R W380065
26885	1/31/2019	Renne Public Law Group, LLP	13,598.28	Services thru 12/31/18
26886	1/31/2019	Steve Rogness	143.00	Introduction to GIS
26887	1/31/2019	St. Stephen's Episcopal Church	7,724.37	Temp Station rent- November, December 2018 and January 2019
26888	1/31/2019	Sun Valley Heating & Air Con...	1,480.00	Preventative Maint.
	1/31/2019	Sun Valley Heating & Air Con...	620.10	Replace exhaust fan motor in restroom
26889	1/31/2019	U.S. Healthworks Medical Gro...	76.00	1 DMV Exam
26890	1/31/2019	Wildland Resource Managem...	5,500.00	Annual dues-2019-HEF Membership
26891	1/31/2019	Aable Woods, Inc.	50.00	Inspection and estimate for recliner repairs
CC-0119	1/10/2019	CCCERA Retirement	155,933.74	CCCERA retirement payment-December 2018 contributions
CP056	1/7/2019	Calif. Public Employees'	173,181.50	CalPers Health Ins
CU-0119	1/10/2019	1st NorCal Federal Credit Union	1,720.20	Period Ending 12/31/18
DD056	1/7/2019	Delta Dental Plan of Calif.	16,213.72	Delta Dental ACH payment
PFA 0119	1/10/2019	Moraga-Orinda Professional F...	1,534.00	Period ending 12/31/18
Stmt 11/23/18	1/2/2019	U.S. Bank	6,233.00	A/C #4246-0445-5564-6748 11/23/18
Report Total			593,986.29	

Moraga-Orinda Fire District
Statement of Revenues and Expenditures - General Fund Actual to Budget 18/19
From 7/1/2018 Through 12/31/2018

		Current Period Actual	Total Budget \$ - Original	Total Budget \$ Variance - Original	Percent Total Budget Remaining - Original
Revenue					
Taxes					
Property Tax-Current Secured	4010	19,701,837.83	19,861,594.00	(159,756.17)	(0.80)%
Property Tax-Supplemental	4011	127,826.26	300,000.00	(172,173.74)	(57.39)%
Property Tax-Unitary	4013	238,262.43	200,000.00	38,262.43	19.13%
Property Tax-Curr Unsecured	4020	611,108.44	600,000.00	11,108.44	1.85%
Prop Tax- Prior Secured	4030	(29,636.70)	(55,000.00)	25,363.30	(46.12)%
Prop Tax-Prior Supplement	4031	(1,008.27)	(35,000.00)	33,991.73	(97.12)%
Prop Tax Prior Unsecured	4035	9,453.23	(10,000.00)	19,453.23	(194.53)%
Fire Flow Tax	4066	1,084,245.06	1,085,000.00	(754.94)	(0.07)%
Total Taxes		21,742,088.28	21,946,594.00	(204,505.72)	(0.93)%
Use of Money & Property					
Investment Earnings	4181	19,670.28	3,000.00	16,670.28	555.68%
Total Use of Money & Property		19,670.28	3,000.00	16,670.28	555.68%
Intergovernmental Revenue					
Homeowners Relief Tax	4385	0.00	154,000.00	(154,000.00)	(100.00)%
Intergovernmental Revenue-Federal Grants	4437	173,463.00	480,000.00	(306,537.00)	(63.86)%
CA FF JAC Training Funds	4440	0.00	15,000.00	(15,000.00)	(100.00)%
Other/In Lieu of Taxes	4580	939.70	902.00	37.70	4.18%
Measure H-Emerg Med Ser Subsid	4896	0.00	85,513.00	(85,513.00)	(100.00)%
Total Intergovernmental Revenue		174,402.70	735,415.00	(561,012.30)	(76.29)%
Charges for Service					
Permits	4740	354.00	2,000.00	(1,646.00)	(82.30)%
Plan Review	4741	147,438.00	250,000.00	(102,562.00)	(41.02)%
Inspection Fees	4742	22,898.00	35,000.00	(12,102.00)	(34.58)%
Weed Abatement Charges	4744	2,918.37	25,000.00	(22,081.63)	(88.33)%
CPR/First Aid Classes	4745	893.00	2,000.00	(1,107.00)	(55.35)%
Reports/ Photocopies	4746	192.00	350.00	(158.00)	(45.14)%
Other Charges for Service	4747	8,581.00	6,000.00	2,581.00	43.02%
Total Charges for Service		183,274.37	320,350.00	(137,075.63)	(42.79)%
Charges for Service - Ambulance					
Ambulance Service Fees	4898	1,036,499.09	1,133,000.00	(96,500.91)	(8.52)%
Ambulance Service Fee Reimbursements	4899	(76,104.63)	(116,000.00)	39,895.37	(34.39)%
Ambulance Collection Recovery Payments	4900	65.20	2,000.00	(1,934.80)	(96.74)%
Ground Emergency Medical Transportation	4901	48,542.00	40,000.00	8,542.00	21.36%
Total Charges for Service - Ambulance		1,009,001.66	1,059,000.00	(49,998.34)	(4.72)%
Other Revenue					
Other Revenue-Strike Team Recovery	4971	679,710.83	530,000.00	149,710.83	28.25%
Other Revenue & Financing Sources	4972	14,450.97	33,000.00	(18,549.03)	(56.21)%
Other Revenue-Misc.	4974	5,434.90	1,000.00	4,434.90	443.49%
Misc Rebates & Refunds	4975	895.90	1,000.00	(104.10)	(10.41)%
Sale of Surplus Property	4980	106.00	1,000.00	(894.00)	(89.40)%
Transfers In	4999	542.43	0.00	542.43	0.00%
Total Other Revenue		701,141.03	566,000.00	135,141.03	23.88%
Total Revenue		23,829,578.32	24,630,359.00	(800,780.68)	(3.25)%

Moraga-Orinda Fire District
Statement of Revenues and Expenditures - General Fund Actual to Budget 18/19
From 7/1/2018 Through 12/31/2018

		Current Period Actual	Total Budget \$ - Original	Total Budget \$ Variance - Original	Percent Total Budget Remaining - Original
Expenditures					
Salaries & Benefits					
Permanent Salaries	5011	4,346,329.71	9,393,200.00	5,046,870.29	53.73%
Temporary Salaries	5013	92,307.88	254,531.00	162,223.12	63.73%
Overtime	5014	1,184,941.62	1,528,928.00	343,986.38	22.50%
Deferred Compensation	5015	11,600.00	22,100.00	10,500.00	47.51%
Overtime - Strike Team	5016	469,948.13	550,020.00	80,071.87	14.56%
Worker's Compensation Recovery	5019	(112,761.19)	(122,000.00)	(9,238.81)	7.57%
Payroll Taxes -FICA,SUI	5042	92,596.22	193,441.00	100,844.78	52.13%
Payroll Processing Fees	5043	7,831.18	20,000.00	12,168.82	60.84%
Retirement Contributions	5044	2,253,610.21	5,237,068.00	2,983,457.79	56.97%
Life/Health Insurance-Permanent Employees	5060	519,602.70	1,265,628.00	746,025.30	58.95%
Employee's-Health Insurance Contribution	5061	(61,089.49)	(135,058.00)	(73,968.51)	54.77%
Retiree Health Insurance	5062	617,231.33	1,200,000.00	582,768.67	48.56%
Retiree-Health Insurance Contribution	5063	(164,040.25)	(325,000.00)	(160,959.75)	49.53%
Unemployment Insurance	5064	611.00	18,000.00	17,389.00	96.61%
Retiree-Health OPEB Contribution	5065	0.00	439,771.00	439,771.00	100.00%
Vision Insurance	5066	7,537.92	19,908.00	12,370.08	62.14%
Pension Rate Stabilization	5067	0.00	1,100,000.00	1,100,000.00	100.00%
Workers' Compensation Insurance	5070	439,388.00	878,775.00	439,387.00	50.00%
Total Salaries & Benefits		9,705,644.97	21,539,312.00	11,833,667.03	54.94%
Operating Expense					
Office Supplies	6100	3,256.30	11,725.00	8,468.70	72.23%
Postage	6101	2,655.75	5,000.00	2,344.25	46.88%
Books & Periodicals	6102	1,201.51	7,650.00	6,448.49	84.29%
Printer Ink Cartridges	6103	414.23	3,000.00	2,585.77	86.19%
Telephone/Communication	6110	19,001.62	50,000.00	30,998.38	62.00%
Dispatch/Comm Center Services w/ AVL MDT	6111	0.00	188,700.00	188,700.00	100.00%
Utilities- Sewer	6120	3,649.67	5,400.00	1,750.33	32.41%
Utilities-Garbage	6121	6,826.02	12,845.00	6,018.98	46.86%
Utilities-PG&E	6122	27,744.11	65,690.00	37,945.89	57.77%
Utilities-Water	6123	7,093.23	13,860.00	6,766.77	48.82%
Utilities-Medical Waste	6124	1,416.87	3,300.00	1,883.13	57.06%
Small Tools & Instruments	6130	3,663.06	7,000.00	3,336.94	47.67%
Minor Equipment/Furniture	6131	441.74	1,500.00	1,058.26	70.55%
Computer Equipment & Supplies	6132	0.00	3,000.00	3,000.00	100.00%
Gas Power Chain Saw/Other Equipmen	6133	1,720.08	6,800.00	5,079.92	74.70%
Fire Trail Grading	6135	3,428.04	20,000.00	16,571.96	82.86%
Fire Fighting Equipment & Supplies	6137	1,530.37	3,400.00	1,869.63	54.99%
Fire Fighting Equipment-Hoses & Nozzles	6138	7,376.49	11,000.00	3,623.51	32.94%

Moraga-Orinda Fire District
Statement of Revenues and Expenditures - General Fund Actual to Budget 18/19
From 7/1/2018 Through 12/31/2018

		Current Period Actual	Total Budget \$ - Original	Total Budget \$ Variance - Original	Percent Total Budget Remaining - Original
Fire Fighting Equipment-Class A Foam	6139	1,324.47	2,000.00	675.53	33.78%
Medical & Lab Supplies	6140	49,664.70	90,000.00	40,335.30	44.82%
Food Supplies	6150	981.52	4,000.00	3,018.48	75.46%
Safety Clothing & Personal Supplies	6160	38,072.75	150,300.00	112,227.25	74.67%
Non-Safety Clothing & Personal Supplies	6161	600.00	1,500.00	900.00	60.00%
Household Expense	6170	3,962.82	17,000.00	13,037.18	76.69%
Household Expense-Linen	6171	2,620.09	6,880.00	4,259.91	61.92%
Public & Legal Notices	6190	639.84	11,000.00	10,360.16	94.18%
Dues, Memberships & Professional Fees	6200	735.00	9,695.00	8,960.00	92.42%
EMT/Paramedic Licensure Fees	6201	1,400.00	6,500.00	5,100.00	78.46%
Rent & Leases (Equipment)	6250	13,621.71	35,400.00	21,778.29	61.52%
Computer Software & Maintenance	6251	59,685.21	85,750.00	26,064.79	30.40%
Website Development & Maintenance	6252	1,696.00	1,800.00	104.00	5.78%
EPA ID# Verification Fee	6264	150.00	150.00	0.00	0.00%
CCC HazMat Plan (CUPA)	6265	2,575.00	3,000.00	425.00	14.17%
BAAQMD & Environmental Health Fees	6266	589.00	900.00	311.00	34.56%
Air Monitor Maintenance & Replacement	6269	0.00	1,300.00	1,300.00	100.00%
Maintenance -- Equipment	6270	13,245.77	52,500.00	39,254.23	74.77%
Central Garage Repairs	6271	37,734.69	200,000.00	162,265.31	81.13%
Central Garage Gasoline & Oil	6272	40,063.38	65,000.00	24,936.62	38.36%
Central Garage Tires	6273	4,991.20	7,500.00	2,508.80	33.45%
Service/Repair Fuel System Dispensers	6274	1,860.31	3,500.00	1,639.69	46.85%
Aerial Ladder & Pump Testing	6275	0.00	1,000.00	1,000.00	100.00%
Smog Inspections	6276	0.00	500.00	500.00	100.00%
Air Compressor Quarterly Service	6278	1,109.77	1,500.00	390.23	26.02%
Hydro Test SCBA & Oxy Cylinder	6279	0.00	2,500.00	2,500.00	100.00%
Tank Testing	6280	0.00	1,000.00	1,000.00	100.00%
Maintenance -- Building	6281	34,166.46	52,000.00	17,833.54	34.30%
Maintenance -- Grounds	6282	481.28	6,400.00	5,918.72	92.48%
Meetings & Travel Expenses	6303	(257.98)	1,375.00	1,632.98	118.76%
Medical - Pre-Emp Processing and Annual Exams	6311	2,579.05	30,000.00	27,420.95	91.40%
Ambulance Billing Administration Fees	6312	29,915.90	62,000.00	32,084.10	51.75%
Outside Attorney Fees	6313	51,471.36	150,000.00	98,528.64	65.69%
Outside CPR Instructors	6314	1,610.00	3,000.00	1,390.00	46.33%
CCC County Tax Administration Fee	6316	0.00	190,000.00	190,000.00	100.00%
Professional Services	6317	22,405.00	40,000.00	17,595.00	43.99%
Professional Services - Labor Negotiator	6318	74,010.50	50,000.00	(24,010.50)	(48.02)%

Moraga-Orinda Fire District
Statement of Revenues and Expenditures - General Fund Actual to Budget 18/19
From 7/1/2018 Through 12/31/2018

		Current Period Actual	Total Budget \$ - Original	Total Budget \$ Variance - Original	Percent Total Budget Remaining - Original
Professional Services - Technology	6319	96,830.00	248,312.00	151,482.00	61.00%
Professional Services - Pre-Employment Investigations	6320	8,690.22	15,000.00	6,309.78	42.07%
Professional Services - Promotional Exams & Recruitment	6321	1,245.88	21,000.00	19,754.12	94.07%
Professional Services-OPEB Actuarial Valuation	6322	4,065.76	4,000.00	(65.76)	(1.64)%
Exterior Hazard Removal	6323	14,689.13	25,000.00	10,310.87	41.24%
Professional Services-Prop Tax Audit & Forecasting	6326	1,575.00	12,600.00	11,025.00	87.50%
Professional Services	6327	12,940.00	14,000.00	1,060.00	7.57%
Burn Trailer Grant Maintenance	6352	0.00	3,500.00	3,500.00	100.00%
Testing Materials & Training Props	6354	7,252.10	12,000.00	4,747.90	39.57%
Career Development Classes	6357	3,174.15	15,000.00	11,825.85	78.84%
Target Safety Online Training	6359	2,720.00	6,500.00	3,780.00	58.15%
Training & Education Classes-Paramedic & EMT CE	6360	5,048.96	5,000.00	(48.96)	(0.98)%
District Sponsored Training-Mandated	6361	1,910.32	35,000.00	33,089.68	94.54%
Election Expense	6465	0.00	22,000.00	22,000.00	100.00%
Recruiting Costs	6470	6,667.00	75,000.00	68,333.00	91.11%
Strike Team Supplies	6474	12,962.98	4,500.00	(8,462.98)	(188.07)%
Community Emergency Response Team	6475	(257.17)	6,500.00	6,757.17	103.96%
Exercise Supplies/Maint.	6476	660.85	5,000.00	4,339.15	86.78%
Recognition Supplies	6478	533.87	5,000.00	4,466.13	89.32%
Other Special Departmental Exp	6479	36,688.60	65,350.00	28,661.40	43.86%
Public Education Supplies	6480	2,488.65	3,000.00	511.35	17.05%
CPR Supplies	6481	1,274.96	3,000.00	1,725.04	57.50%
LAFCO	6482	11,623.56	12,000.00	376.44	3.14%
Emergency Preparedness Expense	6484	7,301.64	22,500.00	15,198.36	67.55%
Misc. Services & Supplies	6490	11,507.02	30,000.00	18,492.98	61.64%
Fire Chief Contingency	6491	5,909.09	100,000.00	94,090.91	94.09%
Property & Liability Insurance	6540	55,621.00	48,000.00	(7,621.00)	(15.88)%
Total Operating Expense		<u>898,247.46</u>	<u>2,585,582.00</u>	<u>1,687,334.54</u>	<u>65.26%</u>
Other Expense					
Bank Fees	7510	2,561.38	3,300.00	738.62	22.38%
Interest on County Teeter Account	7520	0.00	50.00	50.00	100.00%
County Tax Collection Fees	7530	254.56	300.00	45.44	15.15%
Transfers to Debt Service Fund	7999	507,028.45	1,085,000.00	577,971.55	53.27%
Total Other Expense		<u>509,844.39</u>	<u>1,088,650.00</u>	<u>578,805.61</u>	<u>53.17%</u>
Total Expenditures		<u>11,113,736.82</u>	<u>25,213,544.00</u>	<u>14,099,807.18</u>	<u>55.92%</u>
Excess of Revenues Over/ (Under) Expenditures		<u>12,715,841.50</u>	<u>(583,185.00)</u>	<u>13,299,026.50</u>	<u>(2,280.41)%</u>

Moraga-Orinda Fire District
Statement of Revenues and Expenditures - Capital Projects Fund Actual to Budget-18/19
From 7/1/2018 Through 12/31/2018

		Current Period Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue					
Use of Money & Property					
Investment Earnings	4181	34,381.70	10,000.00	24,381.70	243.82%
Total Use of Money & Property		34,381.70	10,000.00	24,381.70	243.82%
Charges for Service					
Impact Mitigation Fees	4743	35,200.00	40,000.00	(4,800.00)	(12.00)%
Total Charges for Service		35,200.00	40,000.00	(4,800.00)	(12.00)%
Other Revenue					
Other Revenue-Misc.	4974	38,286.50	0.00	38,286.50	0.00%
Sale of Surplus Property	4980	35,200.00	100,000.00	(64,800.00)	(64.80)%
Transfers In	4999	0.00	73,186.00	(73,186.00)	(100.00)%
Total Other Revenue		73,486.50	173,186.00	(99,699.50)	(57.57)%
Total Revenue		143,068.20	223,186.00	(80,117.80)	(35.90)%
Expenditures					
Other Expense					
Bank Fees	7510	76.00	100.00	24.00	24.00%
Fire Flow Tax Collection Fees	7531	11,434.68	14,000.00	2,565.32	18.32%
Capital Contingency-Facilities, ...	7700	0.00	150,000.00	150,000.00	100.00%
Apparatus/Vehicles-Fixed Asset...	7703	0.00	160,000.00	160,000.00	100.00%
Buildings-Station #43-Fixed Ass...	7706	1,815,249.05	3,723,394.00	1,908,144.95	51.25%
FEMA (AFG) Grants-Fixed Asse...	7707	0.00	50,000.00	50,000.00	100.00%
Misc. Equipment Expense	7709	14,237.90	84,650.00	70,412.10	83.18%
Total Other Expense		1,840,997.63	4,182,144.00	2,341,146.37	55.98%
Total Expenditures		1,840,997.63	4,182,144.00	2,341,146.37	55.98%
Excess of Revenues Over/ (Under) Expenditures		(1,697,929.43)	(3,958,958.00)	2,261,028.57	(57.11)%

Moraga-Orinda Fire District
Statement of Revenues and Expenditures - Debt Service Fund Actual to Budget-18/19
From 7/1/2018 Through 12/31/2018

		Current Period Actual	Total Budget \$ - Original	Total Budget \$ Variance - Original	Percent Total Budget Remaining - Original
Revenue					
Taxes					
Property Tax-Current Secured	4010	3,543,473.00	3,543,473.00	0.00	0.00%
Total Taxes		3,543,473.00	3,543,473.00	0.00	0.00%
Use of Money & Property					
Investment Earnings	4181	28.15	5,000.00	(4,971.85)	(99.44)%
Total Use of Money & Property		28.15	5,000.00	(4,971.85)	(99.44)%
Other Revenue					
Transfers In	4999	507,028.45	1,011,814.00	(504,785.55)	(49.89)%
Total Other Revenue		507,028.45	1,011,814.00	(504,785.55)	(49.89)%
Total Revenue		4,050,529.60	4,560,287.00	(509,757.40)	(11.18)%
Expenditures					
Other Expense					
Pension Obligation Bond Principal Payment	7900	2,640,000.00	2,640,000.00	0.00	0.00%
Pension Obligation Bond Interest Payment	7901	368,140.50	667,377.00	299,236.50	44.84%
Apparatus Lease Principal Payment	7902	321,751.26	646,542.00	324,790.74	50.24%
Apparatus Lease Interest Payment	7903	23,482.56	43,927.00	20,444.44	46.54%
Lease Agreement Station 43 Principal	7906	123,000.00	245,000.00	122,000.00	49.80%
Lease Agreement Station 43 Interest	7907	38,794.63	76,345.00	37,550.37	49.19%
Transfers to Other Funds	7997	542.43	0.00	(542.43)	0.00%
Total Other Expense		3,515,711.38	4,319,191.00	803,479.62	18.60%
Total Expenditures		3,515,711.38	4,319,191.00	803,479.62	18.60%
Excess of Revenues Over/ (Under) Expenditures		534,818.22	241,096.00	293,722.22	121.83%

Moraga-Orinda Fire District
Statement of Revenues and Expenditures
27 - Capital Projects Fund
From 7/1/2018 Through 12/31/2018

		Current Period Actual	Prorated Monthly Budget	Prorated Monthly Variance
Revenue				
Use of Money & Property				
Investment Earnings	4181	34,381.70	4,999.98	29,381.72
Total Use of Money & Property		34,381.70	4,999.98	29,381.72
Charges for Service				
Impact Mitigation Fees	4743	35,200.00	19,999.98	15,200.02
Total Charges for Service		35,200.00	19,999.98	15,200.02
Other Revenue				
Other Revenue-Misc.	4974	38,286.50	0.00	38,286.50
Sale of Surplus Property	4980	35,200.00	49,999.98	(14,799.98)
Transfers In	4999	0.00	36,592.98	(36,592.98)
Total Other Revenue		73,486.50	86,592.96	(13,106.46)
Total Revenue		143,068.20	111,592.92	31,475.28
Expenditures				
Other Expense				
Bank Fees	7510	76.00	49.98	(26.02)
Fire Flow Tax Collection Fees	7531	11,434.68	7,000.02	(4,434.66)
Capital Contingency-Facilities, Equipment	7700	0.00	75,000.00	75,000.00
Apparatus/Vehicles-Fixed Asset Expenditures	7703	0.00	79,999.98	79,999.98
Buildings-Station #43-Fixed Asset Expenditures	7706	1,815,249.05	1,861,696.98	46,447.93
FEMA (AFG) Grants-Fixed Asset Expenditures	7707	0.00	25,000.02	25,000.02
Misc. Equipment Expense	7709	14,237.90	42,325.02	28,087.12
Total Other Expense		1,840,997.63	2,091,072.00	250,074.37
Total Expenditures		1,840,997.63	2,091,072.00	250,074.37
Excess of Revenues Over/ (Under) Expenditures		<u>(1,697,929.43)</u>	<u>(1,979,479.08)</u>	<u>281,549.65</u>

Moraga-Orinda Fire District
Statement of Revenues and Expenditures
50 - General Fund
From 7/1/2018 Through 12/31/2018

		Current Period Actual	Prorated Monthly Budget	Prorated Monthly Variance
Revenue				
Taxes				
Property Tax-Current Secured	4010	19,701,837.83	9,930,796.98	9,771,040.85
Property Tax-Supplemental	4011	127,826.26	150,000.00	(22,173.74)
Property Tax-Unitary	4013	238,262.43	100,000.02	138,262.41
Property Tax-Curr Unsecured	4020	611,108.44	300,000.00	311,108.44
Prop Tax- Prior Secured	4030	(29,636.70)	(27,499.98)	(2,136.72)
Prop Tax-Prior Supplement	4031	(1,008.27)	(17,500.02)	16,491.75
Prop Tax Prior Unsecured	4035	9,453.23	(4,999.98)	14,453.21
Fire Flow Tax	4066	1,084,245.06	542,500.02	541,745.04
Total Taxes		21,742,088.28	10,973,297.04	10,768,791.24
Use of Money & Property				
Investment Earnings	4181	19,670.28	1,500.00	18,170.28
Total Use of Money & Property		19,670.28	1,500.00	18,170.28
Intergovernmental Revenue				
Homeowners Relief Tax	4385	0.00	76,999.98	(76,999.98)
Intergovernmental Revenue-Federal Grants	4437	173,463.00	240,000.00	(66,537.00)
CA FF JAC Training Funds	4440	0.00	7,500.00	(7,500.00)
Other/In Lieu of Taxes	4580	939.70	451.02	488.68
Measure H-Emerg Med Ser Subsid	4896	0.00	42,756.48	(42,756.48)
Total Intergovernmental Revenue		174,402.70	367,707.48	(193,304.78)
Charges for Service				
Permits	4740	354.00	1,000.02	(646.02)
Plan Review	4741	147,438.00	124,999.98	22,438.02
Inspection Fees	4742	22,898.00	17,500.02	5,397.98
Weed Abatement Charges	4744	2,918.37	12,499.98	(9,581.61)
CPR/First Aid Classes	4745	893.00	1,000.02	(107.02)
Reports/ Photocopies	4746	192.00	175.02	16.98
Other Charges for Service	4747	8,581.00	3,000.00	5,581.00
Total Charges for Service		183,274.37	160,175.04	23,099.33
Charges for Service - Ambulance				
Ambulance Service Fees	4898	1,036,499.09	566,500.02	469,999.07
Ambulance Service Fee Reimbursements	4899	(76,104.63)	(58,000.02)	(18,104.61)
Ambulance Collection Recovery Payments	4900	65.20	1,000.02	(934.82)
Ground Emergency Medical Transportation	4901	48,542.00	19,999.98	28,542.02
Total Charges for Service - Ambulance		1,009,001.66	529,500.00	479,501.66
Other Revenue				
Other Revenue-Strike Team Recovery	4971	679,710.83	265,000.02	414,710.81
Other Revenue & Financing Sources	4972	14,450.97	16,500.00	(2,049.03)
Other Revenue-Misc.	4974	5,434.90	499.98	4,934.92
Misc Rebates & Refunds	4975	895.90	499.98	395.92
Sale of Surplus Property	4980	106.00	499.98	(393.98)
Transfers In	4999	542.43	0.00	542.43
Total Other Revenue		701,141.03	282,999.96	418,141.07

Moraga-Orinda Fire District
Statement of Revenues and Expenditures
50 - General Fund
From 7/1/2018 Through 12/31/2018

		Current Period Actual	Prorated Monthly Budget	Prorated Monthly Variance
Total Revenue		<u>23,829,578.32</u>	<u>12,315,179.52</u>	<u>11,514,398.80</u>
Expenditures				
Salaries & Benefits				
Permanent Salaries	5011	4,346,329.71	4,495,015.98	148,686.27
Temporary Salaries	5013	92,307.88	127,265.52	34,957.64
Overtime	5014	1,184,941.62	716,164.08	(468,777.54)
Deferred Compensation	5015	11,600.00	11,050.02	(549.98)
Overtime - Strike Team	5016	469,948.13	275,010.00	(194,938.13)
Worker's Compensation Recovery	5019	(112,761.19)	(61,000.02)	51,761.17
Payroll Taxes -FICA,SUI	5042	92,596.22	93,270.48	674.26
Payroll Processing Fees	5043	7,831.18	10,000.02	2,168.84
Retirement Contributions	5044	2,253,610.21	2,508,133.98	254,523.77
Life/Health Insurance-Permanent Employees	5060	519,602.70	627,000.00	107,397.30
Employee's-Health Insurance Contribution	5061	(61,089.49)	(75,084.00)	(13,994.51)
Retiree Health Insurance	5062	617,231.33	600,000.00	(17,231.33)
Retiree-Health Insurance Contribution	5063	(164,040.25)	(162,499.98)	1,540.27
Unemployment Insurance	5064	611.00	9,000.00	8,389.00
Retiree-Health OPEB Contribution	5065	0.00	219,885.48	219,885.48
Vision Insurance	5066	7,537.92	9,954.00	2,416.08
Pension Rate Stabilization	5067	0.00	550,000.02	550,000.02
Workers' Compensation Insurance	5070	439,388.00	439,387.50	(0.50)
Total Salaries & Benefits		<u>9,705,644.97</u>	<u>10,392,553.08</u>	<u>686,908.11</u>
Operating Expense				
Office Supplies	6100	3,256.30	5,862.54	2,606.24
Postage	6101	2,655.75	2,500.02	(155.73)
Books & Periodicals	6102	1,201.51	3,825.00	2,623.49
Printer Ink Cartridges	6103	414.23	1,500.00	1,085.77
Telephone/Communication	6110	19,001.62	25,000.02	5,998.40
Dispatch/Comm Center Services w/ AVL MDT	6111	0.00	94,350.00	94,350.00
Utilities- Sewer	6120	3,649.67	2,700.06	(949.61)
Utilities-Garbage	6121	6,826.02	6,422.52	(403.50)
Utilities-PG&E	6122	27,744.11	32,844.96	5,100.85
Utilities-Water	6123	7,093.23	6,930.00	(163.23)
Utilities-Medical Waste	6124	1,416.87	1,650.06	233.19
Small Tools & Instruments	6130	3,663.06	3,499.98	(163.08)
Minor Equipment/Furniture	6131	441.74	750.00	308.26
Computer Equipment & Supplies	6132	0.00	1,500.00	1,500.00
Gas Power Chain Saw/Other Equipmen	6133	1,720.08	3,400.02	1,679.94
Fire Trail Grading	6135	3,428.04	10,000.02	6,571.98
Fire Fighting Equipment & Supplies	6137	1,530.37	1,699.98	169.61

Moraga-Orinda Fire District
Statement of Revenues and Expenditures
50 - General Fund
From 7/1/2018 Through 12/31/2018

		Current Period Actual	Prorated Monthly Budget	Prorated Monthly Variance
Fire Fighting Equipment-Hoses & Nozzles	6138	7,376.49	5,500.02	(1,876.47)
Fire Fighting Equipment-Class A Foam	6139	1,324.47	1,000.02	(324.45)
Medical & Lab Supplies	6140	49,664.70	45,000.00	(4,664.70)
Food Supplies	6150	981.52	2,000.04	1,018.52
Safety Clothing & Personal Supplies	6160	38,072.75	75,150.00	37,077.25
Non-Safety Clothing & Personal Supplies	6161	600.00	750.00	150.00
Household Expense	6170	3,962.82	8,499.90	4,537.08
Household Expense-Linen	6171	2,620.09	3,439.98	819.89
Public & Legal Notices	6190	639.84	5,500.02	4,860.18
Dues, Memberships & Professional Fees	6200	735.00	4,847.52	4,112.52
EMT/Paramedic Licensure Fees	6201	1,400.00	3,250.02	1,850.02
Rent & Leases (Equipment)	6250	13,621.71	17,700.00	4,078.29
Computer Software & Maintenance	6251	59,685.21	42,874.98	(16,810.23)
Website Development & Maintenance	6252	1,696.00	900.00	(796.00)
EPA ID# Verification Fee	6264	150.00	75.00	(75.00)
CCC HazMat Plan (CUPA)	6265	2,575.00	1,500.00	(1,075.00)
BAAQMD & Environmental Health Fees	6266	589.00	450.00	(139.00)
Air Monitor Maintenance & Replacement	6269	0.00	649.98	649.98
Maintenance -- Equipment	6270	13,245.77	26,250.06	13,004.29
Central Garage Repairs	6271	37,734.69	100,000.02	62,265.33
Central Garage Gasoline & Oil	6272	40,063.38	32,500.02	(7,563.36)
Central Garage Tires	6273	4,991.20	3,750.00	(1,241.20)
Service/Repair Fuel System Dispensers	6274	1,860.31	1,750.02	(110.29)
Aerial Ladder & Pump Testing	6275	0.00	499.98	499.98
Smog Inspections	6276	0.00	250.02	250.02
Air Compressor Quarterly Service	6278	1,109.77	750.00	(359.77)
Hydro Test SCBA & Oxy Cylinder	6279	0.00	1,249.98	1,249.98
Tank Testing	6280	0.00	499.98	499.98
Maintenance -- Building	6281	34,166.46	25,999.98	(8,166.48)
Maintenance -- Grounds	6282	481.28	3,199.98	2,718.70
Meetings & Travel Expenses	6303	(257.98)	687.48	945.46
Medical - Pre-Emp Processing and Annual Exams	6311	2,579.05	15,000.00	12,420.95
Ambulance Billing Administration Fees	6312	29,915.90	31,000.02	1,084.12
Outside Attorney Fees	6313	51,471.36	75,000.00	23,528.64
Outside CPR Instructors	6314	1,610.00	1,500.00	(110.00)
CCC County Tax Administration Fee	6316	0.00	94,999.98	94,999.98
Professional Services	6317	22,405.00	19,999.98	(2,405.02)

Moraga-Orinda Fire District
Statement of Revenues and Expenditures
50 - General Fund
From 7/1/2018 Through 12/31/2018

		Current Period Actual	Prorated Monthly Budget	Prorated Monthly Variance
Professional Services - Labor Negotiator	6318	74,010.50	25,000.02	(49,010.48)
Professional Services - Technology	6319	96,830.00	124,156.02	27,326.02
Professional Services - Pre-Employment Investigations	6320	8,690.22	7,500.00	(1,190.22)
Professional Services - Promotional Exams & Recruitment	6321	1,245.88	10,500.00	9,254.12
Professional Services-OPEB Actuarial Valuation	6322	4,065.76	1,999.98	(2,065.78)
Exterior Hazard Removal	6323	14,689.13	12,499.98	(2,189.15)
Professional Services-Prop Tax Audit & Forecasting	6326	1,575.00	6,300.00	4,725.00
Professional Services	6327	12,940.00	7,000.02	(5,939.98)
Burn Trailer Grant Maintenance	6352	0.00	1,750.02	1,750.02
Testing Materials & Training Props	6354	7,252.10	6,000.00	(1,252.10)
Career Development Classes	6357	3,174.15	7,500.00	4,325.85
Target Safety Online Training	6359	2,720.00	3,250.02	530.02
Training & Education Classes-Paramedic & EMT CE	6360	5,048.96	2,500.02	(2,548.94)
District Sponsored Training-Mandated	6361	1,910.32	17,500.02	15,589.70
Election Expense	6465	0.00	10,999.98	10,999.98
Recruiting Costs	6470	6,667.00	37,500.00	30,833.00
Strike Team Supplies	6474	12,962.98	2,250.00	(10,712.98)
Community Emergency Response Team	6475	(257.17)	3,250.02	3,507.19
Exercise Supplies/Maint.	6476	660.85	2,500.02	1,839.17
Recognition Supplies	6478	533.87	2,500.02	1,966.15
Other Special Departmental Exp	6479	36,688.60	32,675.04	(4,013.56)
Public Education Supplies	6480	2,488.65	1,500.00	(988.65)
CPR Supplies	6481	1,274.96	1,500.00	225.04
LAFCO	6482	11,623.56	6,000.00	(5,623.56)
Emergency Preparedness Expense	6484	7,301.64	11,250.00	3,948.36
Misc. Services & Supplies	6490	11,507.02	15,000.00	3,492.98
Fire Chief Contingency	6491	5,909.09	49,999.98	44,090.89
Property & Liability Insurance	6540	55,621.00	24,000.00	(31,621.00)
Total Operating Expense		898,247.46	1,292,791.32	394,543.86
Other Expense				
Bank Fees	7510	2,561.38	1,650.00	(911.38)
Interest on County Teeter Account	7520	0.00	25.02	25.02
County Tax Collection Fees	7530	254.56	150.00	(104.56)
Transfers to Debt Service Fund	7999	507,028.45	542,500.02	35,471.57
Total Other Expense		509,844.39	544,325.04	34,480.65
Total Expenditures		11,113,736.82	12,229,669.44	1,115,932.62

Moraga-Orinda Fire District
Statement of Revenues and Expenditures
50 - General Fund
From 7/1/2018 Through 12/31/2018

	Current Period Actual	Prorated Monthly Budget	Prorated Monthly Variance
Excess of Revenues Over/ (Under) Expenditures	12,715,841.50	85,510.08	12,630,331.42

Moraga-Orinda Fire District
Statement of Revenues and Expenditures
90 - Debt Service Fund
From 7/1/2018 Through 12/31/2018

		Current Period Actual	Prorated Monthly Budget	Prorated Monthly Variance
Revenue				
Taxes				
Property Tax-Current Secured	4010	3,543,473.00	1,771,736.52	1,771,736.48
Total Taxes		3,543,473.00	1,771,736.52	1,771,736.48
Use of Money & Property				
Investment Earnings	4181	28.15	2,500.02	(2,471.87)
Total Use of Money & Property		28.15	2,500.02	(2,471.87)
Other Revenue				
Transfers In	4999	507,028.45	505,906.98	1,121.47
Total Other Revenue		507,028.45	505,906.98	1,121.47
Total Revenue		4,050,529.60	2,280,143.52	1,770,386.08
Expenditures				
Other Expense				
Pension Obligation Bond Principal Payment	7900	2,640,000.00	1,320,000.00	(1,320,000.00)
Pension Obligation Bond Interest Payment	7901	368,140.50	333,688.50	(34,452.00)
Apparatus Lease Principal Payment	7902	321,751.26	323,271.00	1,519.74
Apparatus Lease Interest Payment	7903	23,482.56	21,963.48	(1,519.08)
Lease Agreement Station 43 Principal	7906	123,000.00	122,500.02	(499.98)
Lease Agreement Station 43 Interest	7907	38,794.63	38,172.48	(622.15)
Transfers to Other Funds	7997	542.43	0.00	(542.43)
Total Other Expense		3,515,711.38	2,159,595.48	(1,356,115.90)
Total Expenditures		3,515,711.38	2,159,595.48	(1,356,115.90)
Excess of Revenues Over/ (Under) Expenditures		534,818.22	120,548.04	414,270.18

Wittman Enterprises LLC
Moraga-Orinda Fire District
Ambulance Billing-Fiscal Year 2018/2019-Revenue to Date
as of 12/31/18

	GROSS REVENUE(1)	MEDICARE WRITE OFFS (2)	MEDI-CAL WRITE OFFS (3)	RESIDENT WRITE OFFS (4)	OTHER CONTRACTUAL WRITE OFFS (5)	NET REVENUE (6)	CASH RECEIPTS (7)	REFUNDS (8)	NET RECEIPTS (9)	BAD DEBT WRITE OFFS (10)	ADJUSTMENTS (11)	NEW A/R BALANCE (12)
JULY '18	\$ 383,025.00	\$ 206,917.61	\$ 22,988.80	\$ 40,319.92	\$ -	\$ 112,798.67	\$ 93,275.33	\$ 1,913.00	\$ 91,362.33	\$ -	\$ (3,869.06)	\$ 439,063.89
AUGUST '18	\$ 486,541.30	\$ 231,549.40	\$ 17,810.64	\$ 23,803.17	\$ 5,204.81	\$ 208,173.28	\$ 115,625.41	\$ 1,744.00	\$ 113,881.41	\$ 24,638.62	\$ (5,153.83)	\$ 503,563.31
SEPTEMBER '18	\$ 393,842.00	\$ 172,556.53	\$ 22,610.95	\$ 15,510.43	\$ 882.97	\$ 182,281.12	\$ 101,648.76	\$ -	\$ 101,648.76	\$ 20,781.65	\$ (3,625.00)	\$ 559,789.02
OCTOBER '18	\$ 492,663.00	\$ 229,150.49	\$ 23,669.71	\$ 15,036.50	\$ (1,725.00)	\$ 226,531.30	\$ 110,766.93	\$ -	\$ 110,766.93	\$ 4,587.77	\$ (4,264.96)	\$ 666,700.66
NOVEMBER '18	\$ 394,299.00	\$ 218,796.14	\$ 13,495.23	\$ 32,510.63	\$ 2,149.76	\$ 127,347.24	\$ 150,317.78	\$ 3,526.05	\$ 146,791.73	\$ 2,996.67	\$ (2,894.74)	\$ 641,364.76
DECEMBER '18	\$ 429,250.00	\$ 176,210.62	\$ 33,212.82	\$ 40,459.08		\$ 179,367.48	\$ 119,842.52	\$ (200.00)	\$ 120,042.52	\$ (600.00)	\$ (3,892.33)	\$ 697,397.39
JANUARY '19												
FEBRUARY '19												
MARCH '19												
APRIL '19												
MAY '19												
JUNE '19												
YEAR TO DATE TOTALS	\$ 2,579,620.30	\$ 1,235,180.79	\$ 133,788.15	\$ 167,639.73	\$ 6,512.54	\$ 1,036,499.09	\$ 691,476.73	\$ 6,983.05	\$ 684,493.68	\$ 52,404.71	\$ (23,699.92)	
YTD PERCENTAGE OF REVENUE		47.88%	5.19%	6.50%	0.25%	40.18%	26.81%	0.27%	26.53%	2.03%	-0.92%	
YTD PERCENTAGE OF NET REVENUE									66.04%			

1. GROSS REVENUE – Charges billed within the month.
2. MEDICARE WRITE OFFS – Contractual write down that MOFD is obligated to take as a Medicare provider
3. MEDI-CAL WRITE OFFS - Contractual write down that MOFD is obligated to take as a Medi-Cal provider
4. RESIDENT WRITE OFFS – Write Downs that are taken according to MOFD’s resident policy
5. OTHER CONTRACTUAL WRITE OFFS – Contractual write downs that are taken for other federal or state agencies
6. NET REVENUE – Revenue after all contractual obligations are taken
7. CASH RECEIPTS – Payments that are received in month.
8. REFUNDS – Overpayments that are refunded.
9. NET RECEIPTS – Payments after refunds have been removed.
10. BAD DEBT – Accounts that have been sent to the collection agency.
11. ADJUSTMENTS – Any adjustment that has been made to a previously billed account, (for example, incorrect mileage).
12. NEW A/R BALANCE – Balance of all accounts in system at the end of the month and in general ledger account #1051-Receivables – Ambulance Billing.



Moraga-Orinda Fire District

TO: Board of Directors

FROM: David Winnacker, Fire Chief

DATE: February 20, 2019

SUBJECT: Item 9.1 - Approval of a Memorandum of Understanding between the District and the Moraga-Orinda Fire Chief Officers Association for the period July 1, 2018 – June 30, 2021; Approval of Salary Schedule Effective July 1, 2018.

Background

The District and the Moraga-Orinda Fire Chief Officers Association (MOFCOA) began contract negotiations in June 2018. The two parties have successfully reached a tentative agreement. MOFCOA ratified the tentative agreement on February 1, 2019.

The MOU for adoption appears at Attachment A, which incorporates the new language as detailed below.

For comparison only, a legislative-text version of the new MOU showing the prior and recommended text appears at Attachment B.

Discussion

The term of the recommended MOU is July 1, 2018 – June 30, 2021. Significant items in the MOU are as follows:

Base Salary

The MOU includes salary increases as follows:

July 1, 2018	3.0% increase
July 1, 2019	3.0% increase
July 1, 2020	2.0% increase

The Salary Schedule (Attachment C) has been updated to reflect the above salary increases.

Health Care Benefits – Active Employees

The MOU provides the following increase to the monthly amounts paid for health insurance effective January 1, 2019:

	Current Monthly Amount	Monthly Amount New MOU	Monthly Increase
Employee only	\$684	\$715	\$31
Employee +1	\$1,368	\$1,429	\$61
Employee +2 or more	\$1,778	\$1,858	\$80

The monthly amount is capped throughout the contract term as detailed above. No increases are included in the MOU for 2020 or 2021.

Health Care Benefits – Retirees

The previous MOU significantly reduced retiree health care benefits for retirees and implemented a reduced second tier for employees hired beginning in 2014. The new MOU continues these reduced levels of retiree health care benefits. Retiree health care premium benefits continue to be capped at 2010 rates throughout the contract. No increases have been provided. All employees hired since 2014 receive only the required minimum amount for retiree health insurance. The capped benefits and reduced second tier help control the District's unfunded liability for retiree health.

Retirement Contributions

The MOU provides no changes to retirement contributions. Employees in the 3% at 50 retirement formula will continue to pay the employee's share of retirement contributions and 9% of the District/employer's share of retirement contributions throughout the contract.

Uniform Allowance

The MOU provides an increase from \$75 to \$80 per month for uniform allowance and discontinues reimbursement to employees for the purchase of exercise shoes.

District Issued Vehicles

The MOU eliminates District issued vehicles to battalion chiefs.

Management Rights

The MOU adds a management rights section.

Same Level Clause Removed

The MOU removes the Same Level clause.

Dental Insurance

In 2015 the Board approved a Side Letter of Agreement which increased the District's contribution for dental insurance. During negotiations a modification to the District's dental insurance

contribution was not discussed. As a result, the MOU includes the previous lower District contribution for dental insurance as follows:

	Current Monthly Amount per Side Letter	Monthly Amount New MOU	Monthly Decrease
Employee only	\$51.20	\$46.68	\$4.52
Employee +1	\$90.12	\$81.00	\$9.12
Employee +2 or more	\$136.35	\$116.98	\$19.37

The Tentative Agreement with MOFCOA does not include the higher Side Letter dental contribution amounts. The MOU reflects the lower monthly dental contribution amounts.

Financial Cost – Fully Burdened

The projected fully burdened cost including retirement costs and payroll taxes of the MOU is as follows:

<u>Description</u>	<u>Projected Additional Annual Cost 2018/19</u>	<u>Projected Additional Annual Cost 2019/20</u>	<u>Projected Additional Annual Cost 2020/21</u>
Salary Increases +3%/3%/2%	\$37,500	\$38,625	\$26,265
Medical Increases \$1,858/\$1,428/\$715	1,440	1,440	Ongoing
Total	<u>\$38,940</u>	<u>\$40,065</u>	<u>\$26,265</u>

There are sufficient appropriations in the FY2019 budget for the additional costs.

Recommended Action

Staff recommends the following:

- Provide direction to staff regarding dental insurance
- Approval of the Memorandum of Understanding between the District and the Moraga-Orinda Fire Chief Officers Association for the period July 1, 2018 – June 30, 2021.
- Approval of the Salary Schedule Effective July 1, 2018

Attachments

- Attachment A – Memorandum of Understanding between the District and the Moraga-Orinda Fire Chief Officers Association for the period July 1, 2018 – June 30, 2021 (FINAL VERSION FOR ADOPTION).
- Attachment B – Legislative-text version of Memorandum of Understanding between the District and the Moraga-Orinda Fire Chief Officers Association for the period July 1, 2018 – June 30, 2021.

- Attachment C – Salary Schedule Effective July 1, 2018



MORAGA-ORINDA FIRE DISTRICT

BATTALION CHIEF

MEMORANDUM OF UNDERSTANDING

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, 2018 through June 30, 2021.

ATTACHMENT A

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ATTACHMENT A

I. INCENTIVES

A. Deferred Compensation Incentive:

The District's contribution to management employees who participate in the District's Deferred Compensation Plan will be \$50 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 \$50 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%.

II. LEAVES WITH AND WITHOUT PAY

A. Holidays:

The District will observe the following holidays:

January 1st, known as New Years 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

ATTACHMENT A

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 14 years	18	432
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.

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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.
5. 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

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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 following Board approval of this MOU, the District's monthly medical contribution will be set at the PERS minimum contribution level (currently \$133/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	\$684
Employee +1	\$1,368
Employee + 2 or more	\$1,778

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.

Effective January 1, 2019, the District's maximum obligation for medical related expenses as set forth above shall be increased to the amount of the PERS minimum health contribution plus an additional amount equal to the difference between the PERS minimum health contribution and the following:

Employee Only	\$715
Employee +1	\$1,429
Employee + 2 or more	\$1,858

Elimination of Stipend In-Lieu of Medical Benefits Program:

The stipend in lieu of medical benefits program as originally established by means of Board Resolution No. 10-13, was eliminated effective January 1, 2018.

Pursuant to Board Resolution No. 17-18, the District set aside and preserved, on a monthly basis, monetary amounts equal to those previously paid into 457(B) deferred compensation accounts for employees participating in the program as of December 31, 2017. The District shall pay to such employees a lump sum reflecting their share of these monies for the period January 1, 2018 through February 28, 2019.

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

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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 \$119/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. 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 can not be recovered by the employee.

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D. 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 .

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

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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, 2018	3.0% increase
July 1, 2019	3.0% increase
July 1, 2020	2.0% 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.

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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.

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 (New Section):

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

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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: _____

FOR THE DISTRICT

FOR THE MOFCOA

Jeff Sloan
Chief Negotiator

Jerry Lee
Chief Negotiator



MORAGA-ORINDA FIRE DISTRICT

BATTALION CHIEF

MEMORANDUM OF UNDERSTANDING

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, ~~2012~~ **2018** through June 30, ~~2018~~ **2021**.

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- B. Battalion Chief Educational Incentive Program Page 3

II. LEAVES WITH AND WITHOUT PAY

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I. Management Expectations Page 12 **13**

DRAFT

I. INCENTIVES

A. Deferred Compensation Incentive:

The District's contribution to management employees who participate in the District's Deferred Compensation Plan will be \$50 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 \$50 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:

- ~~3. January 1, 2012 through June 30, 2016:~~

~~Battalion Chiefs will be eligible to receive a 5% educational incentive for a Master's degree.~~

~~Effective July 1, 2016:~~

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%

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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%

II. LEAVES WITH AND WITHOUT PAY

A. Holidays:

The District will observe the following holidays:

January 1st, known as New Years 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:

<u>Length of Service</u>	Monthly Accrual Hours	Maximum Cumulative Hours
Under 5 years	14	336

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5 through 14 years	18	432
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.

A. Leave without pay may be granted for any of the following reasons:

1. illness or disability;
2. pregnancy;
3. parental;
4. to take a course of study such as will increase the employee's usefulness on return to the position;
5. for other reasons or circumstances acceptable to the Fire Chief.

B. 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.

C. 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.

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- D. 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.
- E. 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.
- F. 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:

~~Medical Program: Effective following Board approval of this MOU, the District's monthly medical contribution will be set at the PERS minimum contribution level (currently \$119/month and as subsequently adjusted by PERS and/or statute). Concurrently, and going forward, for each participant, the District's maximum further obligation for medical related expenses shall be 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 (currently \$119/month), 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 \$119/month amount defined above 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 shall be capped at the amounts contributed by the District prior to adoption of this MOU. The District assumes no responsibility regarding the tax consequence of any benefit provided under this MOU.~~

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\$133/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:

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<u>Employee +1</u>	<u>\$1,368</u>
<u>Employee + 2 or more</u>	<u>\$1,778</u>

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.

Effective January 1, 2019, the District's maximum obligation for medical related expenses as set forth above shall be increased to the amount of the PERS minimum health contribution plus an additional amount equal to the difference between the PERS minimum health contribution and the following:

<u>Employee Only</u>	<u>\$715</u>
<u>Employee +1</u>	<u>\$1,429</u>
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Employee Only	\$46.68
Employee +1	\$81.00
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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 \$119/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:

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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. 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 can not be recovered by the employee.

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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.

E. 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.

F. 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.

G. 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.

H. 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.

~~I. Vacation Buy Back:~~

~~Battalion Chiefs promoted on or before December 31, 2010 may choose reimbursement for vacation buy back up to a maximum of one hundred and ninety-eight (198) hours per calendar year.~~

~~Battalion Chiefs promoted after December 31, 2010 will not be eligible for Vacation Buy Back.~~

~~Effective July 1, 2014, vacation buy back will no longer be provided.~~

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J.I. Uniform Allowance:

Employees in the rank of Battalion Chief will receive a \$75 ~~\$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.J. 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:

Years of Permanent Continuous Service	Percent of Unused <u>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:

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

C. Salary:

Salary July 1, 2013 through June 30, 2014:

	Monthly	Hourly
Step I	\$11,996	\$47.57
Step II	\$12,596	\$49.95
Step III	\$13,226	\$52.45

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

July 1, 2014	3.5% decrease
July 1, 2015	4.0% increase
July 1, 2016	4.0% increase plus (a) an additional increase equal to the percentage amount by which the District's actual property tax revenues in FY 2014-15 increased by more than 5.9%, if applicable and (b) an additional increase equal to the percentage amount by which the District's actual property tax revenues in FY 2015-16 increased by more than 4.0%, if applicable; however, (c) the sum of (a) and (b) shall not exceed 3.0%.
July 1, 2017	4.0% increase plus an additional increase, not to exceed an additional 3%, equal to the percentage amount by which the District's actual property tax revenues in FY 2016-17 increased by more than 4.0%, if applicable.
June 1, 2018	4.0% increase
<u>July 1, 2018</u>	<u>3.0% increase</u>
<u>July 1, 2019</u>	<u>3.0% increase</u>
<u>July 1, 2020</u>	<u>2.0% increase</u>

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

ATTACHMENT B

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. 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.

F. 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.

ATTACHMENT B

G. ~~District Issued Vehicles:~~

~~Battalion Chiefs will be issued a command vehicle for the purposes of emergency recall, attendance at mandatory meetings, and District business. Battalion Chiefs who reside more than 40 miles from the District's boundary shall pay for fuel from their residence to the point 40 miles from the District's boundary.~~

G. MANAGEMENT RIGHTS (NEW SECTION):

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.

H. ~~Same Level:~~

~~Except as provided herein, in the event that Local 1230 negotiates or is granted by arbitration or a vote of the electorate, any increase in fringe benefits which are greater or in excess of those provided by this MOU, then the District shall provide that same level of interest in fringe benefits to the employees in this bargaining unit. This increase shall be effective on the same date and on the same basis as the fringe benefit in question.~~

H. + 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.

ATTACHMENT B

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

APPROVED AND ACCEPTED:

DATE: _____

FOR THE DISTRICT

FOR THE MOFCOA

Jeff Sloan
Chief Negotiator

Jerry Lee
Chief Negotiator

ATTACHMENT C

MORAGA ORINDA FIRE DISTRICT SALARY SCHEDULE - MONTHLY EFFECTIVE JULY 1, 2018



CLASSIFICATION	STEP	BASE SALARY	FIRE RETIREMENT ALLOTMENT	TOTAL BASE SALARY	HOURLY RATE	OVERTIME RATE	STRIKE TEAM OVERTIME RATE	HOLIDAY PAY PER HOLIDAY	EDUCATIONAL INCENTIVE BACHELOR'S DEGREE	EDUCATIONAL INCENTIVE MASTER'S DEGREE	UNIFORM PAY
BATTALION	3	\$14,796	\$579	\$15,375	\$63.36	\$74.91	\$95.04	\$1,140.48	\$384.38	\$384.38	\$80
CHIEF	2	14,092	551	14,643	60.34	74.91	90.51	1,086.12	366.08	366.08	80
	1	13,419	525	13,944	57.46	74.91	86.19	1,034.28	348.60	348.60	80



Moraga-Orinda Fire District

TO: Board of Directors

FROM: David Winnacker, Fire Chief

DATE: February 20, 2019

SUBJECT: Item 9.2 - Approval of a Memorandum of Understanding between the District and United Clerical, Technical & Specialized Employees AFSCME, Local 2700 for the period July 1, 2018 – June 30, 2021; Approval of Salary Schedule Effective July 1, 2018.

Background

The District and the United Clerical, Technical & Specialized Employees AFSCME, Local 2700 (Local 2700) began contract negotiations in June 2018. The two parties have successfully reached a tentative agreement. Local 2700 ratified the tentative agreement on February 1, 2019.

The MOU for adoption appears at Attachment A, which incorporates the new language as detailed below.

For comparison only, a legislative-text version of the new MOU showing the prior and recommended text appears at Attachment B.

Discussion

The term of the recommended MOU is July 1, 2018 – June 30, 2021. Significant items in the MOU are as follows:

Base Salary

The MOU includes salary increases as follows:

July 1, 2018	3.0% increase
July 1, 2019	3.0% increase
July 1, 2020	2.0% increase

The Salary Schedule (Attachment C) has been updated to reflect the above salary increases.

Health Care Benefits – Active Employees

The MOU provides the following increase to the monthly amounts paid for health insurance effective January 1, 2019:

	Current Monthly Amount	Monthly Amount New MOU	Monthly Increase
Employee only	\$684	\$715	\$31
Employee +1	\$1,368	\$1,429	\$61
Employee +2 or more	\$1,778	\$1,858	\$80

The monthly amount is capped throughout the contract term as detailed above. No increases are included in the MOU for 2020 or 2021.

Health Care Benefits – Retirees

The previous MOU significantly reduced retiree health care benefits for retirees and implemented a reduced second tier for employees hired beginning in 2014. The new MOU continues these reduced levels of retiree health care benefits. Retiree health care premium benefits continue to be capped at 2010 rates throughout the contract. No increases have been provided. All employees hired since 2014 receive only the required minimum amount for retiree health insurance. The capped benefits and reduced second tier help control the District's unfunded liability for retiree health.

Confirmation of Elimination of Stipend-In-Lieu of Medical Benefits Program

The MOU confirms the elimination of the stipend-in-lieu of medical benefits program and pays employees a lump sum of their share of the monies for the period January 1, 2018 through February 28, 2019.

Alternative Work Schedules Eliminated

The MOU eliminates alternative work schedules and reassigns employees to a Monday to Friday, 8:00am to 5:00pm work schedule.

Vacation Buy Back Eliminated

The MOU eliminates vacation buy back effective July 1, 2020.

Management Rights

The MOU adds a management rights section.

Same Level Clause Removed

The MOU removes the Same Level clause.

Dental Insurance

The MOU includes no changes to the District's contribution for dental insurance.

Financial Cost – Fully Burdened

The projected fully burdened cost including retirement costs and payroll taxes of the MOU is as follows:

<u>Description</u>	<u>Projected Additional Annual Cost 2018/19</u>	<u>Projected Additional Annual Cost 2019/20</u>	<u>Projected Additional Annual Cost 2020/21</u>
Salary Increases +3%/3%/2%	\$9,300	\$9,579	\$6,514
Medical Increases \$1,858/\$1,428/\$715	186	186	Ongoing
Stipend-in-Lieu of Medical Benefits payout (one time payout)	23,457	0	0
Total	<u>\$32,943</u>	<u>\$9,765</u>	<u>\$6,514</u>

There are sufficient appropriations in the FY2019 budget for the additional costs.

Recommended Action

Staff recommends the following:

- Approval of the Memorandum of Understanding between the District and the United Clerical, Technical & Specialized Employees AFSCME, Local 2700 for the period July 1, 2018 – June 30, 2021.
- Approval of the Salary Schedule Effective July 1, 2018

Attachments

- Attachment A – Memorandum of Understanding between the District and the United Clerical, Technical & Specialized Employees AFSCME, Local 2700 for the period July 1, 2018 – June 30, 2021 (FINAL VERSION FOR ADOPTION).
- Attachment B – Legislative-text version of Memorandum of Understanding between the District and the United Clerical, Technical & Specialized Employees AFSCME, Local 2700 for the period July 1, 2018 – June 30, 2021
- Attachment C – Salary Schedule Effective July 1, 2018

MEMORANDUM OF UNDERSTANDING

BETWEEN

MORAGA-ORINDA FIRE DISTRICT

AND

**UNITED CLERICAL, TECHNICAL &
SPECIALIZED EMPLOYEES**

AFSCME, LOCAL 2700



JULY 1, 2018 – JUNE 30, 2021

ATTACHMENT A

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**MEMORANDUM OF
UNDERSTANDING BETWEEN
MORAGA-ORINDA FIRE DISTRICT
AND
UNITED CLERICAL, TECHNICAL &
SPECIALIZED EMPLOYEES AFSCME, LOCAL
2700
July 1, 2018 - June 30, 2021**

This Memorandum of Understanding (MOU) has been jointly prepared by the parties.

The Employee Relations Officer (Fire Chief) is the representative of Moraga-Orinda Fire District in employer-employee relations.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees for which the Union is the recognized representative, have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations covering such employees.

This MOU shall be presented to the Moraga-Orinda Fire District Board of Directors, as the governing board of the District, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2018 and ending June 30, 2021.

DEFINITIONS:

Appointing Authority: Fire Chief.

Class Title: The designation given to a class, to each position allocated to the class, and to the employees allocated to the class.

Classification: A group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.

Demotion: The change of a permanent employee to another position in a class allocated to a salary range for which the top step is lower than the top step of the class which the employee formerly occupied.

District: Moraga-Orinda Fire District.

Eligible: Any person whose name is on an employment or reemployment or layoff list for a given class.

Employee: A person who is an incumbent of a position or who is on leave of absence in accordance with provisions of this MOU and whose position is held pending his/her return.

Employment List: A list of persons who have been found qualified for employment in a specific class.

ATTACHMENT A

Fire Chief: The person designated by the Moraga-Orinda Fire District Board of Directors as Fire Chief, or designee if the Fire Chief is indisposed.

Layoff List: A list of persons who have occupied positions allocated to a class and who have been involuntarily separated by layoff or displacement, or demoted by displacement, or have voluntarily demoted in lieu of layoff or displacement.

Administrative and Operational Policies: Formal procedures for issuing and cataloging written policies necessary for the administration and operation of the Fire District.

Permanent Part-Time Position: Any position which will require the services of an incumbent for an indefinite period but on a regularly scheduled less than full time basis.

Permanent Position: Any position which has required, or which will require, the services of an incumbent without interruption, for an indefinite period.

Position: The assigned duties and responsibilities calling for the regular full time or part-time assignments.

Project Employee: An employee who is engaged in a time limited program or service by reason of limited or restricted funding. Such positions are typically funded from outside sources but may be funded from District revenues.

Promotion: The change of a permanent employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied.

Reallocation: The act of reassigning an individual position from one class to another class at the same range of the salary schedule or to a class which is allocated to another range that is within five percent (5%) of the top step, except as otherwise provided for in the personnel policies and regulations, resolutions or other ordinances.

Reclassification: The act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the kind, difficulty or responsibility of duties performed in such position.

Reemployment List: A list of persons, who have occupied positions allocated to any class in the merit system and, who have voluntarily separated and are qualified for consideration for reappointment under the policies and regulations governing reemployment.

Resignation: The voluntary termination of permanent employment with the District.

Temporary Employment: Any employment which will require the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated position or in permanent status.

Union: American Federation of State, County and Municipal Employees (AFSCME) Local 2700.

SECTION 1 - UNION RECOGNITION:

The Union is the formally recognized employee organization for the employees covered by this agreement which consists of the classifications listed below:

ATTACHMENT A

1. District Secretary/District Clerk
2. Accountant
3. Payroll Technician

SECTION 2 - UNION MEMBERSHIP AND DUES DEDUCTION:

2.1 Dues Deduction:

Only a majority representative may have dues deduction and as such the Union has the exclusive privilege of dues deduction for all employees in its units.

Upon certification by the Union, the employer will deduct the appropriate dues from the employee's pay, as established and as may be changed from time to time by the Union, and remit such dues to the Union. Dues shall be deducted from each pay check. Employee requests to cancel or change deductions must be directed to the Union, in writing, rather than the employer.

2.2 Fair Representation:

The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in all classes in the bargaining unit.

2.3 P.E.O.P.L.E.:

- A. Employees in classifications represented by United Clerical, Technical & Specialized Employees, Local 2700, AFSCME may make a voluntary, monetary monthly contribution to P.E.O.P.L.E., said contributions to be deducted from employees' pay by the District and remitted to AFSCME, P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality). The District agrees to remit monthly to AFSCME Council 57, all monies deducted for PEOPLE accompanied by a list of employees for whom such deductions have been made. Such authorization may be invoked or revoked in writing by the employee at any time. Such requests must be directed to the Union rather than the District.
- B. All sums deducted by the District shall be remitted to the AFSCME Council 57 once each month by the 10th calendar day following the payday on which the deductions were made, together with a list of names, mailing addresses and the amount deducted for each employee for whom a deduction was made.
- C. The union shall indemnify, defend, and save the District harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this section, or action taken or not taken by the District under this section. This includes, but is not limited to, the District's attorney's fees and costs. The provisions of this subsection shall not be subject to the grievance procedure.

2.4 Rosters:

- A. The District shall monthly furnish a list of all new hires to the union.

ATTACHMENT A

- B. The District will send to the union a roster of represented employees every 120 calendar days, including name, job title, cell phone, home phone, work phone, work email, home address, and personal email address.

2.5 New Employee Orientation:

Each newly-hired employee, as part of her or his in-person onboarding meeting, will be scheduled to attend without loss in compensation a thirty (30) minute session, conducted by the Union. If the newly-hired employee does not attend the session conducted by the union, there shall be an onsite make-up session during regular hours without loss in compensation.

SECTION 3 - NO DISCRIMINATION:

There shall be no discrimination because of sex, race, color, national origin, ancestry, sex, sexual orientation, gender, gender identity, gender expression, pregnancy, childbirth and/or breastfeeding, medical conditions (including conditions related to pregnancy, childbirth or breastfeeding), genetic information, religion or creed (including religious dress and grooming practices), marital status, military service and/or veteran status, union activities, or any other characteristic protected by state or federal law or local ordinance against any employee or applicant for employment by the District or by anyone employed by the District; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age. There shall be no discrimination against any person solely because of physical or mental disability (actual or perceived), including HIV & AIDS status, unless that disability prevents the person from meeting the minimum standards established for the position or from carrying out the duties of the position safely. There shall be no discrimination because of Union membership or legitimate Union activity against any employee or applicant for employment by the District or anyone employed by the District.

SECTION 4 - SHOP STEWARDS/OFFICIAL REPRESENTATIVES:

4.1 Attendance at Meetings:

Employees designated as shop stewards or official representatives of the Union shall be allowed to attend meetings held by District agencies during regular working hours on District time as follows:

1. if their attendance is required by the District at a specific meeting.
2. if their attendance is sought by a hearing body or presentation of testimony or other reasons;
3. if their attendance is required for a meeting necessary for settlement of grievances filed pursuant to Section 22 (Grievance Procedure) of this MOU and scheduled at reasonable times agreeable to all parties;
4. if they are designated as a shop steward, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance provided the meetings are scheduled at reasonable times agreeable to all parties;
5. if they are designated as spokesperson or representative of the Union and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate party

ATTACHMENT A

calling the meeting is responsible for determining that the attendance of the particular employee(s) is required;

4.2 Union Representatives:

Official representatives of the Union shall be allowed time off on District time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Fire Chief or other management representatives on matters within the scope of representation, provided that advance arrangements for the time away from the work station or assignment are made with the District.

Shop stewards and union officials shall advise, as far in advance as possible, their immediate supervisor, or his/her designee, of their intent to engage in Union business. All requests for release time shall include the location, the estimated time needed and the general nature of the Union business involved (e.g., grievance meeting, Skelly hearing).

SECTION 5 - SALARIES:

5.1 General Wages:

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

July 1, 2018	3.0% Across the Board Wage Increase
July 1, 2019	3.0% Across the Board Wage Increase
July 1, 2020	2.0% Across the Board Wage 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.

5.2 Entrance Salary:

New employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made. However, the appointing authority may fill a particular position at a step above the minimum of the range.

5.3 Continuing Education Incentive:

As of the date of Board adoption of this MOU (7/1/2018 – 6/30/2021), the Continuing Education Incentive provided in this section is eliminated. The two and one-half percent amount provided under this section shall be added to base salary upon Board adoption.

ATTACHMENT A

5.4 Anniversary Dates:

Except as may otherwise be provided for anniversary dates will be set as follows:

- A. New Employees: The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) months service provided however, if an employee began work on the first regularly scheduled workday of the month the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.
- B. Promotions: The anniversary date of a promoted employee is determined as for a new employee in Subsection 5.4.A (New Employees).
- C. Demotions: The demotion date shall become effective the first day of the calendar month after the calendar month when the demotion was effective.
- D. Reallocation and Reclassification: The anniversary date of an employee whose position has been reallocated or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.
- E. Reemployments: The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification and step and who then successfully completes the required probationary period.

5.5 Increments Within Range:

The performance of each employee, except those of employees already at the maximum salary step of the appropriate salary range, shall be reviewed on the anniversary date as set forth in Section 5.4 (Anniversary Dates) to determine whether the salary of the employee shall be advanced to the next higher step in the salary range. Advancement shall be granted on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend denial of the increment or denial subject to one additional review at some specified date before the next anniversary, such date to be set at the time the original report is returned.

Except as herein provided, increments within range shall not be granted more frequently than once a year, nor shall more than one (1) step within-range increment be granted at one time, except as otherwise provided in resolutions. In case an appointing authority recommends denial of the within range increment on some particular anniversary date, but recommends a special salary review at some date before the next anniversary the special salary review shall not affect the regular salary review on the next anniversary date. Nothing herein shall be construed to make the granting of increments mandatory on the District. If it is determined writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

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5.6 Part-Time Compensation:

A part-time employee shall be paid a monthly salary in the same ratio to the full-time monthly rate to which the employee would be entitled as a full-time employee under the provisions of this Section 5 (Salaries) as the number of hours per week in the employee's part-time work schedule bears to the number of hours in the full time work schedule of the District.

5.7 Compensation for Portion of Month:

Any employee who works less than any full calendar month, except when on earned vacation or authorized sick leave, shall receive as compensation for services an amount which is in the same ratio to the established monthly rate as the number of days worked is to the actual working days in such employee's normal work schedule for the particular month; but if the employment is intermittent, compensation shall be on an hourly basis, which is calculated on the number of hours in the month worked plus five percent (5%) above the salary step earned.

5.8 Position Reclassification:

An employee who is an incumbent of a position which is reclassified to a class which is allocated to the same range of the basic salary schedule as is the class of the position before it was reclassified, shall be paid at the same step of the range as the employee received under the previous classification.

An incumbent of a position which is reclassified to a class which is allocated to a lower range of the basic salary schedule shall continue to receive the same salary as before the reclassification, but if such salary is greater than the maximum of the range of the class to which the position has been reclassified, the salary of the incumbent shall be reduced to the maximum salary for the new classification. The salary of an incumbent of a position which is reclassified to a class which is allocated to a range of the basic salary schedule greater than the range of the class of the position before it was reclassified shall be governed by the provisions of Section 5.10 (Salary on Promotion).

5.9 Salary Reallocation & Salary on Reallocation:

- A. In a general salary increase or decrease, an employee in a class which is reallocated to a salary range above or below that to which it was previously allocated, when the number of steps remain the same, shall be compensated at the same step in the new salary range the employee was receiving in the range to which the class was previously allocated. If the reallocation is from one salary range with more steps to a range with fewer steps or vice versa, the employee shall be compensated at the step on the new range which is in the same percentage ratio to the top step of the new range as was the salary received before reallocation to the top step of the old range, but in no case shall any employee be compensated at less than the first step of the range to which the class is allocated.
- B. In the event that a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule, apart from the general salary increase or decrease described in Section 5.9.A above, each incumbent of a position in the reallocated class shall be placed upon the step of the new range which equals the rate of pay received before the reallocation. In the event that the steps in the new

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range do not contain the same rates as the old range, each incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range, or if the new range does not contain a higher step, at the step which is next lower than the salary received in the old range.

- C. In the event an employee is in a position which is reallocated to a different class which is allocated to a salary range the same as, or above or below the salary range of the employee's previous class, the incumbent shall be placed at the step in the new class which equals the rate of pay received before reallocation. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the incumbent shall be placed at the step which is next lower than the salary received in the old range.

5.10 Salary on Promotion:

Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied, except as provided under Section 5.13 (Pay for Work in Higher Classification), shall receive the salary in the new salary range which is next higher than the rate received before promotion. In the event this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided, however, that the next step shall not exceed the maximum salary for the higher class. In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in a decrease in which case the employee is appointed to the next higher step. If however, the employee is being appointed into a class allocated to a higher salary range than the class from which the employee was laid off, the salary will be calculated from the highest step the employee achieved prior to layoff, or from the employee's current step, whichever is higher.

5.11 Salary on Involuntary Demotion:

Any employee who is demoted, except as provided under Section 5.12 (Salary on Voluntary Demotion), shall have his/her salary reduced to the monthly salary step in the range for the class of position to which he/she has been demoted next lower than the salary received before demotion. In the event this decrease is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is five percent (5%) less than the next lower step; provided, however, that the next step shall not be less than the minimum salary for the lower class.

Whenever the demotion is the result of layoff, cancellation of positions or displacement by another employee with greater seniority rights, the salary of the demoted employee shall be that step on the salary range which he/she would have achieved had he/she been continuously in the position to which he/she has been demoted, all within-range increments having been granted.

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5.12 Salary on Voluntary Demotion:

Whenever any employee voluntarily demotes to a position in a class having a salary range lower than that of the class from which he or she demotes, his or her salary shall remain the same if the steps in his or her new (demoted) salary range permit, and if not, the new salary shall be set at the step next below former salary.

5.13 Pay for Work in Higher Classification:

When an employee in a permanent position is required to work in a classification for which the compensation is greater than that to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to Subsection 5.10 (Salary on Promotion) of this Memorandum, commencing on the 73rd consecutive hour in the assignment, under the following conditions:

- A. The employee is assigned to a program, service, or activity established by the Board of Directors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule.
- B. The nature of the District assignment is such that the employee in the lower classification becomes fully responsible for the duties of the position of the higher classification.
- C. Employee selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.
- D. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this MOU.
- E. Higher pay assignments shall not exceed six (6) months except through reauthorization.
- F. If approval is granted for pay for work in a higher classification and the assignment is terminated and later reapproved for the same employee within thirty (30) days, no additional waiting period will be required.
- G. Any incentives and special differentials (e.g., bilingual differential) accruing to the employee in their permanent position shall continue.
- H. During the period of work for higher pay in a higher classification, an employee will retain their permanent classification, and anniversary and salary review dates will be determined by time in that classification; except that if the period of work for higher pay in a higher classification exceeds one year continuous employment, the employee, upon satisfactory performance in the higher classification, shall be eligible for a salary review in that class on the employees next anniversary date. Notwithstanding any other regulations, the salary step placement of employees appointed to the higher class immediately following termination of the assignment, shall remain unchanged.
- I. Allowable overtime pay, shift differential and/or work location differentials will be paid on the basis of the rate of pay for the higher class.

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5.14 Payment:

Employee pay warrants shall be delivered to a work place designated by the District by 8:00 a.m. on the 10th and 25th of each month. Should the 10th or 25th fall on Saturday, or Sunday, or a holiday, pay warrants will be delivered by 8:00 a.m. on the preceding District workday.

5.15 Pay Warrant Errors:

Pay errors found in employee pay shall be corrected as soon as possible as to current pay rate but that no recovery of either overpayments or underpayments to an employee shall be made retroactively except for the two (2) year period immediately preceding discovery of the pay error. This provision shall apply regardless of whether the error was made by the employee, the appointing authority or designee.

Recovery of fraudulently accrued over or underpayments are excluded from this Section for both parties.

When the District notifies an employee of an overpayment and proposed repayment schedule and the employee wishes to meet with the District, a meeting will be held at which time a repayment schedule shall be determined. If requested by the employee, a Union representative may be present at a meeting with management to discuss a repayment schedule in the case of overpayments to the employee.

SECTION 6 - DAYS AND HOURS OF WORK:

The normal work week of District employees is forty (40) hours between 12:01 a.m. Monday to 12:00 midnight Sunday, usually five (5) eight (8) hour days. However, where operational requirements of a department require deviations from the usual pattern of five (5) eight (8) hour days per work week, an employee's work hours may be scheduled to meet these requirements. The District shall prepare written schedules in advance to support all deviations and encompassing the complete operational cycle contemplated.

Elimination of Alternate Work Schedules: Effective upon Board adoption of this MOU, all employees assigned to alternate work schedules shall be reassigned to a Monday to Friday, 8 a.m. to 5 p.m. schedule, with a one (1) hours lunch from either: (a) 11 a.m. to 12 p.m., or (b) 12 p.m. to 1 p.m.

SECTION 7 - OVERTIME AND COMPENSATORY TIME:

7.1 Overtime:

Overtime is time actually worked in excess of forty (40) hours per week; provided that it includes scheduled vacation and holiday time and does not include time on sick leave or any other unscheduled leave of absence. All overtime shall be compensated for at the rate of one and one-half (1-1/2) times the employee's regular rate.

Overtime for permanent employees is earned and paid in a minimum of one-half (1/2) hour increments.

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7.2 Fair Labor Standards Act Provisions:

The Fair Labor Standards Act, as amended, may govern certain terms and conditions of the employment of employees covered by this MOU. It is anticipated that compliance with the Act may require changes in some of the District policies and practices currently in effect or agreed upon. If it is determined by the District that certain working conditions, including but not limited to work schedules, hours of work, method of computing overtime, overtime pay, and compensatory time off entitlements or use, must be changed to conform with the Fair Labor Standards Act, such terms and conditions of employment shall not be controlled by this MOU but shall be subject to modification by the District to conform to the Federal Law without further meeting and conferring. The District shall notify the Union and will meet and confer with said organization regarding the implementation of such modifications.

SECTION 8 - CALL BACK TIME:

Any employee who is called back to duty shall be paid at the appropriate rate for the actual time worked plus one (1) hour. Such employee called back shall be paid a minimum of two (2) hours at the appropriate rate for each call back. This two (2) hour minimum only applies in instances in which an employee is called back to the office for duty during a day off. It does not apply to situations in which employees are held over at the conclusion of their shift, or when an employee is called back and reports to work less than two (2) hours before the beginning of the employee's regular shift.

Employees called outside of their work hours for assistance shall receive a one-half (1/2) hour minimum payment, provided that time on multiple calls on the same day shall be added together, and the 30 minute minimum shall be applied to the total of all calls.

SECTION 9 - SENIORITY, WORK FORCE REDUCTION, LAYOFF & REASSIGNMENT:

9.1 Workforce Reduction:

In the event that funding reductions or shortfalls in funding occur or are expected, which may result in layoffs, the District will notify the union and take the following actions:

1. identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.
2. advise employees in those classifications that position reductions may occur in their classifications.
3. accept voluntary leaves of absence from employees in those classifications, which do not appear to be potentially impacted by possible position reductions when such leaves can be accommodated by the District.
4. consider employee requests to reduce their position hours from full time to part time to alleviate the impact of the potential layoffs.
5. approve requests for reduction in hours, and voluntary demotions to vacant, funded positions in classes not scheduled for layoffs within the District.
6. when it appears to the District that the Board of Directors may take action which will result in the layoff of employees in a representation unit, the District shall notify the

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Union of the possibility of such layoffs and shall meet and confer with it regarding the implementation of the action.

9.2 Separation Through Layoff:

- A. Grounds for Layoff: Any employee(s) having permanent status in position(s) in the merit service may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, lack of funds or for such other reason(s) as the Board of Directors deems sufficient for abolishing the position(s).
- B. Order of Layoff: The order of layoff shall be based on inverse seniority in the class of positions, the employee with least seniority being laid off first and so on.
- C. Layoff By Displacement:
 - 1. In the Same Class: A laid off permanent full-time employee may displace an employee having less seniority in the same class who occupies part-time position, the least senior employee being displaced first.
 - 2. In the Same Level or Lower Class: A laid off or displaced employee who had achieved permanent status in a class at the same or lower salary level as determined by the salary schedule in effect at the time of layoff may displace the class of an employee having less seniority; the least senior employee being displaced first, and so on with senior displaced employees displacing junior employees.
- D. Particular Rules on Displacing:
 - 1. Permanent part-time employees may displace only employees holding permanent positions of the same type respectively.
 - 2. A permanent full-time employee may displace any part-time employee with less seniority 1) in the same class or, 2) in a class of the same or lower salary level if no full-time employee in a class at the same or lower salary level has less seniority than the displacing employees.
 - 3. Former permanent full-time employees who have voluntarily become permanent part-time employees for the purpose of reducing the impact of a proposed layoff with the written approval of the District or designee retain their permanent full-time employee seniority rights for layoff purposes only and may in a later layoff displace a full-time employee with less seniority as provided in these rules.
- E. Seniority: An employee's seniority within a class for layoff and displacement purposes shall be determined by adding the employee's length of service in the particular class in question to the employee's length of service in other classes at the same or higher salary levels as determined by the salary schedule in effect at the time of layoff. Employees reallocated or transferred without examination from one class to another class having a salary within five percent (5%) of the former class, shall carry the seniority accrued in the former class into the new class.

Service for layoff and displacement purposes includes only the employee's last continuous permanent District employment. Periods of separation may not be

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bridged to extend such service unless the separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a permanent position within the period of layoff eligibility.

Approved leaves of absence as provided for in these rules and regulations shall not constitute a period of separation. In the event of ties in seniority rights in the particular class in question, such ties shall be broken by length of last continuous permanent District employment. If there remain ties in seniority rights, such ties shall be broken by counting total time in the District in permanent employment. Any remaining ties shall be broken by random selection among the employees involved.

- F. Eligibility for Layoff List: Whenever any person who has permanent status is laid off, has been displaced, has been demoted by displacement or has voluntarily demoted in lieu of layoff or displacement, or has transferred in lieu of layoff or displacement, the person's name shall be placed on the layoff list for the class of positions from which that person has been removed.
- G. Order of Names on Layoff: First, layoff lists shall contain the names of persons laid off, displaced, or demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement. Names shall be listed in order of layoff seniority in the class from which laid off, displaced, demoted, or transferred on the date of layoff, the most senior person listed first. In case of ties in seniority, the seniority rules shall apply except that where there is a class seniority tie between persons laid off from different departments; the tie(s) shall be broken by length of last continuous permanent District employment with remaining ties broken by random selection among the employees involved.
- H. Duration of Layoff & Reemployment Rights: The name of any person granted reemployment privileges shall continue on the layoff list for a period of two (2) years. Persons placed on layoff lists shall continue on the appropriate list for a period of four (4) years.
- I. Certification of Persons From Layoff Lists: Layoff lists contain the name(s) of person(s) laid off, displaced or demoted by displacement or voluntarily demoted in lieu of layoff or displacement, or transferred in lieu of layoff or displacement. When a request for personnel is received from the appointing authority of a department from which an eligible(s) was laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list from the department. When a request for personnel is received from a department from which an eligible(s) was not laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list who shall be subject to a probationary period. A person employed from a layoff list shall be appointed at the same step of that salary range the employee held on the day of layoff.
- J. Removal of Names From Reemployment & Layoff Lists: The District may remove the name of any eligible from a reemployment or layoff list for any reason listed below:
 - 1. For any cause stipulated in of the policies.
 - 2. On evidence that the eligible cannot be located by postal authorities.
 - 3. On receipt of a statement from the appointing authority or eligible that the eligible declines certification or indicates no further desire for appointment in the class.

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4. If three (3) offers of permanent appointment to the class for which the eligible list was established have been declined by the eligible.
5. If the eligible fails to respond to the District or the appointing authority within ten (10) days to written notice of certification mailed to the person's last known address.

If the person on the reemployment or layoff list is appointed to another position in the same or lower classification, the name of the person shall be removed. However, if the first permanent appointment of a person on a layoff list is to a lower class which has a top step salary lower than the top step of the class from which the person was laid off, the name of the person shall not be removed from the layoff list. Any subsequent appointment of such person from the layoff list shall result in removal of that person's name.

- K. Removal of Names from Reemployment and Layoff Certifications: The District may remove the name of any eligible from a reemployment or layoff certification if the eligible fails to respond within five (5) days to a written notice of certification mailed to the person's last known address.

9.3 Notice:

The District agrees to give employees scheduled for layoff at least ten (10) work days notice prior to their last day of employment.

9.4 Reassignment of Laid Off Employees:

Employees who were displaced within the same classification from full time to part-time status in a layoff, or who voluntarily reduced their work hours to reduce the impact of layoff, or who accepted a position of another status than that from which they were laid off upon referral from the layoff list, may request reassignment back to their pre-layoff status (full time or part-time or increased hours). The request must be in writing in accord with each department's reassignment bid or selection process. Employees will be advised of the reassignment procedure to be followed to obtain reassignment back to their former status at the time of the workforce reduction. The most senior laid off employee in this status who requests such a reassignment will be selected for the vacancy; except when a more senior laid off individual remains on the layoff list and has not been appointed back to the class from which laid off, a referral from the layoff list will be made to fill the vacancy.

SECTION 10 - HOLIDAYS:

10.1 Holidays Observed:

The District will observe the following eleven (11) holidays listed below and such other days as the Board of Directors may by resolution designate as holidays.

- A. January 1st, known as New Year's Day
Third Monday in January known as Dr. M.L. King, Jr. Day
February 12th, known as Lincoln's Birthday
Third Monday in February, known as Washington's Birthday
The last Monday in May, known as Memorial Day
July 4th known as Independence Day

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First Monday in September, known as Labor 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

- B. Personal Holiday Credit: Each employee shall accrue two (2) hours of personal holiday credit per month. Such personal holiday time may be taken in increments of one-tenth hour (6 minutes), and preference of personal holidays shall be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from District service, an employee shall be paid for any unused personal holiday credits at the employee's then current pay rate. Part-time employees shall accrue personal holiday credit on a pro-rated basis.

10.2 Application of Holiday Credit:

The following provisions indicate how holiday credit is to be applied:

- A. Employees on the five (5) day Monday through Friday work schedule shall be entitled to holiday pay whenever a holiday is observed pursuant to the schedule cited above. If a work day falls on a scheduled holiday (other than Monday through Friday) they shall receive overtime pay or equivalent compensatory time credit (Holiday Credit) for working the holiday.
- B. If any holiday listed in 10.1 A. falls on a Saturday, it shall be celebrated on the preceding Friday. If any holiday listed in Section 10.1.A falls on a Sunday, it shall be celebrated on the following Monday.

10.3 Permanent Part-Time Employees:

Permanent part-time employees who work on a holiday shall receive overtime pay or compensatory time credit for all hours worked. They shall not work more hours than normal without approval of their supervisor. Part-time employees shall receive holiday credit in the same ratio to the holiday credit given full time employees as the number of hours per week in the part-time employee's schedule bears to the number of hours in the regular full-time schedule, regardless of whether the holiday falls on the part-time employee's regular work day.

10.4 Accrual of Holiday Time & Credit:

Employees entitled to holiday credit shall be permitted to elect between pay at the overtime rate or compensatory time off in recognition of holidays worked. The following procedures shall apply to this selection:

1. any person who is eligible and who elects to accrue holiday credit must agree to do so for a full fiscal year (July 1 through June 30), or the remainder thereof;
2. employees starting work after a list of those electing to accrue holiday credit has been submitted to the District and approved, will be paid overtime unless they specifically request in writing within seven (7) calendar days to be placed on the holiday credit accrual list;

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3. holiday time shall be accrued at the rate specified above to a maximum of eight (8) hours worked by the employee;
4. accrued holiday credit may not be accumulated in excess of two hundred eighty- eight (288) working hours exclusive of regular vacation accruals. After two hundred eighty-eight (288) hours, holiday time shall be paid at the rates specified above;
5. accrued holiday credit may be taken off at times determined by mutual agreement of the employee and the District;
6. accrued holiday credit shall be paid off only upon a change in status of the employee such as separation, transfer to another department or reassignment to a permanent position.

SECTION 11 - VACATION LEAVE:

11.1 Vacation Allowance:

Employees in permanent positions are entitled to vacation with pay. Accrual is based upon straight time hours of working time per calendar month of service and begins on the date of appointment to a permanent position. Increased accruals begin on the first of the month following the month in which the employee qualifies. Accrual for portions of a month shall be in minimum amounts of one (1) hour calculated on the same basis as for partial month compensation pursuant to Section 5.7 (Compensation for Portion of Month) of this MOU. Vacation credits may be taken in 1/10 hour (6 minute) increments.

11.2 Vacation Leave on Reemployment from a Layoff List:

Employees with six (6) months or more service in a permanent position prior to their layoff, who are employed from a layoff list, shall be considered as having completed six (6) months tenure in a permanent position for the purpose of vacation leave. The appointing authority or designee will advise the District in each case where such vacation is authorized so that appropriate Payroll system override actions can be taken.

11.3 Vacation Accrual Rates

<u>Length of Service</u>	<u>Monthly Accrual Hrs.</u>	<u>Maximum Cumulative Hrs.</u>
Under 5 years	10	240
5 through 14 years	13 2/3	328
15 through 24 years	16 2/3	400
25 through 29 years	20	480
30 years and up	23 1/3	560

11.4 Accrual During Leave Without Pay:

No employee who has been granted a leave without pay or unpaid military leave shall accrue any vacation credit during the time of such leave, nor shall an employee who is absent without pay accrue vacation credit during the absence.

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11.5 Vacation Allowance for Separated Employees:

On separation from District service, an employee shall be paid for any unused vacation credits at the employee's then current hourly pay rate.

11.6 Preference:

Preference of vacation shall be given to employees according to their seniority in their department as reasonably as possible.

11.7 Prorated Accruals:

Employees in permanent part-time positions shall accrue vacation benefits on a prorated basis.

11.8 Vacation Buy Back:

Effective July 1, 2020, vacation buy back will no longer be available.

SECTION 12 - SICK LEAVE:

12.1 Sick Leave Accruals:

Sick leave accrues at the rate of eight (8) working hours credit for each completed month of service. Employees who work a portion of a month, and permanent part-time employees are entitled to a pro rata share of the monthly sick leave credit computed on the same basis as is partial month compensation.

Credits to and charges against sick leave are made in minimum amounts of one-tenth hour (6 minute) increments.

Unused sick leave credits accumulate from year to year.

When an employee is separated other than through retirement, accumulated sick leave credits shall be cancelled, unless the separation results from layoff, in which case the accumulated credits shall be restored if reemployed in a permanent position within the period of lay off eligibility.

As of the date of retirement, an employee's accumulated sick leave is converted to retirement on the basis of one day of retirement service credit for each day of accumulated sick leave credit.

12.2 Policies Governing the Use of Paid Sick Leave:

As indicated above, the primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. The following definitions apply:

- A. Immediate Family: Includes only the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster children, aunt, uncle, cousin, stepbrother, or stepsister

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of an employee and/or includes any other person for whom the employee is the legal guardian or conservator, or any person who is claimed as a "dependent" for IRS reporting purposes by the employee.

- B. Temporary Illness or Injury of an Employee: Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
- C. Permanent Disability Sick Leave: Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any District occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
1. An application for retirement due to disability has been filed with the Retirement Board.
 2. Satisfactory medical evidence of such disability is received by the appointing authority within thirty (30) days of the start of use of sick leave for permanent disability.
 3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.
- D. Sick Leave Utilization for Pregnancy Disability: Employees, whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:
1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.
 2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom the employee shall be required to undergo a physical examination by a physician selected by the District. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
 3. Sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the District with a written statement from her attending physician stating that her disability continues and the

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projected dates of the employee's recovery from such disability.

- E. Medical and Dental Appointments: An employee may use paid sick leave credits:
 - 1. For working time used in keeping medical and dental appointments for the employee's own care; and
 - 2. For working time used by an employee for pre-scheduled medical and dental appointments for an immediate family member.
- F. Emergency Care of Family: An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.
- G. Death of Family Member: An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave, when appropriate, may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.
- H. Legal Adoption of a Child: Paid sick leave credits may be used by an employee upon adoption of the child.
- I. Accumulated paid sick leave credits may not be used in the following situations:
 - 1. Vacation: Paid sick leave credits may not be used for an employee's illness or injury which occurs while the employee is on vacation. The District may authorize it when extenuating circumstances exist and the appointing authority approves.
 - 2. Not in Pay Status: Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

12.3 Administration of Sick Leave:

The proper administration of sick leave is a responsibility of the employee and the District. The following procedures apply:

- A. Employee Responsibilities:
 - 1. Employees are responsible for notifying their District of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include the possible duration of the absence.
 - 2. Employees are responsible for keeping their District informed on a continuing basis of their condition and probable date of return to work.
 - 3. Employees are responsible for notifying their supervisor of the scheduled time of pre-arranged personal or family medical and dental appointments.
- B. District Responsibilities: The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause

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for disciplinary action.

District approval of sick leave is a certification of the legitimacy of the sick leave claim. The District or designee may make reasonable inquiries about employee absences. The District may require medical verification for an absence of three (3) or more working days. The District may also require medical verification for absences of less than three (3) working days for probable cause if the employee had been notified in advance in writing that such verification was necessary.

12.4 Disability:

- A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority after giving notice may place an employee on leave if the appointing authority has filed an application for disability retirement for the employee, or whom the appointing authority believes to be temporarily or permanently physically or mentally incapacitated from the performance of the employee's duties.
- B. An appointing authority who has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the health or safety of the employee, other employees, or the public, or which impair the employee's performance of duty, may order the employee to undergo at District expense and on the employee's paid time, a physical, medical and/or psychiatric examination by a licensed physician and receive a report of the findings on such examination. If the examining physician recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the District in relation to the employee overcoming any disability and/or performing their duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.
- C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The District may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.
- D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two (2) weeks in duration, the appointing authority may order the employee to undergo at District expense a physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as he deems necessary in accordance with appropriate provisions of this MOU.
- E. Before an employee is placed on an unpaid leave of absence or suspended because of physical or mental incapacity under (A) or (B) above, the employee shall be given notice of the proposed leave of absence or suspension by letter or memorandum, delivered personally or by certified mail, containing the following:
 1. a statement of the leave of absence or suspension proposed;

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2. the proposed dates or duration of the leave or suspension which may be indeterminate until a certain physical or mental health condition has been attained by the employee;
 3. a statement of the basis upon which the action is being taken
 4. a statement that the employee may review the materials upon which the action is taken;
 5. a statement that the employee has until a specified date (not less than seven(7) workdays from personal delivery or mailing of the notice) to respond to the appointing authority orally or in writing.
- F. Pending response to the notice the appointing authority for cause specified in writing may place the employee on a temporary leave of absence , with pay.
- G. The employee to whom the notice has been delivered or mailed shall have seven (7) work days to respond to the appointing authority either orally or in writing before the proposed action may be taken.
- H. After having complied with the notice requirements above, the appointing authority may order the leave of absence or suspension in writing stating specifically the basis upon which the action is being taken, delivering the order to the employee either personally or by certified mail, effective either upon personal delivery or deposit in the U.S. Postal Service.
- I. An employee who is placed on leave or suspended under this Section may, within ten (10) calendar days after personal delivery or mailing to the employee of the order, appeal the order in writing through the District to the Board of Directors. Alternatively, the employee may file a written election with the District waiving the employee's right to appeal to the Board in favor of appeal to a Disability Review Arbitrator.
- J. In the event of an appeal either to the Board or the Disability Review Arbitrator, the employee has the burden of proof to show that either:
1. the physical or mental health condition cited by the appointing authority does not exist, or
 2. the physical or mental health condition does exist, but it is not sufficient to prevent, preclude, or impair the employee's performance of duty, or is not sufficient to endanger the health or safety of the employee, other employees, or the public.
- K. If the appeal is to the Board, the order and appeal shall be transmitted by the District to the Board for hearing under the Board's Procedures. Medical reports submitted in evidence in such hearings shall remain confidential information and shall not be a part of the public record.
- L. If the appeal is to a Disability Review Arbitrator, the employee (and his representative) will meet with the District's representative to mutually select the Disability Review Arbitrator, who may be a defacto arbitrator, or a physician, or a rehabilitation specialist, or some other recognized specialist mutually selected by the parties. The arbitrator shall hear and review the evidence. The decision of the Disability Review

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Arbitrator shall be binding on both the District and the employee.

Scope of the Arbitrator's Review:

1. The arbitrator may affirm, modify or revoke the leave of absence or suspension.
2. The arbitrator may make his decision based only on evidence submitted by the District and the employee.
3. The arbitrator may order back pay or paid sick leave credits for any period of leave of absence or suspension if the leave or suspension is found not to be sustainable, subject to the employee's duty to mitigate damages.
4. The arbitrator's fees and expenses shall be paid one-half by the District and one-half by the employee or Union.

12.5 Accrual During Leave Without Pay:

No employee who has been granted a leave without pay or an unpaid military leave shall accrue any sick leave credits during the time of such leave nor shall an employee who is absent without pay accrue sick leave credits during the absence.

12.6 Integration of State Disability Insurance (SDI) Benefits with the District Sick Leave Benefit Program:

Employees eligible for State Disability Insurance benefits and sick leave benefits for any portion of disability shall be required to make applications for both benefits. The State Disability Insurance benefits shall be returned to the District to be credited to the employee's sick leave balance on the following basis:

1. integration with State Disability Insurance is automatic and cannot be waived;
2. the amount credited to the employee's sick leave balance shall be converted to sick leave hours by dividing the amount received from State Disability Insurance by the employee's straight time hourly rate, at the time of payment, as determined by the appropriate salary schedule for the employee's class of employment;
3. if the employee is eligible for State Disability Insurance benefits, application must be made and the benefits returned to the District for sick leave credits so that the principle of integration is completed;
4. in the event an employee is not eligible for sick leave credits from the District, there will be no integration and the employee shall not return State Disability Insurance benefits to the District;
5. in the event an employee receives sick leave benefits for a portion of the disability period, State Disability Insurance benefits must be utilized to restore only those sick leave hours used during the period of disability;
6. restoration of sick leave balances shall be rounded to the nearest one-half (1/2) hour;

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7. in no instance will an employee be allowed to purchase sick leave not accrued;
8. the District will provide separate accounting for the purchased sick leave to insure that State Disability Insurance benefits are not taxable.

12.7 Confidentiality of Information/Records:

Any use of employee medical records will be governed by the Confidentiality of Medical Information Act (Civil Code Sections 56 to 56.26).

SECTION 13 - CATASTROPHIC LEAVE BANK:

Refer to Administrative Policy No. 26.003.

SECTION 14 - STATE DISABILITY INSURANCE (SDI):

SDI payments and eligibility shall be in accordance with State law. Employees eligible for SDI benefits will be required to submit an application for SDI benefits and to have those benefits integrated with the use of their sick leave accruals on the following basis:

14.1 General Provisions:

The California SDI program provides disability benefits beginning on the qualifying day in accordance with SDI provisions. The maximum period of State Disability Insurance payments is up to one year. Determination of SDI payments and eligibility to receive payments is at the sole discretion of the State of California.

Integration means that employees will be required to use sick leave accruals to supplement the difference between the amount of the SDI payment and the employee's base monthly salary. Integration of sick leave with the SDI benefit is automatic and cannot be waived. Integration applies to all SDI benefits paid. For employees off on SDI, the District will make appropriate integration adjustments, including retroactive adjustments if necessary. Employees must inform the District of hospitalization in a timely manner in order for the District to make appropriate integration adjustments.

State Disability Insurance benefit payments will be sent directly to the employees at their home address by the State of California.

When there are insufficient sick leave accruals available to fully supplement the difference between the SDI payment and the employee's base monthly salary, accruals other than sick leave may be used. These accruals may be used only to the extent that total payments do not exceed the employee's base monthly salary.

14.2 Integration:

Permanent part-time, employees, and those full-time employees working modified duty shall have their sick leave integration adjusted accordingly.

14.3 Definition:

"Base Monthly Salary" for purposes of sick leave integration is defined as the salary amount for the employee's step on the salary schedule for the employee's permanent

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classification.

SECTION 15 - WORKERS' COMPENSATION:

A permanent non-safety employee shall receive eighty-seven percent (87%) of regular monthly salary for all accepted claims filed with the District.

- A. Continuing Pay: Continuing pay begins at the same time that temporary Workers' Compensation starts and continues until the temporary disability ends, or until one (1) year has expired, whichever comes first. All continuing pay under the Workers' Compensation Program will be cleared through the District.

Whenever an employee who has been injured on the job and has returned to work is required by a physician as part of the Workers Compensation process and approved by the Workers Compensation administrator for treatment for the work-related injury during working hours, the employee shall be allowed up to a three (3) hour absence for such treatment without loss of pay or benefits. This provision applies only to injuries that have been accepted by the District as a job connected injury.

- B. Full Pay Beyond One Year: If an injured employee remains eligible for temporary disability beyond one (1) year, the employee's applicable salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits. If salary integration is no longer available, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.
- C. Rehabilitation Integration: An injured employee who is eligible for Workers' Compensation Rehabilitation Temporary Disability benefits and whose disability is medically permanent and stationary will continue to receive their applicable salary by integrating sick leave and/or vacation accruals with Workers' Compensation Rehabilitation Temporary Disability benefits until those accruals are exhausted. Thereafter, the Rehabilitation Temporary Disability benefits will be paid directly to the employee.
- D. Health Insurance: The District contribution to the employee's group insurance plan(s) continues during the continuing pay period and during integration of sick leave or vacation with Workers' Compensation benefits.

SECTION 16 - LEAVE OF ABSENCE:

16.1 Leave Without Pay:

Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority; provided, however, that leaves for pregnancy, pregnancy disability, serious health conditions, and family care shall be granted in accordance with applicable State and Federal law.

16.2 General Administration - Leaves of Absence:

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.

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- A. Leave without pay may be granted for any of the following reasons:
1. illness or disability;
 2. pregnancy;
 3. parental;
 4. to take a course of study such as will increase the employee's usefulness on return to the position.
 5. for other reasons or circumstances acceptable to the appointing authority.
- B. 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.
- C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority 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.
- D. 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 in accordance with Section 16.4 (Family Care Leave or Medical Leave) below.
- E. 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 appointing authority in writing at least fifteen (15) days in advance of the proposed return. Early return is subject to prior approval by the appointing authority. The District shall be notified promptly of such return.
- F. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, disability, or serious health condition, the decision of the appointing authority on granting or denying leave or early return from leave shall be subject to appeal to the District and not subject to appeal through the grievance procedure set forth in this MOU.

16.3 Military Leave:

Refer to Board Resolution No. 03-04

16.4 Family Care Leave or Medical Leave:

The Fire District shall comply with all State and Federal laws pertaining to family and medical leave.

16.5 Certification:

The employee may be asked to provide certification of the need for family care leave or

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medical leave. Additional period(s) of family care or medical leave may be granted by the appointing authority.

16.6 Intermittent Use of Leave:

The eighteen (18) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The eighteen (18) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 16.11 (Leave Without Pay - Use of Accruals) below. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the eighteen (18) week entitlement.

16.7 Aggregate Use for Spouses:

In the situation where husband and wife are both employed by the District, the family care of medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of eighteen (18) weeks during each calendar year period. Employees requesting family care leave are required to advise the appointing authority when their spouse is also employed by the District.

16.8 Definitions:

For medical and family care leaves of absence under this Section, the following definitions apply:

1. Child: A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.
2. Parent: A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.
3. Spouse: A partner in marriage as defined in California Civil Code Section 4100.
4. Domestic Partner: An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.
5. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by state and federal law.
6. Certification for Family Care Leave: A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:
 - a. the date, if known, on which the serious health condition commenced,

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- b. the probable duration of the condition;
 - c. an estimate of the amount of time which the employee needs to render care or supervision;
 - d. a statement that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision;
 - e. if for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.
7. Certification for Family Medical Leave: A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:
- a. the date, if known, on which the serious health condition commenced;
 - b. the probable duration of the condition;
 - c. a statement that the employee is unable to perform the functions of the employee's job;
 - d. if for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.
8. Comparable Positions: A position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave. Ordinarily, the job assignment will be the same duties in the same program area located in the same city, although specific clients, caseload, co-workers, supervisor(s), or other staffing may have changed during an employee's leave.

16.9 Pregnancy Disability Leave:

Insofar as pregnancy disability leave is used under Section 12.2.D (Sick Leave Utilization for Pregnancy Disability), that time will not be considered a part of the eighteen (18) week family care leave period.

16.10 Group Health Plan Coverage:

Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the District contribution by maintaining their employment in pay status as described in Section 13 (Catastrophic Leave Bank). During the eighteen (18) weeks of an approved medical or family care leave under Section 16.4 (Family Care Leave or Medical Leave) above, the District will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 16.11 (Leave Without Use of Accruals). In order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage,

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either through payroll deduction or by paying the District directly.

16.11 Leave Without Pay - Use of Accruals:

- A. All Leaves of Absence: During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 12.2 (Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by LTD Benefit Coordination or SDI/Sick Leave Integration or as provided in the Sections below.
- B. Family Care or Medical Leave: During the eighteen (18) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be required to use at least 0.1 hour of sick leave, if so entitled under 12.2 (Policies Governing the Use of Paid Sick Leave), vacation floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A. above.
- C. Leave of Absence /Long Term Disability (LTD) Benefit Coordination: An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in Section B herein during the eighteen (18) weeks entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) weeks entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection A. herein.
- D. Sick leave accruals may not be used during any leave of absence, except as allowed under 12.2 (Policies Governing the Use of Paid Sick Leave).

16.12 Leave of Absence Replacement and Reinstatement:

Any permanent employee who requests reinstatement to the classification held by the employee in the same District at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and District and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of a permanent employee, the provisions of Section 9 (Seniority, Workforce Reduction, Layoff & Reassignment) shall apply.

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16.13 Reinstatement From Family Care Medical Leave:

In the case of a family care or medical leave, an employee on a 5/40 schedule shall be reinstated to the same or comparable position if the return to work is after no more than ninety (90) work days of leave from the initial date of a continuous leave, including use of accruals, or within the equivalent on an alternate work schedule. A full time employee taking reduced work schedule leave shall be reinstated to the same or comparable position if the return to work on a full schedule is after no more than 720 hours, including use of accruals, of intermittent or reduced schedule leave. At the time the original leave is approved, the appointing authority shall notify the employee in writing of the final date to return to work, or the maximum number of hours of leave, in order to guarantee reinstatement to the same or comparable position. An employee on a schedule other than 5/40 shall have the time frame for reinstatement to the same or comparable position adjusted on a pro rata basis.

16.14 Salary Review While on Leave of Absence:

The salary of an employee who is on leave of absence from a District position on any anniversary date and who has not been absent from the position on leave without pay more than six (6) months during the preceding year, shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.

16.15 Unauthorized Absence:

An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or canceled by the appointing authority, or at the expiration of a leave, shall be without pay. Such absence may also be grounds for disciplinary action.

16.16 Non-Exclusivity:

Other MOU language on this subject, not in conflict with this MOU, shall remain in effect.

SECTION 17 - JURY DUTY AND WITNESS DUTY:

17.1 Jury Duty:

For purposes of this Section, jury duty shall be defined as any time an employee is obligated to report to the court.

- A. When called for jury duty, District employees, like other citizens, are expected to discharge their jury duty responsibilities.
- B. Employees shall advise the District as soon as possible if scheduled to appear for jury duty.
- C. If summoned for jury duty in a Municipal, Superior, or Federal Court, or a Coroner's jury, employees may remain in their regular District pay status, or they may take paid leave (vacation, floating holiday, etc.) or leave without pay and retain all fees and expenses paid to them.

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- D. When an employee is summoned for jury duty selection or is selected as a juror in a Municipal, Superior or Federal Court, employees may remain in a regular pay status if they waive all fees (other than mileage), regardless of shift assignment and the following shall apply:
1. If an employee elects to remain in a regular pay status and waive or surrender all fees (other than mileage), the employee shall obtain from the Clerk or Jury Commissioner a certificate indicating the days attended and noting that fees other than mileage are waived or surrendered. The employee shall furnish the certificate to his District where it will be retained as a District record. No "Absence/Overtime Record" is required.
 2. An employee who elects to retain all fees must take leave (vacation, floating holiday, etc.) or leave without pay. No court certificate is required but an "Absence/Overtime Record" must be submitted to the District Personnel Technician.
- E. Employees are not permitted to engage in any employment regardless of shift assignment or occupation before or after daily jury service that would affect their ability to properly serve as jurors.
- F. An employee on short notice standby to report to court, whose job duties make short notice response impossible or impractical, shall be given alternate work assignments for those days to enable them to respond to the court on short notice.
- G. When an employee is required to serve on jury duty, the District will adjust that employee's work schedule to coincide with a Monday to Friday schedule for the remainder of their service, unless the employee requests otherwise.

17.2 Witness Duty:

Employees called upon as a witness or an expert witness in a case arising in the course of their work may remain in their regular pay status and turn over to the District all fees and expenses paid to them, other than mileage allowance, or they may take vacation leave or leave without pay and retain all fees and expenses.

Employees called to serve as witnesses in private cases or personal matters (e.g., accident suits and family relations) shall take vacation leave or leave without pay and retain all witness fees paid to them.

Retention or waiver of fees shall be governed by the same provisions as apply to jury duty as set forth in Section 17.1 (Jury Duty) of this MOU. Employees shall advise the District as soon as possible if scheduled to appear for witness duty.

SECTION 18 - HEALTH & WELFARE AND DENTAL CARE:

18.1 Medical Rates and Confirmation of Elimination of In-Lieu Health Benefits Payments

- A. Immediately prior to Board adoption of this MOU, the District's monthly medical contribution for unit members was set at the PERS minimum contribution level (currently \$133/month and as subsequently adjusted by PERS and/or statute). The District's maximum further obligation for medical related expenses was the difference between the PERS minimum health contribution and the following:

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Employee Only	\$684
Employee +1	\$1,368
Employee + 2 or more	\$1,778

- B. Effective January 1, 2019, the District's maximum obligation for medical related expenses as set forth above shall be increased to the amount of the PERS minimum health contribution plus an additional amount equal to the difference between the PERS minimum health contribution and the following:

Employee Only	\$715
Employee +1	\$1,429
Employee + 2 or more	\$1,858

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.

- C. Elimination of Stipend In-Lieu of Medical Benefits Program

The stipend in lieu of medical benefits program as originally established by means of Board Resolution No. 10-13, was eliminated effective January 1, 2018.

Pursuant to Board Resolution No. 17-18, the District set aside and preserved, on a monthly basis, monetary amounts equal to those previously paid into 457(B) deferred compensation accounts for employees participating in the program as of December 31, 2017. The District shall pay to such employees a lump sum reflecting their share of these monies for the period January 1, 2018 through February 28, 2019.

18.2 Dental Rates:

Effective the beginning of the month after the Board of Directors ratifies the new MOU, the District's maximum obligation toward dental premiums shall be the following for the term of the MOU:

Employee only	\$51.20/month
Employee +1	\$90.12/month
Employee +2 or more	\$136.35/month

18.3 Medicare Rates:

Corresponding Medicare rates for employees covered under this MOU shall be as follows; for Employee Only on Medicare by taking the Employee Only rate for the option selected and subtracting the monthly Part B Medicare premium withheld from Social Security payments for one enrollee; for Employee and Dependent(s) with one member on Medicare by taking the Employee and Dependent(s) rate for the option selected and subtracting the monthly Part B Medicare premium withheld from Social Security payments for one enrollee; for Employee and Dependent(s) with two members on Medicare by taking the Employee and Dependent(s) rate for the option selected and

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subtracting the monthly Part B Medicare premium withheld from Social Security payments for two enrollees.

18.4 Partial Month:

The District's contribution to the Health Plan premium is payable for any month in which the employee is paid. If an employee is not paid enough compensation in a month to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the District. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan. An employee is thus covered by the health plan for the month in which compensation is paid.

18.5 Coverage During Absences:

An employee on approved leave shall be allowed to continue their health plan coverage at the District group rate for twelve (12) months provided that the employee shall pay the entire premium for the Health Plan during said leave.

An employee on leave in excess of twelve (12) months may continue health plan coverage by converting to an individual health plan option (if available) or continuing group coverage subject to the provisions of the Consolidated Omnibus Budget Reduction Act (COBRA) provided the employee pays the entire cost of coverage, plus any administrative fees, for the option selected. The entire cost of coverage shall be paid at a place and time specified by the District. Late payment may result in cancellation of health plan coverage with no reinstatement allowed.

An employee who terminates District employment may convert to individual health plan coverage, if available, or may continue District group health plan coverage to the extent provided under COBRA by making premium payments to the District at a time and place specified by the District.

18.6 Retirement Coverage:

Employees hired prior to July 1, 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

\$119/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	\$575.44
Employee +1	\$1,150.85
Employee + 2 or more	\$1,496.11

and the PERS minimum health contribution paid to active employees.

Employees hired on or after July 1, 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 in 18.1 above (currently \$119/month).

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

18.7 Dual Coverage:

If a husband and wife both work for the District and one of them is laid off, the remaining eligible shall be allowed to enroll or transfer into the health coverage combination of his/her choice.

An eligible employee who is no longer covered for medical or dental coverage through a spouse's coverage shall be allowed to enroll or transfer into the health coverage combination of his/her choice within thirty (30) days of the date coverage is no longer afforded under the spouse's plan.

18.8 Health Care Spending Account:

The District will offer regular full-time and part-time (20/40 or greater) District employees the option to participate in a Health Care Spending Account (HCSA) Program designed 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.

18.9 CalPERS Long Term Care:

The District proposes to deduct and remit monthly premium and eligible lists to the CalPERS Long Term Care Administrator, at no District administrative cost, for District employees who are eligible and voluntarily elect to purchase long term care through the CalPERS Long Term Care Program. This provision only applies if it is consistent with CalPERS regulations.

The District further agrees that District employees interested in purchasing CalPERS Long Term Care may participate in meetings scheduled by CalPERS Long Term Care in District facilities during non-work hours. (e.g. coffee breaks, lunch hour).

18.10 Deferred Retirement:

Effective two months following an approved agreement, employees who resign and file for a deferred retirement may continue in their District group health and dental plan; the following conditions and limitations apply:

- A. Life insurance coverage is not included.
- B. To be eligible to continue health and dental coverage, the employee must:
 - 1. be qualified for a deferred retirement under the 1937 Retirement Act provisions.
 - 2. be an active member of a District group health and/or dental plan at the time of filing their deferred retirement application and elect to continue health benefits.

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3. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of their application for deferred retirement.
 4. file an election to defer retirement and to continue health benefits hereunder with the District Benefits Division within thirty (30) days before their separation from District service.
- C. Deferred retirees who elect continued health benefits hereunder may maintain continuous membership in their District health and/or dental plan group during the period of deferred retirement at their full personal expense, by paying the full premium for their health and dental coverage on or before the 11th of each month to the District. When they begin to receive retirement benefits, they will qualify for the same health and/or dental plan coverage and District subvention to which retirees who did not defer retirement are entitled.
- D. Deferred retirees who elect continued health benefits hereunder may elect not to maintain participation in their District health and/or dental plan during their deferred retirement period; and may instead qualify for the same coverage and District subvention in any District health and/or dental plan when they begin to receive retirement benefits as retirees who did not defer retirement are entitled; provided reinstatement to a District group health and/or dental plan with District subvention occurs no sooner than the first of the month following a full three (3) calendar month waiting period after the commencement of their monthly allowance.
- E. Eligibility for District subvention will not exist hereunder unless and until the member draws a monthly retirement allowance within not more than twenty-four (24) months after separation from District service.
- F. Deferred retirees are required to meet the same eligibility provisions for health/dental plans as active/retired employees.

SECTION 19 - PROBATIONARY PERIOD:

19.1 Duration:

All appointments from officially promulgated employment lists for original entrance or promotion shall be subject to a probationary period. This period shall be from six (6) months to two (2) years' duration.

19.2 Revised Probationary Period:

When the probationary period for a class is changed, only new appointees to positions in the classification shall be subject to the revised probationary period.

19.3 Criteria:

The probationary period shall date from the time of appointment to a permanent position after certification from an eligible list. It shall not include time served under provisional appointment or under appointment to limited term positions or any period of continuous leave of absence without pay or period of work connected disability exceeding fifteen (15) calendar days.

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19.4 Rejection During Probation:

An employee who is rejected during the probation period and restored to the eligible list shall begin a new probationary period if subsequently certified and appointed.

- A. Appeal From Rejection: Notwithstanding any other provisions of this Section, an employee (probationer) shall have the right to appeal from any rejection during the probationary period based on political activity, religion or creed (including religious dress or grooming practices), union activities, ancestry, race, color, national origin, marital status, military service or veteran status, sex or gender (including pregnancy, childbirth or breastfeeding sexual orientation, gender or gender expression, age (to the extent prohibited by applicable State or Federal law), actual or perceived physical or mental disability (including HIV and AIDS status), medical condition, or genetic information.
- B. The appeal must be written, must be signed by the employee and set forth the grounds and facts by which it is claimed that grounds for appeal exist under Subsection A and must be filed through the District to the Board of Directors by 5:00p.m. on the seventh (7th) calendar day after the date of delivery to the employee of notice of rejection.
- C. The Board shall consider the appeal, and if it finds probable cause to believe that the rejection may have been based on grounds prohibited in Subsection A, it may refer the matter to a Hearing Officer for hearing, recommended findings of fact, conclusions of law and decision, pursuant to the relevant provisions of the Board rules in which proceedings the rejected probationer has the burden of proof.
- D. If the Board finds no probable cause for a hearing, it shall deny the appeal. If, after hearing, the Board upholds the appeal, it shall direct that the appellant be reinstated in the position and the appellant shall begin a new probationary period unless the Board specifically reinstates the former period.

19.5 Regular Appointment:

The regular appointment of a probationary employee shall begin on the day following the end of the probationary period, subject to the condition that the District receive from the appointing authority a statement in writing that the services of the employee during the probationary period were satisfactory and that the employee is recommended for permanent appointment. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this MOU, without notice and without right of appeal or hearing except as provided in Section 19.4.A (Rejection During Probation). If the appointing authority has not returned the probation report, a probationary employee may be rejected from the service within a reasonable time after the probation period for failure to pass probation. The appointing authority shall attempt to give a probationary employee five (5) days notice of said rejection. If the appointing authority fails to submit in a timely manner the proper written documents certifying that a probationary employee has served in a satisfactory manner and later acknowledges it was his or her intention to do so, the regular appointment shall begin on the day following the end of the probationary period.

Notwithstanding any other provisions of the MOU, an employee rejected during the probation period from a position in which the employee had been promoted or transferred from an

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eligible list, shall be restored to a position in the department from which the employee was promoted.

A probationary employee who has been rejected or has resigned during probation shall not be restored to the eligible list from which the employee was certified unless the employee receives the affirmative recommendation from the appointing authority and is certified by the District whose decision is final. The District shall not certify the name of a person restored to the eligible list to the same appointing authority by whom the person was rejected from the same eligible list, unless such certification is requested in writing by the appointing authority.

19.6 Layoff During Probation:

An employee, who is laid off during probation, if reemployed in the same class, shall be required to complete only the balance of the required probation.

If reemployed in another classification, the employee shall serve a full probationary period.

19.7 Rejection During Probation of Layoff Employee:

An employee who has achieved permanent status in the class before layoff and who subsequently is appointed from the layoff list and then rejected during the probation period shall be automatically restored to the layoff list, unless discharged for cause, if the person is within the period of layoff eligibility. The employee shall begin a new probation period if subsequently certified and appointed in a different classification than that from which the employee was laid off.

SECTION 20 - RESIGNATIONS:

An employee's voluntary termination of service is a resignation. Written resignations shall be forwarded to the Board of Directors by the appointing authority immediately on receipt, and shall indicate the effective date of termination. Oral resignation shall be immediately confirmed by the Fire Chief in writing to the employee and shall indicate the effective date of termination.

20.1 Resignation in Good Standing:

A resignation giving the appointing authority written notice at least two (2) weeks in advance of the last date of service (unless the appointing authority requires a longer period of notice, or consents to the employee's terminating on shorter notice) is a resignation in good standing.

20.2 Constructive Resignation:

A constructive resignation occurs and is effective when:

1. An employee has been absent from duty for five (5) consecutive working days without leave and
2. five (5) more consecutive working days have elapsed without response by employee after the mailing of a notice of resignation by the appointing authority to the employee at the employee's last known address.

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20.3 Effective Resignation:

A resignation is effective when delivered or spoken to the appointing authority, operative either on that date or another date specified.

20.4 Revocation:

A resignation that is effective is revocable only by written concurrence of the employee and the appointing authority.

20.5 Coerced Resignations:

- A. Time Limit: A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its expiration, by serving written notice on the District and a copy on the appointing authority.
- B. Reinstatement: If the appointing authority acknowledges that the employee could have believed that the resignation was coerced, it shall be revoked and the employee returned to duty effective on the day following the appointing authority's acknowledgment without loss of seniority or pay.
- C. Contest: Unless, within seven (7) days of the receipt of the notice, the appointing authority acknowledges that the resignation could have been believed to be coerced, this question should be handled as an appeal to the Board. In the alternative, the employee may file a written election with the District waiving the employee's right of appeal to the Board in favor of the employee's appeal rights under the grievance procedure contained in Section 22 (Grievance Procedure) of the MOU beginning with Step 3.
- D. Disposition: If a final decision is rendered that determines that the resignation was coerced, the resignation shall be deemed revoked and the employee returned to duty effective on the day following the decision but without loss of seniority or pay, subject to the employee's duty to mitigate damages.

SECTION 21 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION:

21.1 Sufficient Cause for Action:

The appointing authority may dismiss, suspend, temporarily reduce pay, or demote, any employee for cause. A temporary reduction in pay is not to exceed more than five percent (5%) for a period of up to three (3) months. The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions and dismissal, suspension, temporary reduction in pay, or demotion may be based on reasons other than those specifically mentioned:

1. absence without leave,
2. conviction of any criminal act involving moral turpitude,
3. conduct tending to bring the District into disrepute,

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4. disorderly or immoral conduct,
5. incompetence or inefficiency,
6. insubordination,
7. being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on District premises,
8. neglect of duty, i.e. non-performance of assigned responsibilities,
9. negligent or willful damage to public property or waste of public supplies or equipment,
10. violation of any lawful or reasonable regulation or order given by a supervisor or District,
11. willful violation of any of the provisions of the policies or regulations,
12. material and intentional misrepresentation or concealment of any fact in connection with obtaining employment,
13. misappropriation of District funds or property,
14. unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this MOU,
15. dishonesty or theft,
16. excessive or unexcused absenteeism and/or tardiness,
17. sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

21.2 Skelly Requirements:

Notice of Proposed Action (Skelly Notice). Before taking a disciplinary action to dismiss, suspend for more than five (5) work days (four (4) work days for employees on 4-10 work week), temporarily reduce the pay of or demote an employee, the appointing authority shall cause to be served personally or by certified mail on the employee, a Notice of Proposed Action, which shall contain the following:

1. Statement of the action proposed to be taken.
2. A copy of the charges, including the acts or omissions and grounds upon which the action is based. If the employee so requests in writing, a copy of any written disciplinary action affecting an employee shall be furnished to the Union
3. If it is claimed that the employee has violated a rule or regulation of the District a copy of said rule shall be included with the notice.

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4. A statement that the employee may review and request copies of materials upon which the proposed action is based.
5. A statement that the employee has seven (7) calendar days to respond to the appointing authority either orally or in writing.

21.3 Employee Response:

The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the appointing authority either orally or in writing before the proposed action may be taken. Upon request of the employee and for good cause, the appointing authority may extend in writing the period to respond. If the employee's response is not filed within seven (7) days or during any extension, the right to respond is lost.

21.4 Leave Pending Employee Response:

Pending response to a Notice of Proposed Action within the first seven (7) days or extension thereof, the appointing authority for cause specified in writing may place the employee on temporary leave of absence, with pay.

21.5 Length of Suspension:

Suspensions without pay shall not exceed thirty (30) days unless ordered by an arbitrator, an adjustment board or the Board of Directors.

21.6 Procedure on Dismissal, Suspension, Temporary Reduction in Pay or Disciplinary Demotion:

- A. In any disciplinary action to dismiss, suspend, temporarily reduce pay, or demote an employee having permanent status in a position, after having complied with the Skelly requirements where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.
- B. Service of Order: Said order of dismissal, suspension, temporary reduction of pay, or demotion shall be filed with the District, showing by whom and the date a copy was served upon the employee to be dismissed, suspended or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the US Postal Service.
- C. Employee Appeals from Order: The employee may appeal an order of dismissal, suspension, temporary reduction in pay, or demotion through the procedures of Section 22 (Grievance Procedure) of this MOU provided such appeal is filed with the Fire Chief within five (5) calendar days after service of said order.

21.7 Weingarten:

In accordance with applicable law, an employee is entitled to have a union representative present at an investigatory interview with the employee's supervisor when the employee reasonably believes that disciplinary action might result. It is the responsibility of the employee to request the presence of a union representative, and when such a request is

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made by the employee, the investigatory interview shall be temporarily recessed for a reasonable period of time until a union representative can be present.

SECTION 22 - GRIEVANCE PROCEDURE:

22.1 Definition and Procedural Steps:

A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU 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. The Union may represent the grievant at any stage of the process. Grievances must be filed within thirty (30) days of the incident or occurrence about which the claims to have a grievance and shall be processed in the following manner:

Step 1 Any employee or group of employees who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the grievant's immediate supervisor, who shall meet with the grievant within five (5) days of receipt of a written request to hold such meeting.

Step 2 If a grievance is not satisfactorily resolved in Step 1 above, the grievant may submit the grievance in writing within ten (10) workdays to such management official as the District may designate. This formal written grievance shall state which provision of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected him or her to his or her detriment, and the redress he or she seeks. A copy of each written communication on a grievance shall be filed with the District. The District or his or her designee shall have ten (10) work days in which to respond to the grievance in writing.

Step 3 If a grievance is not satisfactorily resolved in Step 2 above, the grievant may appeal in writing within ten (10) workdays to the District. The District or his or her designee shall have twenty (20) work days in which to investigate the merit of the complaint and to meet with the District and the grievant and attempt to settle the grievance.

Step 4 No grievance may be processed under this Section, which has not first been filed and investigated in accordance with Step 3 above and filed within ten (10) workdays of the written response of the District or his/her designee. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this MOU, such grievance shall be submitted in writing to an Adjustment Board comprised of three (3) Union representatives, no more than two (2) of whom shall be either an employee of the District or an elected or appointed official of the Union presenting this grievance, and three (3) representatives of the District, no more than two (2) of whom shall be either an employee of the District or a member of the staff of an organization employed to represent the District in the meeting and conferring process. Where the parties agree, the Adjustment Board may be comprised of two (2) Union representatives and two (2) District representatives. The Adjustment Board shall meet within twenty (20) workdays of receipt of the written request. If the District fails to meet the time limits specified in Step 4 and the grievant demands in writing that an Adjustment Board be convened, the

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District will convene an Adjustment Board within ten (10) work days or the grievance will move to arbitration upon demand.

Step 5 If an Adjustment Board is unable to arrive at a majority decision, either the grievant (or the District, when alleging a violation of Section 22.6 below) may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the grievant and the District. Such request shall be submitted within twenty (20) workdays of the rendering of the Adjustment Board decision. Within twenty (20) days of the request for arbitration the parties shall mutually select an arbitrator who shall render a decision within thirty (30) workdays from the date of final submission of the grievance including receipt of the court reporter's transcript and post-hearing briefs, if any. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the grievant and the District. Each party, however, shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

22.2 Scope of Adjustment Board & Arbitration Decisions:

- A. 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 law.
- B. 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 the Union which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in Subsection 22.1 (Definition and Procedural Steps).
- C. Proposals to add to or change this MOU or to change written agreements supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this MOU or written agreements supplementary hereto or to establish any new terms or conditions of employment.
- D. If the District in pursuance of the procedures outlined in Subsection 22.1, Step 3, or the Adjustment Board in pursuance of the provisions of Subsection 22.1, Step 4 resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.
- E. No change in this MOU or interpretations thereof (except interpretations resulting from Adjustment Boards or arbitration proceedings hereunder) will be recognized unless agreed to by the District and the Union.

22.3 Time Limits:

The time limits specified above may be waived by mutual agreement of the parties to the grievance. If the District fails to meet the time limits specified in Steps 1 through 3 above, the grievance will automatically move to the next step. If a grievant fails to meet the time limits specified in Steps 1 through 3 above, the grievance will be deemed to have been settled and withdrawn.

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22.4 Union Notification:

An official, with whom a formal grievance is filed by a grievant who is included in a unit represented by the Union, shall give the Union a copy of the formal presentation.

22.5 Compensation Complaints:

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the District. Only complaints which allege that employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process, if not detailed in the MOU which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than two (2) years from the date upon which the complaint was filed.

22.6 Strike/Work Stoppage:

During the term of this MOU, the Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sickout, or refusal to perform customary duties.

In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises his or her supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of his or her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

22.7 Filing by Union:

The Union may file a grievance at Step 3 on behalf of affected employees when action by the District violates a provision of this MOU.

22.8 Disputes Over Existence of Grievance:

Disputes over whether a grievance exists as defined in Section 22.1 (Definition and Procedural Steps) shall be resolved through the grievance procedure.

SECTION 23 - BILINGUAL PAY:

A salary differential of sixty-fifty dollars (\$65.00) per month shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and District. Said differential shall be prorated for employees working less than full time. Designation of positions for which bilingual proficiency is required is the sole prerogative of the District. The Union shall be notified when such designations are made.

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SECTION 24 - RETIREMENT:

24.1 Contribution:

Employees shall be responsible for payment of the employees' contribution for the retirement cost of living program as determined by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the District paying any part of the employee's share.

The employee will pay 100% of the employee's contribution as part of the 414(h) 2.

24.2 2% at Age 55:

Effective July 1, 2002 the current retirement formula for miscellaneous employees (for retirement plan purposes) shall be replaced with a formula commonly called 2% at 55. Contribution rates shall be as defined under the signed County Coalition Agreement, dated January 17, 2002.

24.3 Exploration of CCCERA to CalPERS:

Employees agree to participate in the exploration, development, and implementation of changing retirement systems from Contra Costa County Employees Retirement Association (CCCERA) to the California Public Employees Retirement System (CalPERS) should the District and its employees vote to do so. This agreement is contingent upon each member of Local 2700 being made "whole" and there is no "negative" impact to the employee in the change, that is, they are afforded a plan (2.7% @ 55) in CalPERS that is equal in final retirement benefit level as that of which they would have received in CCCERA.

SECTION 25 - REIMBURSEMENT:

25.1 Training Reimbursement:

The District Policy on Training shall govern reimbursement for training and shall limit reimbursement for career development training to two hundred seventeen dollars (\$217) per semester or one hundred sixty-two dollars and fifty cents (\$162.50) per quarter, not to exceed six hundred fifty dollars (\$650) per year, except as otherwise provided in the supplemental sections of this MOU. Reimbursement under the above limits for the cost of books for career development training shall be allowable.

25.2 Personal Property Reimbursement:

The loss or damage to personal property of employees is subject to reimbursement under the following conditions:

- A. The loss or damage must result from an event which is not normally encountered or anticipated on the job and which is not subject to the control of the employee.
- B. Ordinary wear and tear of personal property used on the job is not compensated.
- C. Employee tools or equipment, provided without the express approval of the District, and automobiles are excluded from reimbursement.

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- D. The loss or damage must have occurred in the line of duty.
- E. The loss or damage was not a result of negligence or lack of proper care by the employee.
- F. The personal property was necessarily worn or carried by the employee in order to adequately fulfill the duties and requirements of the job.
- G. The loss or damage to employee's eyeglasses, dentures, or other prosthetic devices did not occur simultaneously with a job connected injury covered by workers' compensation.
- H. The amount of reimbursement shall be limited to the actual cost to repair damages. Reimbursement for items damaged beyond repair shall be limited to the actual value of the item at the time of loss or damage but not more than the original cost.
- I. The burden of proof of loss rests with the employee.
- J. Claims for reimbursement must be processed in accordance with the Policy on Compensation for Loss or Damage to the Personal Property.

25.3 Reimbursement for Meal Expenses:

Employees shall be reimbursed for meal expenses under the following circumstances and in the amount specified:

- A. When the employee is required to be out of the employees regular or normal work area during a meal hour because of a particular work assignment and with prior approval of the District or his designee.
- B. When the employee is required to stay over to attend consecutive or continuing afternoon and night sessions of a board or commission.
- C. When the employee is required to incur expenses as host for official guests of the District, work as members of examining boards, official visitors, and speaker or honored guests at banquets or other official functions.
- D. When the employee is required to work three (3) or more hours of overtime; in this case the employee may be reimbursed in accordance with the Purchasing Policy on Expense Reimbursement.
- E. Meal costs will be reimbursed only when eaten away from home, or away from the facility in the case of employees at 24-hour institutions.
- F. Procedures and definitions relative to reimbursement for meal expenses shall be in accordance with the Purchasing Policy on Expense Reimbursement.

SECTION 26 - CLASSIFICATION:

Existing classes of positions may be abolished or changed and new classes may be added to the classification plan by the District subject to approval by the Board of Directors. The District will

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offer to meet and confer with the Union on the minimum qualifications and salary of new classes and on any proposed changes in the minimum qualifications in current classes represented by the Union.

If the District wishes to add duties to classes represented by the Union, the Union shall be notified and upon request of the Union, representatives of the Moraga-Orinda Fire District will meet and consult with the Union over such duties.

SECTION 27 - SAFETY:

- A. Safety in the Workplace: The District shall expend every effort to see to it that the work performed under the terms and conditions of this MOU is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations. The District is aware of the U.S. Supreme Court "Whirlpool" decision regarding safe working conditions and will continue to comply with all of the provisions of that decision. The Union may recommend safety guidelines, regulations, training programs and necessary corrective actions concerning conditions associated with the work environment. The District encourages all employees to participate on/with the Safety Committee.
- B. Video Display Terminal Plan: The District agrees that employees using certain video displays are eligible for the VDTP under the following circumstances. Must be certified by the District as a user of a video display terminal for at least two (2) hours per day.
1. The District will reimburse up to \$200 to the employee every other year, after proof of eye exam and submission of invoice for glasses.
 2. The prescription must be for lenses prescribed for use at a Video Display Terminal.
 3. There is no coverage for contact lenses.
 4. This VDTP is not to be construed as having any applicability to a situation that falls within the scope of the workers' compensation laws of the State of California.

SECTION 28 - MILEAGE:

28.1 Mileage Reimbursement Rate:

Mileage allowance for the use of personal vehicles on District business shall be paid according to the rates allowed by the Internal Revenue Service 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 Internal Revenue Service, whichever is later.

28.2 Mileage Reimbursement Policy:

Mileage from an employee's home to the normal work location is not reimbursable. The normal work location is the location to which an employee is regularly assigned. An employee with more than one (1) normal work location shall be reimbursed for the mileage traveled in the same workday between those work locations.

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When an employee is temporarily reassigned to a different work location, mileage will be reimbursed in excess of the normal mileage between the employee's home and the regular work location.

SECTION 29 - PERFORMANCE EVALUATION:

In those instances when there is a written performance evaluation of an employee and the employee is requested to sign the evaluation, the employee shall receive a copy of the evaluation if the employee so requests.

SECTION 30 - PERSONNEL FILES:

The District shall maintain only one official personnel file per employee. Employees shall have the right to inspect and review any official record(s) relating to his or her performance as an employee or to a grievance concerning the employee which is kept or maintained by the District in the employee's personnel file in 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. In a case involving a grievance or disciplinary action, the employee's designated representative may also review the employee's personnel file with specific written authorization from the employee. Copies of written reprimands or memoranda pertaining to an employee's unsatisfactory performance which are to be placed in the employee's personnel file shall be given to the employee who shall have the right to respond in writing to said documents.

The District shall provide an opportunity for the employee to respond in writing to any information, which is in the employee's personnel file about which he or she disagrees. 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 the employee's permanent personnel record.

This Section does not apply to the records of an employee relating to the investigation of a possible criminal offense, medical records and information or letters of reference.

SECTION 31 - LENGTH OF SERVICE DEFINITION:

The length of service credits (for service awards & vacation accruals) for each employee of the District shall date from the beginning of the last period of continuous District employment (including temporary, provisional, and permanent status, and absences on approved leave of absence). When an employee separates from a permanent position in good standing and within two (2) years is reemployed in a permanent District position, or is reemployed in a permanent District position from a layoff list within the period of layoff eligibility, service credits shall include all credits accumulated at time of separation, but shall not include the period of separation.

SECTION 32 - PERMANENT PART-TIME EMPLOYEE BENEFITS:

Permanent part-time employees receive prorated vacation, holiday, floating holiday and sick leave benefits. They are eligible for health and dental benefits at corresponding premium rates providing they work at least fifty percent (50%) of full time. If the employee works at least fifty percent (50%) of full time, District retirement participation is also included.

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SECTION 33 - ADOPTION:

The provisions of this MOU shall be made applicable on the dates indicated and upon ratification by the Board of Directors. Resolutions and Ordinances, where necessary, shall be prepared and adopted in order to implement these provisions. It is understood that where it is determined that an Ordinance is required to implement any of the foregoing provisions, said provisions shall become effective upon the first day of the month following thirty (30) days after such Ordinance is adopted.

SECTION 34 - DURATION OF AGREEMENT:

This Agreement shall continue in full force and effect from July 1, 2018 to and including June 30, 2021. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify, or terminate the Agreement.

SECTION 35 - SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS:

35.1 Scope of Agreement:

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement.

35.2 Separability of Provisions:

Should any Section, clause or provision of this MOU be rendered or declared illegal, unlawful or unenforceable, 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 this MOU.

35.3 Policies and Rules and Regulations:

Where a specific provision contained in a Section of this MOU conflicts with a specific provision contained in a Section of the Policies and Rules and Regulations, the provision of this MOU shall prevail. It is recognized, however, that certain provisions of the Policies and Rules and Regulations may be supplementary to the provisions of this MOU or deal with matters not within the scope of representation and as such remain in full force and effect.

SECTION 36 - PAST PRACTICES & EXISTING MOUS:

Continuance of working conditions and past practices not specifically authorized by ordinance or by resolution of the Board of Directors is not guaranteed by this MOU.

SECTION 37 - MANAGEMENT RIGHTS:

Except to the extent that there is contained in this Agreement any express and specific provision to the contrary, all of the authority, power, rights, jurisdiction, and responsibilities of the District are

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retained and reserved exclusively to the District, including but not limited to the right: to manage and direct its business and personnel; to hire, promote, transfer, assign, retain and manage the discipline and efficiency of its employees; to suspend and discharge employees for just cause; to discontinue work for economic or operational reasons; to lay off employees from duties because of lack of work or funds; to create, change, combine or abolish facilities in whole or part; to establish work standards, schedules of operation and reasonable work load; to schedule working hours and shifts; to maintain the efficiency of the operations of the District; to determine the methods, means, processes and personnel by which such operations are to be conducted; and to take whatever action is necessary to prepare for or operate in an emergency.

The District has the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement so long as such rules and regulations or any of the other rights in this Article do not conflict with any term or condition of this Agreement, or any applicable public law. Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the District by any law regulating, authorizing or empowering the District to act or refrain from acting.

SECTION 38 - TERM LIFE INSURANCE:

The District shall purchase a life insurance benefit for each employee in the bargaining unit providing for \$50,000 coverage. Employees have the option to purchase, at their expense by payroll deduction, up to an additional \$50,000 of life insurance upon initial enrollment in the plan without evidence of insurability.

DATE: _____

For AFSCME, Local 2700

For Moraga-Orinda Fire District

By: _____
Lisa Harlow
Chief Negotiator

By: _____
Jeff Sloan
Chief Negotiator

DRAFT

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MORAGA-ORINDA FIRE DISTRICT
AND
UNITED CLERICAL, TECHNICAL & SPECIALIZED
EMPLOYEES AFSCME, LOCAL 2700**

July 1, ~~2014~~ 2018 - June 30, ~~2018~~ 2021

This Memorandum of Understanding (MOU) has been jointly prepared by the parties.

The Employee Relations Officer (Fire Chief) is the representative of Moraga-Orinda Fire District in employer-employee relations.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees for which the Union is the recognized representative, have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations covering such employees.

This MOU shall be presented to the Moraga-Orinda Fire District Board of Directors, as the governing board of the District, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, ~~2014~~ 2018 and ending June 30, ~~2018~~ 2021.

DEFINITIONS:

~~**Alternative Work Schedules:**~~ means one or more of the following:

~~5/8: Five (5) eight (8) hour work days within a work week.~~

~~9/80: Nine (9) eighty (80) work schedule consists of eight nine hour days, one eight hour day and one scheduled day off in a two (2) week schedule work cycle.~~

~~4/10: Four (4) ten (10) hour working days during a work week consisting of any seven (7) day period.~~

~~**Flex schedule:**~~ The scheduled work hours are other than the standard 8:00 a.m. to 5:00 p.m. Meal breaks for any of the above schedules may be either 1/2 hour or 1 hour.

~~**Appointing Authority:**~~ Fire Chief.

~~**Class Title:**~~ The designation given to a class, to each position allocated to the class, and to the employees allocated to the class.

~~**Classification:**~~ A group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.

~~**Demotion:**~~ The change of a permanent employee to another position in a class allocated to a salary range for which the top step is lower than the top step of the class which the employee

formerly occupied.

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District: Moraga-Orinda Fire District.

Eligible: Any person whose name is on an employment or reemployment or layoff list for a given class.

Employee: A person who is an incumbent of a position or who is on leave of absence in accordance with provisions of this MOU and whose position is held pending his/her return.

Employment List: A list of persons who have been found qualified for employment in a specific class.

Fire Chief: the person designated by the Moraga-Orinda Fire District Board of Directors as Fire Chief, or designee if the Fire Chief is indisposed.

Layoff List: A list of persons who have occupied positions allocated to a class and who have been involuntarily separated by layoff or displacement, or demoted by displacement, or have voluntarily demoted in lieu of layoff or displacement.

Administrative and Operational Policies: Formal procedures for issuing and cataloging written policies necessary for the administration and operation of the Fire District.

Permanent Part-Time Position: Any position which will require the services of an incumbent for an indefinite period but on a regularly scheduled less than full time basis.

Permanent Position: Any position which has required, or which will require, the services of an incumbent without interruption, for an indefinite period.

Position: The assigned duties and responsibilities calling for the regular full time or part-time assignments.

Project Employee: An employee who is engaged in a time limited program or service by reason of limited or restricted funding. Such positions are typically funded from outside sources but may be funded from District revenues.

Promotion: The change of a permanent employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied.

Reallocation: The act of reassigning an individual position from one class to another class at the same range of the salary schedule or to a class which is allocated to another range that is within five percent (5%) of the top step, except as otherwise provided for in the personnel policies and regulations, resolutions or other ordinances.

Reclassification: The act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the kind, difficulty or responsibility of duties performed in such position.

Reemployment List: A list of persons, who have occupied positions allocated to any class in the merit system and, who have voluntarily separated and are qualified for consideration for reappointment under the policies and regulations governing reemployment.

Resignation: The voluntary termination of permanent employment with the District.

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Temporary Employment: Any employment which will require the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated position or in permanent status.

Union: American Federation of State, County and Municipal Employees (AFSCME) Local 2700.

SECTION 1 - UNION RECOGNITION:

The Union is the formally recognized employee organization for the employees covered by this agreement which consists of the classifications listed below:

1. District Secretary/District Clerk
2. Accountant
3. Payroll Technician

SECTION 2 - UNION SECURITY:

~~2.1 **Dues Deduction:** Only a majority representative may have dues deduction and as such the Union has the exclusive privilege of dues deduction or agency fee deduction for all employees in its units.~~

~~2.2 **Agency Shop:**~~

~~A. The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in all classes in the units for which this Section is applicable regardless of whether they are members of the Union.~~

~~B. All employees employed in a representation unit on or after the effective date of this MOU and continuing until the termination of the MOU, shall as a condition of employment either:~~

- ~~1. become and remain a member of the Union or;~~
- ~~2. pay to the Union, an agency shop fee in an amount, which does not exceed an amount, which may be lawfully collected under applicable constitutional, statutory, and case law, which under no circumstances shall exceed the monthly dues, initiation fees, and general assessments made during the duration of this MOU. It shall be the sole responsibility of the Union to determine an agency shop fee which meets the above criteria; or~~
- ~~3. do both of the following:
 - ~~a. execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and~~
 - ~~b. pay a sum equal to the agency shop fee described in Section 2.2.B.2 to a non religious, non labor, charitable fund chosen by the employee from the following charities: Family and Children's Trust Fund, Child Abuse Prevention Council and Battered Women's Alternative.~~~~

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~~C. The Union shall provide the District with a copy of the Union's Hudson Procedure for the determination and protest of its agency shop fees. The Union shall provide a copy of said Hudson Procedure to every fee payer covered by this MOU within one (1) month from the date it is approved and annually thereafter, and as a condition to any change in the agency shop fee. Failure by an employee to invoke the Union's Hudson Procedure within one (1) month after actual notice of the Hudson Procedure shall be a waiver by the employee of their right to contest the amount of the agency shop fee.~~

~~D. The provisions of Section 2.2.B.2 shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff, and leave of absence with a duration of more than thirty (30) days.~~

~~E. The Union shall provide the District with copies of a financial report patterned after Form LM-2 pursuant to the Labor Management Disclosure Act of 1959. Such report shall be available to employees in the unit. Failure to file such a report not later than June 1st of each calendar year shall result in the termination of all agency shop fee deductions without jeopardy to any employee, until said report is filed.~~

~~F. **Compliance:**~~

~~1. An employee employed in or hired into a job class represented by the Union shall be provided with an "Employee Authorization for Payroll Deduction" form by the District.~~

~~2. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision and the union dues, agency shop fee, initiation fee or charitable contribution required under Section 2.2.B.3 are not received, the Union may, in writing, direct that the District withhold the agency shop fee and the initiation fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the agency shop fee and the District shall pay an equal amount to the Union.~~

~~G. The Union shall indemnify, defend, and save the District harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of, or by reason of this union security section, or action taken or not taken by the District under this Section. This includes, but is not limited to, the District's Attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure.~~

~~H. The District shall notify the Union when there is a new hire to this bargaining unit.~~

~~I. In the event that employees in a bargaining unit represented by the Union vote to rescind Agency Shop, the provisions of Section 2.3 (Maintenance of Membership) and 2.4 (Union Dues Form) shall apply to dues-paying members of the Union.~~

~~2.3 **Maintenance of Membership:** All employees in units represented by the Union who are currently paying dues to the Union and all employees in such units who hereafter become members of the Union shall as a condition of continued employment pay dues to the Union for the duration of this MOU and each year thereafter so long as the Union continues to represent the position to which the employee is assigned, unless the~~

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~~employee has exercised the option to cease paying dues in accordance with Section 2.5 (Withdrawal of Membership).~~

~~2.4 **Union Dues Form:** Employees hired into classification s represented by the Union shall, as a condition of employment , complete a Union dues authorization card provided by the Union and shall have deducted from their paychecks the membership dues of the Union. Said employees shall have thirty (30) days from the date of hire to decide if he/she does not want to become a member of the Union. Such decision not to become a member of the Union must be made in writing to the District within said thirty (30) day period. If the employee decides not to become a member of the Union, any Union dues previously deducted from the employee's paycheck shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to the Union. If the employee does not notify the District in writing of the decision not to become a member within the thirty (30) day period, he/she shall be deemed to have voluntarily agreed to pay the dues of the Union.~~

~~Each such dues authorization form referenced above shall include a statement that the Union and the District have entered into a MOU, that the employee is required to authorize payroll deductions of Union dues as a condition of employment, and that such authorization may be revoked within the first thirty (30) days of employment upon proper written notice by the employee within said thirty (30) day period as set forth above. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form, which shall be deemed proper notice of his/her right to revoke said authorization.~~

~~2.5 **Withdrawal of Membership:** By notifying the District in writing, between June 1, 2006 and June 30, 2006, any employee may withdraw from Union membership and discontinue paying dues as of the payroll period.~~

~~2.6 **Communicating With Employees:** The Union shall be allowed to use designated portions of bulletin boards or display areas in public portions of District buildings or in public portions of offices in which there are employees represented by the Union, provided the communications displayed have to do with matters within the scope of representation and further provided that the employee organization appropriately posts and removes the information. The District reserves the right to remove objectionable materials after consultation with the Union.~~

~~Representatives of the Union, not on District time, shall be permitted to place a supply of employee literature at specific locations in District buildings if arranged through the District or designated representative; said representatives may distribute employee organization literature in work areas (except work areas not open to the public) if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress. Such placement and/or distribution shall not be performed by on duty employees.~~

~~The Union shall be allowed access to work locations in which it represents employees for the following purposes:~~

- ~~1. to post literature on bulletin boards;~~
- ~~2. to arrange for use of a meeting room;~~
- ~~3. to leave and/or distribute a supply of literature as indicated above;~~
- ~~4. to represent an employee on a grievance, and/or to contact a union officer on a matter within the scope of representation~~

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In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the District representative in charge of the work area, and the visit will not interfere with District services.

~~2.7 **Use of District Buildings:** The Union shall be allowed the use of areas normally used for meeting purposes for meetings of District employees during non-work hours when:~~

- ~~1. such space is available and its use by the Union is scheduled twenty four (24) hours in advance;~~
- ~~2. there is no additional cost to the District;~~
- ~~3. it does not interfere with normal District operations;~~
- ~~4. employees in attendance are not on duty and are not scheduled for duty; and~~
- ~~5. the meetings are on matters within the scope of representation.~~

~~The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Union shall maintain proper order at the meeting, and see that the space is left in a clean and orderly condition.~~

~~The use of District equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, and whiteboards) is strictly prohibited, even though it may be present in the meeting area.~~

~~2.8 **Advance Notice:** The Union shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board, or boards and commissions appointed by the Board, and to meet with the body considering the matter.~~

~~The listing of an item on a public agenda, or the mailing of a copy of a proposal at least seventy two (72) hours before the item will be heard, or the delivery of a copy of the proposal at least twenty-four (24) hours before the item will be heard, shall constitute notice.~~

~~In cases of emergency when the Board, or boards and commissions appointed by the Board, determines it must act immediately without such notice or meeting, it shall give notice and opportunity to meet as soon as practical after its action.~~

~~2.9 **Written Statement for New Employees:** The District will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by the Union, that the employee's classification is represented by the Union and the name of a representative of the Union. The District will provide the employee with a packet of information, which has been supplied by the Union and approved by the District.~~

~~2.10 **PEOPLE:** Employees in classifications represented by United Clerical, Technical & Specialized Employees, Local 2700, AFSCME may make a voluntary, monetary monthly contribution to P.E.O.P.L.E., said contributions to be deducted from employees' pay by the District and remitted to AFSCME, P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality).~~

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SECTION 2 - UNION MEMBERSHIP AND DUES DEDUCTION:

2.1 Dues Deduction:

Only a majority representative may have dues deduction and as such the Union has the exclusive privilege of dues deduction for all employees in its units.

Upon certification by the Union, the employer will deduct the appropriate dues from the employee's pay, as established and as may be changed from time to time by the Union, and remit such dues to the Union. Dues shall be deducted from each pay check. Employee requests to cancel or change deductions must be directed to the Union, in writing, rather than the employer.

2.2 Fair Representation:

The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in all classes in the bargaining unit.

2.3 P.E.O.P.L.E.:

- A. Employees in classifications represented by United Clerical, Technical & Specialized Employees, Local 2700, AFSCME may make a voluntary, monetary monthly contribution to P.E.O.P.L.E., said contributions to be deducted from employees' pay by the District and remitted to AFSCME, P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality). The District agrees to remit monthly to AFSCME Council 57, all monies deducted for PEOPLE accompanied by a list of employees for whom such deductions have been made. Such authorization may be invoked or revoked in writing by the employee at any time. Such requests must be directed to the Union rather than the District.
- B. All sums deducted by the District shall be remitted to the AFSCME Council 57 once each month by the 10th calendar day following the payday on which the deductions were made, together with a list of names, mailing addresses and the amount deducted for each employee for whom a deduction was made.
- C. The union shall indemnify, defend, and save the District harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this section, or action taken or not taken by the District under this section. This includes, but is not limited to, the District's attorney's fees and costs. The provisions of this subsection shall not be subject to the grievance procedure.

2.4 Rosters:

- A. The District shall monthly furnish a list of all new hires to the union.
- B. The District will send to the union a roster of represented employees every 120 calendar days, including name, job title, cell phone, home phone, work phone, work email, home address, and personal email address.

2.5 New Employee Orientation:

Each newly-hired employee, as part of her or his in-person onboarding meeting, will be

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scheduled to attend without loss in compensation a thirty (30) minute session, conducted by the Union. If the newly-hired employee does not attend the session conducted by the union, there shall be an onsite make-up session during regular hours without loss in compensation.

SECTION 3 - NO DISCRIMINATION:

There shall be no discrimination because of sex, race, ~~creed~~, color, national origin, ancestry, sex, sexual orientation, gender, gender identity, gender expression, pregnancy, childbirth and/or breastfeeding, medical conditions (including conditions related to pregnancy, childbirth or breastfeeding), genetic information, religion or creed (including religious dress and grooming practices), marital status, military service and/or veteran status, or any other characteristic protected by state or federal law or local ordinance against any employee or applicant for employment by the District or by anyone employed by the District; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age. There shall be no discrimination against any ~~disabled~~ person solely because of physical or mental disability (actual or perceived), including HIV & AIDS status, ~~such disability~~ unless that disability prevents the person from meeting the minimum standards established for the position or from carrying out the duties of the position safely. There shall be no discrimination because of Union membership or legitimate Union activity against any employee or applicant for employment by the District or anyone employed by the District.

SECTION 4 - SHOP STEWARDS/OFFICIAL REPRESENTATIVES:

- 4.1 Attendance at Meetings: Employees designated as shop stewards or official representatives of the Union shall be allowed to attend meetings held by District agencies during regular working hours on District time as follows:
1. if their attendance is required by the District at a specific meeting.
 2. if their attendance is sought by a hearing body or presentation of testimony or other reasons;
 3. if their attendance is required for a meeting necessary for settlement of grievances filed pursuant to Section 22 (Grievance Procedure) of this MOU and scheduled at reasonable times agreeable to all parties;
 4. if they are designated as a shop steward, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance provided the meetings are scheduled at reasonable times agreeable to all parties;
 5. if they are designated as spokesperson or representative of the Union and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate party calling the meeting is responsible for determining that the attendance of the particular employee(s) is required;
- 4.2 Union Representatives: Official representatives of the Union shall be allowed time off on District time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Fire Chief or other management representatives on matters within the scope of representation, provided that advance arrangements for the time away from the work station or assignment are made with the District.

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Shop stewards and union officials shall advise, as far in advance as possible, their immediate supervisor, or his/her designee, of their intent to engage in Union business. All requests for release time shall include the location, the estimated time needed and the general nature of the Union business involved (e.g., grievance meeting, Skelly hearing).

SECTION 5 – SALARIES:

General Wages:

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

- ~~July 1, 2014 3.5% decrease~~
- ~~July 1, 2015 1.0% increase~~
- ~~July 1, 2016 4.0% increase plus (a) an additional increase equal to the percentage amount by which the District's actual property tax revenues in FY 2014-15 increased by more than 5.9%, if applicable and (b) an additional increase equal to the percentage amount by which the District's actual property tax revenues in FY 2015-16 increased by more than 4.0%, if applicable; however, (c) the sum of (a) and (b) shall not exceed 3.0%.~~
- ~~July 1, 2017 4.0% increase plus an additional increase, not to exceed an additional 3%, equal to the percentage amount by which the District's actual property tax revenues in FY 2016-17 increased by more than 4.0%, if applicable.~~
- ~~June 1, 2018 1.0% 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.~~

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

- July 1, 2018 3.0% Across the Board Wage Increase**
- July 1, 2019 3.0% Across the Board Wage Increase**
- July 1, 2020 2.0% Across the Board Wage 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.

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5.2 **Entrance Salary:** New employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made. However, the appointing authority may fill a particular position at a step above the minimum of the range.

~~5.3 **Continuing Educational Incentive Program:** This program is intended to encourage further professional development of administrative/clerical personnel through the pursuit and achievement of job related knowledge, skills and abilities. Administrative and/or clerical employees covered by this MOU may participate in the Continuing Educational Incentive Program. To be eligible, an employee must successfully complete sixteen (16) hours of appropriate continuing education in qualifying job-related courses as approved by the Fire Chief. Upon completion of these units with a passing grade of "C" or better, or if taken on a pass-fail basis, a pass, the employee shall be compensated at the rate 2.5% higher than their regular monthly base salary for the current contract year, beginning with the first full pay period immediately following receipt of credit. The employee must successfully complete sixteen (16) hours of eligible continuing education by June 30th of each year in order for it to be applicable the following contract year.~~

~~District agrees to reimburse employees for all education and other training programs approved under this program. If training sessions fall within an employee's regular schedule, the employee will not be required to use paid leave hours, provided the Fire Chief approves attendance for the applicable hours.~~

5.3 Continuing Education Incentive:

As of the date of Board adoption of this MOU (7/1/2018 – 6/30/2021), the Continuing Education Incentive provided in this section is eliminated. The two and one-half percent amount provided under this section shall be added to base salary upon Board adoption.

5.4 **Anniversary Dates:** Except as may otherwise be provided for anniversary dates will be set as follows:

- A. New Employees: The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) months service provided however, if an employee began work on the first regularly scheduled workday of the month the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.
- B. Promotions: The anniversary date of a promoted employee is determined as for a new employee in Subsection 5.4.A (New Employees).
- C. Demotions: The demotion date shall become effective the first day of the calendar month after the calendar month when the demotion was effective.
- D. Reallocation and Reclassification: The anniversary date of an employee whose position has been reallocated or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.
- E. Reemployments: The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification and step and who then successfully completes the required probationary period.

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5.5 **Increments Within Range:** The performance of each employee, except those of employees already at the maximum salary step of the appropriate salary range, shall be reviewed on the anniversary date as set forth in Section 5.4 (Anniversary Dates) to determine whether the salary of the employee shall be advanced to the next higher step in the salary range. Advancement shall be granted on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend denial of the increment or denial subject to one additional review at some specified date before the next anniversary, such date to be set at the time the original report is returned.

Except as herein provided, increments within range shall not be granted more frequently than once a year, nor shall more than one (1) step within-range increment be granted at one time, except as otherwise provided in resolutions. In case an appointing authority recommends denial of the within range increment on some particular anniversary date, but recommends a special salary review at some date before the next anniversary the special salary review shall not affect the regular salary review on the next anniversary date. Nothing herein shall be construed to make the granting of increments mandatory on the District. If it is determined writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

5.6 **Part-Time Compensation:** A part-time employee shall be paid a monthly salary in the same ratio to the full-time monthly rate to which the employee would be entitled as a full-time employee under the provisions of this Section 5 (Salaries) as the number of hours per week in the employee's part-time work schedule bears to the number of hours in the full time work schedule of the District.

5.7 **Compensation for Portion of Month:** Any employee who works less than any full calendar month, except when on earned vacation or authorized sick leave, shall receive as compensation for services an amount which is in the same ratio to the established monthly rate as the number of days worked is to the actual working days in such employee's normal work schedule for the particular month; but if the employment is intermittent, compensation shall be on an hourly basis, which is calculated on the number of hours in the month worked plus five percent (5%) above the salary step earned.

5.8 **Position Reclassification:** An employee who is an incumbent of a position which is reclassified to a class which is allocated to the same range of the basic salary schedule as is the class of the position before it was reclassified, shall be paid at the same step of the range as the employee received under the previous classification.

An incumbent of a position which is reclassified to a class which is allocated to a lower range of the basic salary schedule shall continue to receive the same salary as before the reclassification, but if such salary is greater than the maximum of the range of the class to which the position has been reclassified, the salary of the incumbent shall be reduced to the maximum salary for the new classification. The salary of an incumbent of a position which is reclassified to a class which is allocated to a range of the basic salary schedule greater than the range of the class of the position before it was reclassified shall be governed by the provisions of Section 5.10 (Salary on Promotion).

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5.9 **Salary Reallocation & Salary on Reallocation:**

- A. In a general salary increase or decrease, an employee in a class which is reallocated to a salary range above or below that to which it was previously allocated, when the number of steps remain the same, shall be compensated at the same step in the new salary range the employee was receiving in the range to which the class was previously allocated. If the reallocation is from one salary range with more steps to a range with fewer steps or vice versa, the employee shall be compensated at the step on the new range which is in the same percentage ratio to the top step of the new range as was the salary received before reallocation to the top step of the old range, but in no case shall any employee be compensated at less than the first step of the range to which the class is allocated.
- B. In the event that a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule, apart from the general salary increase or decrease described in Section 5.9.A above, each incumbent of a position in the reallocated class shall be placed upon the step of the new range which equals the rate of pay received before the reallocation. In the event that the steps in the new range do not contain the same rates as the old range, each incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range, or if the new range does not contain a higher step, at the step which is next lower than the salary received in the old range.
- C. In the event an employee is in a position which is reallocated to a different class which is allocated to a salary range the same as, or above or below the salary range of the employee's previous class, the incumbent shall be placed at the step in the new class which equals the rate of pay received before reallocation. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the incumbent shall be placed at the step which is next lower than the salary received in the old range.

- 5.10 **Salary on Promotion:** Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied, except as provided under Section 5.13 (Pay for Work in Higher Classification), shall receive the salary in the new salary range which is next higher than the rate received before promotion. In the event this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided, however, that the next step shall not exceed the maximum salary for the higher class. In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in a decrease in which case the employee is appointed to the next higher step. If, however, the employee is being appointed into a class allocated to a higher salary range than the class from which the employee was laid off, the salary will be calculated from the highest step the employee achieved prior to layoff, or from the employee's current step, whichever is higher.

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- 5.11 **Salary on Involuntary Demotion:** Any employee who is demoted, except as provided under Section 5.12 (Salary on Voluntary Demotion), shall have his/her salary reduced to the monthly salary step in the range for the class of position to which he/she has been demoted next lower than the salary received before demotion. In the event this decrease is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is five percent (5%) less than the next lower step; provided, however, that the next step shall not be less than the minimum salary for the lower class.

Whenever the demotion is the result of layoff, cancellation of positions or displacement by another employee with greater seniority rights, the salary of the demoted employee shall be that step on the salary range which he/she would have achieved had he/she been continuously in the position to which he/she has been demoted, all within- range increments having been granted.

- 5.12 **Salary on Voluntary Demotion:** Whenever any employee voluntarily demotes to a position in a class having a salary range lower than that of the class from which he or she demotes, his or her salary shall remain the same if the steps in his or her new (demoted) salary range permit, and if not, the new salary shall be set at the step next below former salary.

- 5.13 **Pay for Work in Higher Classification:** When an employee in a permanent position is required to work in a classification for which the compensation is greater than that to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to Subsection 5.10 (Salary on Promotion) of this Memorandum, commencing on the 73rd consecutive hour in the assignment, under the following conditions:

- A. The employee is assigned to a program, service, or activity established by the Board of Directors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule.
- B. The nature of the District assignment is such that the employee in the lower classification becomes fully responsible for the duties of the position of the higher classification.
- C. Employee selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.
- D. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this MOU.
- E. Higher pay assignments shall not exceed six (6) months except through reauthorization.
- F. If approval is granted for pay for work in a higher classification and the assignment is terminated and later reapproved for the same employee within thirty (30) days, no additional waiting period will be required.
- G. Any incentives and special differentials (e.g., bilingual differential) accruing to the employee in their permanent position shall continue.

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- H. During the period of work for higher pay in a higher classification, an employee will retain their permanent classification, and anniversary and salary review dates will be determined by time in that classification; except that if the period of work for higher pay in a higher classification exceeds one year continuous employment, the employee, upon satisfactory performance in the higher classification, shall be eligible for a salary review in that class on the employees next anniversary date. Notwithstanding any other regulations, the salary step placement of employees appointed to the higher class immediately following termination of the assignment, shall remain unchanged.
- I. Allowable overtime pay, shift differential and/or work location differentials will be paid on the basis of the rate of pay for the higher class.

5.14 **Payment:** Employee pay warrants shall be delivered to a work place designated by the District by 8:00 a.m. on the 10th and 25th of each month. Should the 10th or 25th fall on Saturday, or Sunday, or a holiday, pay warrants will be delivered by 8:00 a.m. on the preceding District workday.

5.15 **Pay Warrant Errors:** Pay errors found in employee pay shall be corrected as soon as possible as to current pay rate but that no recovery of either overpayments or underpayments to an employee shall be made retroactively except for the two (2) year period immediately preceding discovery of the pay error. This provision shall apply regardless of whether the error was made by the employee, the appointing authority or designee.

Recovery of fraudulently accrued over or underpayments are excluded from this Section for both parties.

When the District notifies an employee of an overpayment and proposed repayment schedule and the employee wishes to meet with the District, a meeting will be held at which time a repayment schedule shall be determined. If requested by the employee, a Union representative may be present at a meeting with management to discuss a repayment schedule in the case of overpayments to the employee.

SECTION 6 - DAYS AND HOURS OF WORK:

The normal work week of District employees is forty (40) hours between 12:01 a.m. Monday to 12:00 midnight Sunday, usually five (5) eight (8) hour days. However, where operational requirements of a department require deviations from the usual pattern of five (5) eight (8) hour days per work week, an employee's work hours may be scheduled to meet these requirements. The District shall prepare written schedules in advance to support all deviations and encompassing the complete operational cycle contemplated.

Elimination of Alternate Work Schedules: Effective upon Board adoption of this MOU, all employees assigned to alternate work schedules shall be reassigned to a Monday to Friday, 8 a.m. to 5 p.m. schedule, with a one (1) hours lunch from either: (a) 11 a.m. to 12 p.m., or (b) 12 p.m. to 1 p.m.

Alternate Work Schedule: The work week for employees in the "4/10" shift is four (4) ten (10) hour working days during a work week consisting of any seven (7) day period. The 9/80 work schedule consists of eight (8) nine (9) hour days, one eight (8) hour day and one (1) scheduled day off in a two (2) week work cycle. If the District desires to eliminate any existing "4/10" or "9/80" shift and return to a "5/8" shift it will meet and confer with the Union prior to implementing said new shift.

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~~**Flex Time:** Flex time schedule(s) may be provided for employees to allow flexibility of the normal work schedule beyond the core hours of 8:00 a.m. to 5:00 p.m. Although employees may request and be awarded an opportunity to flex their time, each employee must take a lunch break for a minimum of one-half (1/2) hours after five (5) hours of work according to California State Law. This law does not apply if your work day is six (6) hours or less.~~

~~Flexibility may be exercised in approving and/or adjusting an employee's Alternate Work Schedule. However, any adjustments must be pre-approved by their supervisor and the Fire Chief.~~

SECTION 7 - OVERTIME AND COMPENSATORY TIME:

7.1 ~~**Overtime:** Overtime is any authorized work time performed actually worked in excess of forty (40) hours per week; **provided that it includes scheduled vacation and holiday time and does not include time on sick leave or any other unscheduled leave of absence.** ~~or eight (8) hours per day. Overtime for "4-10" shift employees is any work performed beyond ten (10) hours per day or forty (40) hours per week. Overtime for the 9/80 work schedule is any work over nine (9) hours on the nine (9) hour days, over eight (8) hours during the eight (8) hour day, and over eighty (80) hours in the two (2) week 9/80 work schedule. All overtime shall be compensated for at the rate of one and one-half (1-1/2) times the employee's regular rate.~~~~

~~Overtime for permanent employees is earned and credited paid in a minimum of one-half (1/2) hour increments and is compensated by either pay or compensatory time off.~~

7.2 ~~**Compensatory Time:** The following provisions shall apply:~~

~~A. Employees may periodically elect to accrue compensatory time off in lieu of overtime pay. Eligible employees must notify their District or designee of their intention to accrue compensatory time off or to receive overtime pay.~~

~~B. Compensatory time off shall be accrued at the rate of one and one half (1-1/2) times the actual authorized overtime hours worked by the employee.~~

~~C. Employees may not accrue a compensatory time off balance that exceeds one hundred twenty (120) hours (i.e., eighty (80) hours at time and one half). Once the maximum balance has been attained, authorized overtime hours will be paid at the overtime rate. If the employee's balance falls below one hundred twenty (120) hours, the employee shall again accrue compensatory time off for authorized overtime hours worked until the employee's balance again reaches one hundred twenty (120) hours. Part-time employee's compensatory time off hours shall be pro-rated.~~

~~D. Accrued compensatory time off shall be carried over for use in the next fiscal year; however, as provided in C. above, accrued compensatory time off balances may not exceed one hundred twenty (120) hours. Pro-rated for part-time employees.~~

~~E. Employees may not use more than one hundred twenty (120) hours of compensatory time off in any fiscal year period (July 1—June 30).~~

~~F. The use of accrued compensatory time off shall be by mutual agreement between the District or their designee and the employee. Compensatory time off shall not be taken when the employee would be replaced by another employee who would be eligible to receive, for time worked, either overtime payment or compensatory time accruals as provided for in this Section. This provision may be waived at the discretion of the District.~~

~~G. When an employee promotes, demotes from one classification eligible for compensatory time off to another classification eligible for compensatory time off, the employee's accrued compensatory time off balance will be carried forward with the employee.~~

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~~H. Since employees accrue compensatory time off at the rate of one and one half (1 1/2) hours for each hour of authorized overtime worked, accrued compensatory time balances will be paid off at the straight time rate (two thirds (2/3) the overtime rate) for the employee's current salary whenever:~~

- ~~1. the employee changes status and is no longer eligible for compensatory time off;~~
- ~~2. the employee promotes, demotes;~~
- ~~3. the employee separates from District service;~~
- ~~4. the employee retires.~~

~~I. The District will establish timekeeping procedures to administer this Section.~~

~~7.3 7.2 **Fair Labor Standards Act Provisions:** The Fair Labor Standards Act, as amended, may govern certain terms and conditions of the employment of employees covered by this MOU. It is anticipated that compliance with the Act may require changes in some of the District policies and practices currently in effect or agreed upon. If it is determined by the District that certain working conditions, including but not limited to work schedules, hours of work, method of computing overtime, overtime pay, and compensatory time off entitlements or use, must be changed to conform with the Fair Labor Standards Act, such terms and conditions of employment shall not be controlled by this MOU but shall be subject to modification by the District to conform to the Federal Law without further meeting and conferring. The District shall notify the Union and will meet and confer with said organization regarding the implementation of such modifications.~~

SECTION 8 - CALL BACK TIME:

Any employee who is called back to duty shall be paid at the appropriate rate for the actual time worked plus one (1) hour. Such employee called back shall be paid a minimum of two (2) hours at the appropriate rate for each call back. **This two (2) hour minimum only applies in instances in which an employee is called back to the office for duty during a day off. It does not apply to situations in which employees are held over at the conclusion of their shift, or when an employee is called back and reports to work less than two (2) hours before the beginning of the employee's regular shift.**

Employees called outside of their work hours for assistance shall receive a one-half (1/2) hour minimum payment, provided that time on multiple calls on the same day shall be added together, and the 30 minute minimum shall be applied to the total of all calls.

SECTION 9 - SENIORITY, WORK FORCE REDUCT ION, LAYOFF, & REASSIGNMENT:

9.1 **Workforce Reduction:** In the event that funding reductions or shortfalls in funding occur or are expected, which may result in layoffs, the District will notify the union and take the following actions:

- 1. identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.
- 2. advise employees in those classifications that position reductions may occur in their classifications.
- 3. accept voluntary leaves of absence from employees in those classifications, which do not appear to be potentially impacted by possible position reductions when such

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leaves can be accommodated by the District.

4. consider employee requests to reduce their position hours from full time to part time to alleviate the impact of the potential layoffs.
5. approve requests for reduction in hours, and voluntary demotions to vacant, funded positions in classes not scheduled for layoffs within the District.
6. when it appears to the District that the Board of Directors may take action which will result in the layoff of employees in a representation unit, the District shall notify the Union of the possibility of such layoffs and shall meet and confer with it regarding the implementation of the action.

9.2 Separation Through Layoff:

- A. **Grounds for Layoff:** Any employee(s) having permanent status in position(s) in the merit service may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, lack of funds or for such other reason(s) as the Board of Directors deems sufficient for abolishing the position(s).
- B. **Order of Layoff:** The order of layoff shall be based on inverse seniority in the class of positions, the employee with least seniority being laid off first and so on.
- C. **Layoff By Displacement:**
 1. **In the Same Class:** A laid off permanent full-time employee may displace an employee having less seniority in the same class who occupies part-time position, the least senior employee being displaced first.
 2. **In the Same Level or Lower Class:** A laid off or displaced employee who had achieved permanent status in a class at the same or lower salary level as determined by the salary schedule in effect at the time of layoff may displace the class of an employee having less seniority; the least senior employee being displaced first, and so on with senior displaced employees displacing junior employees.
- D. **Particular Rules on Displacing:**
 1. Permanent part-time employees may displace only employees holding permanent positions of the same type respectively.
 2. A permanent full-time employee may displace any part-time employee with less seniority 1) in the same class or, 2) in a class of the same or lower salary level if no full-time employee in a class at the same or lower salary level has less seniority than the displacing employees.
 3. Former permanent full-time employees who have voluntarily become permanent part-time employees for the purpose of reducing the impact of a proposed layoff with the written approval of the District or designee retain their permanent full-time employee seniority rights for layoff purposes only and may in a later layoff displace a full-time employee with less seniority as provided in these rules.
- E. **Seniority:** An employee's seniority within a class for layoff and displacement purposes shall be determined by adding the employee's length of service in the particular class in question to the employee's length of service in other classes at the same or higher salary

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levels as determined by the salary schedule in effect at the time of layoff. Employees reallocated or transferred without examination from one class to another class having a salary within five percent (5%) of the former class, shall carry the seniority accrued in the former class into the new class.

Service for layoff and displacement purposes includes only the employee's last continuous permanent District employment. Periods of separation may not be bridged to extend such service unless the separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a permanent position within the period of layoff eligibility.

Approved leaves of absence as provided for in these rules and regulations shall not constitute a period of separation. In the event of ties in seniority rights in the particular class in question, such ties shall be broken by length of last continuous permanent District employment. If there remain ties in seniority rights, such ties shall be broken by counting total time in the District in permanent employment. Any remaining ties shall be broken by random selection among the employees involved.

- F. **Eligibility for Layoff List:** Whenever any person who has permanent status is laid off, has been displaced, has been demoted by displacement or has voluntarily demoted in lieu of layoff or displacement, or has transferred in lieu of layoff or displacement, the person's name shall be placed on the layoff list for the class of positions from which that person has been removed.
- G. **Order of Names on Layoff:** First, layoff lists shall contain the names of persons laid off, displaced, or demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement. Names shall be listed in order of layoff seniority in the class from which laid off, displaced, demoted, or transferred on the date of layoff, the most senior person listed first. In case of ties in seniority, the seniority rules shall apply except that where there is a class seniority tie between persons laid off from different departments; the tie(s) shall be broken by length of last continuous permanent District employment with remaining ties broken by random selection among the employees involved.
- H. **Duration of Layoff & Reemployment Rights:** The name of any person granted reemployment privileges shall continue on the layoff list for a period of two (2) years. Persons placed on layoff lists shall continue on the appropriate list for a period of four (4) years.
- I. **Certification of Persons From Layoff Lists:** Layoff lists contain the name(s) of person(s) laid off, displaced or demoted by displacement or voluntarily demoted in lieu of layoff or displacement, or transferred in lieu of layoff or displacement. When a request for personnel is received from the appointing authority of a department from which an eligible(s) was laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list from the department. When a request for personnel is received from a department from which an eligible(s) was not laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list who shall be subject to a probationary period. A person employed from a layoff list shall be appointed at the same step of that salary range the employee held on the day of layoff.
- J. **Removal of Names From Reemployment & Layoff Lists:** The District may remove the name of any eligible from a reemployment or layoff list for any reason listed below:
 - 1. For any cause stipulated in of the policies.

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- 2. On evidence that the eligible cannot be located by postal authorities.
- 3. On receipt of a statement from the appointing authority or eligible that the eligible declines certification or indicates no further desire for appointment in the class.
- 4. If three (3) offers of permanent appointment to the class for which the eligible list was established have been declined by the eligible.
- 5. If the eligible fails to respond to the District or the appointing authority within ten (10) days to written notice of certification mailed to the person's last known address.

If the person on the reemployment or layoff list is appointed to another position in the same or lower classification, the name of the person shall be removed. However, if the first permanent appointment of a person on a layoff list is to a lower class which has a top step salary lower than the top step of the class from which the person was laid off, the name of the person shall not be removed from the layoff list. Any subsequent appointment of such person from the layoff list shall result in removal of that person's name.

- K. **Removal of Names from Reemployment and Layoff Certifications:** The District may remove the name of any eligible from a reemployment or layoff certification if the eligible fails to respond within five (5) days to a written notice of certification mailed to the person's last known address.
- 9.3 **Notice:** The District agrees to give employees scheduled for layoff at least ten (10) work days notice prior to their last day of employment.
- 9.4 **Reassignment of Laid Off Employees:** Employees who were displaced within the same classification from full time to part-time status in a layoff, or who voluntarily reduced their work hours to reduce the impact of layoff, or who accepted a position of another status than that from which they were laid off upon referral from the layoff list, may request reassignment back to their pre-layoff status (full time or part-time or increased hours). The request must be in writing in accord with each department's reassignment bid or selection process. Employees will be advised of the reassignment procedure to be followed to obtain reassignment back to their former status at the time of the workforce reduction. The most senior laid off employee in this status who requests such a reassignment will be selected for the vacancy; except when a more senior laid off individual remains on the layoff list and has not been appointed back to the class from which laid off, a referral from the layoff list will be made to fill the vacancy.

SECTION 10 - HOLIDAYS:

- 10.1 **Holidays Observed:** The District will observe the following eleven (11) holidays listed below and such other days as the Board of Directors may by resolution designate as holidays.
- A. January 1st, known as New Year's Day
 - Third Monday in January known as Dr. M.L. King, Jr. Day
 - February 12th, known as Lincoln's Birthday
 - Third Monday in February, known as Washington'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
 - November 11th, known as Veteran's Day

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Fourth Thursday in November, known as Thanksgiving Day
The Friday after Thanksgiving Day
December 25th, known as Christmas Day

B. **Personal Holiday Credit:** Each employee shall accrue two (2) hours of personal holiday credit per month. Such personal holiday time may be taken in increments of one-tenth hour (6 minutes), and preference of personal holidays shall be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from District service, an employee shall be paid for any unused personal holiday credits at the employee's then current pay rate. Part-time employees shall accrue personal holiday credit on a pro-rated basis.

10.2 **Application of Holiday Credit:** The following provisions indicate how holiday credit is to be applied:

A. Employees on the five (5) day Monday through Friday work schedule shall be entitled to holiday pay whenever a holiday is observed pursuant to the schedule cited above. If a work day falls on a scheduled holiday (other than Monday through Friday) they shall receive overtime pay or equivalent compensatory time credit (Holiday Credit) for working the holiday.

B. If any holiday listed in 10.1 A. falls on a Saturday, it shall be celebrated on the preceding Friday. If any holiday listed in Section 10.1.A falls on a Sunday, it shall be celebrated on the following Monday.

10.3 **Permanent Part-Time Employees:** Permanent part-time employees who work on a holiday shall receive overtime pay or compensatory time credit for all hours worked. They shall not work more hours than normal without approval of their supervisor. Part-time employees shall receive holiday credit in the same ratio to the holiday credit given full time employees as the number of hours per week in the part-time employee's schedule bears to the number of hours in the regular full-time schedule, regardless of whether the holiday falls on the part-time employee's regular work day.

10.4 **Accrual of Holiday Time & Credit:** Employees entitled to holiday credit shall be permitted to elect between pay at the overtime rate or compensatory time off in recognition of holidays worked. The following procedures shall apply to this selection:

1. any person who is eligible and who elects to accrue holiday credit must agree to do so for a full fiscal year (July 1 through June 30), or the remainder thereof;
2. employees starting work after a list of those electing to accrue holiday credit has been submitted to the District and approved, will be paid overtime unless they specifically request in writing within seven (7) calendar days to be placed on the holiday credit accrual list;
3. holiday time shall be accrued at the rate specified above to a maximum of eight (8) hours worked by the employee;
4. accrued holiday credit may not be accumulated in excess of two hundred eighty-eight (288) working hours exclusive of regular vacation accruals. After two hundred eighty-eight (288) hours, holiday time shall be paid at the rates specified above;

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- 5. accrued holiday credit may be taken off at times determined by mutual agreement of the employee and the District;
- 6. accrued holiday credit shall be paid off only upon a change in status of the employee such as separation, transfer to another department or reassignment to a permanent position.

SECTION 11 - VACATION LEAVE:

11.1 **Vacation Allowance:** Employees in permanent positions are entitled to vacation with pay. Accrual is based upon straight time hours of working time per calendar month of service and begins on the date of appointment to a permanent position. Increased accruals begin on the first of the month following the month in which the employee qualifies. Accrual for portions of a month shall be in minimum amounts of one (1) hour calculated on the same basis as for partial month compensation pursuant to Section 5.7 (Compensation for Portion of Month) of this MOU. Vacation credits may be taken in 1/10 hour (6 minute) increments.

11.2 **Vacation Leave on Reemployment from a Layoff List:** Employees with six (6) months or more service in a permanent position prior to their layoff, who are employed from a layoff list, shall be considered as having completed six (6) months tenure in a permanent position for the purpose of vacation leave. The appointing authority or designee will advise the District in each case where such vacation is authorized so that appropriate Payroll system override actions can be taken.

11.3 **Vacation Accrual Rates:**

<u>Length of Service</u>	<u>Monthly Accrual Hrs.</u>	<u>Maximum Cumulative Hrs.</u>
Under 5 years	10	240
5 through 14 years	13 2/3	328
15 through 24 years	16 2/3	400
25 through 29 years	20	480
30 years and up	23 1/3	560

11.4 **Accrual During Leave Without Pay:** No employee who has been granted a leave without pay or unpaid military leave shall accrue any vacation credit during the time of such leave, nor shall an employee who is absent without pay accrue vacation credit during the absence.

11.5 **Vacation Allowance for Separated Employees:** On separation from District service, an employee shall be paid for any unused vacation credits at the employee's then current hourly pay rate.

11.6 **Preference:** Preference of vacation shall be given to employees according to their seniority in their department as reasonably as possible.

11.7 **Prorated Accruals:** Employees in permanent part-time positions shall accrue vacation benefits on a prorated basis.

11.8 **Vacation Buy Back:** Employees may choose to have up to eighty (80) hours of accrued vacation time bought back per calendar year. Any hours bought back pursuant to this provision

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shall not qualify as compensation for the purpose of retirement calculations if a change in the retirement system is made as discussed in Section 24.3 (Exploration of CCCERA to CalPERS) of this MOU.

Persons hired on or after July 1, 2014, will no longer be eligible for vacation buyback.

Effective July 1, 2020, vacation buy back will no longer be available.

SECTION 12 - SICK LEAVE:

- 12.1 **Sick Leave Accruals:** Sick leave accrues at the rate of eight (8) working hours credit for each completed month of service. Employees who work a portion of a month, and permanent part-time employees are entitled to a pro rata share of the monthly sick leave credit computed on the same basis as is partial month compensation.

Credits to and charges against sick leave are made in minimum amounts of one-tenth hour (6 minute) increments.

Unused sick leave credits accumulate from year to year.

When an employee is separated other than through retirement, accumulated sick leave credits shall be cancelled, unless the separation results from layoff, in which case the accumulated credits shall be restored if reemployed in a permanent position within the period of lay off eligibility.

As of the date of retirement, an employee's accumulated sick leave is converted to retirement on the basis of one day of retirement service credit for each day of accumulated sick leave credit.

- 12.2 Policies Governing the Use of Paid Sick Leave: As indicated above, the primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. The following definitions apply:

- A. **Immediate Family:** Includes only the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster children, aunt, uncle, cousin, stepbrother, or stepsister of an employee and/or includes any other person for whom the employee is the legal guardian or conservator, or any person who is claimed as a "dependent" for IRS reporting purposes by the employee.
- B. **Temporary Illness or Injury of an Employee:** Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
- C. **Permanent Disability Sick Leave:** Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any District occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
 - 1. An application for retirement due to disability has been filed with the Retirement Board.

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2. Satisfactory medical evidence of such disability is received by the appointing authority within thirty (30) days of the start of use of sick leave for permanent disability.
3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.

D. **Sick Leave Utilization for Pregnancy Disability:** Employees, whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:

1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.
2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom the employee shall be required to undergo a physical examination by a physician selected by the District. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
3. Sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the District with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.

E. **Medical and Dental Appointments:** An employee may use paid sick leave credits:

1. For working time used in keeping medical and dental appointments for the employee's own care; and
2. For working time used by an employee for pre-scheduled medical and dental appointments for an immediate family member.

F. **Emergency Care of Family:** An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.

G. **Death of Family Member:** An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave, when appropriate, may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.

H. **Legal Adoption of a Child:** Paid sick leave credits may be used by an employee upon

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adoption of the child.

- I. Accumulated paid sick leave credits may not be used in the following situations:
 - 1. **Vacation:** Paid sick leave credits may not be used for an employee's illness or injury which occurs while the employee is on vacation. The District may authorize it when extenuating circumstances exist and the appointing authority approves.
 - 2. **Not in Pay Status:** Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

12.3 **Administration of Sick Leave:** The proper administration of sick leave is a responsibility of the employee and the District. The following procedures apply:

A. Employee Responsibilities:

- 1. Employees are responsible for notifying their District of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include the possible duration of the absence.
- 2. Employees are responsible for keeping their District informed on a continuing basis of their condition and probable date of return to work.
- 3. Employees are responsible for notifying their supervisor of the scheduled time of pre-arranged personal or family medical and dental appointments.

B. District Responsibilities: The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action.

District approval of sick leave is a certification of the legitimacy of the sick leave claim. The District or designee may make reasonable inquiries about employee absences. The District may require medical verification for an absence of three (3) or more working days. The District may also require medical verification for absences of less than three (3) working days for probable cause if the employee had been notified in advance in writing that such verification was necessary.

12.4 **Disability:**

- A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority after giving notice may place an employee on leave if the appointing authority has filed an application for disability retirement for the employee, or whom the appointing authority believes to be temporarily or permanently physically or mentally incapacitated from the performance of the employee's duties.
- B. An appointing authority who has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the health or safety of the employee, other employees, or the public, or which impair the employee's performance of duty, may order the employee to undergo at District expense and on the employee's paid time, a physical, medical and/or psychiatric examination by a licensed physician and receive a report of the findings on such examination. If the examining physician recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the District in relation to the employee overcoming any disability and/or performing their duties the

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appointing authority may direct the employee to take such leave and/or undergo such treatment.

- C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The District may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.
- D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two (2) weeks in duration, the appointing authority may order the employee to undergo at District expense a physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as he deems necessary in accordance with appropriate provisions of this MOU.
- E. Before an employee is placed on an unpaid leave of absence or suspended because of physical or mental incapacity under (A) or (B) above, the employee shall be given notice of the proposed leave of absence or suspension by letter or memorandum, delivered personally or by certified mail, containing the following:
 - 1. a statement of the leave of absence or suspension proposed;
 - 2. the proposed dates or duration of the leave or suspension which may be indeterminate until a certain physical or mental health condition has been attained by the employee;
 - 3. a statement of the basis upon which the action is being taken
 - 4. a statement that the employee may review the materials upon which the action is taken;
 - 5. a statement that the employee has until a specified date (not less than seven (7) workdays from personal delivery or mailing of the notice) to respond to the appointing authority orally or in writing.
- F. Pending response to the notice the appointing authority for cause specified in writing may place the employee on a temporary leave of absence, with pay.
- G. The employee to whom the notice has been delivered or mailed shall have seven (7) work days to respond to the appointing authority either orally or in writing before the proposed action may be taken.
- H. After having complied with the notice requirements above, the appointing authority may order the leave of absence or suspension in writing stating specifically the basis upon which the action is being taken, delivering the order to the employee either personally or by certified mail, effective either upon personal delivery or deposit in the U.S. Postal Service.
- I. An employee who is placed on leave or suspended under this Section may, within ten (10) calendar days after personal delivery or mailing to the employee of the order, appeal the order in writing through the District to the Board of Directors. Alternatively, the employee may file a written election with the District waiving the employee's right to appeal to the Board in favor of appeal to a Disability Review Arbitrator.

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- J. In the event of an appeal either to the Board or the Disability Review Arbitrator, the employee has the burden of proof to show that either:
 - 1. the physical or mental health condition cited by the appointing authority does not exist, or
 - 2. the physical or mental health condition does exist, but it is not sufficient to prevent, preclude, or impair the employee's performance of duty, or is not sufficient to endanger the health or safety of the employee, other employees, or the public.
- K. If the appeal is to the Board, the order and appeal shall be transmitted by the District to the Board for hearing under the Board's Procedures. Medical reports submitted in evidence in such hearings shall remain confidential information and shall not be a part of the public record.
- L. If the appeal is to a Disability Review Arbitrator, the employee (and his representative) will meet with the District's representative to mutually select the Disability Review Arbitrator, who may be a defacto arbitrator, or a physician, or a rehabilitation specialist, or some other recognized specialist mutually selected by the parties. The arbitrator shall hear and review the evidence. The decision of the Disability Review Arbitrator shall be binding on both the District and the employee.

Scope of the Arbitrator's Review:

- 1. The arbitrator may affirm, modify or revoke the leave of absence or suspension.
- 2. The arbitrator may make his decision based only on evidence submitted by the District and the employee.
- 3. The arbitrator may order back pay or paid sick leave credits for any period of leave of absence or suspension if the leave or suspension is found not to be sustainable, subject to the employee's duty to mitigate damages.
- 4. The arbitrator's fees and expenses shall be paid one-half by the District and one-half by the employee or Union.

12.5 **Accrual During Leave Without Pay:** No employee who has been granted a leave without pay or an unpaid military leave shall accrue any sick leave credits during the time of such leave nor shall an employee who is absent without pay accrue sick leave credits during the absence.

12.6 **Integration of State Disability Insurance (SDI) Benefits with the District Sick Leave Benefit Program:** Employees eligible for State Disability Insurance benefits and sick leave benefits for any portion of disability shall be required to make applications for both benefits. The State Disability Insurance benefits shall be returned to the District to be credited to the employee's sick leave balance on the following basis:

- 1. integration with State Disability Insurance is automatic and cannot be waived;
- 2. the amount credited to the employee's sick leave balance shall be converted to sick leave hours by dividing the amount received from State Disability Insurance by the employee's straight time hourly rate, at the time of payment, as determined by the appropriate salary schedule for the employee's class of employment;

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3. if the employee is eligible for State Disability Insurance benefits, application must be made and the benefits returned to the District for sick leave credits so that the principle of integration is completed;
4. in the event an employee is not eligible for sick leave credits from the District, there will be no integration and the employee shall not return State Disability Insurance benefits to the District;
5. in the event an employee receives sick leave benefits for a portion of the disability period, State Disability Insurance benefits must be utilized to restore only those sick leave hours used during the period of disability;
6. restoration of sick leave balances shall be rounded to the nearest one-half (1/2) hour;
7. in no instance will an employee be allowed to purchase sick leave not accrued;
8. the District will provide separate accounting for the purchased sick leave to insure that State Disability Insurance benefits are not taxable.

12.7 **Confidentiality of Information/Records**: Any use of employee medical records will be governed by the Confidentiality of Medical Information Act (Civil Code Sections 56 to 56.26).

SECTION 13 - CATASTROPHIC LEAVE BANK:

Refer to Administrative Policy No. 26.003.

SECTION 14 - STATE DISABILITY INSURANCE (SDI):

SDI payments and eligibility shall be in accordance with State law. Employees eligible for SDI benefits will be required to submit an application for SDI benefits and to have those benefits integrated with the use of their sick leave accruals on the following basis:

14.1 **General Provisions**: The California SDI program provides disability benefits beginning on the qualifying day in accordance with SDI provisions. The maximum period of State Disability Insurance payments is up to one year. Determination of SDI payments and eligibility to receive payments is at the sole discretion of the State of California.

Integration means that employees will be required to use sick leave accruals to supplement the difference between the amount of the SDI payment and the employee's base monthly salary. Integration of sick leave with the SDI benefit is automatic and cannot be waived. Integration applies to all SDI benefits paid. For employees off on SDI, the District will make appropriate integration adjustments, including retroactive adjustments if necessary. Employees must inform the District of hospitalization in a timely manner in order for the District to make appropriate integration adjustments.

State Disability Insurance benefit payments will be sent directly to the employees at their home address by the State of California.

When there are insufficient sick leave accruals available to fully supplement the difference between the SDI payment and the employee's base monthly salary, accruals other than sick leave may be used. These accruals may be used only to the extent that total payments

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do not exceed the employee's base monthly salary.

- 14.2 **Integration:** Permanent part-time, employees, and those full-time employees working modified duty shall have their sick leave integration adjusted accordingly.
- 14.3 **Definition:** "Base Monthly Salary" for purposes of sick leave integration is defined as the salary amount for the employee's step on the salary schedule for the employee's permanent classification.

SECTION 15 - WORKERS' COMPENSATION:

A permanent non-safety employee shall receive eighty-seven percent (87%) of regular monthly salary for all accepted claims filed with the District.

- A. **Continuing Pay:** Continuing pay begins at the same time that temporary Workers' Compensation starts and continues until the temporary disability ends, or until one (1) year has expired, whichever comes first. All continuing pay under the Workers' Compensation Program will be cleared through the District.

Whenever an employee who has been injured on the job and has returned to work is required by ~~an attending~~ a physician **as part of the Workers Compensation process and approved by the Workers Compensation administrator** for treatment **for the work-related injury** during working hours, the employee shall be allowed ~~time off~~ **up to a three (3) hour absence** for such treatment without loss of pay or benefits. This provision applies only to injuries that have been accepted by the District as a job connected injury.

- B. **Full Pay Beyond One Year:** If an injured employee remains eligible for temporary disability beyond one (1) year, the employee's applicable salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits. If salary integration is no longer available, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.
- C. **Rehabilitation Integration:** An injured employee who is eligible for Workers' Compensation Rehabilitation Temporary Disability benefits and whose disability is medically permanent and stationary will continue to receive their applicable salary by integrating sick leave and/or vacation accruals with Workers' Compensation Rehabilitation Temporary Disability benefits until those accruals are exhausted. Thereafter, the Rehabilitation Temporary Disability benefits will be paid directly to the employee.
- D. **Health Insurance:** The District contribution to the employee's group insurance plan(s) continues during the continuing pay period and during integration of sick leave or vacation with Workers' Compensation benefits.

SECTION 16 - LEAVE OF ABSENCE:

- 16.1 **Leave Without Pay:** Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority; provided, however, that leaves for pregnancy, pregnancy disability, serious health conditions, and family care shall be granted in accordance with applicable State and Federal law.
- 16.2 **General Administration - Leaves of Absence:** Requests for leave without pay shall be made upon forms prescribed by the District and shall state specifically the reason for

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the request, the date when it is desired to begin the leave, and the probable date of return.

A. Leave without pay may be granted for any of the following reasons:

1. illness or disability;
2. pregnancy;
3. parental;
4. to take a course of study such as will increase the employee's usefulness on return to the position.
5. for other reasons or circumstances acceptable to the appointing authority.

B. 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.

C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority 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.

D. 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 in accordance with Section 16.4 (Family Care Leave or Medical Leave) below.

E. 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 appointing authority in writing at least fifteen (15) days in advance of the proposed return. Early return is subject to prior approval by the appointing authority. The District shall be notified promptly of such return.

F. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, disability, or serious health condition, the decision of the appointing authority on granting or denying leave or early return from leave shall be subject to appeal to the District and not subject to appeal through the grievance procedure set forth in this MOU.

16.3 **Military Leave:**

Refer to Board Resolution No. 03-04

16.4 **Family Care Leave or Medical Leave:** The Fire District shall comply with all State and Federal laws pertaining to family and medical leave.

16.5 **Certification:** 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 appointing authority.

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- 16.6 **Intermittent Use of Leave:** The eighteen (18) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The eighteen (18) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 16.11 (Leave Without Pay - Use of Accruals) below. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the eighteen (18) week entitlement.
- 16.7 **Aggregate Use for Spouses:** In the situation where husband and wife are both employed by the District, the family care of medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of eighteen (18) weeks during each calendar year period. Employees requesting family care leave are required to advise the appointing authority when their spouse is also employed by the District.
- 16.8 **Definitions:** For medical and family care leaves of absence under this Section, the following definitions apply:
1. **Child:** A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.
 2. **Parent:** A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.
 3. **Spouse:** A partner in marriage as defined in California Civil Code Section 4100.
 4. **Domestic Partner:** An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.
 5. **Serious Health Condition:** An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by state and federal law.
 6. **Certification for Family Care Leave:** A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:
 - a. the date, if known, on which the serious health condition commenced,
 - b. the probable duration of the condition;
 - c. an estimate of the amount of time which the employee needs to render care or supervision;
 - d. a statement that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision;
 - e. if for intermittent leave or a reduced work schedule leave, the certification should

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indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.

7. **Certification for Family Medical Leave:** A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:
 - a. the date, if known, on which the serious health condition commenced;
 - b. the probable duration of the condition;
 - c. a statement that the employee is unable to perform the functions of the employee's job;
 - d. if for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.

8. **Comparable Positions:** A position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave. Ordinarily, the job assignment will be the same duties in the same program area located in the same city, although specific clients, caseload, co-workers, supervisor(s), or other staffing may have changed during an employee's leave.

- 16.9 **Pregnancy Disability Leave:** Insofar as pregnancy disability leave is used under Section 12.2.D (Sick Leave Utilization for Pregnancy Disability), that time will not be considered a part of the eighteen (18) week family care leave period.

- 16.10 **Group Health Plan Coverage:** Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the District contribution by maintaining their employment in pay status as described in Section 13 (Catastrophic Leave Bank). During the eighteen (18) weeks of an approved medical or family care leave under Section 16.4 (Family Care Leave or Medical Leave) above, the District will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 16.11 (Leave Without Use of Accruals). In order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the District directly.

- 16.11 **Leave Without Pay - Use of Accruals:**
 - A. **All Leaves of Absence:** During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 12.2 (Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by LTD Benefit Coordination or SDI/Sick Leave Integration or as provided in the Sections below.

 - B. **Family Care or Medical Leave:** During the eighteen (18) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence

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without pay, the employee will be required to use at least 0.1 hour of sick leave, if so entitled under 12.2 (Policies Governing the Use of Paid Sick Leave), vacation floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A. above.

- C. **Leave of Absence /Long Term Disability (LTD) Benefit Coordination:** An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in Section B herein during the eighteen (18) weeks entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) weeks entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection A. herein.
- D. Sick leave accruals may not be used during any leave of absence, except as allowed under 12.2 (Policies Governing the Use of Paid SickLeave).

- 16.12 **Leave of Absence Replacement and Reinstatement:** Any permanent employee who requests reinstatement to the classification held by the employee in the same District at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and District and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of a permanent employee, the provisions of Section 9 (Seniority, Workforce Reduction, Layoff & Reassignment) shall apply.
- 16.13 **Reinstatement From Family Care Medical Leave:** In the case of a family care or medical leave, an employee on a 5/40 schedule shall be reinstated to the same or comparable position if the return to work is after no more than ninety (90) work days of leave from the initial date of a continuous leave, including use of accruals, or within the equivalent on an alternate work schedule. A full time employee taking reduced work schedule leave shall be reinstated to the same or comparable position if the return to work on a full schedule is after no more than 720 hours, including use of accruals, of intermittent or reduced schedule leave. At the time the original leave is approved, the appointing authority shall notify the employee in writing of the final date to return to work, or the maximum number of hours of leave, in order to guarantee reinstatement to the same or comparable position. An employee on a schedule other than 5/40 shall have the time frame for reinstatement to the same or comparable position adjusted on a pro rata basis.
- 16.14 **Salary Review While on Leave of Absence:** The salary of an employee who is on leave of absence from a District position on any anniversary date and who has not been absent from the position on leave without pay more than six (6) months during the preceding year, shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.
- 16.15 **Unauthorized Absence:** An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or canceled by the appointing authority, or at the expiration of a leave, shall be without pay. Such absence may also be grounds for disciplinary action.
- 16.16 **Non-Exclusivity:** Other MOU language on this subject, not in conflict with this MOU, shall remain in effect.

SECTION 17 - JURY DUTY AND WITNESS DUTY:

- 17.1 **Jury Duty:** For purposes of this Section, jury duty shall be defined as any time an

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employee is obligated to report to the court.

- A. When called for jury duty, District employees, like other citizens, are expected to discharge their jury duty responsibilities.
- B. Employees shall advise the District as soon as possible if scheduled to appear for jury duty.
- C. If summoned for jury duty in a Municipal, Superior, or Federal Court, or a Coroner's jury, employees may remain in their regular District pay status, or they may take paid leave (vacation, floating holiday, etc.) or leave without pay and retain all fees and expenses paid to them.
- D. When an employee is summoned for jury duty selection or is selected as a juror in a Municipal, Superior or Federal Court, employees may remain in a regular pay status if they waive all fees (other than mileage), regardless of shift assignment and the following shall apply:
 - 1. If an employee elects to remain in a regular pay status and waive or surrender all fees (other than mileage), the employee shall obtain from the Clerk or Jury Commissioner a certificate indicating the days attended and noting that fees other than mileage are waived or surrendered. The employee shall furnish the certificate to his District where it will be retained as a District record. No "Absence/Overtime Record" is required.
 - 2. An employee who elects to retain all fees must take leave (vacation, floating holiday, etc.) or leave without pay. No court certificate is required but an "Absence/Overtime Record" must be submitted to the District Personnel Technician.
- E. Employees are not permitted to engage in any employment regardless of shift assignment or occupation before or after daily jury service that would affect their ability to properly serve as jurors.
- F. An employee on short notice standby to report to court, whose job duties make short notice response impossible or impractical, shall be given alternate work assignments for those days to enable them to respond to the court on short notice.
- G. When an employee is required to serve on jury duty, the District will adjust that employee's work schedule to coincide with a Monday to Friday schedule for the remainder of their service, unless the employee requests otherwise.

17.2 **Witness Duty:** Employees called upon as a witness or an expert witness in a case arising in the course of their work may remain in their regular pay status and turn over to the District all fees and expenses paid to them, other than mileage allowance, or they may take vacation leave or leave without pay and retain all fees and expenses.

Employees called to serve as witnesses in private cases or personal matters (e.g., accident suits and family relations) shall take vacation leave or leave without pay and retain all witness fees paid to them.

Retention or waiver of fees shall be governed by the same provisions as apply to jury duty as set forth in Section 17.1 (Jury Duty) of this MOU. Employees shall advise the District as soon as possible if scheduled to appear for witness duty.

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SECTION 18 - HEALTH & WELFARE AND DENTAL CARE:

~~18.1 **Medical Rates:** Effective following Board approval of this MOU, the District's monthly medical contribution will be set at the PERS minimum contribution level (currently \$119/month and as subsequently adjusted by PERS and/or statute). Concurrently, and going forward, for each participant, the District's maximum further obligation for medical related expenses shall be the difference between the amount of the District's monthly medical plan contribution prior to this MOU:~~

Employee Only	\$575.44
Employee +1	\$1,150.85
Employee + 2 or more	\$1,496.11

~~and the PERS minimum health contribution (currently \$119/month), 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 \$119/month amount defined above 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 shall be capped at the amounts contributed by the District prior to adoption of this MOU. The District assumes no responsibility regarding the tax consequence of any benefit provided under this MOU.~~

18.1 Medical Rates and Confirmation of Elimination of In-Lieu Health Benefits Payments

A. Immediately prior to Board adoption of this MOU, the District's monthly medical contribution for unit members was set at the PERS minimum contribution level (currently \$133/month and as subsequently adjusted by PERS and/or statute). The District's maximum further obligation for medical related expenses was the difference between the PERS minimum health contribution and the following:

<u>Employee Only</u>	<u>\$684</u>
<u>Employee +1</u>	<u>\$1,368</u>
<u>Employee + 2 or more</u>	<u>\$1,778</u>

B. Effective January 1, 2019, the District's maximum obligation for medical related expenses as set forth above shall be increased to the amount of the PERS minimum health contribution plus an additional amount equal to the difference between the PERS minimum health contribution and the following:

<u>Employee Only</u>	<u>\$715</u>
<u>Employee +1</u>	<u>\$1,429</u>
<u>Employee + 2 or more</u>	<u>\$1,858</u>

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

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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.

C. Elimination of Stipend In-Lieu of Medical Benefits Program

The stipend in lieu of medical benefits program as originally established by means of Board Resolution No. 10-13, was eliminated effective January 1, 2018.

Pursuant to Board Resolution No. 17-18, the District set aside and preserved, on a monthly basis, monetary amounts equal to those previously paid into 457(B) deferred compensation accounts for employees participating in the program as of December 31, 2017. The District shall pay to such employees a lump sum reflecting their share of these monies for the period January 1, 2018 through February 28, 2019.

18.2 **Dental Rates:** Effective the beginning of the month after the Board of Directors ratifies the new MOU, the District's maximum obligation toward dental premiums shall be the following for the term of the MOU:

Employee only	\$51.20/month
Employee +1	\$90.12/month
Employee +2 or more	\$136.35/month

18.3 **Medicare Rates:** Corresponding Medicare rates for employees covered under this MOU shall be as follows; for Employee Only on Medicare by taking the Employee Only rate for the option selected and subtracting the monthly Part B Medicare premium withheld from Social Security payments for one enrollee; for Employee and Dependent(s) with one member on Medicare by taking the Employee and Dependent(s) rate for the option selected and subtracting the monthly Part B Medicare premium withheld from Social Security payments for one enrollee; for Employee and Dependent(s) with two members on Medicare by taking the Employee and Dependent(s) rate for the option selected and subtracting the monthly Part B Medicare premium withheld from Social Security payments for two enrollees.

18.4 **Partial Month:** The District's contribution to the Health Plan premium is payable for any month in which the employee is paid. If an employee is not paid enough compensation in a month to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the District. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan. An employee is thus covered by the health plan for the month in which compensation is paid.

18.5 **Coverage During Absences:** An employee on approved leave shall be allowed to continue their health plan coverage at the District group rate for twelve (12) months provided that the employee shall pay the entire premium for the Health Plan during said leave.

An employee on leave in excess of twelve (12) months may continue health plan coverage by converting to an individual health plan option (if available) or continuing group coverage

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subject to the provisions of the Consolidated Omnibus Budget Reduction Act (COBRA) provided the employee pays the entire cost of coverage, plus any administrative fees, for the option selected. The entire cost of coverage shall be paid at a place and time specified by the District. Late payment may result in cancellation of health plan coverage with no reinstatement allowed.

An employee who terminates District employment may convert to individual health plan coverage, if available, or may continue District group health plan coverage to the extent provided under COBRA by making premium payments to the District at a time and place specified by the District.

- 18.6 **Retirement Coverage:** Employees hired prior to July 1, 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 \$119/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	\$575.44
Employee +1	\$1,150.85
Employee + 2 or more	\$1,496.11

and the PERS minimum health contribution paid to active employees.

Employees hired on or after July 1, 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 in 18.1 above (currently \$119/month).

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

- 18.7 **Dual Coverage:** If a husband and wife both work for the District and one of them is laid off, the remaining eligible shall be allowed to enroll or transfer into the health coverage combination of his/her choice.

An eligible employee who is no longer covered for medical or dental coverage through a spouse's coverage shall be allowed to enroll or transfer into the health coverage combination of his/her choice within thirty (30) days of the date coverage is no longer afforded under the spouse's plan.

- 18.8 **Health Care Spending Account:** The District will offer regular full-time and part-time (20/40 or greater) District employees the option to participate in a Health Care Spending Account (HCSA) Program designed 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.

- 18.9 **CalPERS Long Term Care:** The District proposes to deduct and remit monthly premium and eligible lists to the CalPERS Long Term Care Administrator, at no District administrative cost, for District employees who are eligible and voluntarily elect to purchase long term care through the CalPERS Long Term Care Program. This provision only applies if it is consistent with CalPERS regulations.

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The District further agrees that District employees interested in purchasing CalPERS Long Term Care may participate in meetings scheduled by CalPERS Long Term Care in District facilities during non-work hours. (e.g. coffee breaks, lunch hour).

18.10 **Deferred Retirement:** Effective two months following an approved agreement, employees who resign and file for a deferred retirement may continue in their District group health and dental plan; the following conditions and limitations apply:

- A. Life insurance coverage is not included.
- B. To be eligible to continue health and dental coverage, the employee must:
 - 1. be qualified for a deferred retirement under the 1937 Retirement Act provisions.
 - 2. be an active member of a District group health and/or dental plan at the time of filing their deferred retirement application and elect to continue health benefits.
 - 3. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of their application for deferred retirement.
 - 4. file an election to defer retirement and to continue health benefits hereunder with the District Benefits Division within thirty (30) days before their separation from District service.
- C. Deferred retirees who elect continued health benefits hereunder may maintain continuous membership in their District health and/or dental plan group during the period of deferred retirement at their full personal expense, by paying the full premium for their health and dental coverage on or before the 11th of each month to the District. When they begin to receive retirement benefits, they will qualify for the same health and/or dental plan coverage and District subvention to which retirees who did not defer retirement are entitled.
- D. Deferred retirees who elect continued health benefits hereunder may elect not to maintain participation in their District health and/or dental plan during their deferred retirement period; and may instead qualify for the same coverage and District subvention in any District health and/or dental plan when they begin to receive retirement benefits as retirees who did not defer retirement are entitled; provided reinstatement to a District group health and/or dental plan with District subvention occurs no sooner than the first of the month following a full three (3) calendar month waiting period after the commencement of their monthly allowance.
- E. Eligibility for District subvention will not exist hereunder unless and until the member draws a monthly retirement allowance within not more than twenty-four (24) months after separation from District service.
- F. Deferred retirees are required to meet the same eligibility provisions for health/dental plans as active/retired employees.

SECTION 19 – PROBATIONARY PERIOD:

19.1 **Duration:** All appointments from officially promulgated employment lists for original entrance or promotion shall be subject to a probationary period. This period shall be from six (6) months to two (2) years' duration.

19.2 **Revised Probationary Period:** When the probationary period for a class is changed, only

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new appointees to positions in the classification shall be subject to the revised probationary period.

- 19.3 **Criteria:** The probationary period shall date from the time of appointment to a permanent position after certification from an eligible list. It shall not include time served under provisional appointment or under appointment to limited term positions or any period of continuous leave of absence without pay or period of work connected disability exceeding fifteen (15) calendar days.
- 19.4 **Rejection During Probation:** An employee who is rejected during the probation period and restored to the eligible list shall begin a new probationary period if subsequently certified and appointed.
- A. Appeal From Rejection:** Notwithstanding any other provisions of this Section, an employee (probationer) shall have the right to appeal from any rejection during the probationary period based on political activity, ~~or religion~~ or creed (including religious dress or grooming practices), ~~or union activities, or~~ ancestry, race, color, national origin, marital status, military service or veteran status, sex or gender (including pregnancy, childbirth or breastfeeding), age, disability, ~~or~~ sexual orientation, gender or gender expression, age (to the extent prohibited by applicable State or Federal law), actual or perceived physical or mental disability (including HIV and AIDS status), medical condition, or genetic information.
- B. The appeal must be written, must be signed by the employee and set forth the grounds and facts by which it is claimed that grounds for appeal exist under Subsection A and must be filed through the District to the Board of Directors by 5:00 p.m. on the seventh (7th) calendar day after the date of delivery to the employee of notice of rejection.
- C. The Board shall consider the appeal, and if it finds probable cause to believe that the rejection may have been based on grounds prohibited in Subsection A, it may refer the matter to a Hearing Officer for hearing, recommended findings of fact, conclusions of law and decision, pursuant to the relevant provisions of the Board rules in which proceedings the rejected probationer has the burden of proof.
- D. If the Board finds no probable cause for a hearing, it shall deny the appeal. If, after hearing, the Board upholds the appeal, it shall direct that the appellant be reinstated in the position and the appellant shall begin a new probationary period unless the Board specifically reinstates the former period.
- 19.5 **Regular Appointment:** The regular appointment of a probationary employee shall begin on the day following the end of the probationary period, subject to the condition that the District receive from the appointing authority a statement in writing that the services of the employee during the probationary period were satisfactory and that the employee is recommended for permanent appointment. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this MOU, without notice and without right of appeal or hearing except as provided in Section 19.4.A (Rejection During Probation). If the appointing authority has not returned the probation report, a probationary employee may be rejected from the service within a reasonable time after the probation period for failure to pass probation. The appointing authority shall attempt to give a probationary employee five (5) days notice of said rejection. If the appointing authority fails to submit in a timely manner the proper written documents certifying that a probationary employee has served in a satisfactory manner and later acknowledges it was his or her intention to do so, the regular appointment shall begin on

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the day following the end of the probationary period.

Notwithstanding any other provisions of the MOU, an employee rejected during the probation period from a position in which the employee had been promoted or transferred from an eligible list, shall be restored to a position in the department from which the employee was promoted.

A probationary employee who has been rejected or has resigned during probation shall not be restored to the eligible list from which the employee was certified unless the employee receives the affirmative recommendation from the appointing authority and is certified by the District whose decision is final. The District shall not certify the name of a person restored to the eligible list to the same appointing authority by whom the person was rejected from the same eligible list, unless such certification is requested in writing by the appointing authority.

- 19.6 **Layoff During Probation:** An employee, who is laid off during probation, if reemployed in the same class, shall be required to complete only the balance of the required probation.

If reemployed in another classification, the employee shall serve a full probationary period.

- 19.7 **Rejection During Probation of Layoff Employee:** An employee who has achieved permanent status in the class before layoff and who subsequently is appointed from the layoff list and then rejected during the probation period shall be automatically restored to the layoff list, unless discharged for cause, if the person is within the period of layoff eligibility. The employee shall begin a new probation period if subsequently certified and appointed in a different classification than that from which the employee was laid off.

SECTION 20 - RESIGNATIONS:

An employee's voluntary termination of service is a resignation. Written resignations shall be forwarded to the Board of Directors by the appointing authority immediately on receipt, and shall indicate the effective date of termination. Oral resignation shall be immediately confirmed by the Fire Chief in writing to the employee and shall indicate the effective date of termination .

- 20.1 **Resignation in Good Standing:** A resignation giving the appointing authority written notice at least two (2) weeks in advance of the last date of service (unless the appointing authority requires a longer period of notice, or consents to the employee's terminating on shorter notice) is a resignation in good standing.

- 20.2 **Constructive Resignation:** A constructive resignation occurs and is effective when:

1. An employee has been absent from duty for five (5) consecutive working days without leave and
2. five (5) more consecutive working days have elapsed without response by employee after the mailing of a notice of resignation by the appointing authority to the employee at the employee's last known address.

- 20.3 **Effective Resignation:** A resignation is effective when delivered or spoken to the appointing authority, operative either on that date or another date specified.

- 20.4 **Revocation:** A resignation that is effective is revocable only by written concurrence of the employee and the appointing authority.

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20.5 **Coerced Resignations:**

- A. **Time Limit:** A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its

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expression, by serving written notice on the District and a copy on the appointing authority.

- B. **Reinstatement:** If the appointing authority acknowledges that the employee could have believed that the resignation was coerced, it shall be revoked and the employee returned to duty effective on the day following the appointing authority's acknowledgment without loss of seniority or pay.
- C. **Contest:** Unless, within seven (7) days of the receipt of the notice, the appointing authority acknowledges that the resignation could have been believed to be coerced, this question should be handled as an appeal to the Board. In the alternative, the employee may file a written election with the District waiving the employee's right of appeal to the Board in favor of the employee's appeal rights under the grievance procedure contained in Section 22 (Grievance Procedure) of the MOU beginning with Step 3.
- D. **Disposition:** If a final decision is rendered that determines that the resignation was coerced, the resignation shall be deemed revoked and the employee returned to duty effective on the day following the decision but without loss of seniority or pay, subject to the employee's duty to mitigate damages.

SECTION 21 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION:

21.1 **Sufficient Cause for Action:** The appointing authority may dismiss, suspend, temporarily reduce pay, or demote, any employee for cause. A temporary reduction in pay is not to exceed more than five percent (5%) for a period of up to three (3) months. The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions and dismissal, suspension, temporary reduction in pay, or demotion may be based on reasons other than those specifically mentioned:

- 1. absence without leave,
- 2. conviction of any criminal act involving moral turpitude,
- 3. conduct tending to bring the District into disrepute,
- 4. disorderly or immoral conduct,
- 5. incompetence or inefficiency,
- 6. insubordination,
- 7. being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on District premises,
- 8. neglect of duty, i.e. non-performance of assigned responsibilities,
- 9. negligent or willful damage to public property or waste of public supplies or equipment,
- 10. violation of any lawful or reasonable regulation or order given by a supervisor or District,

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11. willful violation of any of the provisions of the policies or regulations,
 12. material and intentional misrepresentation or concealment of any fact in connection with obtaining employment,
 13. misappropriation of District funds or property,
 14. unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this MOU,
 15. dishonesty or theft,
 16. excessive or unexcused absenteeism and/or tardiness.
 17. sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.
- 21.2 **Skelly Requirements:** Notice of Proposed Action (Skelly Notice). Before taking a disciplinary action to dismiss, suspend for more than five (5) work days (four (4) work days for employees on 4-10 work week), temporarily reduce the pay of or demote an employee, the appointing authority shall cause to be served personally or by certified mail on the employee, a Notice of Proposed Action, which shall contain the following:
1. Statement of the action proposed to be taken.
 2. A copy of the charges, including the acts or omissions and grounds upon which the action is based. If the employee so requests in writing, a copy of any written disciplinary action affecting an employee shall be furnished to the Union
 3. If it is claimed that the employee has violated a rule or regulation of the District a copy of said rule shall be included with the notice.
 4. A statement that the employee may review and request copies of materials upon which the proposed action is based.
 5. A statement that the employee has seven (7) calendar days to respond to the appointing authority either orally or in writing.
- 21.3 **Employee Response:** The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the appointing authority either orally or in writing before the proposed action may be taken. Upon request of the employee and for good cause, the appointing authority may extend in writing the period to respond. If the employee's response is not filed within seven (7) days or during any extension, the right to respond is lost.
- 21.4 **Leave Pending Employee Response:** Pending response to a Notice of Proposed Action within the first seven (7) days or extension thereof, the appointing authority for cause specified in writing may place the employee on temporary leave of absence, with pay.

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- 21.5 **Length of Suspension:** Suspensions without pay shall not exceed thirty (30) days unless ordered by an arbitrator, an adjustment board or the Board of Directors.

- 21.6 **Procedure on Dismissal, Suspension, Temporary Reduction in Pay or Disciplinary Demotion:**
 - A. In any disciplinary action to dismiss, suspend, temporarily reduce pay, or demote an employee having permanent status in a position, after having complied with the Skelly requirements where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.

 - B. **Service of Order:** Said order of dismissal, suspension, temporary reduction of pay, or demotion shall be filed with the District, showing by whom and the date a copy was served upon the employee to be dismissed, suspended or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the US Postal Service.

 - C. **Employee Appeals from Order:** The employee may appeal an order of dismissal, suspension, temporary reduction in pay, or demotion through the procedures of Section 22 (Grievance Procedure) of this MOU provided such appeal is filed with the Fire Chief within five (5) calendar days after service of said order.

- 21.7 **Weingarten:** In accordance with applicable law, an employee is entitled to have a union representative present at an investigatory interview with the employee's supervisor when the employee reasonably believes that disciplinary action might result. It is the responsibility of the employee to request the presence of a union representative, and when such a request is made by the employee, the investigatory interview shall be temporarily recessed for a reasonable period of time until a union representative can be present.

SECTION 22 - GRIEVANCE PROCEDURE:

22.1 **Definition and Procedural Steps:** A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU 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. The Union may represent the grievant at any stage of the process. Grievances must be filed within thirty (30) days of the incident or occurrence about which the claims to have a grievance and shall be processed in the following manner:

Step 1 Any employee or group of employees who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the grievant's immediate supervisor, who shall meet with the grievant within five (5) days of receipt of a written request to hold such meeting.

Step 2 If a grievance is not satisfactorily resolved in Step 1 above, the grievant may submit the grievance in writing within ten (10) workdays to such management official as the District may designate. This formal written grievance shall state which provision of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected him or her to his or her detriment, and the redress he or she seeks. A copy of each written communication on a grievance shall be filed with the District. The District or his or her designee shall have ten (10) work days in which to respond to the grievance in writing.

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Step 3 If a grievance is not satisfactorily resolved in Step 2 above, the grievant may appeal in writing within ten (10) workdays to the District. The District or his or her designee shall have twenty (20) work days in which to investigate the merit of the complaint and to meet with the District and the grievant and attempt to settle the grievance.

Step 4 No grievance may be processed under this Section, which has not first been filed and investigated in accordance with Step 3 above and filed within ten (10) workdays of the written response of the District or his/her designee. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this MOU, such grievance shall be submitted in writing to an Adjustment Board comprised of three (3) Union representatives, no more than two (2) of whom shall be either an employee of the District or an elected or appointed official of the Union presenting this grievance, and three (3) representatives of the District, no more than two (2) of whom shall be either an employee of the District or a member of the staff of an organization employed to represent the District in the meeting and conferring process. Where the parties agree, the Adjustment Board may be comprised of two (2) Union representatives and two (2) District representatives. The Adjustment Board shall meet within twenty (20) workdays of receipt of the written request. If the District fails to meet the time limits specified in Step 4 and the grievant demands in writing that an Adjustment Board be convened, the District will convene an Adjustment Board within ten (10) work days or the grievance will move to arbitration upon demand.

Step 5 If an Adjustment Board is unable to arrive at a majority decision, either the grievant (or the District, when alleging a violation of Section 22.6 below) may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the grievant and the District. Such request shall be submitted within twenty (20) workdays of the rendering of the Adjustment Board decision. Within twenty (20) days of the request for arbitration the parties shall mutually select an arbitrator who shall render a decision within thirty (30) workdays from the date of final submission of the grievance including receipt of the court reporter's transcript and post-hearing briefs, if any. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the grievant and the District. Each party, however, shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

22.2 **Scope of Adjustment Board & Arbitration Decisions:**

- A. Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted bylaw.
- B. 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 the Union which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in Subsection 22.1 (Definition and Procedural Steps).
- C. Proposals to add to or change this MOU or to change written agreements supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this

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MOU or written agreements supplementary hereto or to establish any new terms or conditions of employment.

- D. If the District in pursuance of the procedures outlined in Subsection 22.1, Step 3, or the Adjustment Board in pursuance of the provisions of Subsection 22.1, Step 4 resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.
- E. No change in this MOU or interpretations thereof (except interpretations resulting from Adjustment Boards or arbitration proceedings hereunder) will be recognized unless agreed to by the District and the Union.

22.3 **Time Limits:** The time limits specified above may be waived by mutual agreement of the parties to the grievance. If the District fails to meet the time limits specified in Steps 1 through 3 above, the grievance will automatically move to the next step. If a grievant fails to meet the time limits specified in Steps 1 through 3 above, the grievance will be deemed to have been settled and withdrawn.

22.4 **Union Notification:** An official, with whom a formal grievance is filed by a grievant who is included in a unit represented by the Union, shall give the Union a copy of the formal presentation.

22.5 **Compensation Complaints:** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the District. Only complaints which allege that employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process, if not detailed in the MOU which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than two (2) years from the date upon which the complaint was filed.

22.6 **Strike/Work Stoppage:** During the term of this MOU, the Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sickout, or refusal to perform customary duties.

In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises his or her supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of his or her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

22.7 **Filing by Union:** The Union may file a grievance at Step 3 on behalf of affected employees when action by the District violates a provision of this MOU.

22.8 **Disputes Over Existence of Grievance:** Disputes over whether a grievance exists as defined in Section 22.1 (Definition and Procedural Steps) shall be resolved through the grievance procedure.

SECTION 23 - BILINGUAL PAY:

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A salary differential of sixty-fifty dollars (\$65.00) per month shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and District. Said differential shall be prorated for employees working less than full time. Designation of positions for which bilingual proficiency is required is the sole prerogative of the District. The Union shall be notified when such designations are made.

SECTION 24 - RETIREMENT:

24.1 **Contribution:** Employees shall be responsible for payment of the employees' contribution for the retirement cost of living program as determined by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the District paying any part of the employee's share.

The employee will pay 100% of the employee's contribution as part of the 414(h) 2.

24.2 **2% at Age 55:** Effective July 1, 2002 the current retirement formula for miscellaneous employees (for retirement plan purposes) shall be replaced with a formula commonly called 2% at 55. Contribution rates shall be as defined under the signed County Coalition Agreement, dated January 17, 2002.

24.3 **Exploration of CCCERA to CalPERS:** Employees agree to participate in the exploration, development, and implementation of changing retirement systems from Contra Costa County Employees Retirement Association (CCCERA) to the California Public Employees Retirement System (CalPERS) should the District and its employees vote to do so. This agreement is contingent upon each member of Local 2700 being made "whole" and there is no "negative" impact to the employee in the change, that is, they are afforded a plan (2.7% @ 55) in CalPERS that is equal in final retirement benefit level as that of which they would have received in CCCERA.

SECTION 25 - REIMBURSEMENT:

25.1 **Training Reimbursement:** The District Policy on Training shall govern reimbursement for training and shall limit reimbursement for career development training to two hundred seventeen dollars (\$217) per semester or one hundred sixty two dollars and fifty cents (\$162.50) per quarter, not to exceed six hundred fifty dollars (\$650) per year, except as otherwise provided in the supplemental sections of this MOU. Reimbursement under the above limits for the cost of books for career development training shall be allowable.

25.2 **Personal Property Reimbursement:** The loss or damage to personal property of employees is subject to reimbursement under the following conditions:

- A. The loss or damage must result from an event which is not normally encountered or anticipated on the job and which is not subject to the control of the employee.
- B. Ordinary wear and tear of personal property used on the job is not compensated.
- C. Employee tools or equipment, provided without the express approval of the District, and automobiles are excluded from reimbursement.
- D. The loss or damage must have occurred in the line of duty.
- E. The loss or damage was not a result of negligence or lack of proper care by the employee.

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- F. The personal property was necessarily worn or carried by the employee in order to adequately fulfill the duties and requirements of the job.
- G. The loss or damage to employee's eyeglasses, dentures, or other prosthetic devices did not occur simultaneously with a job connected injury covered by workers' compensation.
- H. The amount of reimbursement shall be limited to the actual cost to repair damages. Reimbursement for items damaged beyond repair shall be limited to the actual value of the item at the time of loss or damage but not more than the original cost.
- I. The burden of proof of loss rests with the employee.
- J. Claims for reimbursement must be processed in accordance with the Policy on Compensation for Loss or Damage to the Personal Property.

25.3 **Reimbursement for Meal Expenses:** Employees shall be reimbursed for meal expenses under the following circumstances and in the amount specified:

- A. When the employee is required to be out of the employees regular or normal work area during a meal hour because of a particular work assignment and with prior approval of the District or his designee.
- B. When the employee is required to stay over to attend consecutive or continuing afternoon and night sessions of a board or commission.
- C. When the employee is required to incur expenses as host for official guests of the District, work as members of examining boards, official visitors, and speaker or honored guests at banquets or other official functions.
- D. When the employee is required to work three (3) or more hours of overtime; in this case the employee may be reimbursed in accordance with the Purchasing Policy on Expense Reimbursement.
- E. Meal costs will be reimbursed only when eaten away from home, or away from the facility in the case of employees at 24-hour institutions.
- F. Procedures and definitions relative to reimbursement for meal expenses shall be in accordance with the Purchasing Policy on Expense Reimbursement.

SECTION 26 - CLASSIFICATION:

Existing classes of positions may be abolished or changed and new classes may be added to the classification plan by the District subject to approval by the Board of Directors. The District will offer to meet and confer with the Union on the minimum qualifications and salary of new classes and on any proposed changes in the minimum qualifications in current classes represented by the Union.

If the District wishes to add duties to classes represented by the Union, the Union shall be notified and upon request of the Union, representatives of the Moraga-Orinda Fire District will meet and consult with the Union over such duties.

SECTION 27 - SAFETY:

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- A. **Safety in the Workplace:** The District shall expend every effort to see to it that the work performed under the terms and conditions of this MOU is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations. The District is aware of the U.S. Supreme Court "W hirlpool" decision regarding safe working conditions and will continue to comply with all of the provisions of that decision. The Union may recommend safety guidelines, regulations, training programs and necessary corrective actions concerning conditions associated with the work environment. The District encourages all employees to participate on/with the Safety Committee.

- B. **Video Display Terminal Plan:** The District agrees that employees using certain video displays are eligible for the VDTP under the following circumstances. Must be certified by the District as a user of a video display terminal for at least two (2) hours per day.
 - 1. The District will reimburse up to \$200 to the employee every other year, after proof of eye exam and submission of invoice for glasses.
 - 2. The prescription must be for lenses prescribed for use at a Video Display Terminal.
 - 3. There is no coverage for contact lenses.
 - 4. This VDTP is not to be construed as having any applicability to a situation that falls within the scope of the workers' compensation laws of the State of California.

SECTION 28 - MILEAGE:

- 28.1 **Mileage Reimbursement Rate:** Mileage allowance for the use of personal vehicles on District business shall be paid according to the rates allowed by the Internal Revenue Service 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 Internal Revenue Service, whichever is later.

- 28.2 **Mileage Reimbursement Policy:** Mileage from an employee's home to the normal work location is not reimbursable. The normal work location is the location to which an employee is regularly assigned. An employee with more than one (1) normal work location shall be reimbursed for the mileage traveled in the same workday between those work locations.

When an employee is temporarily reassigned to a different work location, mileage will be reimbursed in excess of the normal mileage between the employee's home and the regular work location.

SECTION 29 - PERFORMANCE EVALUATION:

In those instances when there is a written performance evaluation of an employee and the employee is requested to sign the evaluation, the employee shall receive a copy of the evaluation if the employee so requests.

SECTION 30 - PERSONNEL FILES:

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The District shall maintain only one official personnel file per employee. Employees shall have the right to inspect and review any official record(s) relating to his or her performance as an employee or to a grievance concerning the employee which is kept or maintained by the District in the employee's personnel file in 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. In a case involving a grievance or disciplinary action, the employee's designated representative may also review the employee's personnel file with specific written authorization from the employee. Copies of written reprimands or memoranda pertaining to an employee's unsatisfactory performance which are to be placed in the employee's personnel file shall be given to the employee who shall have the right to respond in writing to said documents.

The District shall provide an opportunity for the employee to respond in writing to any information, which is in the employee's personnel file about which he or she disagrees. 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 the employee's permanent personnel record.

This Section does not apply to the records of an employee relating to the investigation of a possible criminal offense, medical records and information or letters of reference.

SECTION 31 - LENGTH OF SERVICE DEFINITION:

The length of service credits (for service awards & vacation accruals) for each employee of the District shall date from the beginning of the last period of continuous District employment (including temporary, provisional, and permanent status, and absences on approved leave of absence). When an employee separates from a permanent position in good standing and within two (2) years is reemployed in a permanent District position, or is reemployed in a permanent District position from a layoff list within the period of layoff eligibility, service credits shall include all credits accumulated at time of separation, but shall not include the period of separation.

SECTION 32 - PERMANENT PART-TIME EMPLOYEE BENEFITS:

Permanent part-time employees receive prorated vacation, holiday, floating holiday and sick leave benefits. They are eligible for health and dental benefits at corresponding premium rates providing they work at least fifty percent (50%) of full time. If the employee works at least fifty percent (50%) of full time, District retirement participation is also included.

SECTION 33 - ADOPTION:

The provisions of this MOU shall be made applicable on the dates indicated and upon ratification by the Board of Directors. Resolutions and Ordinances, where necessary, shall be prepared and adopted in order to implement these provisions. It is understood that where it is determined that an Ordinance is required to implement any of the foregoing provisions, said provisions shall become effective upon the first day of the month following thirty (30) days after such Ordinance is adopted.

SECTION 34 DURATION OF AGREEMENT:

This Agreement shall continue in full force and effect from July 1, 2014 ~~2018~~ to and including June 30, 2018 ~~2021~~. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify, or terminate the Agreement.

ATTACHMENT B

SECTION 35 - SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS:

- 35.1 **Scope of Agreement:** Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement.
- 35.2 **Separability of Provisions:** Should any Section, clause or provision of this MOU be **rendered or made or determined to be illegal, unlawful or unenforceable as a result of any legislative change, or should any section, clause or provision of this Memorandum of Understanding (or comparable language in any other Memorandum of Understanding) be declared illegal, unlawful or unenforceable, 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 this MOU.**
- 35.3 **Policies and Rules and Regulations:** Where a specific provision contained in a Section of this MOU conflicts with a specific provision contained in a Section of the Policies and Rules and Regulations, the provision of this MOU shall prevail. It is recognized, however, that certain provisions of the Policies and Rules and Regulations may be supplementary to the provisions of this MOU or deal with matters not within the scope of representation and as such remain in full force and effect.
- 35.4 ~~**Same Level:** Except as provided herein, in the event that any other bargaining unit negotiates or is granted by arbitration or a vote of the electorate, any increase in fringe benefits to an amount which is greater or in excess of those provided by this MOU, then the District shall provide that same level of interest in fringe benefits (health, dental, vision, etc.) to the employees in this bargaining unit. This increase shall be effective on the same date and on the same basis as the fringe benefit in question.~~

SECTION 36 - PAST PRACTICES & EXISTING MOUS:

Continuance of working conditions and past practices not specifically authorized by ordinance or by resolution of the Board of Directors is not guaranteed by this MOU.

SECTION 37 [NEW] - MANAGEMENT RIGHTS:

Except to the extent that there is contained in this Agreement any express and specific provision to the contrary, all of the authority, power, rights, jurisdiction, and responsibilities of the District are retained and reserved exclusively to the District, including but not limited to the right: to manage and direct its business and personnel; to hire, promote, transfer, assign, retain and manage the discipline and efficiency of its employees; to suspend and discharge employees for just cause; to discontinue work for economic or operational reasons; to lay off employees from duties because of lack of work or funds; to create, change, combine or abolish facilities in whole or part; to establish work standards, schedules of operation and reasonable work load; to schedule working hours and shifts; to maintain the efficiency of the operations of the District; to determine the methods, means, processes and personnel by which such operations are to be conducted; and to take whatever action is necessary to prepare for or operate in an emergency.

DRAFT

The District has the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement so long as such rules and regulations or any of the other rights in this Article do not conflict with any term or condition of this Agreement, or any applicable public law. Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the District by any law regulating, authorizing or empowering the District to act or refrain from acting.

SECTION 38 [NEW] TERM LIFE INSURANCE:

The District shall purchase a life insurance benefit for each employee in the bargaining unit providing for \$50,000 coverage. Employees have the option to purchase, at their expense by payroll deduction, up to an additional \$50,000 of life insurance upon initial enrollment in the plan without evidence of insurability.

DATE: _____

For AFSCME, Local 2700

For Moraga-Orinda Fire District

By: _____
Lisa Harlow
Chief Negotiator

By: _____
Jeff Sloan
Chief Negotiator

**MORAGA ORINDA FIRE DISTRICT
SALARY SCHEDULE - MONTHLY
EFFECTIVE JULY 1, 2018**



CLASSIFICATION	STEP	BASE SALARY	FIRE RETIREMENT ALLOTMENT	TOTAL BASE SALARY	HOURLY RATE	OVERTIME RATE
ACCOUNTANT	5	\$7,682	\$301	\$7,983	\$46.06	\$69.09
	4	7,315	287	7,602	43.86	65.79
	3	6,967	273	7,240	41.77	62.66
	2	6,637	260	6,897	39.79	59.69
	1	6,322	248	6,570	37.90	56.85
DISTRICT SECRETARY/ DISTRICT CLERK	5	7,682	301	7,983	46.06	69.09
	4	7,315	287	7,602	43.86	65.79
	3	6,967	273	7,240	41.77	62.66
	2	6,637	260	6,897	39.79	59.69
	1	6,322	248	6,570	37.90	56.85
PAYROLL TECHNICIAN	5	7,094	278	7,372	42.53	63.80
	4	6,755	265	7,020	40.50	60.75
	3	6,433	252	6,685	38.57	57.86
	2	6,127	240	6,367	36.73	55.10
	1	5,836	229	6,065	34.99	52.49



Moraga-Orinda Fire District

TO: Board of Directors

FROM: David Winnacker, Fire Chief

DATE: February 20, 2019

SUBJECT: Item 9.3 - Approval of Amended Memorandum of Understanding between the District and United Professional Fire Fighters of Contra Costa County I.A.F.F. Local 1230, AFL-CIO for the period July 1, 2018 – June 30, 2021 to Amend Language for the Janus Decision and Consideration of Dental Plan Contribution Language

Background

In June 2018 the Supreme Court issued a ruling (known as the “Janus Decision”) that ended compelled union dues for public employees. In October 2018 the Board approved a Memorandum of Understanding (MOU) between the District and United Professional Fire Fighters of Contra Costa County I.A.F.F. Local 1230, AFL-CIO (Local 1230.) The MOU contained previous language regarding compelled union dues. Over the last few months the District has worked together with Local 1230 to write new language that complies with the Janus Decision. It is necessary at this time to approve an amended MOU that reflects the new language. There is no cost to the District with adopting the amended Janus language.

The amended MOU for adoption appears at Attachment A, which incorporates the modified Janus language at Section 2.

For comparison only, a legislative-text version of the amended MOU showing the prior and recommended text of Section 2 appears at Attachment B.

MOU Section 13.2 Dental Program

In 2015 the Board approved a Side Letter of Agreement with Local 1230 (Attachment C). The Side Letter increased the District’s contribution for dental insurance. During negotiations for the MOU a modification to the District’s dental insurance contribution was not discussed. As a result, the new MOU language stayed the same as the previous MOU language which is as follows:

13.2 Dental Program. Effective Jan. 1, 2008, the District will increase its dental plan contribution amount by seventy seven percent (77%) of the 2008 increase for the annual dental plan rate for the term of this MOU.

The language in the Side Letter and MOU results in the following District contributions:

	Monthly Amount per Side Letter	Monthly Amount New MOU <i>77% of 2008 Increase</i>	Monthly Decrease
Employee only	\$51.20	\$46.68	\$4.52
Employee +1	\$90.12	\$81.00	\$9.12
Employee +2 or more	\$136.35	\$116.98	\$19.37

The annual cost of the higher District dental contribution would be \$9,100. Staff requests Board direction regarding Section 13.2 Dental Program.

Recommended Action

Staff recommends the following:

- Provide direction to staff regarding Section 13.2 Dental Program
- Approval of Amended Memorandum of Understanding between the District and United Professional Fire Fighters of Contra Costa County I.A.F.F. Local 1230 for the period July 1, 2018 – June 30, 2021

Attachments

- Attachment A – Memorandum of Understanding between the District and United Professional Fire Fighters of Contra Costa County I.A.F.F. Local 1230 for the period July 1, 2018 – June 30, 2021 (FINAL VERSION FOR ADOPTION)
- Attachment B – Legislative-text version of Memorandum of Understanding between the District and United Professional Fire Fighters of Contra Costa County I.A.F.F. Local 1230 for the period July 1, 2018 – June 30, 2021 showing change from previously adopted MOU
- Attachment C – Side Letters of Agreement with Local 1230

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MORAGA-ORINDA FIRE PROTECTION DISTRICT
AND
UNITED PROFESSIONAL FIRE FIGHTERS of
CONTRA COSTA COUNTY,
I.A.F.F. LOCAL 1230, AFL-CIO**

July 1, 2018 – June 30, 2021

As Amended February 20, 2019



**MEMORANDUM OF UNDERSTANDING
BETWEEN
MORAGA-ORINDA FIRE PROTECTION DISTRICT AND
UNITED PROFESSIONAL FIRE FIGHTERS of Contra Costa County,
I.A.F.F. LOCAL 1230, AFL-CIO
July 1, 2018 – June 30, 2021**

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INTRODUCTION AND DEFINITIONS

The parties have jointly prepared this Memorandum of Understanding (MOU).

The Fire Chief is the representative of the Moraga-Orinda Fire Protection District Board of Directors.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in the bargaining unit and have freely exchanged information, opinions and proposals and have reached agreement on matters relating to the employment conditions and employer-employee relations covering such employees.

In the event provisions of this Memorandum of Understanding contradict any resolution, administrative bulletin or personnel rules of the Moraga-Orinda Fire Protection District, the terms of this Memorandum of Understanding shall prevail.

DEFINITIONS:

- A. Classification: a group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.
- B. Class Title: the designation given to a class, to each position allocated to the class, and to the employees allocated to the class.
- C. District: Moraga-Orinda Fire Protection District.
- D. Demotion: the change of a regular employee to another position in a class allocated to a salary range for which the top step is lower than the top step of the class which the employee formerly occupied.
- E. Fire Chief: the person designated by the Moraga-Orinda Fire Protection District Board of Directors as Fire Chief, or designee if the Chief is indisposed.
- F. Eligible: any person whose name is on an employment or reemployment or layoff list for a given class.
- G. Employee: a person who is an incumbent of a position or who is on leave of absence in accordance with provisions of this Memorandum of Understanding and whose position is held pending the employee's return.

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- H. Employment List: a list of persons, who have been found qualified for employment in a specific class.
- I. Layoff List: a list of persons who have occupied positions allocated to a classification and who have been involuntarily separated by layoff or displacement; or demoted by displacement; or have voluntarily demoted in lieu of layoff or displacement.
- J. Personnel: the same as employee.
- K. Permanent Position: any position which has required, or which will require the services of an incumbent without interruption, for an indefinite period. The assigned duties and responsibilities calling for the regular full-time employment of a person.
- L. Promotion: the change of a regular employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied.
- M. Promotional List: A list of persons, who have been found qualified for promotion.
- N. Hire Date: first date of employment as an employee with the Fire District.
- O. Reclassification: the act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the kind, difficulty or responsibility of duties performed in such position.
- P. Resignation: the voluntary termination of regular employment with the District.
- Q. Union: United Professional Firefighters of Contra Costa County, International Association of Fire Fighters, Local 1230, A.F.L.-C.I.O.

SECTION 1 - RECOGNITION

1.1 Union Recognition. The Union is the formally recognized and certified employee organization for the bargaining unit, which consists of the classifications listed below;

- Fire Captain
- Fire Captain/Paramedic
- Fire Captain/Paramedic II

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- Engineer
- Engineer/Paramedic
- Engineer/Paramedic II
- Firefighter
- Firefighter/Paramedic
- Paramedic (single role)
- Firefighter/Paramedic Trainee

SECTION 2 - UNION MEMBERSHIP AND DUES DEDUCTION

2.1 Dues Deduction. The Local is solely responsible for distributing to and collecting from employees, the dues deduction authorization forms. It is the employee's responsibility to submit requests to start or stop dues deductions directly to the Local and not to the District. The Local is responsible for maintaining the dues deduction forms from individual employees. Copies of an individual employee's dues deduction authorization need not be provided to the District unless a dispute arises about the existence or terms of the authorization. Questions regarding Local membership, dues amounts, and payroll deductions must be directed to the Local and not the District.

The Local will provide to the District an updated, certified dues deduction list of bargaining unit members on an annual basis, of those employees who have provided written authorization for regular dues deductions. The District will deduct dues for only those employees who are in the bargaining unit in accordance with such certified list. The Local will immediately notify the District of any change to an employee's dues deduction authorization, and will provide the District within five (5) business days of the Local being advised, an updated, certified dues deduction list only noting any specific changes from the last list provided to the District. The District shall not be obligated to put into effect any new, changed or discontinued deduction until a certified list of employees who have provided the Local with deduction authorization forms is submitted to the District in sufficient time to permit normal processing of the change or deduction. The District will transmit the balance of funds to the Local without delay.

The Local agrees to indemnify, defend and hold harmless the District against all claims, demands, suits or any other action, including costs of such suits and reasonable attorney's fees and/or other forms of liability arising from the implementation of the provisions of this section, including claims for or related to employee authorizations, revocations, deductions made, cancelled, or changed in reliance on the Local's representations and certifications regarding employee dues deduction authorizations.

2.2 Communicating With Employees. The Union shall be allowed to use designated portions of bulletin boards or display areas in public portions of District buildings or in public portions of offices in which there are employees

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represented by the Union, provided the communications displayed have to do with official organization business such as times and places of meetings and further provided that the Union appropriately posts and removes the information. The Fire Chief reserves the right to remove objectionable materials.

Representatives of the Union, not on District time, shall be permitted to place a supply of employee literature at specific locations in District buildings if arranged through the Fire Chief; said representatives may distribute employee organization literature in areas designated by the Fire Chief if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress.

Such placement and/or distribution shall not be performed by on-duty employees. The Union shall be allowed access to work locations in which it represents employees for the following purposes:

- A. to post literature on bulletin boards;
- B. to arrange for use of a meeting room;
- C. to leave and/or distribute a supply of literature as indicated above;
- D. to represent an employee on a grievance, and/or to contact a union officer on a matter within the scope or representation.

In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the Fire Chief or designee(s) and the visit will not interfere with the District services.

2.3 Use of District Buildings. The Union shall be allowed the use of areas normally used for meeting purposes for meetings of District employees during non-work hours when:

- A. such space is available and its use by the Union is scheduled twenty-four (24) hours in advance;
- B. there is no additional cost to the District
- C. it does not interfere with normal District operations;
- D. employees in attendance are not on duty and are not scheduled for duty;
- E. the meetings are on matters within the scope or representation.

The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Union shall maintain proper order at the meeting and see that the space is left in a clean and orderly condition. The use of District equipment (other than items normally used in the conduct of business meetings,

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such as desks, chairs, and white boards) is strictly prohibited, even though it may be present in the meeting area.

2.4 Advance Notice. The Union shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope or representation proposed to be adopted by the Board, and to meet with the body considering the matter.

The listing of an item on a public agenda, or the mailing of a copy of a proposal at least seventy-two (72) hours before the item will be heard, or the delivery of a copy of the proposal at least twenty-four (24) hours before the item will be heard, shall constitute notice.

In cases of emergency when the Board, determines it must act immediately without such notice or meeting it shall give notice and opportunity to meet as soon as practical after its action.

2.5 Assignment of Classes to Bargaining Units. The Fire Chief shall assign new classifications in accordance with the following procedure:

- A. Initial Determination: When a new class title is established, the Fire Chief shall review the composition of existing representation units to determine the appropriateness of including some or all of the employees in the new class in one or more existing representation units, and within a reasonable period of time shall notify all recognized employee organizations of the determination.
- B. Final Determination: The Fire Chief's determination is final unless within ten (10) days after notification, the Union requests in writing to meet and confer thereon.
- C. Meet and Confer and other Steps: The Fire Chief shall meet and confer with such requesting organizations (and with other recognized employee organizations where appropriate) to seek agreement on this matter within sixty (60) days after the ten-day period in subsection (B), unless otherwise mutually agreed.

2.6 Written Statement for New Employees. The District will provide a written statement to each new employee hired into a classification in the bargaining unit represented by the Union, that the employee's classification is represented by the Union and the name of a representative of the Union. The Union will provide the employee with a packet of information regarding the Union.

SECTION 3 - NO DISCRIMINATION

There shall be no discrimination because of race, color, national origin, ancestry, age (to the extent prohibited by applicable State or Federal law), religion or creed (including religious dress and grooming practices), marital status, military service and/or veteran status, sex, sexual orientation, gender, gender identity, gender expression, pregnancy, childbirth and/or breastfeeding, medical conditions (including conditions related to pregnancy, childbirth or breastfeeding), genetic information, or any other characteristic protected by state or federal law or local ordinance against any employee or applicant for employment by the Union or the District. There shall be no discrimination against any person solely because of physical or mental disability (actual or perceived), including HIV & AIDS status, unless that disability prevents the person from meeting the minimum standards established for that position or from carrying out the duties of the position safely.

There shall be no discrimination because of Union membership or legitimate Union activity against any employee or applicant for employment.

The District and the Union recognize that the District has an obligation in accordance with the Americans with Disabilities Act (ADA) to reasonably accommodate disabled employees. If by reason of the aforesaid requirement the District contemplates actions to provide reasonable accommodation to an individual employee to comply with the ADA which are in conflict with any provision of this MOU, the Union will be advised of such proposed accommodation. Upon request, the District will meet and confer with the Union on the impact of such accommodation. If the District and the Union do not reach an agreement, the District may implement the accommodation without further negotiations. Nothing in this MOU shall preclude the District from taking actions necessary to comply with the requirements of the ADA or of any other State or Federal law governing discrimination, wages, or hours.

SECTION 4 - OFFICIAL REPRESENTATIVES

4.1 Attendance at Meetings. Employees designated as official representatives of the Union shall be allowed to attend meetings held by Moraga-Orinda Fire Protection District during regular working hours on District time as follows:

- A. if their attendance is required by the Moraga-Orinda Fire Protection District at a specific meeting;
- B. if their attendance is sought by an Adjustment Board of Arbitration hearing body for presentation of testimony or other reasons;
- C. if their attendance is required for meeting required for settlement of grievances filed pursuant to Section 18 (Grievance Procedure) of

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this Memorandum;

- D. if they are designated as an official representative, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance;
- E. if they are designated as spokesperson or representative of the Union and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the Battalion Chief. The Moraga-Orinda Fire Protection District is responsible for determining that the attendance of the particular employee(s) is required;
- F. if their attendance does not conflict with Fire District(s) emergency operations.

4.2 Union Representatives. Official representatives of the Union shall be allowed time off on District time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Fire Chief or other management representatives on matters within the scope of representation, and that advance arrangements for the time away from the work station or assignment are made with the Battalion Chief and their attendance does not conflict with appropriate Fire District emergency operations.

SECTION 5 - SALARIES

5.1 General Wage Increases.

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

July 1, 2018	3.0% Across-the-Board Wage Increase 2.0% Equity Adjustment
July 1, 2019	3.0% Across-the-Board Wage Increase 2.0% Equity Adjustment
July 1, 2020	2.0% Across-the-Board Wage Increase 1.0% Equity Adjustment

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.

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

5.2 Entrance Salary. New employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made. However, the Fire Chief may fill a particular position at a step above the minimum of the range.

5.3 Anniversary Dates. Anniversary dates will be set as follows:

- A. New Employees. The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) months service provided however, if an employee began work on the first regularly scheduled workday of the month the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.
- B. Promotions. The anniversary date of a promoted employee is determined as for a new employee in Subsection 5.3.A above.
- C. Reclassification. The anniversary date of an employee who is reclassified to another position or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.

5.4 Increments Within Range. The performance of each employee, except those of employees already at the maximum salary step of the appropriate salary range, shall be reviewed on the anniversary date as set forth in Section 5.3 to determine whether the salary of the employee shall be advanced to the next higher step in the salary range. Advancement shall be granted on the affirmative recommendation of the Fire Chief, based on satisfactory performance by the employee. The Fire Chief may recommend denial of the increment or denial subject to one additional review at some specified date before the next anniversary which must be set at the time the original report is returned.

Except as herein provided, increments within range shall not be granted more frequently than once a year, nor shall more than one (1) step within-range increment be granted at one time. In case the Fire Chief recommends denial of the within range increment on some particular anniversary date, but recommends a special salary review, the special salary review shall not affect the regular salary review on the next anniversary date.

Nothing herein shall be construed to make the granting of increments mandatory on the District. If the District verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an

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employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

5.5 Compensation for Portion of Month. Any employee who works less than any full calendar month, except when on earned vacation, authorized sick leave, or other authorized paid leave shall receive as compensation for services an amount which is in the same ratio to the established monthly rate as the number of days worked is to the actual working days in such employee's normal work schedule for the particular month.

5.6 Position Reclassification. An employee who is an incumbent of a position which is reclassified to a class which is allocated to the same range of the basic salary schedule as is the class of the position before it was reclassified, shall be paid at the same step of the range as the employee received under the previous classification. An incumbent of a position which is reclassified to a class which is allocated to a lower range of the basic salary schedule shall continue to receive the same salary as before the reclassification, but if such salary is greater than the maximum of the range of the class to which the position has been reclassified, the salary of the incumbent shall be reduced to a maximum salary for the new classification. The salary of an incumbent of a position which is reclassified to a class which is allocated to a range of the basic salary schedule greater than the range of the class of the position before it was reclassified shall be governed by the provisions of Section 5.7 Salary on Promotion.

5.7 Salary on Promotion. Any employee who is appointed to a position of a classification allocated to a higher salary range than the class previously occupied shall receive the salary in the new salary range which is next higher than the rate received before the promotion.

In the event this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided however that the next step shall not exceed the maximum salary for the higher class.

In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in that class unless such step results in a decrease in which case the employee is appointed to the next higher step. If, however, the employee is being appointed into a class allocated to a higher salary range than the class from which the employee was laid off, the salary will be calculated from the highest step the employee achieved prior to layoff, or from the employee's current step, whichever is higher.

5.8 Salary on Involuntary Demotion. Any employee who is demoted, shall have their salary reduced to the top step monthly salary for the classification to which the employee has been demoted. In the event this decrease is less than five

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percent (5%), the employee's salary shall be adjusted to the step in the new range which is five percent (5%) less than the next lower step; provided, however, that the next step shall not be less than the minimum salary of the lower class.

Whenever the demotion is the result of layoff, cancellation of positions, or displacement by another employee with greater seniority rights, the salary of the demoted employee shall be that step on the salary range which the employee would have achieved had the employee been continuously in the position to which the employee had been demoted, all within-range increments having been granted.

5.9 Salary on Voluntary Demotion. Whenever any employee voluntarily demotes to a position in a class having a salary schedule lower than that of the class from which the employee demotes, the employee's salary shall remain the same if the steps in the employee's new (demoted) salary range permit, and if not, the new salary shall be set at the step next below former salary.

5.10 Acting in a Higher Class. When it is required to meet operational needs that an employee perform a majority of the essential duties of a position in a higher classification, payment for such out-of-classification work shall be five percent (5%) above the base rate of the employee.

Eligibility to receive out of class compensation for working in a higher classification shall be subject to the following conditions:

- a. The assignment to work out of class must be made by the Fire Chief or his/her designee.
- b. Employees receiving out of class compensation must be qualified to perform in the higher classification.

Due to the fact that employees who work in an out of class position have been thoroughly tested and certified by the District, they are qualified to serve in that position. Said employees will be eligible to receive out of class compensation upon being assigned to perform in such position. All hours assigned and worked in the higher classification shall be paid in accordance with this section. Such assignments will not be made as alternatives to District promotions.

5.11 Payment. On the tenth (10th) day of each month, the District will draw a warrant in favor of each employee for the amount of salary due to the employee for the preceding month; provided, however, that each employee (except those paid on an hourly rate) may choose to receive an advance on the employee's monthly salary, in which case the District shall, on the twenty-fifth (25th) day of each month, draw a warrant in favor of such employee. The advance shall be in an amount equal to one-third (1/3) or less at the option of the employee, of the

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employee's base salary of the previous month except that it shall not exceed the amount of the previous month's base salary less all requested or required deductions.

In the case of an election made pursuant to this Section 5.11 all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

5.12 Pay Warrants. Employee pay warrants shall be delivered to a work place designated by the District by 8:00 a.m. on the 10th and 25th of each month. Should the 10th or 25th of the month fall on Saturday, Sunday, or a holiday, pay warrants will be delivered by 8:00 a.m. on the preceding Moraga-Orinda Fire Protection District workday.

5.13 Pay Warrant Errors. If an employee receives a pay warrant which has an error in the amount of compensation to be received and if this error occurred as a result of a mistake by the District that the error will be corrected and a new warrant issued within forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays from the time the District is made aware of and verifies that the pay warrant is in error. Overpayments will be handled on a case by case basis.

5.14 Ambulance Premium Pay. Members assigned to Medic 41 and Engine/Medic 45 will receive a stipend equal to 5% of the current 5th step Firefighter/ Paramedic pay for each 24-hour shift, or a pro rata share per shift as applicable. This premium shall only be paid for hours actually worked on the designated apparatus by the employee and shall not apply if the employee is off work for any reason. At no time will more than five members receive the ambulance stipend for the same period. This section is specific to stipend pay and will not be construed as limiting the operational deployment of MOFD fire apparatus and ambulances.

SECTION 6 - OVERTIME

6.1 Overtime. Overtime is authorized time worked outside the normal work schedule. Overtime shall be compensated for at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.

Overtime for permanent employees is earned and credited in a minimum of one-sixth hour increments.

6.2 Overtime Recall List. The District and the Union have agreed to specialized lists to be used when recalling for strike teams, emergency recall, daily minimum staffing and mandatory overtime.

SECTION 7 - EMERGENCY RECALL

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Employees called back for work performed outside their regular work schedule shall be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate for time actually worked with a minimum of four (4) hours pay. This four (4) hours minimum does not apply if the employee is not actually called back and does not actually report to work, or when an employee is called back and reports to work less than four (4) hours before the beginning of the employee's regular shift.

SECTION 8 - UNION NOTIFICATION

When it appears to the Fire Chief that the District may take action which will result in the layoff of employees in the unit represented by the Union, the Chief shall notify the Union of the possibility of such layoffs and shall meet and confer with it regarding the implementation of the action.

The District agrees to give employees fourteen (14) calendar days' notice of layoff except in case of emergency.

SECTION 9 - HOLIDAYS

9.1 The District will observe the following holidays:

- A. 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.

- B. Shift employees (56 hours per week) shall receive twelve (12) hours of overtime credit for each holiday listed in Section (A) above.

SECTION 10 - VACATION LEAVE

10.1 Vacation Leave. The rates at which employees accrue vacation credits and the maximum accumulations thereof are as follows:

56 Hour Shift Employees

<u>Length of Service</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
Under 10 years of completed service	14	336
11- 20 years completed service	19	456
21 - 25 years completed service	24	576
26 - 29 years completed service	28	672
30 years completed service	33	792

SECTION 11 - SICK LEAVE

11.1 Twenty-four (24) hour shift personnel shall accrue sick leave at the rate of twelve (12) hours per month.

11.2 Permanent Disability Benefit Accrual Utilization. Permanent disability means an employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any District occupation for which the employee is qualified by reason of education, training or experience. Accruals may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:

- A. an application for retirement for disability has been filed with the Retirement Board;
- B. satisfactory medical evidence of such disability is received by the Fire Chief within thirty (30) days of the start of use of sick leave for permanent disability;
- C. the Fire Chief may review medical evidence and order further examinations as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the Fire Chief determines that the medical evidence submitted by the employee is insufficient, or when the above conditions have not been met.

11.3 Definition of Immediate Family for this Section 11 "Immediate Family" means and includes only the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild,

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niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster children, aunt, uncle, cousin, stepbrother, stepsister, or domestic partner of an employee and/or includes any other person for whom the employee is the legal guardian or conservator, or any person who is claimed as a "dependent" for IRS reporting purposes by the employee.

11.4 Prearranged Medical Appointments. Employees who wish to use sick leave accruals for prearranged doctor or dentist appointments shall notify their appropriate supervisor of the appointment twenty-four (24) hours prior to the beginning of the shift during which the appointment is scheduled.

11.5 Legal Adoption of a Child. Paid sick leave accruals may be used by an employee upon adoption of a child.

11.6 Death of Family Member. An employee may use paid sick leave accruals for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals other than sick leave may be authorized in conjunction with the bereavement leave at the discretion of the Fire Chief.

SECTION 12 - LEAVE OF ABSENCE

12.1 Leave Without Pay. Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the Fire Chief; provided, however, that leaves for pregnancy, pregnancy disability, serious health conditions, and family care shall be granted in accordance with applicable state and federal law.

12.2 General Administration - Leaves of Absence. 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.

- A. Leave without pay may be granted pursuant to applicable Federal and State laws or for any of the following reasons:
1. Illness or disability;
 2. pregnancy;
 3. parental;
 4. to take a course of study such as will increase the employee's usefulness on return to the position;
 5. for other reasons or circumstances acceptable to the Fire Chief.

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- B. 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.
- C. Leave without pay may be for a period not to exceed one (1) year, 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.
- D. 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 in accordance with Section 13.5 below.
- E. 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.
- F. Except in the case of leave pursuant to Federal and State laws, 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 set forth in this MOU.

12.3 Military Leave. Employees shall be granted a leave of absence for military leave, in accordance with all applicable federal and state laws, and MOFD Board resolution 03-04.

12.4 Family Care Leave or Medical Leave. During the term of this Memorandum of Understanding, the District agrees to comply with the provisions of the Federal Family and Medical Leave Act and the California Family Rights Act ("Acts") as those Acts may be amended from time to time. Upon request to the Fire Chief, in each calendar year any employee who has regular status shall be entitled to at least twelve (12) weeks leave (less if so requested by the employee) for:

- A. medical leave of absence for the employee's own serious health condition which makes the employee unable to perform the functions of the employee's position; or

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- B. family care leave of absence without pay for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious illness or health condition of a child, parent, spouse, or domestic partner of the employee.

12.5 Certification. 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.

12.6 Intermittent Use of Leave. The twelve (12) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The twelve (12) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 12.9 below. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the twelve (12) week entitlement.

12.7 Definitions. For medical and family care leaves of absence under this section, the following definitions apply:

- A. Child: A biological, adopted, or foster child, stepchild, legal guardian, conservator or a child who is under eighteen (18) years of age for whom an employee stands in, or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.
- B. Parent: A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.
- C. Spouse: A partner in marriage as defined in California Family Code Sections 300 *et seq.*
- D. Domestic Partner: An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life as defined in Cal. Family Code Section 297 (*et. seq.*).
- E. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing

supervision by a health care provider (e.g. physician or surgeon) as defined by state and federal law.

F. Certification for Family Care Leave: A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:

1. the date, if known, on which the serious health condition commenced;
2. the probable duration of the condition;
3. an estimate of the amount of time which the employee needs to render care or supervision;
4. a statement that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision;
5. if for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.

G. Certification for Family Medical Leave: A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:

1. the date, if known, on which the serious health condition commenced;
2. the probable duration of the condition;
3. a statement that the employee is unable to perform the functions of the employee's job;
4. if for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.

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12.8 Group Health Plan Coverage. Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the District contribution by maintaining their employment in pay status as described in Section 13.11. During the twelve (12) weeks of an approved medical or family care leave under Section 13.4 above, the District will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 13.11. In order to maintain such coverage, employees are required to pay timely, the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the Moraga-Orinda Fire Protection District directly.

12.9 Leave Without Pay - Use of Accruals.

- A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 11 - Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by LTD Benefit Coordination or Sick Leave Integration or in the sections below.
- B. Family Care or Medical Leave. During the twelve (12) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be *required* to use *at least* 0.1 hour of sick leave (if so entitled under Section 11 - Sick Leave), vacation, or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A.

12.10 Leave of Absence Replacement and Reinstatement. Any permanent employee who requests reinstatement to the classification held by the employee at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification, and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of a permanent employee the District will follow the layoff and rehire process outlined in the side letter regarding layoffs.

12.11 Salary Review While on Leave of Absence. The salary of an employee who is on leave of absence from a Moraga-Orinda Fire Protection District position on any anniversary date and who has not been absent from the position

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on leave without pay more than six (6) months during the preceding year, shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.

12.12 Unauthorized Absence. An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or canceled by the Fire Chief, or at the expiration of a leave, shall be without pay. Such absence may also be grounds for disciplinary action.

SECTION 13 - MEDICAL AND DENTAL CARE

13.1 Medical

Effective following Board approval of this MOU, the District's monthly medical contribution will be set at the PERS minimum contribution level (currently \$133/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	\$684
Employee +1	\$1,368
Employee + 2 or more	\$1,778

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.

Effective January 1, 2019, the District's maximum obligation for medical related expenses as set forth above shall be increased to the amount of the PERS minimum health contribution plus an additional amount equal to the difference between the PERS minimum health contribution and the following:

Employee Only	\$715
Employee +1	\$1,429
Employee + 2 or more	\$1,858

13.2 Dental Program. Effective Jan. 1, 2008, the District will increase its dental plan contribution amount by seventy seven percent (77%) of the 2008 increase for the annual dental plan rate for the term of this MOU.

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13.3 PERS Long Term Care. The District will deduct and remit monthly premium and eligible lists to the PERS Long Term Care Administrator, at no employee cost, for District employees who are eligible and voluntarily elect to purchase long term care through the PERS Long Term Care Program.

13.4 Health Care Spending Account. The District will offer permanent 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 the legal limit 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. Carryover of unused balances at the end of the Plan Year shall be in accordance with Internal Revenue Service Notice 2013-71 and the terms of the Flexible Benefit Plan documents.

13.5 Retiree Medical Coverage

13.5.1 Employees hired prior to April 15, 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 \$133/month and as subsequently adjusted by PERS and/or statute), and an additional amount for a total District contribution obligation of:

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

13.5.2 Employees hired on or after April 16, 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-by PERS and/or applicable statute.

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

13.6 Life Insurance. The District shall purchase a life insurance benefit for each employee in the bargaining unit providing for \$50,000 coverage. Employees have the option to purchase, at their expense by payroll deduction, up to an additional \$50,000 of life insurance upon initial enrollment to the plan (date of hire) without evidence of insurability.

SECTION 14 - PROBATIONARY PERIOD

14.1 Probation. All appointments from officially promulgated employment lists for original entrance or promotion shall be subject to a probationary period.

14.2 Classifications with Probationary Periods. Listed below are those classifications represented by the Union and their probation periods subject to MOU Section 14.4 below.

- Fire Captain - one (1) year
- Fire Captain/Paramedic - one (1) year
- Fire Captain/Paramedic II – one (1) year
- Engineer - one (1) year
- Engineer/Paramedic - one (1) year
- Engineer/Paramedic II – one (1) year
- Firefighter – eighteen (18) months
- Firefighter/Paramedic - eighteen (18) months
- Paramedic (single role) – eighteen (18) months
- Firefighter/Paramedic Trainee – all time spent in the class of Firefighter/Paramedic Trainee shall be deemed probationary.

14.3 Classes with Changed Probationary Periods. When the probationary period for a class is changed, only new appointees to positions in the classification shall be subject to the revised probationary period.

14.4 Probationary Period Time.

14.4.4.1. The probationary period shall date from the time of appointment. It shall not include time served under provisional appointment or under appointment to limited term positions or any period of continuous leave of absence without pay or period of work connected disability exceeding fifteen (15) calendar days. Time spent as a Firefighter/Paramedic Trainee by an employee who is subsequently promoted to the classification of Firefighter or Firefighter/Paramedic shall be credited towards the applicable probationary period for that employee in the Firefighter or Firefighter/Paramedic classification.

14.4.1.2. Irrespective of the stated duration of the probationary periods as referenced in section 14.2 above, no probationary period shall be deemed completed until the probationary employee has completed a minimum of the following number of shifts:

One-year probationary period: 100 shifts

18-month probationary period: 160 shifts

14.5 Rejection During Probation. An employee who is rejected during the probation period and restored to the eligible list shall begin a new probationary period if subsequently certified and appointed.

- A. Appeal from rejection. Notwithstanding any other provisions of this section, an employee (probationer) shall have the right to appeal from any rejection during the probationary period based on religion or creed (including religious dress and grooming practices), marital status, military service or veteran status, union membership or activities, race, color, national origin, ancestry, sexual orientation, sex or gender (including pregnancy, childbirth, or breastfeeding), gender identity, gender expression, age (to the extent prohibited by applicable State or Federal law), actual or perceived physical or mental disability (including HIV and AIDS status), medical conditions, or genetic information.
- B. The appeal must be written, must be signed by the employee and set forth the grounds and the facts by which it is claimed that grounds for appeal exist under subsection (A) and must be filed with the Fire Chief by 5:00 p.m. on the 7th calendar day after the date of delivery to the employee of notice of rejection.
- C. The Fire Chief shall consider the appeal, and if the Chief finds probable cause to believe that the rejection may have been based on grounds prohibited in subsection (A) the Chief may refer the matter to the MOFPD Board of Directors for hearing recommend findings of fact, conclusions of law and decision pursuant to the relevant provisions of the documents of the MOFPD rules in which proceedings the rejected probationer has the burden of proof.
- D. If the Fire Chief finds no probable cause for a hearing, the Chief shall deny the appeal. If, after hearing, the Fire Chief upholds the appeal, the appellant shall complete only the remainder of the probation period unless the Fire Chief specifically orders that the appellant begin a new probation period.

14.6 Permanent Appointment.

The permanent appointment of a probationary employee shall begin on the day following the end of the probationary period, subject to the condition that the Fire Chief receive from the appropriate Battalion Chief a statement in writing that the services of the employee during the probationary period were satisfactory and that the employee is recommended for permanent appointment. A new employee on probation may be rejected at any time during the probation period without regard to the Skelly provisions of this Memorandum of Understanding, without notice and without right of appeal or hearing. A probationary employee

may be rejected from the service within a reasonable time after the probation period for failure to pass probation. If the Fire Chief fails to submit in a timely manner the proper written documents certifying that a probationary employee has served in a satisfactory, the permanent appointment shall begin on the day following the end of the probationary period.

Notwithstanding any other provisions of this Memorandum of Understanding, an employee rejected during the probation period from a position to which the employee had been promoted from an eligible list, shall be restored to a position in the District from which the employee was promoted. An employee dismissed for other than disciplinary reasons within six (6) months after being promoted from a position to a position not included in the bargaining unit shall be restored to a position in the classification in the District from which the employee was promoted. A probationary employee who has been rejected or has resigned during probation shall not be restored to the eligible list from which the employee was certified unless the employee receives the affirmative recommendation from the Fire Chief whose decision is final.

14.7 Layoff During Probation. An employee who is laid off during probation, if reemployed in the same class by the District, shall be required to complete only the balance of the required probation.

SECTION 15 - PROMOTION

15.1 Promotion. Promotion shall be by competitive examination unless otherwise provided in this Memorandum of Understanding.

15.2 Promotion Policy. The Fire Chief shall determine whether an examination is to be called on a promotional basis. In making this decision, the Chief will consider the timelines established within the Career Development Guide.

15.3 Requirements for Promotional Standing. In order to qualify for an examination called on a promotional basis, an employee must have probationary or permanent status in the system and must possess the minimum qualifications for the class. Applicants will be admitted to promotional examinations only if the requirements are met on or before the final filing date. If an employee who is qualified on a promotional employment list is separated from District service, except by layoff, the employee's name shall be removed from the promotional list.

15.4 Seniority Credits. Employees who have qualified to take promotional examinations and who have earned a total score, not including seniority credits, of seventy percent (70%) or more, shall receive, in addition to all other credits, five one-hundredths of one percent (.05) for each completed month of service as a District employee continuously preceding the final date for filing application for said examination. For purposes of seniority credits, leaves of absence shall be

considered as service. Seniority credits shall be included in the final percentage score from which the rank on the promotional list is determined. No employee, however, shall receive more than a total of five percent (5%) credit for seniority in any promotional examination.

SECTION 16 - RESIGNATIONS

An employee's voluntary termination of service is a resignation. Written resignations shall be forwarded to the Board of Directors by the Fire Chief immediately on receipt and shall indicate the effective date of termination. Oral resignation shall be immediately confirmed by the Fire Chief in writing to the employee and to the Board of Directors and shall indicate the effective date of termination.

16.1 Resignation in Good Standing. A resignation giving the Fire Chief written notice at least two (2) weeks in advance of the last date of service (unless the Fire Chief requires a longer period of notice, or consents to the employee's terminating on shorter notice) is a resignation in good standing.

16.2 Constructive Resignation. A constructive resignation occurs and is effective when:

- A. An employee has been absent from duty for four consecutive shifts without leave; and
- B. Four consecutive shifts have elapsed without response by the employee after the mailing of a notice of resignation by the Fire Chief to the employee at the employee's last known address.

16.3 Effective Resignation. A resignation is effective when delivered or spoken to the Fire Chief, operative either on that date or another date specified.

16.4 Revocation. A resignation that is effective is revocable only by written concurrence of the employee and the Fire Chief.

SECTION 17 - DISMISSAL, SUSPENSION, DEMOTION AND REDUCTION IN SALARY

17.1 Cause for Dismissal, Suspension, Demotion and Reduction in Salary. The Fire Chief may dismiss, suspend, demote, or reduce in salary any employee for cause. Reduction in salary shall not exceed five percent (5%) of the employee's base salary for a period of more than sixty (60) consecutive calendar days. The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions and dismissal, suspension, demotion or reduction in salary may be based on reasons other than those specifically mentioned:

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1. absence without leave;
2. conviction of any criminal act involving moral turpitude;
3. conduct tending to bring the District into disrepute;
4. disorderly or immoral conduct;
5. incompetence or inefficiency;
6. insubordination;
7. being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on District premises;
8. neglect of duty, i.e., non-performance of reasonably assigned responsibilities;
9. negligent or willful damage to public property or waste of public supplies or equipment;
10. violation of any lawful or reasonable regulation or order given by a supervisor or Fire Chief;
11. willful violation of any of the provisions or regulations of the District
12. material and intentional misrepresentation or concealment of any fact in connection with obtaining employment;
13. misappropriation of District funds or property;
14. unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this Memorandum of Understanding;
15. dishonesty or theft;
16. excessive or unexcused absenteeism and/or tardiness;
17. sexual harassment including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, interfering with an individual's work performance, or creating an intimidating, hostile or an offensive working environment.

17.2 Skelly Requirements. Before taking a disciplinary action to dismiss, suspend for more than five (5) work days (48 hours for employees on a 56-hour workweek) or demote an employee, the Fire Chief shall cause to be served personally or by certified mail on the employee, a Notice of Proposed Action, which shall contain the following:

- A. A statement of the action proposed to be taken.

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- B. A copy of the charges; including the acts or omissions and grounds upon which the action is based.
- C. If it is claimed that the employee has violated a rule or regulation of the Moraga-Orinda Fire Protection District, a copy of said rule shall be included with the notice.
- D. A statement that the employee may review and request copies of materials upon which the proposed action is based.
- E. A statement that the employee has seven (7) calendar days to respond to the Fire Chief either orally or in writing.

17.3 Employee Response. The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the Fire Chief either orally or in writing before the proposed action may be taken. Upon request of the employee and for good cause, the Fire Chief may extend in writing the period to respond. If the employee's response is not filed within seven (7) calendar days or during any mutually agreed to extension, the right to respond is lost.

17.4 Leave Pending Employee Response. Pending response to a Notice of Proposed Action within the first seven (7) calendar days or extension thereof, the Fire Chief for cause specified in writing may place the employee on temporary leave of absence with pay.

17.5 Suspensions Without Pay. Shall not exceed thirty (30) consecutive days, and/or for this purpose ten (10) 24-hour work shifts unless ordered by an arbitrator, or an adjustment board. The thirty (30) consecutive day limit does not apply to suspension due to pending criminal charges as provided in 17.6 below.

17.6 Notice of Suspension Without Pay Due to Pending Criminal Charges. Before suspending an employee due to pending criminal charges, the Fire Chief shall cause to be served either personally or by certified mail on the employee, a Notice of Suspension Due to Pending Criminal Charges, which shall contain the following:

- A. A statement that the employee is suspended while criminal charges are pending or until the charges are dismissed.
- B. A statement of the charges upon which the suspension is based and of the facts by which such charges adversely affect the District service or conflict with continued employment.
- C. A statement that the employee may respond to the Fire Chief either orally or in writing within seven (7) calendar days.

- D. A statement that disciplinary action may be taken after disposition of the charges.
- E. The Notice of Suspension Due to Pending Criminal Charges may include a Notice of Proposed Action (Skelly Notice) under Section 17.2.
- F. The Fire Chief, upon giving notice as provided in this Section 17, may immediately suspend without pay an employee against whom there is pending a criminal charge which adversely affects the District service or conflicts with continued employment. Pending criminal charges exist when an employee has been arrested or has been named a defendant in a criminal complaint or indictment filed in any court.
- G. The Fire Chief may order lost pay restored for good cause, and subject to the employee's duty to mitigate damages, but not if the employee 1) is given a notice of Proposed Action (Skelly Notice) and 2) is dismissed or otherwise disciplined for cause directly related to the charges within fourteen (14) calendar days after the Fire Chief has knowledge of final disposition of the charges.

17.7 Procedure on Dismissal, Suspension or Disciplinary Demotion.

- A. In any disciplinary action to dismiss, suspend, or demote an employee having regular status in a position in the system, after having complied with the Skelly requirements where applicable, the Fire Chief shall make an order in writing stating specifically the causes for the action.
- B. Service of Order. Said order of dismissal, suspension, or demotion shall be filed with the Board of Directors showing by whom and the date a copy was served upon the employee to be dismissed, suspended or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U.S. Postal Service.
- C. Employee Appeals from Order. The employee may appeal an order of dismissal, suspension or demotion either to the Board of Directors or through Section 18 Grievance Procedure of this Memorandum of Understanding provided that such appeal is filed in writing with the Fire Chief within ten (10) calendar days after service of said order. An employee may not both appeal to the Board of Directors and file a grievance under Section 18 of this Memorandum of Understanding.

SECTION 18 - GRIEVANCE PROCEDURE

18.1 Grievance Procedure. A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding (excluding, however, those provisions of this Memorandum of Understanding which specifically provide that the decision of any Moraga-Orinda Fire Protection District official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure) or disciplinary actions. The Union may represent the employee at any stage of the process. Grievances must be filed within fifteen (15) calendar days of the incident or occurrence about which the employee claims to have a grievance and shall be processed in the following manner.

- A. Step 1. Any employee or group of employees who believes a provision of this Memorandum of Understanding has been misinterpreted or misapplied to the employee's detriment shall discuss the complaint on an informal basis with the employee's appropriate chief officer who shall meet with the employee and respond to the grievance within five (5) duty shifts of a request to hold such a meeting.

- B. Step 2. If a grievance is not satisfactorily resolved in Step 1 above, the employee may submit the grievance in writing within five (5) calendar days to the Battalion Chief in charge of Personnel, other than the chief officer who participated in Step 1 above, as the Fire Chief may designate. This formal written grievance shall state which provision of the Memorandum of Understanding has been misinterpreted or misapplied, how the misinterpretation or misapplication has affected the employee to the employee's detriment, and the redress the employee seeks. A copy of each written communication on a grievance shall be filed with the Fire Chief. The designated management official shall have ten (10) calendar days in which to respond to the grievance in writing.

- C. Step 3. If a grievance is not satisfactorily resolved in Step 2 above, the employee may appeal in writing within five (5) calendar days to the Fire Chief. The Fire Chief or designee shall have fifteen (15) calendar days in which to investigate the of the complaint and to meet with the Fire Chief or designee and the employee to attempt to settle the grievance and to respond in writing to the employee and the employee's Union representative.

- D. Step 4. No grievance may be processed under this Section which has not first been filed and investigated in accordance with Step 3 above and filed within five (5) calendar days of the written response of the Fire Chief or designee. 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 in writing within five (5) calendar days to the Fire Chief requesting that the grievance be submitted to an Adjustment Board. Such Adjustment Board is to be comprised of three (3) union representatives, no more than one (1) of whom shall be either an employee of the District or a member of the Union presenting this grievance, and three (3) representatives of the District, no more than one (1) of whom shall be a Moraga-Orinda Fire Protection District employee or a member of the staff of an organization employed to represent the District in the meeting and conferring process. The Adjustment Board shall meet and render a decision within fifteen (15) calendar days of receipt of a written request.

- E. Step 5. If an Adjustment Board is unable to arrive at a majority decision, either the employee or the Moraga-Orinda Fire Protection District, (when alleging a violation of Section 18.6 below) may require the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the employee and the Fire Chief, provided that grievances alleging violation of Section 3 (No Discrimination) are not subject to arbitration under this provision. Such request shall be submitted within ten (10) calendar days of the rendering of the Adjustment Board decision to the Fire Chief (or the designated representative of the Union when the Moraga-Orinda Fire Protection District is alleging a violation of Section 18.6 below). Within thirty (30) calendar days of the request for arbitration, the parties shall mutually select an arbitrator. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the employee and the Moraga-Orinda Fire Protection District. Each party, however, shall bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

18.2 Scope of Adjustment Board and Arbitration Decisions.

- A. 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 law.
- B. 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 the Union which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in Section 18.1 above.

- C. Proposals to add to or change this Memorandum of Understanding or to change written agreements supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements supplementary hereto or to establish any new terms or conditions of employment.

- D. If the Fire Chief in pursuance of the procedures outlined in Section 18.1C above, or the Adjustment Board in pursuance of the provisions of Section 18.1D above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time; but, in the event that the grievance is carried to arbitration and such employee is found to have been properly discharged under the provisions of Section 18, such employee may not be ordered reinstated and no penalty may be assessed upon the Moraga-Orinda Fire Protection District.

18.3 Clarification on Time Limits of the Grievance Procedure. The time limits and steps specified above may be waived by mutual agreement of the parties to the grievance. If the District fails to meet the time limits specified in Steps 1 through 3 above, the grievance will automatically move to the next step. If a grievant fails to meet the time limits specified in Steps 1 through 5 above, the grievance will be deemed to have been settled and withdrawn.

18.4 Representation Outside of Union. An official, with whom a formal grievance is filed by a grievant who is included in a unit represented by the Union, but is not represented by the Union in the grievance, shall give the Union a copy of the formal presentation.

18.5 Compensation Complaints. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Fire Chief. 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. Any other matters of compensation are to be resolved in the meet and confer process, if not detailed in the Memorandum of Understanding which results from such a meet and confer process, shall be deemed withdrawn until the meet-and-confer process is next opened for such discussion. No adjustments shall be retroactive for more than six (6) months from the date upon which the complaint was filed. No change in this Memorandum of Understanding or interpretations thereof (except interpretations

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resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the District and the Union.

18.6 No Strike. During the term of this Memorandum of Understanding, the Union, its members and representatives, agree that it and they will not engage in, authorize, sanction or support any strike, slowdown, refusal to perform customary duties, stoppage of work or sick-out against the District.

In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises the employee's supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of the employee's duties is of an emergency nature (defined as Code Two and Three response) and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

18.7 Grievance Filing. The Union may file a grievance at Step 3 on behalf of affected employees when action by the Moraga-Orinda Fire Protection District violates a provision of this Memorandum of Understanding.

18.8 Letter of Reprimand. Letters of reprimand shall be served personally or by certified mail on the affected employee. A copy of the letter of reprimand shall be placed in the employee's official personnel file maintained by the District under the auspices of the Battalion Chief in charge of Personnel. Letters of reprimand not issued by the Fire Chief are subject to a review by the Fire Chief at the employee's request.

SECTION 19 - RETIREMENT CONTRIBUTION

Employees shall be responsible for payment, pursuant to the 414(h)2 plan implemented on July 1, 2000, of one hundred percent (100%) of the employee share of retirement contributions as determined by the Board of Retirement of the Contra Costa County Employees' Retirement Association, without the Moraga-Orinda Fire Protection District paying any part of the employee's share.

Employees participating in the 3% at 50 retirement formula benefit implemented July 1, 2002 shall also pay an additional nine percent (9%) towards the employer share of retirement contributions. The Moraga Orinda Fire Protection District shall pay the full employers share of retirement cost for employees participating in PEPR retirement formula benefits.

SECTION 20 - SAFETY

The District shall expend every effort to see to it that the work performed under the terms and conditions of this Memorandum of Understanding is performed with maximum degree of safety consistent with the requirement to conduct efficient operations. Employees represented by Local 1230 shall actively and regularly participate on the District's Safety Committee.

SECTION 21 - MILEAGE

Reimbursement for Use of Personal Vehicle. The mileage allowance for use of personal vehicles on Moraga-Orinda Fire Protection District business shall be paid according to the rates allowed by the Internal Revenue Service 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 Internal Revenue Service, whichever is later.

SECTION 22 - UNIFORM ALLOWANCE

The monthly uniform allowance for all employees in represented classes for which a uniform is required shall be \$55/monthly. Effective immediately upon approval of this MOU the District will discontinue reimbursement to employees for the purchase of exercise shoes.

SECTION 23 - CERTIFICATION REQUIREMENTS

1. Incumbents of the classifications of Firefighter, Engineer, Fire Captain, shall, at all times, possess current certifications appropriate for practice in Moraga-Orinda Fire Protection District. Basic Life Support, Emergency Medical Technician-1, and Hazardous Materials First Responder Operations shall be maintained as condition of employment.
2. Incumbents of the classification of Firefighter-Paramedic, Engineer-Paramedic I, Engineer-Paramedic II and Fire Captain-Paramedic I, Captain-Paramedic II shall, at all times, possess current certification appropriate for practice in Moraga-Orinda Fire Protection District in Emergency Medical Technician-Paramedic and Hazardous Materials First Responder as a condition of employment. Incumbents of the classification of Paramedic shall, at all times, possess current certification appropriate for practice in Moraga-Orinda Fire Protection District in Emergency Medical Technician-Paramedic and Hazardous Materials First Responder Awareness as a condition of employment.
3. The District will provide maintenance training to incumbent employees to comply with the requirements of Sections 1 and 2 above.

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4. Employees appointed into any of the foregoing classifications (excepting between these classifications) shall obtain these certifications within six (6) months of appointment as a condition of employment. The District will provide initial certification training to these employees.
5. The foregoing certifications shall be included in minimum qualifications for the foregoing job classifications.

SECTION 24 - MINIMUM STAFFING

The present minimum staffing level ("Safety" personnel consisting of Firefighters, Engineers, and Captains working a shift schedule) is 17.

Through attrition, the District may reduce the number of safety personnel assigned to a shift schedule. Should the District reduce the number of safety personnel to 53, the District may hire six (6) Single-Role Paramedics (SRPMs) to staff District ambulances with on-duty minimum staffing of two (2) SRPMs per shift.

Should the District reduce the number of safety personnel to 47, the District may modify the minimum staffing for safety personnel to fifteen (15) and the District may hire an additional six (6) SRPMs for a total of twelve (12) SRPMs with on-duty minimum staffing of SRPMs of four (4) per shift.

Overtime shall remain rank-for-rank (per existing practice) for all positions with persons within the applicable classification with first right to overtime shifts. In the case of a Board declared fiscal emergency, and a request from the District, Local 1230 would be required to meet and confer regarding potential changes to the provisions of this Section 24.

Fire Captain/Paramedic II's and Engineer/Paramedic II's will always have a primary paramedic assigned to their respective companies. The only exception will be in rare instances when staffing shortages require Fire Captain/Paramedic II's and Engineer/Paramedic II's to act as primary paramedics for no more than four hours.

SECTION 25 - EMPLOYEE REPRESENTATION RIGHTS

The District recognizes an employee's right to representation who believes that during any disciplinary interview or meeting which may result in discipline the employee may ask for Union representation. The District will not interfere with the representative's right to assist an employee to clarify the facts during the interview.

SECTION 26 - SERVICE AWARDS

The District shall continue its present policy with respect to service awards provided, however, that the type of award given shall be at the sole discretion of the Moraga-Orinda Fire Protection District.

SECTION 27 - DEFINITION (For Service Awards and Vacation Accruals)

The length of service credits of each employee of the Moraga-Orinda Fire Protection District/District shall date from the beginning of the last period of continuous Moraga-Orinda Fire Protection District/District employment (including temporary, provisional, and regular status, and absences on approved leave of absence). When an employee separates from a regular position in good standing and within two (2) years is reemployed in a regular Moraga-Orinda Fire Protection District/District position or is reemployed in a regular Moraga-Orinda Fire Protection District/District position from a layoff list within the period of layoff eligibility, service credits shall include all credits accumulated at time of separation but shall not include the period of separation. The Fire Chief shall determine these matters based on the employee's service within the District.

SECTION 28 - ADOPTION

The provisions of this Memorandum of Understanding shall be made applicable on the dates indicated and upon approval by the Board of Directors Resolutions and/or Ordinances, where necessary, shall be prepared and adopted in order to implement these provisions. It is understood that where it is determined that a Resolution is required to implement any of the foregoing provisions, said provisions shall become effective upon the first day of the month following thirty (30) days after such Resolution is adopted.

SECTION 29 - SCOPE OF AGREEMENT & SEPARABILITY OF PROVISIONS

29.1 Scope of Agreement. Except as otherwise specifically provided herein, this Memorandum of Understanding represents the full and complete incorporation of those proposals which were considered and evaluated pursuant to the meet and confer process. This Memorandum of Understanding constitutes the entire and sole agreement between the Parties on any and all matters which were presented during the meet and confer process. If a proposal was made by either Party and not incorporated within this Agreement, then it was considered and rejected.

29.2 Separability of Provisions. Should any section, clause or provision of this Memorandum of Understanding be rendered or declared illegal, unlawful or unenforceable, 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 this Memorandum of Understanding.

Where a specific provision contained in District Policy conflicts with a specific provision of the MOU, the provision of the MOU shall prevail.

29.3 Duration of Agreement. This Agreement shall continue in full force and effect from July 1, 2018 to and including, June 30, 2021.

29.4 The parties agree to meet no later than six months prior to the expiration of this Memorandum of Understanding to negotiate the ground rules for negotiations for the new Memorandum of Understanding. The parties agree to commence negotiations no later than four months prior to the expiration of this Memorandum of Understanding.

SECTION 30 - 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.

SECTION 31 - PAST PRACTICES & EXISTING MEMORANDA OF UNDERSTANDING

Continuance of working conditions and past practices within the scope of representation not specifically authorized by ordinance or by resolution of the Board of Directors is not guaranteed by this Memorandum of Understanding.

SECTION 32 - SINGLE ROLE PARAMEDIC JOB CLASSIFICATION

Employees in the classification of "Single-Role Paramedic" (SRPM) shall have a five-step salary range in accordance with the salary schedule and shall participate in the retirement formula applicable to non-safety personnel (2.0% at 62 formula for "new members" as defined by PEPRA and administered by CCCERA). All other fringe benefits and accrual rates shall be the same as for other bargaining unit employees.

The District and Local 1230 agree to meet and confer regarding the operational impacts of integrating the SRPM classification into the District workforce.

SECTION 33 - LAYOFF PROCEDURES

GROUND(S) FOR LAYOFF. Any employee(s) having permanent status in position(s) in the District service may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, lack of funds or for such other reason(s) as the Board of Directors deems sufficient for abolishing the position(s).

NOTICE. The District will give employees scheduled for layoff at least ten (10) work days' notice prior to their last day of employment, or fourteen (14) calendar days' notice for employees on a work schedule other than 5-40 per week.

ORDER OF LAYOFF. The order of layoff in the District shall be based on inverse seniority with the District the employee in the District with least seniority being laid off first and so on.

LAYOFF BY DISPLACEMENT.

(a) In the Same Class. A laid-off permanent full-time employee may displace an employee in the District having less seniority' in 'the same' class, the least senior employee being displaced first.

(b) In the Same Level or Lower Class. A laid-off or displaced employee who had achieved permanent status in a class at the same or lower salary level as determined by the salary schedule in effect at the time of layoff may displace within the department and in the class an employee having less seniority; the least senior employee being displaced first, and so on with senior displaced employees displacing junior employees.

SENIORITY. An employee's seniority within a class for layoff and displacement purposes shall be determined by adding the employee's length of service in the particular class in question to the employee's length of service in other classes at the same or higher salary levels as determined by the salary schedule in effect at the time of layoff. Service for layoff and displacement purposes includes only the employee's last continuous permanent District employment. Periods of separation may not be bridged to extend such service unless separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a permanent position within the period of the employee's layoff eligibility. Approved leaves of absence as provided for in these rules and regulations shall not constitute a period of separation. In the event of ties in seniority rights in the particular class in question, such ties shall be broken by length of last continuous permanent District employment. If there remain ties in seniority rights, such ties shall be broken by counting total time in the department in permanent employment. Any remaining ties shall be broken by random selection among the employees involved.

ATTACHMENT A

APPEAL FROM LAYOFF. In the event of layoff, employees with permanent status may appeal the application of layoff rules as they relate to the establishment of and certification from layoff and reemployment lists to the District's Board of Directors. Appeals must be filed in writing with the Fire Chief within seven (7) calendar days after the public posting of a layoff or reemployment list, or mailing of a layoff or reemployment notice, and must state the specific reasons for the appeal and the remedy sought. This 'provision shall not be construed to provide for employee appeals of management rights to identify the classes of layoff, number of positions to be reduced or the effective date of the layoffs.

SECTION 34 - 48/96 WORK SCHEDULE

34.1. Personnel working a shift/24-hour schedule shall work a 48/96 shift schedule. The 48/96 shift schedule is a three-platoon system in which employees work two consecutive twenty-four hour shifts for a total of forty-eight hours and have ninety-six consecutive hours off. A typical work period is as follows: X= work day, and O =day off: XXOOOOXXOOOOXXOOOO and so on.

34.2. Employees working a 48/96 shift schedule shall average 56 hours per week and 2, 912 hours per year.

34.3. Overtime will be compensated in accordance with this MOU-

34.4. Shift Bid: During the year after a shift and station bid takes effect, the first four days of the new shift and station bid assignments will be worked in accordance with the following schedule: XOXO

34.5. The 7(k) FLSA work period shall be twenty-four (24) days with an FLSA hours worked threshold of 182 hours per 24 day FLSA work period. Employees working a 48/96 shift schedule shall receive an amount equal to 1/2 times the regular rate for 10 hours (the hours from 182 to 192) that are part of these employees' regular schedule, regardless of whether or not these employees did in fact work all 192 regularly scheduled hours in the 24 day FLSA work period.

34.7. District employees assigned to a 40-hour work schedule are not affected by this agreement.

For Local 1230

For Moraga-Orinda Fire District

By: _____
Larry Menth,
Chief Negotiator

By: _____
Jeff Sloan
Chief Negotiator

Dated: _____

Dated: _____

ATTACHMENT A

By: _____
Vince Wells,
President

Dated: _____

By: _____
David Winnacker,
Fire Chief

Dated: _____

By: _____
Gloriann Sasser,
Administrative Services
Director

Dated: _____

By: _____
Christine Russell,
HR Benefits Manager

Dated: _____

APPENDICES

APPENDIX 1 (SALARY TABLE AS OF JULY 1, 2018)



**MORAGA ORINDA FIRE DISTRICT
SALARY SCHEDULE - MONTHLY
EFFECTIVE JULY 1, 2018**

CLASSIFICATION	STEP	BASE SALARY	FIRE RETIREMENT ALLOTMENT	TOTAL BASE SALARY	HOURLY RATE	OVERTIME RATE	FLSA PAY PER PERIOD	HOLIDAY PAY PER HOLIDAY	UNIFORM PAY	HOURLY AMBULANCE STIPEND
FIRE CAPTAIN/ PARAMEDIC I	5	\$11,662	\$456	\$12,118	\$49.94	\$74.91	\$249.70	\$898.92	\$55	\$2.02
	4	11,106	435	11,541	47.56	71.34	237.80	856.08	55	2.02
	3	10,578	414	10,992	45.30	67.95	226.50	815.40	55	2.02
	2	10,073	394	10,467	43.13	64.70	215.70	776.40	55	2.02
	1	9,595	376	9,971	41.09	61.64	205.50	739.68	55	2.02
FIRE CAPTAIN/ PARAMEDIC II	5	11,135	436	11,571	47.68	71.52	238.40	858.24	55	2.02
	4	10,604	415	11,019	45.41	68.12	227.10	817.44	55	2.02
	3	10,100	395	10,495	43.25	64.88	216.30	778.56	55	2.02
	2	9,622	377	9,999	41.20	61.80	206.00	741.60	55	2.02
	1	9,163	359	9,522	39.24	58.86	196.20	706.32	55	2.02
FIRE CAPTAIN	5	10,604	415	11,019	45.41	68.12	227.10	817.44	55	2.02
	4	10,099	395	10,494	43.24	64.86	216.20	778.32	55	2.02
	3	9,620	377	9,997	41.20	61.80	206.00	741.60	55	2.02
	2	9,163	359	9,522	39.24	58.86	196.20	706.32	55	2.02
	1	8,727	342	9,069	37.37	56.06	186.90	672.72	55	2.02
ENGINEER/ PARAMEDIC I	5	10,345	405	10,750	44.30	66.45	221.50	797.40	55	2.02
	4	9,853	386	10,239	42.19	63.29	211.00	759.48	55	2.02
	3	9,383	367	9,750	40.18	60.27	200.90	723.24	55	2.02
	2	8,938	350	9,288	38.27	57.41	191.40	688.92	55	2.02
	1	8,514	333	8,847	36.46	54.69	182.30	656.28	55	2.02
ENGINEER/ PARAMEDIC II	5	9,877	387	10,264	42.30	63.45	211.50	761.40	55	2.02
	4	9,407	368	9,775	40.28	60.42	201.40	725.04	55	2.02
	3	8,959	351	9,310	38.36	57.54	191.80	690.48	55	2.02
	2	8,532	334	8,866	36.54	54.81	182.70	657.72	55	2.02
	1	8,127	318	8,445	34.80	52.20	174.00	626.40	55	2.02
ENGINEER	5	9,407	368	9,775	40.28	60.42	201.40	725.04	55	2.02
	4	8,959	351	9,310	38.36	57.54	191.80	690.48	55	2.02
	3	8,532	334	8,866	36.54	54.81	182.70	657.72	55	2.02
	2	8,127	318	8,445	34.80	52.20	174.00	626.40	55	2.02
	1	7,740	303	8,043	33.14	49.71	165.70	596.52	55	2.02
FIREFIGHTER/ PARAMEDIC	5	9,389	368	9,757	40.21	60.32	201.10	723.84	55	2.02
	4	8,942	350	9,292	38.29	57.44	191.50	689.28	55	2.02
	3	8,519	334	8,853	36.48	54.72	182.40	656.64	55	2.02
	2	8,111	318	8,429	34.73	52.10	173.70	625.20	55	2.02
	1	7,724	303	8,027	33.08	49.62	165.40	595.44	55	2.02
FIREFIGHTER	5	8,539	334	8,873	36.56	54.84	182.80	658.08	55	2.02
	4	8,132	318	8,450	34.82	52.23	174.10	626.76	55	2.02
	3	7,747	303	8,050	33.17	49.76	165.90	597.12	55	2.02
	2	7,377	289	7,666	31.59	47.39	158.00	568.68	55	2.02
	1	7,025	275	7,300	30.08	45.12	150.40	541.44	55	2.02
PARAMEDIC	5	6,272	246	6,518	26.86	40.29	134.30	483.48	55	2.02
	4	6,055	237	6,292	25.93	38.90	129.70	466.80	55	2.02
	3	5,765	226	5,991	24.69	37.04	123.50	444.48	55	2.02
	2	5,491	215	5,706	23.51	35.27	117.60	423.24	55	2.02
	1	5,231	205	5,436	22.40	33.60	112.00	403.20	55	2.02
FIREFIGHTER/ PARAMEDIC TRAINEE	1	7,724	303	8,027	33.08	49.62			55	

APPENDIX 2 (MEDICAL IN-LIEU SIDE LETTER)

**SIDE LETTER OF AGREEMENT
BETWEEN
MORAGA-ORINDA FIRE PROTECTION DISTRICT
AND
UNITED PROFESSIONAL FIREFIGHTERS OF CONTRA COSTA COUNTY,
IAFF LOCAL 1230, AFL-CIO**

September __, 2018

As part of the resolution of the negotiations between the parties leading to agreement on a successor Memorandum of Understanding for the term July 1, 2018 through June 30, 2021, the parties have agreed as follows:

- (1) The District’s Stipend In-Lieu of Medical Benefits Program, as originally established by means of Board Resolution No. 10-13, was eliminated effective January 1, 2018.
- (2) Pursuant to Board Resolution No. 17-18, the District set aside and preserved, on a monthly basis, monetary amounts equal to those previously paid into 457(B) deferred compensation accounts for employees participating in the program as of December 31, 2017. The District shall pay to such employees a lump sum reflecting their share of these monies for the period January 1, 2018 through June 30, 2018.
- (3) The Union shall promptly withdraw, with prejudice, its previously filed Unfair Practice Charge No. SF-CE-1588-M.

FOR THE DISTRICT

FOR THE UNION

Jeff Sloan, Chief Negotiator

Larry Menth, Chief Negotiator

Date: _____

Date: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MORAGA-ORINDA FIRE PROTECTION DISTRICT
AND
UNITED PROFESSIONAL FIRE FIGHTERS of
CONTRA COSTA COUNTY,
I.A.F.F. LOCAL 1230, AFL-CIO**

July 1, 2018 – June 30, 2021

As Amended February 20, 2019



**MEMORANDUM OF UNDERSTANDING
BETWEEN
MORAGA-ORINDA FIRE PROTECTION DISTRICT AND
UNITED PROFESSIONAL FIRE FIGHTERS of Contra Costa County,
I.A.F.F. LOCAL 1230, AFL-CIO
July 1, 2018 – June 30, 2021**

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INTRODUCTION AND DEFINITIONS

The parties have jointly prepared this Memorandum of Understanding (MOU).

The Fire Chief is the representative of the Moraga-Orinda Fire Protection District Board of Directors.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in the bargaining unit and have freely exchanged information, opinions and proposals and have reached agreement on matters relating to the employment conditions and employer-employee relations covering such employees.

In the event provisions of this Memorandum of Understanding contradict any resolution, administrative bulletin or personnel rules of the Moraga-Orinda Fire Protection District, the terms of this Memorandum of Understanding shall prevail.

DEFINITIONS:

- A. Classification: a group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.
- B. Class Title: the designation given to a class, to each position allocated to the class, and to the employees allocated to the class.
- C. District: Moraga-Orinda Fire Protection District.
- D. Demotion: the change of a regular employee to another position in a class allocated to a salary range for which the top step is lower than the top step of the class which the employee formerly occupied.
- E. Fire Chief: the person designated by the Moraga-Orinda Fire Protection District Board of Directors as Fire Chief, or designee if the Chief is indisposed.
- F. Eligible: any person whose name is on an employment or reemployment or layoff list for a given class.
- G. Employee: a person who is an incumbent of a position or who is on leave of absence in accordance with provisions of this Memorandum of Understanding and whose position is held pending the employee's return.

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- H. Employment List: a list of persons, who have been found qualified for employment in a specific class.
- I. Layoff List: a list of persons who have occupied positions allocated to a classification and who have been involuntarily separated by layoff or displacement; or demoted by displacement; or have voluntarily demoted in lieu of layoff or displacement.
- J. Personnel: the same as employee.
- K. Permanent Position: any position which has required, or which will require the services of an incumbent without interruption, for an indefinite period. The assigned duties and responsibilities calling for the regular full-time employment of a person.
- L. Promotion: the change of a regular employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied.
- M. Promotional List: A list of persons, who have been found qualified for promotion.
- N. Hire Date: first date of employment as an employee with the Fire District.
- O. Reclassification: the act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the kind, difficulty or responsibility of duties performed in such position.
- P. Resignation: the voluntary termination of regular employment with the District.
- Q. Union: United Professional Firefighters of Contra Costa County, International Association of Fire Fighters, Local 1230, A.F.L.-C.I.O.

SECTION 1 - RECOGNITION

1.1 Union Recognition. The Union is the formally recognized and certified employee organization for the bargaining unit, which consists of the classifications listed below;

- Fire Captain
- Fire Captain/Paramedic

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- Fire Captain/Paramedic II
- Engineer
- Engineer/Paramedic
- Engineer/Paramedic II
- Firefighter
- Firefighter/Paramedic
- Paramedic (single role)
- Firefighter/Paramedic Trainee

SECTION 2 - DUES DEDUCTION AND MAINTENANCE OF MEMBERSHIP UNION MEMBERSHIP AND DUES DEDUCTION

~~2.1 Dues Deduction. Only a majority representative may have dues deduction and as such the union has the exclusive privilege of dues deduction for all members in its classification. Dues deduction shall be based on the voluntary written authorization of the employee which shall remain in effect so long as the employee remains in a unit represented by the Union unless such authorization is canceled in writing by the employee in accordance with Section 2.3 below. The dues deduction shall be for a specified amount and uniform between members of the Union. The Union shall indemnify, defend, and hold the District harmless against any claims made and against any suit instituted against the District on account of dues deduction. The Union shall refund to the District any amounts paid to it in error upon the presentation of supporting evidence.~~

~~2.2 Union Dues Form. Employees hired in classifications assigned to the unit represented by the Union may complete a union dues authorization card provided by the Union, and if so shall have deducted from their paychecks the membership dues of the Union.~~

~~2.3 Maintenance of Membership. All employees in units represented by the Union who are currently paying dues to the Union and all employees in such units who hereafter become members of the Union shall, as a condition of continued employment, pay dues to the Union for the duration of this Memorandum of Understanding and each year thereafter so long as the Union continues to represent the classification to which the employee is assigned, unless the employee Code Sec. 3502.5. elects to terminate his or her membership (a) within the sixty (60) calendar day period before the stated expiration date of the parties' collective bargaining agreement or (b) as otherwise provided for in the Union's bylaws and rules.~~

2.1 Dues Deduction. The Local is solely responsible for distributing to and collecting from employees, the dues deduction authorization forms. It is the employee's responsibility to submit requests to start or stop dues deductions directly to the Local and not to the District. The Local is responsible for maintaining the dues deduction forms from individual employees. Copies of an individual employee's dues deduction

authorization need not be provided to the District unless a dispute arises about the existence or terms of the authorization. Questions regarding Local membership, dues amounts, and payroll deductions must be directed to the Local and not the District.

The Local will provide to the District an updated, certified dues deduction list of bargaining unit members on an annual basis, of those employees who have provided written authorization for regular dues deductions. The District will deduct dues for only those employees who are in the bargaining unit in accordance with such certified list. The Local will immediately notify the District of any change to an employee's dues deduction authorization, and will provide the District within five (5) business days of the Local being advised, an updated, certified dues deduction list only noting any specific changes from the last list provided to the District. The District shall not be obligated to put into effect any new, changed or discontinued deduction until a certified list of employees who have provided the Local with deduction authorization forms is submitted to the District in sufficient time to permit normal processing of the change or deduction. The District will transmit the balance of funds to the Local without delay.

The Local agrees to indemnify, defend and hold harmless the District against all claims, demands, suits or any other action, including costs of such suits and reasonable attorney's fees and/or other forms of liability arising from the implementation of the provisions of this section, including claims for or related to employee authorizations, revocations, deductions made, cancelled, or changed in reliance on the Local's representations and certifications regarding employee dues deduction authorizations.

2-4 2.2 Communicating With Employees. The Union shall be allowed to use designated portions of bulletin boards or display areas in public portions of District buildings or in public portions of offices in which there are employees represented by the Union, provided the communications displayed have to do with official organization business such as times and places of meetings and further provided that the Union appropriately posts and removes the information. The Fire Chief reserves the right to remove objectionable materials.

Representatives of the Union, not on District time, shall be permitted to place a supply of employee literature at specific locations in District buildings if arranged through the Fire Chief; said representatives may distribute employee organization literature in areas designated by the Fire Chief if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress.

Such placement and/or distribution shall not be performed by on-duty employees. The Union shall be allowed access to work locations in which it represents

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employees for the following purposes:

- A. to post literature on bulletin boards;
- B. to arrange for use of a meeting room;
- C. to leave and/or distribute a supply of literature as indicated above;
- D. to represent an employee on a grievance, and/or to contact a union officer on a matter within the scope or representation.

In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the Fire Chief or designee(s) and the visit will not interfere with the District services.

~~2.5~~ **2.3** Use of District Buildings. The Union shall be allowed the use of areas normally used for meeting purposes for meetings of District employees during non-work hours when:

- A. such space is available and its use by the Union is scheduled twenty-four (24) hours in advance;
- B. there is no additional cost to the District
- C. it does not interfere with normal District operations;
- D. employees in attendance are not on duty and are not scheduled for duty;
- E. the meetings are on matters within the scope or representation.

The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Union shall maintain proper order at the meeting and see that the space is left in a clean and orderly condition. The use of District equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, and white boards) is strictly prohibited, even though it may be present in the meeting area.

~~2.6~~ **2.4** Advance Notice. The Union shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope or representation proposed to be adopted by the Board, and to meet with the body considering the matter.

The listing of an item on a public agenda, or the mailing of a copy of a proposal at least seventy-two (72) hours before the item will be heard, or the delivery of a copy of the proposal at least twenty-four (24) hours before the item will be heard, shall constitute notice.

In cases of emergency when the Board, determines it must act immediately

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without such notice or meeting it shall give notice and opportunity to meet as soon as practical after its action.

~~2.7~~ **2.5** Assignment of Classes to Bargaining Units. The Fire Chief shall assign new classifications in accordance with the following procedure:

- A. Initial Determination: When a new class title is established, the Fire Chief shall review the composition of existing representation units to determine the appropriateness of including some or all of the employees in the new class in one or more existing representation units, and within a reasonable period of time shall notify all recognized employee organizations of the determination.
- B. Final Determination: The Fire Chief's determination is final unless within ten (10) days after notification, the Union requests in writing to meet and confer thereon.
- C. Meet and Confer and other Steps: The Fire Chief shall meet and confer with such requesting organizations (and with other recognized employee organizations where appropriate) to seek agreement on this matter within sixty (60) days after the ten-day period in subsection (B), unless otherwise mutually agreed.

~~2.8~~ **2.6** Written Statement for New Employees. The District will provide a written statement to each new employee hired into a classification in the bargaining unit represented by the Union, that the employee's classification is represented by the Union and the name of a representative of the Union. The Union will provide the employee with a packet of information regarding the Union.

SECTION 3 - NO DISCRIMINATION

There shall be no discrimination because of race, color, national origin, ancestry, age (to the extent prohibited by applicable State or Federal law), religion or creed (including religious dress and grooming practices), marital status, military service and/or veteran status, sex, sexual orientation, gender, gender identity, gender expression, pregnancy, childbirth and/or breastfeeding, medical conditions (including conditions related to pregnancy, childbirth or breastfeeding), genetic information, or any other characteristic protected by state or federal law or local ordinance against any employee or applicant for employment by the Union or the District. There shall be no discrimination against any person solely because of physical or mental disability (actual or perceived), including HIV & AIDS status, unless that disability prevents the person from meeting the minimum standards established for that position or from carrying out the duties of the position safely.

There shall be no discrimination because of Union membership or legitimate Union activity against any employee or applicant for employment.

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The District and the Union recognize that the District has an obligation in accordance with the Americans with Disabilities Act (ADA) to reasonably accommodate disabled employees. If by reason of the aforesaid requirement the District contemplates actions to provide reasonable accommodation to an individual employee to comply with the ADA which are in conflict with any provision of this MOU, the Union will be advised of such proposed accommodation. Upon request, the District will meet and confer with the Union on the impact of such accommodation. If the District and the Union do not reach an agreement, the District may implement the accommodation without further negotiations. Nothing in this MOU shall preclude the District from taking actions necessary to comply with the requirements of the ADA or of any other State or Federal law governing discrimination, wages, or hours.

SECTION 4 - OFFICIAL REPRESENTATIVES

4.1 Attendance at Meetings. Employees designated as official representatives of the Union shall be allowed to attend meetings held by Moraga-Orinda Fire Protection District during regular working hours on District time as follows:

- A. if their attendance is required by the Moraga-Orinda Fire Protection District at a specific meeting;
- B. if their attendance is sought by an Adjustment Board of Arbitration hearing body for presentation of testimony or other reasons;
- C. if their attendance is required for meeting required for settlement of grievances filed pursuant to Section 18 (Grievance Procedure) of this Memorandum;
- D. if they are designated as an official representative, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance;
- E. if they are designated as spokesperson or representative of the Union and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the Battalion Chief. The Moraga-Orinda Fire Protection District is responsible for determining that the attendance of the particular employee(s) is required;
- F. if their attendance does not conflict with Fire District(s) emergency operations.

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4.2 Union Representatives. Official representatives of the Union shall be allowed time off on District time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Fire Chief or other management representatives on matters within the scope of representation, and that advance arrangements for the time away from the work station or assignment are made with the Battalion Chief and their attendance does not conflict with appropriate Fire District emergency operations.

SECTION 5 - SALARIES

5.1 General Wage Increases.

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

July 1, 2018	3.0% Across-the-Board Wage Increase 2.0% Equity Adjustment
July 1, 2019	3.0% Across-the-Board Wage Increase 2.0% Equity Adjustment
July 1, 2020	2.0% Across-the-Board Wage Increase 1.0% Equity Adjustment

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.

5.2 Entrance Salary. New employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made. However, the Fire Chief may fill a particular position at a step above the minimum of the range.

5.3 Anniversary Dates. Anniversary dates will be set as follows:

A. New Employees. The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) months service provided however, if an employee began work on the first regularly scheduled workday of the month the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.

B. Promotions. The anniversary date of a promoted employee is

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determined as for a new employee in Subsection 5.3.A above.

- C. Reclassification. The anniversary date of an employee who is reclassified to another position or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.

5.4 Increments Within Range. The performance of each employee, except those of employees already at the maximum salary step of the appropriate salary range, shall be reviewed on the anniversary date as set forth in Section 5.3 to determine whether the salary of the employee shall be advanced to the next higher step in the salary range. Advancement shall be granted on the affirmative recommendation of the Fire Chief, based on satisfactory performance by the employee. The Fire Chief may recommend denial of the increment or denial subject to one additional review at some specified date before the next anniversary which must be set at the time the original report is returned.

Except as herein provided, increments within range shall not be granted more frequently than once a year, nor shall more than one (1) step within-range increment be granted at one time. In case the Fire Chief recommends denial of the within range increment on some particular anniversary date, but recommends a special salary review, the special salary review shall not affect the regular salary review on the next anniversary date.

Nothing herein shall be construed to make the granting of increments mandatory on the District. If the District verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

5.5 Compensation for Portion of Month. Any employee who works less than any full calendar month, except when on earned vacation, authorized sick leave, or other authorized paid leave shall receive as compensation for services an amount which is in the same ratio to the established monthly rate as the number of days worked is to the actual working days in such employee's normal work schedule for the particular month.

5.6 Position Reclassification. An employee who is an incumbent of a position which is reclassified to a class which is allocated to the same range of the basic salary schedule as is the class of the position before it was reclassified, shall be paid at the same step of the range as the employee received under the previous classification. An incumbent of a position which is reclassified to a class which is allocated to a lower range of the basic salary schedule shall continue to receive the same salary as before the reclassification, but if such salary is greater than the maximum of the range of the class to which the position has been

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reclassified, the salary of the incumbent shall be reduced to a maximum salary for the new classification. The salary of an incumbent of a position which is reclassified to a class which is allocated to a range of the basic salary schedule greater than the range of the class of the position before it was reclassified shall be governed by the provisions of Section 5.7 Salary on Promotion.

5.7 Salary on Promotion. Any employee who is appointed to a position of a classification allocated to a higher salary range than the class previously occupied shall receive the salary in the new salary range which is next higher than the rate received before the promotion.

In the event this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided however that the next step shall not exceed the maximum salary for the higher class.

In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in that class unless such step results in a decrease in which case the employee is appointed to the next higher step. If, however, the employee is being appointed into a class allocated to a higher salary range than the class from which the employee was laid off, the salary will be calculated from the highest step the employee achieved prior to layoff, or from the employee's current step, whichever is higher.

5.8 Salary on Involuntary Demotion. Any employee who is demoted, shall have their salary reduced to the top step monthly salary for the classification to which the employee has been demoted. In the event this decrease is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is five percent (5%) less than the next lower step; provided, however, that the next step shall not be less than the minimum salary of the lower class.

Whenever the demotion is the result of layoff, cancellation of positions, or displacement by another employee with greater seniority rights, the salary of the demoted employee shall be that step on the salary range which the employee would have achieved had the employee been continuously in the position to which the employee had been demoted, all within-range increments having been granted.

5.9 Salary on Voluntary Demotion. Whenever any employee voluntarily demotes to a position in a class having a salary schedule lower than that of the class from which the employee demotes, the employee's salary shall remain the same if the steps in the employee's new (demoted) salary range permit, and if not, the new salary shall be set at the step next below former salary.

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5.10 Acting in a Higher Class. When it is required to meet operational needs that an employee perform a majority of the essential duties of a position in a higher classification, payment for such out-of-classification work shall be five percent (5%) above the base rate of the employee.

Eligibility to receive out of class compensation for working in a higher classification shall be subject to the following conditions:

- a. The assignment to work out of class must be made by the Fire Chief or his/her designee.
- b. Employees receiving out of class compensation must be qualified to perform in the higher classification.

Due to the fact that employees who work in an out of class position have been thoroughly tested and certified by the District, they are qualified to serve in that position. Said employees will be eligible to receive out of class compensation upon being assigned to perform in such position. All hours assigned and worked in the higher classification shall be paid in accordance with this section. Such assignments will not be made as alternatives to District promotions.

5.11 Payment. On the tenth (10th) day of each month, the District will draw a warrant in favor of each employee for the amount of salary due to the employee for the preceding month; provided, however, that each employee (except those paid on an hourly rate) may choose to receive an advance on the employee's monthly salary, in which case the District shall, on the twenty-fifth (25th) day of each month, draw a warrant in favor of such employee. The advance shall be in an amount equal to one-third (1/3) or less at the option of the employee, of the employee's base salary of the previous month except that it shall not exceed the amount of the previous month's base salary less all requested or required deductions.

In the case of an election made pursuant to this Section 5.11 all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

5.12 Pay Warrants. Employee pay warrants shall be delivered to a work place designated by the District by 8:00 a.m. on the 10th and 25th of each month. Should the 10th or 25th of the month fall on Saturday, Sunday, or a holiday, pay warrants will be delivered by 8:00 a.m. on the preceding Moraga-Orinda Fire Protection District workday.

5.13 Pay Warrant Errors. If an employee receives a pay warrant which has an error in the amount of compensation to be received and if this error occurred as a result of a mistake by the District that the error will be corrected and a new warrant issued within forty-eight (48) hours, exclusive of Saturdays, Sundays and

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holidays from the time the District is made aware of and verifies that the pay warrant is in error. Overpayments will be handled on a case by case basis.

5.14 Ambulance Premium Pay. Members assigned to Medic 41 and Engine/Medic 45 will receive a stipend equal to 5% of the current 5th step Firefighter/ Paramedic pay for each 24-hour shift, or a pro rata share per shift as applicable. This premium shall only be paid for hours actually worked on the designated apparatus by the employee and shall not apply if the employee is off work for any reason. At no time will more than five members receive the ambulance stipend for the same period. This section is specific to stipend pay and will not be construed as limiting the operational deployment of MOFD fire apparatus and ambulances.

SECTION 6 - OVERTIME

6.1 Overtime. Overtime is authorized time worked outside the normal work schedule. Overtime shall be compensated for at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.

Overtime for permanent employees is earned and credited in a minimum of one-sixth hour increments.

6.2 Overtime Recall List. The District and the Union have agreed to specialized lists to be used when recalling for strike teams, emergency recall, daily minimum staffing and mandatory overtime.

SECTION 7 - EMERGENCY RECALL

Employees called back for work performed outside their regular work schedule shall be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate for time actually worked with a minimum of four (4) hours pay. This four (4) hours minimum does not apply if the employee is not actually called back and does not actually report to work, or when an employee is called back and reports to work less than four (4) hours before the beginning of the employee's regular shift.

SECTION 8 - UNION NOTIFICATION

When it appears to the Fire Chief that the District may take action which will result in the layoff of employees in the unit represented by the Union, the Chief shall notify the Union of the possibility of such layoffs and shall meet and confer with it regarding the implementation of the action.

The District agrees to give employees fourteen (14) calendar days' notice of layoff except in case of emergency.

SECTION 9 - HOLIDAYS

9.1 The District will observe the following holidays:

- A. 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.

- B. Shift employees (56 hours per week) shall receive twelve (12) hours of overtime credit for each holiday listed in Section (A) above.

SECTION 10 - VACATION LEAVE

10.1 Vacation Leave. The rates at which employees accrue vacation credits and the maximum accumulations thereof are as follows:

56 Hour Shift Employees

<u>Length of Service</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
Under 10 years of completed service	14	336
11- 20 years completed service	19	456
21 - 25 years completed service	24	576
26 - 29 years completed service	28	672
30 years completed service	33	792

SECTION 11 - SICK LEAVE

11.1 Twenty-four (24) hour shift personnel shall accrue sick leave at the rate of twelve (12) hours per month.

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11.2 Permanent Disability Benefit Accrual Utilization. Permanent disability means an employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any District occupation for which the employee is qualified by reason of education, training or experience. Accruals may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:

- A. an application for retirement for disability has been filed with the Retirement Board;
- B. satisfactory medical evidence of such disability is received by the Fire Chief within thirty (30) days of the start of use of sick leave for permanent disability;
- C. the Fire Chief may review medical evidence and order further examinations as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the Fire Chief determines that the medical evidence submitted by the employee is insufficient, or when the above conditions have not been met.

11.3 Definition of Immediate Family for this Section 11 "Immediate Family" means and includes only the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster children, aunt, uncle, cousin, stepbrother, stepsister, or domestic partner of an employee and/or includes any other person for whom the employee is the legal guardian or conservator, or any person who is claimed as a "dependent" for IRS reporting purposes by the employee.

11.4 Prearranged Medical Appointments. Employees who wish to use sick leave accruals for prearranged doctor or dentist appointments shall notify their appropriate supervisor of the appointment twenty-four (24) hours prior to the beginning of the shift during which the appointment is scheduled.

11.5 Legal Adoption of a Child. Paid sick leave accruals may be used by an employee upon adoption of a child.

11.6 Death of Family Member. An employee may use paid sick leave accruals for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals other than sick leave may be authorized in conjunction with the bereavement leave at the discretion of the Fire Chief.

SECTION 12 - LEAVE OF ABSENCE

12.1 Leave Without Pay. Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the Fire Chief; provided, however, that leaves for pregnancy, pregnancy disability, serious health conditions, and family care shall be granted in accordance with applicable state and federal law.

12.2 General Administration - Leaves of Absence. 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.

- A. Leave without pay may be granted pursuant to applicable Federal and State laws or for any of the following reasons:
 - 1. Illness or disability;
 - 2. pregnancy;
 - 3. parental;
 - 4. to take a course of study such as will increase the employee's usefulness on return to the position;
 - 5. for other reasons or circumstances acceptable to the Fire Chief.

- B. 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.

- C. Leave without pay may be for a period not to exceed one (1) year, 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.

- D. 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 in accordance with Section 13.5 below.

- E. 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

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fifteen (15) days in advance of the proposed return. Early return is subject to prior approval by the Fire Chief.

- F. Except in the case of leave pursuant to Federal and State laws, 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 set forth in this MOU.

12.3 Military Leave. Employees shall be granted a leave of absence for military leave, in accordance with all applicable federal and state laws, and MOFD Board resolution 03-04.

12.4 Family Care Leave or Medical Leave. During the term of this Memorandum of Understanding, the District agrees to comply with the provisions of the Federal Family and Medical Leave Act and the California Family Rights Act ("Acts") as those Acts may be amended from time to time. Upon request to the Fire Chief, in each calendar year any employee who has regular status shall be entitled to at least twelve (12) weeks leave (less if so requested by the employee) for:

- A. medical leave of absence for the employee's own serious health condition which makes the employee unable to perform the functions of the employee's position; or
- B. family care leave of absence without pay for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious illness or health condition of a child, parent, spouse, or domestic partner of the employee.

12.5 Certification. 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.

12.6 Intermittent Use of Leave. The twelve (12) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The twelve (12) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 12.9 below. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the twelve (12) week entitlement.

12.7 Definitions. For medical and family care leaves of absence under this section, the following definitions apply:

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- A. Child: A biological, adopted, or foster child, stepchild, legal guardian, conservator or a child who is under eighteen (18) years of age for whom an employee stands in, or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.
- B. Parent: A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.
- C. Spouse: A partner in marriage as defined in California Family Code Sections 300 *et seq.*
- D. Domestic Partner: An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life as defined in Cal. Family Code Section 297 (*et. seq.*).
- E. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by state and federal law.
- F. Certification for Family Care Leave: A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:
 - 1. the date, if known, on which the serious health condition commenced;
 - 2. the probable duration of the condition;
 - 3. an estimate of the amount of time which the employee needs to render care or supervision;
 - 4. a statement that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision;
 - 5. if for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.

- G. Certification for Family Medical Leave: A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:
1. the date, if known, on which the serious health condition commenced;
 2. the probable duration of the condition;
 3. a statement that the employee is unable to perform the functions of the employee's job;
 4. if for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.

12.8 Group Health Plan Coverage. Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the District contribution by maintaining their employment in pay status as described in Section 13.11. During the twelve (12) weeks of an approved medical or family care leave under Section 13.4 above, the District will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 13.11. In order to maintain such coverage, employees are required to pay timely, the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the Moraga-Orinda Fire Protection District directly.

12.9 Leave Without Pay - Use of Accruals.

- A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 11 - Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by LTD Benefit Coordination or Sick Leave Integration or in the sections below.
- B. Family Care or Medical Leave. During the twelve (12) weeks of an approved medical or family care leave, if a portion of that leave will

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be on a leave of absence without pay, the employee will be *required* to use *at least* 0.1 hour of sick leave (if so entitled under Section 11 - Sick Leave), vacation, or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A.

12.10 Leave of Absence Replacement and Reinstatement. Any permanent employee who requests reinstatement to the classification held by the employee at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification, and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of a permanent employee the District will follow the layoff and rehire process outlined in the side letter regarding layoffs.

12.11 Salary Review While on Leave of Absence. The salary of an employee who is on leave of absence from a Moraga-Orinda Fire Protection District position on any anniversary date and who has not been absent from the position on leave without pay more than six (6) months during the preceding year, shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.

12.12 Unauthorized Absence. An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or canceled by the Fire Chief, or at the expiration of a leave, shall be without pay. Such absence may also be grounds for disciplinary action.

SECTION 13 - MEDICAL AND DENTAL CARE

13.1 Medical

Effective following Board approval of this MOU, the District's monthly medical contribution will be set at the PERS minimum contribution level (currently \$133/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	\$684
Employee +1	\$1,368
Employee + 2 or more	\$1,778

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

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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.

Effective January 1, 2019, the District's maximum obligation for medical related expenses as set forth above shall be increased to the amount of the PERS minimum health contribution plus an additional amount equal to the difference between the PERS minimum health contribution and the following:

Employee Only	\$715
Employee +1	\$1,429
Employee + 2 or more	\$1,858

13.2 Dental Program. Effective Jan. 1, 2008, the District will increase its dental plan contribution amount by seventy seven percent (77%) of the 2008 increase for the annual dental plan rate for the term of this MOU.

13.3 PERS Long Term Care. The District will deduct and remit monthly premium and eligible lists to the PERS Long Term Care Administrator, at no employee cost, for District employees who are eligible and voluntarily elect to purchase long term care through the PERS Long Term Care Program.

13.4 Health Care Spending Account. The District will offer permanent 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 the legal limit 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. Carryover of unused balances at the end of the Plan Year shall be in accordance with Internal Revenue Service Notice 2013-71 and the terms of the Flexible Benefit Plan documents.

13.5 Retiree Medical Coverage

13.5.1 Employees hired prior to April 15, 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 \$133/month and as subsequently adjusted by PERS and/or statute), and an additional amount for a total District contribution obligation of:

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

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13.5.2 Employees hired on or after April 16, 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-by PERS and/or applicable statute.

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

13.6 Life Insurance. The District shall purchase a life insurance benefit for each employee in the bargaining unit providing for \$50,000 coverage. Employees have the option to purchase, at their expense by payroll deduction, up to an additional \$50,000 of life insurance upon initial enrollment to the plan (date of hire) without evidence of insurability.

SECTION 14 - PROBATIONARY PERIOD

14.1 Probation. All appointments from officially promulgated employment lists for original entrance or promotion shall be subject to a probationary period.

14.2 Classifications with Probationary Periods. Listed below are those classifications represented by the Union and their probation periods subject to MOU Section 14.4 below.

- Fire Captain - one (1) year
- Fire Captain/Paramedic - one (1) year
- Fire Captain/Paramedic II – one (1) year
- Engineer - one (1) year
- Engineer/Paramedic - one (1) year
- Engineer/Paramedic II – one (1) year
- Firefighter – eighteen (18) months
- Firefighter/Paramedic - eighteen (18) months
- Paramedic (single role) – eighteen (18) months
- Firefighter/Paramedic Trainee – all time spent in the class of Firefighter/Paramedic Trainee shall be deemed probationary.

14.3 Classes with Changed Probationary Periods. When the probationary period for a class is changed, only new appointees to positions in the classification shall be subject to the revised probationary period.

14.4 Probationary Period Time.

14.4.4.1. The probationary period shall date from the time of appointment. It shall not include time served under provisional appointment or under appointment to limited term positions or any period of continuous leave of absence without pay or period of work connected disability exceeding fifteen (15) calendar days. Time spent as a Firefighter/Paramedic Trainee by an employee

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who is subsequently promoted to the classification of Firefighter or Firefighter/Paramedic shall be credited towards the applicable probationary period for that employee in the Firefighter or Firefighter/Paramedic classification.

14.4.1.2. Irrespective of the stated duration of the probationary periods as referenced in section 14.2 above, no probationary period shall be deemed completed until the probationary employee has completed a minimum of the following number of shifts:

One-year probationary period: 100 shifts

18-month probationary period: 160 shifts

14.5 Rejection During Probation. An employee who is rejected during the probation period and restored to the eligible list shall begin a new probationary period if subsequently certified and appointed.

- A. Appeal from rejection. Notwithstanding any other provisions of this section, an employee (probationer) shall have the right to appeal from any rejection during the probationary period based on religion or creed (including religious dress and grooming practices), marital status, military service or veteran status, union membership or activities, race, color, national origin, ancestry, sexual orientation, sex or gender (including pregnancy, childbirth, or breastfeeding), gender identity, gender expression, age (to the extent prohibited by applicable State or Federal law), actual or perceived physical or mental disability (including HIV and AIDS status), medical conditions, or genetic information.
- B. The appeal must be written, must be signed by the employee and set forth the grounds and the facts by which it is claimed that grounds for appeal exist under subsection (A) and must be filed with the Fire Chief by 5:00 p.m. on the 7th calendar day after the date of delivery to the employee of notice of rejection.
- C. The Fire Chief shall consider the appeal, and if the Chief finds probable cause to believe that the rejection may have been based on grounds prohibited in subsection (A) the Chief may refer the matter to the MOFPD Board of Directors for hearing recommend findings of fact, conclusions of law and decision pursuant to the relevant provisions of the documents of the MOFPD rules in which proceedings the rejected probationer has the burden of proof.
- D. If the Fire Chief finds no probable cause for a hearing, the Chief shall deny the appeal. If, after hearing, the Fire Chief upholds the appeal, the appellant shall complete only the remainder of the

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probation period unless the Fire Chief specifically orders that the appellant begin a new probation period.

14.6 Permanent Appointment.

The permanent appointment of a probationary employee shall begin on the day following the end of the probationary period, subject to the condition that the Fire Chief receive from the appropriate Battalion Chief a statement in writing that the services of the employee during the probationary period were satisfactory and that the employee is recommended for permanent appointment. A new employee on probation may be rejected at any time during the probation period without regard to the Skelly provisions of this Memorandum of Understanding, without notice and without right of appeal or hearing. A probationary employee may be rejected from the service within a reasonable time after the probation period for failure to pass probation. If the Fire Chief fails to submit in a timely manner the proper written documents certifying that a probationary employee has served in a satisfactory, the permanent appointment shall begin on the day following the end of the probationary period.

Notwithstanding any other provisions of this Memorandum of Understanding, an employee rejected during the probation period from a position to which the employee had been promoted from an eligible list, shall be restored to a position in the District from which the employee was promoted. An employee dismissed for other than disciplinary reasons within six (6) months after being promoted from a position to a position not included in the bargaining unit shall be restored to a position in the classification in the District from which the employee was promoted. A probationary employee who has been rejected or has resigned during probation shall not be restored to the eligible list from which the employee was certified unless the employee receives the affirmative recommendation from the Fire Chief whose decision is final.

14.7 Layoff During Probation. An employee who is laid off during probation, if reemployed in the same class by the District, shall be required to complete only the balance of the required probation.

SECTION 15 - PROMOTION

15.1 Promotion. Promotion shall be by competitive examination unless otherwise provided in this Memorandum of Understanding.

15.2 Promotion Policy. The Fire Chief shall determine whether an examination is to be called on a promotional basis. In making this decision, the Chief will consider the timelines established within the Career Development Guide.

15.3 Requirements for Promotional Standing. In order to qualify for an examination called on a promotional basis, an employee must have probationary

or permanent status in the system and must possess the minimum qualifications for the class. Applicants will be admitted to promotional examinations only if the requirements are met on or before the final filing date. If an employee who is qualified on a promotional employment list is separated from District service, except by layoff, the employee's name shall be removed from the promotional list.

15.4 Seniority Credits. Employees who have qualified to take promotional examinations and who have earned a total score, not including seniority credits, of seventy percent (70%) or more, shall receive, in addition to all other credits, five one-hundredths of one percent (.05) for each completed month of service as a District employee continuously preceding the final date for filing application for said examination. For purposes of seniority credits, leaves of absence shall be considered as service. Seniority credits shall be included in the final percentage score from which the rank on the promotional list is determined. No employee, however, shall receive more than a total of five percent (5%) credit for seniority in any promotional examination.

SECTION 16 - RESIGNATIONS

An employee's voluntary termination of service is a resignation. Written resignations shall be forwarded to the Board of Directors by the Fire Chief immediately on receipt and shall indicate the effective date of termination. Oral resignation shall be immediately confirmed by the Fire Chief in writing to the employee and to the Board of Directors and shall indicate the effective date of termination.

16.1 Resignation in Good Standing. A resignation giving the Fire Chief written notice at least two (2) weeks in advance of the last date of service (unless the Fire Chief requires a longer period of notice, or consents to the employee's terminating on shorter notice) is a resignation in good standing.

16.2 Constructive Resignation. A constructive resignation occurs and is effective when:

- A. An employee has been absent from duty for four consecutive shifts without leave; and
- B. Four consecutive shifts have elapsed without response by the employee after the mailing of a notice of resignation by the Fire Chief to the employee at the employee's last known address.

16.3 Effective Resignation. A resignation is effective when delivered or spoken to the Fire Chief, operative either on that date or another date specified.

16.4 Revocation. A resignation that is effective is revocable only by written

concurrence of the employee and the Fire Chief.

SECTION 17 - DISMISSAL, SUSPENSION, DEMOTION AND REDUCTION IN SALARY

17.1 Cause for Dismissal, Suspension, Demotion and Reduction in Salary. The Fire Chief may dismiss, suspend, demote, or reduce in salary any employee for cause. Reduction in salary shall not exceed five percent (5%) of the employee's base salary for a period of more than sixty (60) consecutive calendar days. The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions and dismissal, suspension, demotion or reduction in salary may be based on reasons other than those specifically mentioned:

1. absence without leave;
2. conviction of any criminal act involving moral turpitude;
3. conduct tending to bring the District into disrepute;
4. disorderly or immoral conduct;
5. incompetence or inefficiency;
6. insubordination;
7. being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on District premises;
8. neglect of duty, i.e., non-performance of reasonably assigned responsibilities;
9. negligent or willful damage to public property or waste of public supplies or equipment;
10. violation of any lawful or reasonable regulation or order given by a supervisor or Fire Chief;
11. willful violation of any of the provisions or regulations of the District
12. material and intentional misrepresentation or concealment of any fact in connection with obtaining employment;
13. misappropriation of District funds or property;
14. unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this Memorandum of Understanding;
15. dishonesty or theft;
16. excessive or unexcused absenteeism and/or tardiness;
17. sexual harassment including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature, when such conduct has the

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purpose or effect of affecting employment decisions concerning an individual, interfering with an individual's work performance, or creating an intimidating, hostile or an offensive working environment.

17.2 Skelly Requirements. Before taking a disciplinary action to dismiss, suspend for more than five (5) work days (48 hours for employees on a 56-hour workweek) or demote an employee, the Fire Chief shall cause to be served personally or by certified mail on the employee, a Notice of Proposed Action, which shall contain the following:

- A. A statement of the action proposed to be taken.
- B. A copy of the charges; including the acts or omissions and grounds upon which the action is based.
- C. If it is claimed that the employee has violated a rule or regulation of the Moraga-Orinda Fire Protection District, a copy of said rule shall be included with the notice.
- D. A statement that the employee may review and request copies of materials upon which the proposed action is based.
- E. A statement that the employee has seven (7) calendar days to respond to the Fire Chief either orally or in writing.

17.3 Employee Response. The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the Fire Chief either orally or in writing before the proposed action may be taken. Upon request of the employee and for good cause, the Fire Chief may extend in writing the period to respond. If the employee's response is not filed within seven (7) calendar days or during any mutually agreed to extension, the right to respond is lost.

17.4 Leave Pending Employee Response. Pending response to a Notice of Proposed Action within the first seven (7) calendar days or extension thereof, the Fire Chief for cause specified in writing may place the employee on temporary leave of absence with pay.

17.5 Suspensions Without Pay. Shall not exceed thirty (30) consecutive days, and/or for this purpose ten (10) 24-hour work shifts unless ordered by an arbitrator, or an adjustment board. The thirty (30) consecutive day limit does not apply to suspension due to pending criminal charges as provided in 17.6 below.

17.6 Notice of Suspension Without Pay Due to Pending Criminal Charges. Before suspending an employee due to pending criminal charges, the Fire Chief shall cause to be served either personally or by certified mail on the employee, a

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Notice of Suspension Due to Pending Criminal Charges, which shall contain the following:

- A. A statement that the employee is suspended while criminal charges are pending or until the charges are dismissed.
- B. A statement of the charges upon which the suspension is based and of the facts by which such charges adversely affect the District service or conflict with continued employment.
- C. A statement that the employee may respond to the Fire Chief either orally or in writing within seven (7) calendar days.
- D. A statement that disciplinary action may be taken after disposition of the charges.
- E. The Notice of Suspension Due to Pending Criminal Charges may include a Notice of Proposed Action (Skelly Notice) under Section 17.2.
- F. The Fire Chief, upon giving notice as provided in this Section 17, may immediately suspend without pay an employee against whom there is pending a criminal charge which adversely affects the District service or conflicts with continued employment. Pending criminal charges exist when an employee has been arrested or has been named a defendant in a criminal complaint or indictment filed in any court.
- G. The Fire Chief may order lost pay restored for good cause, and subject to the employee's duty to mitigate damages, but not if the employee 1) is given a notice of Proposed Action (Skelly Notice) and 2) is dismissed or otherwise disciplined for cause directly related to the charges within fourteen (14) calendar days after the Fire Chief has knowledge of final disposition of the charges.

17.7 Procedure on Dismissal, Suspension or Disciplinary Demotion.

- A. In any disciplinary action to dismiss, suspend, or demote an employee having regular status in a position in the system, after having complied with the Skelly requirements where applicable, the Fire Chief shall make an order in writing stating specifically the causes for the action.
- B. Service of Order. Said order of dismissal, suspension, or demotion shall be filed with the Board of Directors showing by whom and the date a copy was served upon the employee to be dismissed, sus-

pending or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U.S. Postal Service.

- C. Employee Appeals from Order. The employee may appeal an order of dismissal, suspension or demotion either to the Board of Directors or through Section 18 Grievance Procedure of this Memorandum of Understanding provided that such appeal is filed in writing with the Fire Chief within ten (10) calendar days after service of said order. An employee may not both appeal to the Board of Directors and file a grievance under Section 18 of this Memorandum of Understanding.

SECTION 18 - GRIEVANCE PROCEDURE

18.1 Grievance Procedure. A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding (excluding, however, those provisions of this Memorandum of Understanding which specifically provide that the decision of any Moraga-Orinda Fire Protection District official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure) or disciplinary actions. The Union may represent the employee at any stage of the process. Grievances must be filed within fifteen (15) calendar days of the incident or occurrence about which the employee claims to have a grievance and shall be processed in the following manner.

- A. Step 1. Any employee or group of employees who believes a provision of this Memorandum of Understanding has been misinterpreted or misapplied to the employee's detriment shall discuss the complaint on an informal basis with the employee's appropriate chief officer who shall meet with the employee and respond to the grievance within five (5) duty shifts of a request to hold such a meeting.
- B. Step 2. If a grievance is not satisfactorily resolved in Step 1 above, the employee may submit the grievance in writing within five (5) calendar days to the Battalion Chief in charge of Personnel, other than the chief officer who participated in Step 1 above, as the Fire Chief may designate. This formal written grievance shall state which provision of the Memorandum of Understanding has been misinterpreted or misapplied, how the misinterpretation or misapplication has affected the employee to the employee's detriment, and the redress the employee seeks. A copy of each written communication on a grievance shall be filed with the Fire Chief. The designated management official shall have ten (10) calendar days in which to respond to the grievance in writing.

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- C. Step 3. If a grievance is not satisfactorily resolved in Step 2 above, the employee may appeal in writing within five (5) calendar days to the Fire Chief. The Fire Chief or designee shall have fifteen (15) calendar days in which to investigate the of the complaint and to meet with the Fire Chief or designee and the employee to attempt to settle the grievance and to respond in writing to the employee and the employee's Union representative.
- D. Step 4. No grievance may be processed under this Section which has not first been filed and investigated in accordance with Step 3 above and filed within five (5) calendar days of the written response of the Fire Chief or designee. 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 in writing within five (5) calendar days to the Fire Chief requesting that the grievance be submitted to an Adjustment Board. Such Adjustment Board is to be comprised of three (3) union representatives, no more than one (1) of whom shall be either an employee of the District or a member of the Union presenting this grievance, and three (3) representatives of the District, no more than one (1) of whom shall be a Moraga-Orinda Fire Protection District employee or a member of the staff of an organization employed to represent the District in the meeting and conferring process. The Adjustment Board shall meet and render a decision within fifteen (15) calendar days of receipt of a written request.
- E. Step 5. If an Adjustment Board is unable to arrive at a majority decision, either the employee or the Moraga-Orinda Fire Protection District, (when alleging a violation of Section 18.6 below) may require the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the employee and the Fire Chief, provided that grievances alleging violation of Section 3 (No Discrimination) are not subject to arbitration under this provision. Such request shall be submitted within ten (10) calendar days of the rendering of the Adjustment Board decision to the Fire Chief (or the designated representative of the Union when the Moraga-Orinda Fire Protection District is alleging a violation of Section 18.6 below). Within thirty (30) calendar days of the request for arbitration, the parties shall mutually select an arbitrator. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the employee and the Moraga-Orinda Fire Protection District. Each party, however, shall bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

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18.2 Scope of Adjustment Board and Arbitration Decisions.

- A. 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 law.
- B. 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 the Union which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in Section 18.1 above.
- C. Proposals to add to or change this Memorandum of Understanding or to change written agreements supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements supplementary hereto or to establish any new terms or conditions of employment.
- D. If the Fire Chief in pursuance of the procedures outlined in Section 18.1C above, or the Adjustment Board in pursuance of the provisions of Section 18.1D above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time; but, in the event that the grievance is carried to arbitration and such employee is found to have been properly discharged under the provisions of Section 18, such employee may not be ordered reinstated and no penalty may be assessed upon the Moraga-Orinda Fire Protection District.

18.3 Clarification on Time Limits of the Grievance Procedure. The time limits and steps specified above may be waived by mutual agreement of the parties to the grievance. If the District fails to meet the time limits specified in Steps 1 through 3 above, the grievance will automatically move to the next step. If a grievant fails to meet the time limits specified in Steps 1 through 5 above, the grievance will be deemed to have been settled and withdrawn.

18.4 Representation Outside of Union. An official, with whom a formal grievance is filed by a grievant who is included in a unit represented by the Union, but is not represented by the Union in the grievance, shall give the Union a copy of the formal presentation.

18.5 Compensation Complaints. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Fire Chief. 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. Any other matters of compensation are to be resolved in the meet and confer process, if not detailed in the Memorandum of Understanding which results from such a meet and confer process, shall be deemed withdrawn until the meet-and-confer process is next opened for such discussion. No adjustments shall be retroactive for more than six (6) months from the date upon which the complaint was filed. No change 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 and the Union.

18.6 No Strike. During the term of this Memorandum of Understanding, the Union, its members and representatives, agree that it and they will not engage in, authorize, sanction or support any strike, slowdown, refusal to perform customary duties, stoppage of work or sick-out against the District.

In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises the employee's supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of the employee's duties is of an emergency nature (defined as Code Two and Three response) and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

18.7 Grievance Filing. The Union may file a grievance at Step 3 on behalf of affected employees when action by the Moraga-Orinda Fire Protection District violates a provision of this Memorandum of Understanding.

18.8 Letter of Reprimand. Letters of reprimand shall be served personally or by certified mail on the affected employee. A copy of the letter of reprimand shall be placed in the employee's official personnel file maintained by the District under the auspices of the Battalion Chief in charge of Personnel. Letters of reprimand not issued by the Fire Chief are subject to a review by the Fire Chief at the employee's request.

SECTION 19 - RETIREMENT CONTRIBUTION

Employees shall be responsible for payment, pursuant to the 414(h)2 plan implemented on July 1, 2000, of one hundred percent (100%) of the employee share of retirement contributions as determined by the Board of Retirement of the

ATTACHMENT B

Contra Costa County Employees' Retirement Association, without the Moraga-Orinda Fire Protection District paying any part of the employee's share.

Employees participating in the 3% at 50 retirement formula benefit implemented July 1, 2002 shall also pay an additional nine percent (9%) towards the employer share of retirement contributions. The Moraga Orinda Fire Protection District shall pay the full employers share of retirement cost for employees participating in PEPRA retirement formula benefits.

SECTION 20 - SAFETY

The District shall expend every effort to see to it that the work performed under the terms and conditions of this Memorandum of Understanding is performed with maximum degree of safety consistent with the requirement to conduct efficient operations. Employees represented by Local 1230 shall actively and regularly participate on the District's Safety Committee.

SECTION 21 - MILEAGE

Reimbursement for Use of Personal Vehicle. The mileage allowance for use of personal vehicles on Moraga-Orinda Fire Protection District business shall be paid according to the rates allowed by the Internal Revenue Service 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 Internal Revenue Service, whichever is later.

SECTION 22 - UNIFORM ALLOWANCE

The monthly uniform allowance for all employees in represented classes for which a uniform is required shall be \$55/monthly. Effective immediately upon approval of this MOU the District will discontinue reimbursement to employees for the purchase of exercise shoes.

SECTION 23 - CERTIFICATION REQUIREMENTS

1. Incumbents of the classifications of Firefighter, Engineer, Fire Captain, shall, at all times, possess current certifications appropriate for practice in Moraga-Orinda Fire Protection District. Basic Life Support, Emergency Medical Technician-1, and Hazardous Materials First Responder Operations shall be maintained as condition of employment.
2. Incumbents of the classification of Firefighter-Paramedic, Engineer-Paramedic I, Engineer-Paramedic II and Fire Captain-Paramedic I, Captain-Paramedic II shall, at all times, possess current certification appropriate for practice in Moraga-Orinda Fire Protection District in Emergency Medical Technician-Paramedic and Hazardous Materials First Responder as a condition of employment. Incumbents of the classification

ATTACHMENT B

of Paramedic shall, at all times, possess current certification appropriate for practice in Moraga-Orinda Fire Protection District in Emergency Medical Technician-Paramedic and Hazardous Materials First Responder Awareness as a condition of employment.

3. The District will provide maintenance training to incumbent employees to comply with the requirements of Sections 1 and 2 above.
4. Employees appointed into any of the foregoing classifications (excepting between these classifications) shall obtain these certifications within six (6) months of appointment as a condition of employment. The District will provide initial certification training to these employees.
5. The foregoing certifications shall be included in minimum qualifications for the foregoing job classifications.

SECTION 24 - MINIMUM STAFFING

The present minimum staffing level ("Safety" personnel consisting of Firefighters, Engineers, and Captains working a shift schedule) is 17.

Through attrition, the District may reduce the number of safety personnel assigned to a shift schedule. Should the District reduce the number of safety personnel to 53, the District may hire six (6) Single-Role Paramedics (SRPMs) to staff District ambulances with on-duty minimum staffing of two (2) SRPMs per shift.

Should the District reduce the number of safety personnel to 47, the District may modify the minimum staffing for safety personnel to fifteen (15) and the District may hire an additional six (6) SRPMs for a total of twelve (12) SRPMs with on-duty minimum staffing of SRPMs of four (4) per shift.

Overtime shall remain rank-for-rank (per existing practice) for all positions with persons within the applicable classification with first right to overtime shifts. In the case of a Board declared fiscal emergency, and a request from the District, Local 1230 would be required to meet and confer regarding potential changes to the provisions of this Section 24.

Fire Captain/Paramedic II's and Engineer/Paramedic II's will always have a primary paramedic assigned to their respective companies. The only exception will be in rare instances when staffing shortages require Fire Captain/Paramedic II's and Engineer/Paramedic II's to act as primary paramedics for no more than four hours.

SECTION 25 - EMPLOYEE REPRESENTATION RIGHTS

ATTACHMENT B

The District recognizes an employee's right to representation who believes that during any disciplinary interview or meeting which may result in discipline the employee may ask for Union representation. The District will not interfere with the representative's right to assist an employee to clarify the facts during the interview.

SECTION 26 - SERVICE AWARDS

The District shall continue its present policy with respect to service awards provided, however, that the type of award given shall be at the sole discretion of the Moraga-Orinda Fire Protection District.

SECTION 27 - DEFINITION (For Service Awards and Vacation Accruals)

The length of service credits of each employee of the Moraga-Orinda Fire Protection District/District shall date from the beginning of the last period of continuous Moraga-Orinda Fire Protection District/District employment (including temporary, provisional, and regular status, and absences on approved leave of absence). When an employee separates from a regular position in good standing and within two (2) years is reemployed in a regular Moraga-Orinda Fire Protection District/District position or is reemployed in a regular Moraga-Orinda Fire Protection District/District position from a layoff list within the period of layoff eligibility, service credits shall include all credits accumulated at time of separation but shall not include the period of separation. The Fire Chief shall determine these matters based on the employee's service within the District.

SECTION 28 - ADOPTION

The provisions of this Memorandum of Understanding shall be made applicable on the dates indicated and upon approval by the Board of Directors Resolutions and/or Ordinances, where necessary, shall be prepared and adopted in order to implement these provisions. It is understood that where it is determined that a Resolution is required to implement any of the foregoing provisions, said provisions shall become effective upon the first day of the month following thirty (30) days after such Resolution is adopted.

SECTION 29 - SCOPE OF AGREEMENT & SEPARABILITY OF PROVISIONS

29.1 Scope of Agreement. Except as otherwise specifically provided herein, this Memorandum of Understanding represents the full and complete incorporation of those proposals which were considered and evaluated pursuant to the meet and confer process. This Memorandum of Understanding constitutes the entire and sole agreement between the Parties on any and all matters which were presented during the meet and confer process. If a proposal was made by either Party and not incorporated within this Agreement, then it was considered and rejected.

29.2 Separability of Provisions. Should any section, clause or provision of this Memorandum of Understanding be rendered or declared illegal, unlawful or unenforceable, 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 this Memorandum of Understanding.

Where a specific provision contained in District Policy conflicts with a specific provision of the MOU, the provision of the MOU shall prevail.

29.3 Duration of Agreement. This Agreement shall continue in full force and effect from July 1, 2018 to and including, June 30, 2021.

29.4 The parties agree to meet no later than six months prior to the expiration of this Memorandum of Understanding to negotiate the ground rules for negotiations for the new Memorandum of Understanding. The parties agree to commence negotiations no later than four months prior to the expiration of this Memorandum of Understanding.

SECTION 30 - 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.

SECTION 31 - PAST PRACTICES & EXISTING MEMORANDA OF UNDERSTANDING

Continuance of working conditions and past practices within the scope of representation not specifically authorized by ordinance or by resolution of the Board of Directors is not guaranteed by this Memorandum of Understanding.

SECTION 32 - SINGLE ROLE PARAMEDIC JOB CLASSIFICATION

Employees in the classification of "Single-Role Paramedic" (SRPM) shall have a five-step salary range in accordance with the salary schedule and shall participate in the retirement formula applicable to non-safety personnel (2.0% at 62 formula for "new members" as defined by PEPRA and administered by CCCERA). All other fringe benefits and accrual rates shall be the same as for other bargaining unit employees.

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The District and Local 1230 agree to meet and confer regarding the operational impacts of integrating the SRPM classification into the District workforce.

SECTION 33 - LAYOFF PROCEDURES

GROUND FOR LAYOFF. Any employee(s) having permanent status in positions(s) in the District service may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, lack of funds or for such other reason(s) as the Board of Directors deems sufficient for abolishing the position(s).

NOTICE. The District will give employees scheduled for layoff at least ten (10) work days' notice prior to their last day of employment, or fourteen (14) calendar days' notice for employees on a work schedule other than 5-40 per week.

ORDER OF LAYOFF. The order of layoff in the District shall be based on inverse seniority with the District the employee in the District with least seniority being laid off first and so on.

LAYOFF BY DISPLACEMENT.

(a) **In the Same Class.** A laid-off permanent full-time employee may displace an employee in the District having less seniority' in 'the same' class, the least senior employee being displaced first.

(b) **In the Same Level or Lower Class.** A laid-off or displaced employee who had achieved permanent status in a class at the same or lower salary level as determined by the salary schedule in effect at the time of layoff may displace within the department and in the class an employee having less seniority; the least senior employee being displaced first, and so on with senior displaced employees displacing junior employees.

SENIORITY. An employee's seniority within a class for layoff and displacement purposes shall be determined by adding the employee's length of service in the particular class in question to the employee's length of service in other classes at the same or higher salary levels as determined by the salary schedule in effect at the time of layoff. Service for layoff and displacement purposes includes only the employee's last continuous permanent District employment. Periods of separation may not be bridged to extend such service unless separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a permanent position within the period of the employee's layoff eligibility. Approved leaves of absence as provided for in these rules and regulations shall not constitute a period of separation. In the event of ties in seniority rights in the particular class in question, such ties shall be broken by length of last continuous permanent District employment. If there remain ties in seniority rights, such ties shall be broken by counting total time in the department

ATTACHMENT B

in permanent employment. Any remaining ties shall be broken by random selection among the employees involved.

APPEAL FROM LAYOFF. In the event of layoff, employees with permanent status may appeal the application of layoff rules as they relate to the establishment of and certification from layoff and reemployment lists to the District's Board of Directors. Appeals must be filed in writing with the Fire Chief within seven (7) calendar days after the public posting of a layoff or reemployment list, or mailing of a layoff or reemployment notice, and must state the specific reasons for the appeal and the remedy sought. This provision shall not be construed to provide for employee appeals of management rights to identify the classes of layoff, number of positions to be reduced or the effective date of the layoffs.

SECTION 34 - 48/96 WORK SCHEDULE

34.1. Personnel working a shift/24-hour schedule shall work a 48/96 shift schedule. The 48/96 shift schedule is a three-platoon system in which employees work two consecutive twenty-four hour shifts for a total of forty-eight hours and have ninety-six consecutive hours off. A typical work period is as follows: X= work day, and O =day off: XXOOOOXXOOOOXXOOOO and so on.

34.2. Employees working a 48/96 shift schedule shall average 56 hours per week and 2, 912 hours per year.

34.3. Overtime will be compensated in accordance with this MOU-

34.4. Shift Bid: During the year after a shift and station bid takes effect, the first four days of the new shift and station bid assignments will be worked in accordance with the following schedule: XOXO

34.5. The 7(k) FLSA work period shall be twenty-four (24) days with an FLSA hours worked threshold of 182 hours per 24 day FLSA work period. Employees working a 48/96 shift schedule shall receive an amount equal to 1/2 times the regular rate for 10 hours (the hours from 182 to 192) that are part of these employees' regular schedule, regardless of whether or not these employees did in fact work all 192 regularly scheduled hours in the 24 day FLSA work period.

34.7. District employees assigned to a 40-hour work schedule are not affected by this agreement.

For Local 1230

For Moraga-Orinda Fire District

By: _____
Larry Menth,

By: _____
Jeff Sloan

ATTACHMENT B

Chief Negotiator

Dated: _____

By: _____
Vince Wells,
President

Dated: _____

Chief Negotiator

Dated: _____

By: _____
David Winnacker,
Fire Chief

Dated: _____

By: _____
Gloriann Sasser,
Administrative Services
Director

Dated: _____

By: _____
Christine Russell,
HR Benefits Manager

Dated: _____

APPENDICES

APPENDIX 1 (SALARY TABLE AS OF JULY 1, 2018)



**MORAGA ORINDA FIRE DISTRICT
SALARY SCHEDULE - MONTHLY
EFFECTIVE JULY 1, 2018**

CLASSIFICATION	STEP	BASE SALARY	FIRE RETIREMENT ALLOTMENT	TOTAL BASE SALARY	HOURLY RATE	OVERTIME RATE	FLSA PAY PER PERIOD	HOLIDAY PAY PER HOLIDAY	UNIFORM PAY	HOURLY AMBULANCE STIPEND
FIRE CAPTAIN/ PARAMEDIC I	5	\$11,662	\$456	\$12,118	\$49.94	\$74.91	\$249.70	\$898.92	\$55	\$2.02
	4	11,106	435	11,541	47.56	71.34	237.80	856.08	55	2.02
	3	10,578	414	10,992	45.30	67.95	226.50	815.40	55	2.02
	2	10,073	394	10,467	43.13	64.70	215.70	776.40	55	2.02
	1	9,595	376	9,971	41.09	61.64	205.50	739.68	55	2.02
FIRE CAPTAIN/ PARAMEDIC II	5	11,135	436	11,571	47.68	71.52	238.40	858.24	55	2.02
	4	10,604	415	11,019	45.41	68.12	227.10	817.44	55	2.02
	3	10,100	395	10,495	43.25	64.88	216.30	778.56	55	2.02
	2	9,622	377	9,999	41.20	61.80	206.00	741.60	55	2.02
	1	9,163	359	9,522	39.24	58.86	196.20	706.32	55	2.02
FIRE CAPTAIN	5	10,604	415	11,019	45.41	68.12	227.10	817.44	55	2.02
	4	10,099	395	10,494	43.24	64.86	216.20	778.32	55	2.02
	3	9,620	377	9,997	41.20	61.80	206.00	741.60	55	2.02
	2	9,163	359	9,522	39.24	58.86	196.20	706.32	55	2.02
	1	8,727	342	9,069	37.37	56.06	186.90	672.72	55	2.02
ENGINEER/ PARAMEDIC I	5	10,345	405	10,750	44.30	66.45	221.50	797.40	55	2.02
	4	9,853	386	10,239	42.19	63.29	211.00	759.48	55	2.02
	3	9,383	367	9,750	40.18	60.27	200.90	723.24	55	2.02
	2	8,938	350	9,288	38.27	57.41	191.40	688.92	55	2.02
	1	8,514	333	8,847	36.46	54.69	182.30	656.28	55	2.02
ENGINEER/ PARAMEDIC II	5	9,877	387	10,264	42.30	63.45	211.50	761.40	55	2.02
	4	9,407	368	9,775	40.28	60.42	201.40	725.04	55	2.02
	3	8,959	351	9,310	38.36	57.54	191.80	690.48	55	2.02
	2	8,532	334	8,866	36.54	54.81	182.70	657.72	55	2.02
	1	8,127	318	8,445	34.80	52.20	174.00	626.40	55	2.02
ENGINEER	5	9,407	368	9,775	40.28	60.42	201.40	725.04	55	2.02
	4	8,959	351	9,310	38.36	57.54	191.80	690.48	55	2.02
	3	8,532	334	8,866	36.54	54.81	182.70	657.72	55	2.02
	2	8,127	318	8,445	34.80	52.20	174.00	626.40	55	2.02
	1	7,740	303	8,043	33.14	49.71	165.70	596.52	55	2.02
FIREFIGHTER/ PARAMEDIC	5	9,389	368	9,757	40.21	60.32	201.10	723.84	55	2.02
	4	8,942	350	9,292	38.29	57.44	191.50	689.28	55	2.02
	3	8,519	334	8,853	36.48	54.72	182.40	656.64	55	2.02
	2	8,111	318	8,429	34.73	52.10	173.70	625.20	55	2.02
	1	7,724	303	8,027	33.08	49.62	165.40	595.44	55	2.02
FIREFIGHTER	5	8,539	334	8,873	36.56	54.84	182.80	658.08	55	2.02
	4	8,132	318	8,450	34.82	52.23	174.10	626.76	55	2.02
	3	7,747	303	8,050	33.17	49.76	165.90	597.12	55	2.02
	2	7,377	289	7,666	31.59	47.39	158.00	568.68	55	2.02
	1	7,025	275	7,300	30.08	45.12	150.40	541.44	55	2.02
PARAMEDIC	5	6,272	246	6,518	26.86	40.29	134.30	483.48	55	2.02
	4	6,055	237	6,292	25.93	38.90	129.70	466.80	55	2.02
	3	5,765	226	5,991	24.69	37.04	123.50	444.48	55	2.02
	2	5,491	215	5,706	23.51	35.27	117.60	423.24	55	2.02
	1	5,231	205	5,436	22.40	33.60	112.00	403.20	55	2.02
FIREFIGHTER/ PARAMEDIC TRAINEE	1	7,724	303	8,027	33.08	49.62			55	

APPENDIX 2 (MEDICAL IN-LIEU SIDE LETTER)

**SIDE LETTER OF AGREEMENT
BETWEEN
MORAGA-ORINDA FIRE PROTECTION DISTRICT
AND
UNITED PROFESSIONAL FIREFIGHTERS OF CONTRA COSTA COUNTY,
IAFF LOCAL 1230, AFL-CIO**

September __, 2018

As part of the resolution of the negotiations between the parties leading to agreement on a successor Memorandum of Understanding for the term July 1, 2018 through June 30, 2021, the parties have agreed as follows:

- (1) The District’s Stipend In-Lieu of Medical Benefits Program, as originally established by means of Board Resolution No. 10-13, was eliminated effective January 1, 2018.
- (2) Pursuant to Board Resolution No. 17-18, the District set aside and preserved, on a monthly basis, monetary amounts equal to those previously paid into 457(B) deferred compensation accounts for employees participating in the program as of December 31, 2017. The District shall pay to such employees a lump sum reflecting their share of these monies for the period January 1, 2018 through June 30, 2018.
- (3) The Union shall promptly withdraw, with prejudice, its previously filed Unfair Practice Charge No. SF-CE-1588-M.

FOR THE DISTRICT

FOR THE UNION

Jeff Sloan, Chief Negotiator

Larry Menth, Chief Negotiator

Date: _____

Date: _____



Moraga-Orinda Fire District

Side Letter of Agreement Between Moraga-Orinda Fire District and United Professional Firefighters of Contra Costa County IAFF Local 1230, AFL-CIO

The Moraga-Orinda Fire District (District) and Local 1230 agree to amend Sections 13.1, 13.2 and 13.5 of their January 1, 2011 to June 30, 2018 MOU (the current MOU), *effective for the period March 1, 2015 through June 30, 2018 only*, as set forth in this Side Letter below. Effective close of business June 30, 2018, the parties agree that the enhanced District contributions to benefits described in this Side Letter shall revert to the District contribution levels and provisions set forth in the current MOU. This Side Letter shall not become effective unless and until signed by the parties indicated below, and approved by the District's Board of Directors.

13.1 Medical

Effective following Board approval of this MOU, the District's monthly medical contribution will be set at the PERS minimum contribution level (currently \$122/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 following and the PERS minimum health contribution:

Employee only	\$575.44
Employee +1	\$1,150.85
Employee +2 or more	\$1,496.11

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 PERS 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 consequences of any benefit provided under this MOU.

13.2 Dental Program: The District's maximum obligation toward dental premiums for employees shall be the following:

Employee only	\$51.20/month
Employee +1	\$90.12/month
Employee +2 or more	\$136.35/month

The District's maximum obligation toward dental premiums for retirees shall be the following:

Employee only	\$46.68/month
Employee +1	\$81.00/month
Employee +2 or more	\$116.98/month

ATTACHMENT C

13.5 Retiree Medical Coverage

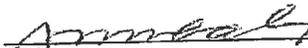
13.5.1 Employees hired prior to April 15, 2014 will receive retiree medical insurance contributions from the District when retiring with CCCERA in an amount equal to the PERS minimum medical insurance contribution level (currently \$122/month and as subsequently adjusted by PERS and/or statute), plus an additional amount for a total District contribution obligation of:

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

13.5.2 Employees hired on or after April 16, 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 by PERS and/or applicable statute.

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

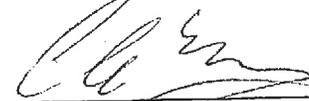
For Moraga-Orinda Fire District



Stephen Healy
Fire Chief

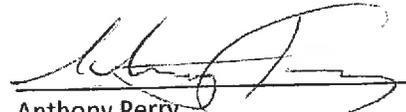
Dated: 1-30-15

For Local 1230



Chris Leimpeter
Vice President

Dated: 1/30/15



Anthony Perry
Representative

Dated: 1-30-15



Moraga-Orinda Fire District

Side Letter of Agreement Between Moraga-Orinda Fire District and United Professional Firefighters of Contra Costa County IAFF Local 1230, AFL-CIO

The Moraga-Orinda Fire District (District) and Local 1230 agree to amend Sections 13.1, 13.2 and 13.5 of their January 1, 2011 to June 30, 2018 MOU (the current MOU), *effective for the period January 1, 2017 through June 30, 2018 only*, as set forth in this Side Letter below. Effective January 1, 2017, this Side Letter supersedes the Side Letter of Agreement approved by the District Board of Directors on February 4, 2015, which previously amended the District's health contributions to active employees for a limited/stated duration, which February 4, 2015 Side Letter shall be void effective January 1, 2017. Effective close of business June 30, 2018, the parties agree that the enhanced District contributions to benefits described in this Side Letter shall revert to the District contribution levels and provisions set forth in the 2011-2018 MOU. This Side Letter shall not become effective unless and until signed by the parties indicated below, and approved by the District's Board of Directors.

13.1 Medical

Effective following Board approval of this MOU, the District's monthly medical contribution will be set at the PERS minimum contribution level (currently \$128/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 following and the PERS minimum health contribution:

Employee only	\$684
Employee +1	\$1,368
Employee +2 or more	\$1,778

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 PERS 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 consequences of any benefit provided under this MOU.

13.2 Dental Program: The District's maximum obligation toward dental premiums for employees shall be the following:

Employee only	\$51.20/month
---------------	---------------

ATTACHMENT C

Employee +1	\$90.12/month
Employee +2 or more	\$136.35/month

The District's maximum obligation toward dental premiums for retirees shall be the following:

Employee only	\$46.68/month
Employee +1	\$81.00/month
Employee +2 or more	\$116.98/month

13.5 Retiree Medical Coverage

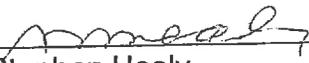
13.5.1 Employees hired prior to April 15, 2014 will receive retiree medical insurance contributions from the District when retiring with CCCERA in an amount equal to the PERS minimum medical insurance contribution level (currently \$128/month and as subsequently adjusted by PERS and/or statute), plus an additional amount for a total District contribution obligation of:

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

13.5.2 Employees hired on or after April 16, 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 by PERS and/or applicable statute.

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

For Moraga-Orinda Fire District



 Stephen Healy
 Fire Chief
 Dated: 8-18-16

For Local 1230



 Vince Wells
 President
 Dated: 8/23/16



 Mark DeWeese
 Representative
 Dated: 8/23/16



Moraga-Orinda Fire District

TO: Board of Directors

FROM: David Winnacker, Fire Chief
Gloriann Sasser, Administrative Services Director

DATE: February 20, 2019

SUBJECT: Item 9.4 - Mid-Year Budget Review FY2019 and Approval of General Fund Revenue Budget Increase Adjustment of \$681,856

Background

Staff has conducted a mid-year budget review of the District's Fiscal Year 2019 Budget. The review allows us to take a broad look at the District's financial picture at the mid-point of the fiscal year. The review included a detailed examination of revenue and expenditures. Current financial reports are attached for your information. The financial reports contain updated revenue and expenditure projections for the current fiscal year.

The development of the 2019 Annual Operating Budget was based on continued commitment to providing high levels of emergency and public services, while at the same time paying down long-term liabilities and maintaining prudent levels of reserve funds. The budget also fulfills the District's commitment to employees to prefund retiree health benefits and includes additional money set-aside in the District's pension rate stabilization trust.

The original budget adopted in June 2018 was a balanced budget that projected a General Fund surplus of \$171K, a Debt Service Fund surplus of \$241K and a Capital Projects Fund deficit of \$236K. In October 2018 a new MOU with I.A.F.F. Local 1230 was approved which included a 5% salary increase. The original budget did not include appropriations for the salary increase. As a result, in November 2018 the board approved a General Fund budget adjustment to increase expenditure appropriations \$754,206. This resulted in a General Fund budgeted deficit of \$583K.

Based on updated revenue and expenditure projections, the Mid-Year Budget Review now projects increased revenue and a General Fund surplus of \$99K.

Overview of the Mid-Year Budget Review

The updated revenue projections are generally consistent with the original amounts projected in the Budget. Property tax revenue, the District's most important revenue source, is projected to meet budget. The notable revenue exceptions are ambulance fees and strike team revenue, which are discussed in detail below.

The updated salaries and benefits expenditure projections are forecast to meet the amounts projected in the Budget. Operating expenses are forecast to meet the original amounts projected in the Budget. These items are discussed in detail below.

Staff has proposed one mid-year budget adjustment to reflect increased General Fund revenue. The proposed adjustment is discussed in detail below.

Present Situation - General Fund Revenue

Total General Fund revenue is projected to exceed budget \$682K or 2.8%. The District budgeted property tax revenue of \$20.9M and the current year projection meets the budget. Total property tax revenue is projected to increase 5.1% over FY2018. The increase is primarily the result of increased sale prices of single family homes in the District. The median sale price of a single family home in the District in 2018 increased 3.3% to \$1,350,000. This is the lowest year over year increase since just before the recession in 2008. The current year projection for property tax revenue in the General Fund is \$1.0M or 5.1% more than the amount received in the prior year (\$19.8M).

Ambulance service revenue, the next most important source of revenue, is expected to exceed budget by \$440K. The number of billable medical incidents increased 15% July - December 2018 compared to the same period in 2017 (937 v. 810.) In addition, effective July 1, 2018 the District modified its emergency medical services cost recovery fee structure. The District changed to a single base fee of \$2,500 for all transports consistent with the rates and practices of other transport providers in the area. This is resulting in increased ambulance service revenue.

Strike team cost recovery is projected to exceed budget by \$192K because the District participated in more strike teams than planned due to the significant 2018 wildfire activity.

Present Situation – General Fund Expenditures

Total District General Fund expenditures for fiscal year 2019 are projected to meet budget. No General Fund expenditure budget adjustments are necessary. Notable General Fund expenditures are discussed as follows:

- Permanent salaries are projected less than budget \$518K due to position vacancies
- Overtime is projected to exceed budget by \$1M due to position vacancies and lost time due to workers' compensation injuries.
- Retirement contributions are projected less than budget \$437K due to position vacancies
- The budget includes the annual OPEB trust pre-funding contribution of \$440K for retiree health benefits. A separate agenda item is included for the Board to authorize this contribution.
- The budget includes a pension rate stabilization trust contribution of \$1.1M. A separate agenda item is included for the Board to authorize this contribution.
- Operating expenses are projected to exceed budget \$37K

The General Fund is projected to end the year with a surplus of \$99K.

Present Situation – Other Post Employment Benefits – Retiree Healthcare Plan

In 2015 the District established an OPEB trust account and began funding retiree health benefits. There are several advantages to funding OPEB including:

- Earnings on assets reduce employer costs
- Continued reduction of the District's net OPEB obligation

- Pre-funding OPEB is considered a best practice by the Government Finance Officers' Association.

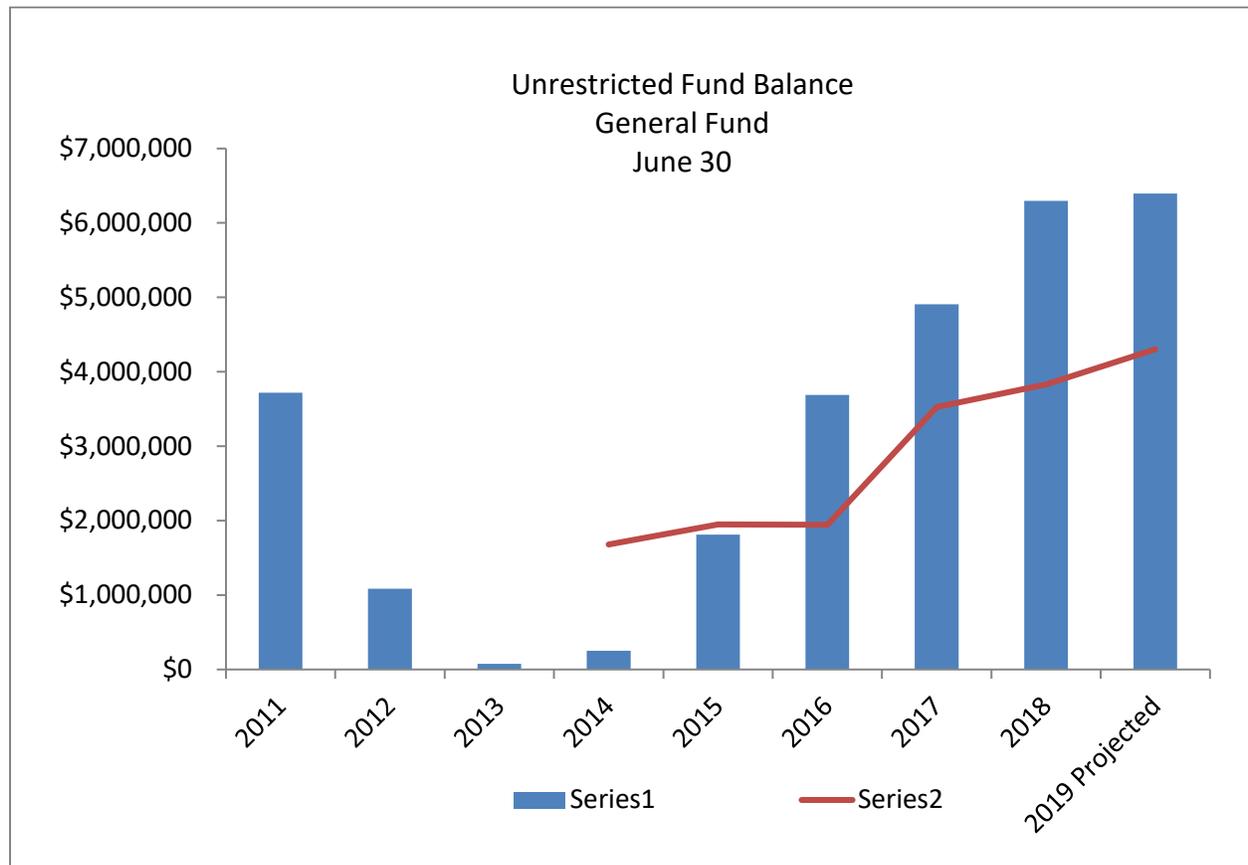
As of December 31, 2018, the balance in the District's OPEB trust account was \$821K and the 1-year investment return was -6.86%. The current year contribution budgeted at \$440K has not been made and is included as a separate agenda item.

Present Situation – Pension Rate Stabilization Program

In 2017 the District established a pension rate stabilization program trust account. The purpose of the account is to set aside money to prefund pension costs. As of December 31, 2018, the balance in the District's pension trust account was \$652K and the 1-year investment return was -6.91%. The current year contribution budgeted at \$1.1M has not been made and is included as a separate agenda item.

Fund Balance Policy

The District's fund balance policy states the District will maintain a minimum fund balance of unrestricted fund balance in the General Fund of at least 17% of budgeted General Fund revenue at fiscal year-end and the District has a goal of 50%. It is projected the General Fund balance at June 30, 2019 will be 25% of budgeted General Fund revenue, which exceeds the minimum but is less than goal.



Present Situation - Capital Projects Fund Revenue and Expenditures

The Capital Projects Fund has a projected deficit of \$3.9M. The deficit was planned due to the construction of Station 43. The Station 43 project is on schedule and within budget. Completion of Station 43 is projected in April 2019.

The Capital Projects Fund expenditures are projected to be within budget. No revenue or expenditure budget adjustments are necessary.

Present Situation - Debt Service Fund Revenue and Expenditures

The Debt Service Fund Budget projected a surplus of \$241K. Actual results are trending appropriately. No budget adjustments are necessary.

Budget Preparation Fiscal Year 2020 Budget

Looking ahead to the upcoming 2020 budget preparation process, employees will receive salary increases on July 1, 2019 as follows:

- Local 1230 – 5%
- Moraga-Orinda Fire Chief Officers Association – 3% (pending Board approval)
- Local 2700 – 3% (pending Board approval)

CCCERA rates for 2020 were set by the retirement board in August 2018. The actual rates set by CCCERA are 0.42% lower than last years' rates (70.94% v. 71.36%.)

Mid-Year Budget Adjustment

One budget adjustment is recommended:

Mid-Year General Fund Revenue Budget increase request totals \$681,856 as follows:

Investment earnings	\$37,000
Intergovernmental revenue	23,238
Charges for service	(14,900)
Ambulance revenue	439,632
Other revenue	196,886
Total	<u>\$681,856</u>

Recommended Action

Staff recommends the Board approve an increase in the General Fund revenue budget in the amount of \$681,856.

Attachments

Attachment A – Statement of Revenues and Expenditures

ATTACHMENT A

Moraga-Orinda Fire District
General Fund
Statement of Revenues and Expenditures
July 1, 2018 through December 31, 2018

	<u>Current</u> <u>Period Actual</u>	<u>Budget</u>	<u>Projected</u> <u>Actual FY</u> <u>2019</u>	<u>Projected</u> <u>Variance</u>
Revenue				
Taxes				
Property Tax-Current Secured	\$19,701,838	\$19,861,594	\$19,701,838	(\$159,756)
Property Tax-Supplemental	127,826	300,000	357,249	57,249
Property Tax-Unitary	238,262	200,000	238,262	38,262
Property Tax-Curr Unsecured	611,108	600,000	630,000	30,000
Prop Tax- Prior Secured	(29,637)	(55,000)	(40,000)	15,000
Prop Tax-Prior Supplement	(1,008)	(35,000)	(15,000)	20,000
Prop Tax Prior Unsecured	9,453	(10,000)	(10,000)	0
Fire Flow Tax	<u>1,084,245</u>	<u>1,085,000</u>	<u>1,084,245</u>	<u>(755)</u>
Total Taxes	<u>21,742,088</u>	<u>21,946,594</u>	<u>21,946,594</u>	<u>(0)</u>
Investment Earnings	<u>19,670</u>	<u>3,000</u>	<u>40,000</u>	<u>37,000</u>
Intergovernmental Revenue				
Homeowners Relief Tax	0	154,000	154,000	0
Federal Grants - SAFER	173,463	480,000	512,000	32,000
CA FF JAC Training Funds	0	15,000	6,200	(8,800)
Other/In Lieu of Taxes	940	902	940	38
Measure H-Emerg Med Ser Subsid	<u>0</u>	<u>85,513</u>	<u>85,513</u>	<u>0</u>
Total Intergovernmental Revenue	<u>174,403</u>	<u>735,415</u>	<u>758,653</u>	<u>23,238</u>
Charges for Service				
Permits	354	2,000	2,000	0
Plan Review	147,438	250,000	250,000	0
Inspection Fees	22,898	35,000	23,000	(12,000)
Weed Abatement Charges	2,918	25,000	19,100	(5,900)
CPR/First Aid Classes	893	2,000	1,000	(1,000)
Reports/ Photocopies	192	350	350	0
Other Charges for Service	<u>8,581</u>	<u>6,000</u>	<u>10,000</u>	<u>4,000</u>
Total Charges for Service	<u>183,274</u>	<u>320,350</u>	<u>305,450</u>	<u>(14,900)</u>
Charges for Service-Ambulance				
Ambulance Service Fees	1,036,499	1,133,000	2,121,540	988,540
Ambulance Write Offs	(76,105)	(116,000)	(673,000)	(557,000)
Ambulance Collection Recovery	65	2,000	1,550	(450)
Ground Emergency Medical	<u>48,542</u>	<u>40,000</u>	<u>48,542</u>	<u>8,542</u>
Total Ambulance	<u>1,009,002</u>	<u>1,059,000</u>	<u>1,498,632</u>	<u>439,632</u>
Other Revenue				
Strike Team Recovery	679,711	530,000	722,458	192,458
Other Revenue & Financing Sources	14,451	33,000	32,451	(549)
Other Revenue-Misc.	5,435	1,000	5,435	4,435
Misc Rebates & Refunds	896	1,000	1,000	0
Sale of Surplus Property	106	1,000	1,000	0
Transfers In	<u>542</u>	<u>0</u>	<u>542</u>	<u>542</u>
Total Other Revenue	<u>701,141</u>	<u>566,000</u>	<u>762,886</u>	<u>196,886</u>
Total Revenue	<u>23,829,578</u>	<u>24,630,359</u>	<u>25,312,215</u>	<u>681,856</u>

ATTACHMENT A

Moraga-Orinda Fire District
General Fund
Statement of Revenues and Expenditures
July 1, 2018 through December 31, 2018

	<u>Current</u>		<u>Projected</u>	
	<u>Period Actual</u>	<u>Budget</u>	<u>Actual FY</u>	<u>Projected</u>
			<u>2019</u>	<u>Variance</u>
Expenditures				
Salaries & Benefits				
Permanent Salaries	4,346,330	9,393,200	8,875,000	(518,200)
Temporary Salaries	92,308	254,531	254,531	0
Overtime	1,184,942	1,528,928	2,550,000	1,021,072
Deferred Compensation	11,600	22,100	22,400	300
Overtime - Strike Team	469,948	550,020	550,020	0
Worker's Compensation	(112,761)	(122,000)	(136,000)	(14,000)
Payroll Taxes -FICA,SUI	92,596	193,441	190,000	(3,441)
Payroll Processing Fees	7,831	20,000	20,000	0
Retirement Contributions	2,253,610	5,237,068	4,800,000	(437,068)
Life/Health Insurance-	519,603	1,265,628	1,120,000	(145,628)
Employee's-Health Insurance	(61,089)	(135,058)	(106,000)	29,058
Retiree Health Insurance	617,231	1,200,000	1,234,000	34,000
Retiree-Health Insurance	(164,040)	(325,000)	(324,000)	1,000
Unemployment Insurance	611	18,000	18,000	0
Retiree-Health OPEB	0	439,771	439,771	0
Vision Insurance	7,538	19,908	16,000	(3,908)
Pension Rate Stabilization	0	1,100,000	1,100,000	0
Workers' Compensation	439,388	878,775	878,775	0
Total Salaries & Benefits	<u>9,705,645</u>	<u>21,539,312</u>	<u>21,502,497</u>	<u>(36,815)</u>
Operating Expense				
Office Supplies	3,256	11,725	11,725	0
Postage	2,656	5,000	5,000	0
Books & Periodicals	1,202	7,650	7,650	0
Printer Ink Cartridges	414	3,000	3,000	0
Telephone/Communication	19,002	50,000	50,000	0
Dispatch/Comm Center Services	0	188,700	188,700	0
Utilities- Sewer	3,650	5,400	5,400	0
Utilities-Garbage	6,826	12,845	12,845	0
Utilities-PG&E	27,744	65,690	65,690	0
Utilities-Water	7,093	13,860	13,860	0
Utilities-Medical Waste	1,417	3,300	3,300	0
Small Tools & Instruments	3,663	7,000	7,000	0
Minor Equipment/Furniture	442	1,500	1,500	0
Computer Equipment & Supplies	0	3,000	3,000	0
Gas Power Chain Saw/Other	1,720	6,800	6,800	0
Fire Trail Grading	3,428	20,000	20,000	0
Fire Fighting Equipment &	1,530	3,400	3,400	0
Fire Fighting Equipment-Hoses &	7,376	11,000	11,000	0
Fire Fighting Equipment-Class A	1,324	2,000	2,000	0
Medical & Lab Supplies	49,665	90,000	90,000	0
Food Supplies	982	4,000	4,000	0

ATTACHMENT A

Moraga-Orinda Fire District
General Fund
Statement of Revenues and Expenditures
July 1, 2018 through December 31, 2018

	Current		Projected	
	Period Actual	Budget	Actual FY	Projected
	2018	2018	2019	Variance
Safety Clothing & Personal	38,073	150,300	150,300	0
Non-Safety Clothing & Personal	600	1,500	1,500	0
Household Expense	3,963	17,000	17,000	0
Household Expense-Linen	2,620	6,880	6,880	0
Public & Legal Notices	640	11,000	11,000	0
Dues, Memberships &	735	9,695	9,695	0
EMT/Paramedic Licensure Fees	1,400	6,500	6,500	0
Rent & Leases (Equipment)	13,622	35,400	35,400	0
Computer Software &	59,685	85,750	85,750	0
Website Development &	1,696	1,800	1,800	0
EPA ID# Verification Fee	150	150	150	0
CCC HazMat Plan (CUPA)	2,575	3,000	3,000	0
BAAQMD & Environmental	589	900	900	0
Air Monitor Maintenance &	0	1,300	1,300	0
Maintenance -- Equipment	13,246	52,500	52,500	0
Central Garage Repairs	37,735	200,000	200,000	0
Central Garage Gasoline & Oil	40,063	65,000	65,000	0
Central Garage Tires	4,991	7,500	7,500	0
Service/Repair Fuel System	1,860	3,500	3,500	0
Aerial Ladder & Pump Testing	0	1,000	1,000	0
Smog Inspections	0	500	500	0
Air Compressor Quarterly	1,110	1,500	1,500	0
Hydro Test SCBA & Oxy Cylinder	0	2,500	2,500	0
Tank Testing	0	1,000	1,000	0
Maintenance -- Building	34,166	52,000	52,000	0
Maintenance -- Grounds	481	6,400	6,400	0
Meetings & Travel Expenses	(258)	1,375	1,375	0
Medical - Pre-Emp Processing	2,579	30,000	30,000	0
Ambulance Billing	29,916	62,000	62,000	0
Outside Attorney Fees	51,471	150,000	150,000	0
Outside CPR Instructors	1,610	3,000	3,000	0
CCC County Tax Administration	0	190,000	190,000	0
Professional Services	22,405	40,000	40,000	0
Prof - Labor Negotiator	74,011	50,000	100,000	50,000
Prof Services - Technology	96,830	248,312	238,535	(9,777)
Prof Services - Pre-Employment	8,690	15,000	15,000	0
Prof Services - Promotional	1,246	21,000	6,000	(15,000)
Prof Services-OPEB Actuarial	4,066	4,000	4,741	741
Exterior Hazard Removal	14,689	25,000	25,000	0
Professional Services-Prop Tax	1,575	12,600	12,600	0
Professional Services	12,940	14,000	14,000	0
Burn Trailer Grant Maintenance	0	3,500	3,500	0
Testing Materials & Training	7,252	12,000	12,000	0

ATTACHMENT A

Moraga-Orinda Fire District
General Fund
Statement of Revenues and Expenditures
July 1, 2018 through December 31, 2018

	Current		Projected	
	Period Actual	Budget	Actual FY	Projected
			2019	Variance
Career Development Classes	3,174	15,000	15,000	0
Target Safety Online Training	2,720	6,500	6,500	0
Training & Education Classes-	5,049	5,000	15,000	10,000
District Sponsored Training-	1,910	35,000	25,000	(10,000)
Election Expense	0	22,000	14,730	(7,270)
Recruiting Costs	6,667	75,000	75,000	0
Strike Team Supplies	12,963	4,500	15,000	10,500
Community Emergency	(257)	6,500	6,500	0
Exercise Supplies/Maint.	661	5,000	5,000	0
Recognition Supplies	534	5,000	5,000	0
Other Special Departmental Exp	36,689	65,350	65,350	0
Public Education Supplies	2,489	3,000	3,000	0
CPR Supplies	1,275	3,000	3,000	0
LAFCO	11,624	12,000	12,000	0
Emergency Preparedness	7,302	22,500	22,500	0
Misc. Services & Supplies	11,507	30,000	30,000	0
Fire Chief Contingency	5,909	100,000	100,000	0
Property & Liability Insurance	55,621	48,000	55,621	7,621
Total Operating Expense	898,247	2,585,582	2,622,397	36,815
Bank Fees	2,561	3,300	3,300	0
Interest on County Teeter	0	50	50	0
County Tax Collection Fees	255	300	300	0
Transfers to Debt Service Fund	507,028	1,085,000	1,085,000	0
Total Other Expense	509,844	1,088,650	1,088,650	0
Total Expenditures	11,113,737	25,213,544	25,213,544	0
 Excess of Revenues Over Exp	 <u><u>\$12,715,842</u></u>	 <u><u>(\$583,185)</u></u>	 98,671	 <u><u>\$681,856</u></u>
 Fund Balance Unassigned July 1, 2018			 <u>6,297,533</u>	
 Fund Balance Unassigned Projected June 30, 2019			 <u><u>\$6,396,204</u></u>	

ATTACHMENT A

**Moraga-Orinda Fire District
Capital Projects Fund
Statement of Revenues and Expenditures
July 1, 2018 through December 31, 2018**

	<u>Current Period Actual</u>	<u>Budget</u>	<u>Projected Actual FY 2019</u>	<u>Projected Variance</u>
Revenue				
Investment Earnings	\$34,382	\$10,000	\$40,000	\$30,000
Impact Mitigation Fees	35,200	40,000	40,000	0
Other Revenue - Misc.	38,286		38,286	38,286
Sale of Surplus Property	<u>35,200</u>	<u>100,000</u>	<u>100,000</u>	<u>0</u>
Total Revenue	<u>143,068</u>	<u>150,000</u>	<u>218,286</u>	<u>68,286</u>
Expenditures				
Bank Fees	76	100	100	0
Fire Flow Tax Collection Fees	11,435	14,000	14,000	0
Capital Contingency	0	150,000	150,000	0
Apparatus/Vehicles-Fixed	0	160,000	160,000	0
Buildings-Station #43-Fixed	1,815,249	3,723,394	3,723,394	0
FEMA (AFG) Grants-Fixed	0	50,000	50,000	0
Misc. Equipment Expense	<u>14,238</u>	<u>84,650</u>	<u>84,650</u>	<u>0</u>
Total Expenditures	<u>1,840,998</u>	<u>4,182,144</u>	<u>4,182,144</u>	<u>0</u>
Transfers In	<u>0</u>	<u>73,186</u>	<u>73,186</u>	<u>0</u>
Expenditures Over Revenue	(1,697,930)	(3,958,958)	(3,890,672)	68,286
Fund Balance July 1, 2018			<u>8,348,371</u>	
Fund Balance Projected June 30, 2019			<u><u>\$4,457,699</u></u>	

ATTACHMENT A

**Moraga-Orinda Fire District
Debt Service Fund
Statement of Revenues and Expenditures
July 1, 2018 through December 31, 2018**

	<u>Current Period Actual</u>	<u>Budget</u>	<u>Projected Actual FY 2019</u>	<u>Projected Variance</u>
Revenue				
Property Tax-Current Secured	\$3,543,473	\$3,543,473	\$3,543,473	\$0
Investment Earnings	28	5,000	1,000	(4,000)
Total Revenue	<u>3,543,501</u>	<u>3,548,473</u>	<u>3,544,473</u>	<u>(4,000)</u>
Expenditures				
Pension Oblig Bond Principal	2,640,000	2,640,000	2,640,000	0
Pension Oblig Bond Interest	368,141	667,377	667,377	0
Apparatus Lease Principal	321,751	646,542	646,542	0
Apparatus Lease Interest	23,483	43,927	43,927	0
Lease Station 43 Principal	123,000	245,000	245,000	0
Lease Station 43 Interest	38,795	76,345	76,345	0
Total Expenditures	<u>3,515,169</u>	<u>4,319,191</u>	<u>4,319,191</u>	<u>0</u>
Transfers In	507,028	1,011,814	1,011,814	0
Transfers Out	(542)		(542)	(542)
Total Operating Transfers	<u>506,486</u>	<u>1,011,814</u>	<u>1,011,272</u>	<u>(542)</u>
Excess of Revenues Over Exp	534,819	241,096	236,554	(4,542)
Fund Balance July 1, 2018			<u>3,008,656</u>	
Fund Balance Projected June 30, 2018			<u><u>\$3,245,210</u></u>	



Moraga-Orinda Fire District

TO: Board of Directors

FROM: David Winnacker, Fire Chief
Gloriann Sasser, Administrative Services Director

DATE: February 20, 2019

SUBJECT: Item 9.5 – Determine the Amount of the OPEB Trust Contribution and the Amount of the Pension Rate Stabilization Trust Contribution for Fiscal Year 2019 and Authorize the Transfer of District Funds to Complete the Trust Contributions

Background

The District participates in the Public Agency Retirement Services (PARS) Post-Employment Benefits Trust. The District's PARS trust account includes money set-aside for other post - employment benefits (OPEB) retiree medical benefits and money set-aside for the pension rate stabilization program to prefund pension costs. The District makes annual contributions to both accounts. The Board has the authority to decide the amount of any contributions.

OPEB Trust Contribution

The fiscal year 2019 Budget includes \$439,771 for the OPEB contribution. The June 30, 2018 OPEB actuarial valuation report (most recent) calculated a trust contribution of \$407,733. Staff requests Board direction regarding the amount of the OPEB trust contribution.

Pension Rate Stabilization Program Trust Contribution

The fiscal year 2019 Budget includes \$1,100,000 for the pension rate stabilization program trust contribution. Staff requests Board direction regarding the amount of the pension rate stabilization program trust contribution.

Authorize Transfer of District Fund to Complete the Trust Contributions

Once the Board has determined the amount of the OPEB and pension trust contributions, staff requests the Board authorize the transfer of District funds to complete the trust contributions.

Recommended Action

Staff recommends the Board determine the amount of the OPEB trust contribution and the amount of the pension rate stabilization trust contribution for fiscal year 2019 and authorize the transfer of District funds to complete the trust contributions.



Moraga-Orinda Fire District

TO: Board of Directors

FROM: David Winnacker, Fire Chief
Gloriann Sasser, Administrative Services Director

DATE: February 20, 2019

SUBJECT: Item 9.6 – Review of the Budget Development Policy and Approval of the Annual Operating Budget Timeline Fiscal Year 2020

Background

The District has a Budget Development Policy (Policy) approved by the Board on January 17, 2018 (Attachment A). The purpose of the Policy is to provide a process for developing the Annual Operating Budget (Budget). A Budget Timeline (Attachment B) has been drafted based on the Policy.

Per the Policy, the Proposed Budget shall be submitted to the Board in May at a public Budget Workshop. The Proposed Budget shall then be revised based on Board direction at the Budget Workshop and then submitted to the Board in May at the regular Board meeting. Per the Policy, the Proposed Budget is not submitted to the Finance Committee.

Staff requests Board direction regarding the Policy and whether the Board wants to continue the same budget process or change the Policy to reflect a different process. If the Board would like to continue to have a Budget Workshop in May 2019, the Board should decide on a date to hold the Budget Workshop.

Recommended Action

Staff recommends the Board provide direction regarding the Budget Development Policy and approve the Annual Operating Budget Timeline Fiscal Year 2020.

Attachments

Attachment A – Budget Development Policy
Attachment B - Annual Operating Budget Timeline Fiscal Year 2020



Moraga-Orinda Fire District

Budget Development Policy

Purpose:

The Health and Safety Code mandates that California special districts adopt a budget each year. Funds appropriated are authorized to be expended as necessary and proper for special district purposes. The Budget Development Policy provides a process for developing the Moraga Orinda Fire Protection District (District) Annual Operating Budget (Budget).

Policy:

The District shall adopt a final Budget by October 1 of each fiscal year.

This policy establishes the procedures concerning Budget development.

The coordinators of the Budget are the Fire Chief, Administrative Services Director or designee(s), with direct support from each division in the District.

A. Mid-Year Budget Review - February

Budget development begins with a mid-year Budget review in February or during a month selected by the Fire Chief. The mid-year review is a detailed analysis of District revenue and expenditure line items for the current fiscal year. The District fiscal year is from July 1 through June 30 of the next calendar year. The mid-year review shall be published and distributed to the Board, staff and general public for consideration during the month of February or during a month selected by the Fire Chief. The mid-year financial analysis provides the starting point for next fiscal year's Budget.

B. Preliminary Budget Development – February & March

Administrators receive a written Budget Packet and a written Budget Timeline in February that provides detailed instructions and deadlines for the Budget process. Administrators shall meet with the Fire Chief or designated representative and submit the following to the Finance Division for the next fiscal year: 1) goals and objectives, 2) preliminary Budget requests, 3) personnel requests and 4) capital equipment requests. During this time, revenue sources are projected by Administrative Services staff.

ATTACHMENT A

A draft Budget shall be compiled for review by the Fire Chief, Administrative Services Director or designated representative(s). Individual meetings with each division are held with the Fire Chief or designated representative as deemed necessary by the Fire Chief. Programs, projects and staffing are reviewed in these sessions and approval is dependent on available funding and Fire Chief recommendation.

C. Proposed Budget – April & May

Recommendations and revisions from division review sessions shall be incorporated into the Proposed Budget. The Proposed Budget shall be submitted to the Board in May at a Budget Workshop for detailed review, public comment and Board direction in a public meeting. Public requests and concerns shall be considered during this time.

The Proposed Budget shall be revised based on Board direction at the Budget Workshop. The revised Proposed Budget shall be submitted to the Board in May at a Board meeting for additional detailed review, public comment and Board direction in a public meeting. Public requests and concerns shall be considered during this time.

The Proposed Budget will not be submitted to the Finance Committee.

D. Adopted Budget – June

After deliberation and final changes, the Budget shall be adopted by the Board of Directors. Preferably the Budget shall be adopted in June, prior to the beginning of the next fiscal year. In the event of unusual circumstances, the Budget may be adopted after the beginning of the fiscal year. Regardless, in accordance with Health and Safety Code Section 13895, the final Budget shall be adopted by October 1 of each fiscal year.



Moraga-Orinda Fire District

Annual Operating Budget Timeline Fiscal Year 2020

February

- 2/5/19 Fire Chief assigns Goals and Objectives to managers
- 2/20/19 Board adopts mid-year budget adjustments
- 2/26/19 Goals and Objectives due to Fire Chief
- 2/27/19 Management Budget Meeting – Operating, Capital and Personnel budget worksheets distributed
- All Month Budget parameters determined

March

- 3/20/19 Operating, Capital and Personnel budget worksheets due to Finance

April

- 4/10/19 Draft Budget to Fire Chief
- 4/15-19/19 Fire Chief meets with managers regarding budget requests

May

- Date needed** Public Board Budget Workshop
- 5/15/19 Proposed Budget presented to Board

June

- 6/19/19 Board adopts Annual Operating Budget



Moraga-Orinda Fire District

TO: Board of Directors
FROM: David Winnacker, Fire Chief
DATE: February 20, 2019
SUBJECT: Item 9.7 - MOFD Wildfire Prevention Strategic Plan

Introduction

Large portions of MOFD's jurisdiction lie within recognized High and Very High Wildfire Hazard Severity Zones. As a result of topography, infrastructure, weather patterns, and the systematic exclusion of fire from this area for over 100 years, there is no simple solution to the problem of reducing the risk of catastrophic wildfire. Recognizing this fact, MOFD is committed to a sustained, multidisciplinary effort organized along seven lines of effort over the next five years. This effort will require engagement by all elements of MOFD and key partner agencies as well as the community as a whole. This effort is designed to be perpetual as all work completed will require maintenance to sustain in out years.

Lines of Effort

1. External fuels mitigation projects
2. Internal fuels mitigation projects
3. Wildfire preplanning
4. Evacuation planning
5. Building code updates
6. Community outreach and education
7. Early detection and notification systems

Line of Effort #1: External Fuels Mitigation Projects (Fuels Mitigation Manager)

In partnership with EBMUD and EBRPD, MOFD will create a fuel break that largely encircles the district in order to reduce the risk of regional wildfire spreading into populated areas. This effort will build upon the existing fire and paved road network to expand the 8-30' roads to fuel breaks up to 100' in width. Initial work will be conducted with hand crews and mechanical maceration in fuel models 2 and 6, and with prescribed fire in fuel models 1 and 3. Sustainment will be via the use of prescribed fire on a 3-5 year cycle in fuel model 2 and 6 and via the use of prescribed fire on an annual basis in fuel model 1 and 3. This use of prescribed fire aligns with the natural 3-5 year fire cycle that existed in this area prior to development and the implementation of modern fire suppression techniques.

MOFD will continue to aggressively pursue state and federal grant opportunities to fund this work and will partner with HOAs and large private landowners on the periphery of the district's

residential areas to ensure fuels work is coordinated and mutually supporting. Coordination with PG&E, County Roads, and CalTrans will ensure regional agencies are meeting their internal requirements and schedules within the district's boundaries.

Line of Effort #2: Internal Fuels Mitigation Projects (Fuels Mitigation Manager)

Recognizing that the perimeter fuel break will slow a ground fire but will not be effective against three dimensional fire spread propagated via ember cast, MOFD is committed to working with all parcel owners in the district to conduct fuels mitigation efforts to reduce the probability of spot fires by eliminating receptive fuel beds throughout the district and to increase the survivability profile of structures by complying with defensible space requirements. MOFD Ordinance 16-02 identifies the requirements for all parcels, but is poorly understood and enforcement efforts have been inconsistent. As a result, a significant investment in education and outreach is required to inform all parcel owners of their obligations. MOFD will fundamentally rethink the notification and outreach methods used to inform parcel owners of their fuel reduction requirements. Prioritized outreach, education, and enforcement will be conducted on the periphery and major evacuation routes. A second priority will be the mitigation of large undeveloped parcels inside the city and town limits. Efforts will be made to enroll neighborhoods in the FireWise program in order to sustain and document work completed. This LOE has significant overlaps with LOE #6.

Line of Effort #3: Wildfire Preplanning (Operations and Training Chiefs)

Given MOFD's small size and the potential for a large scale event that exceeds the capacity of on-duty resources, the district must be prepared to request and employ large numbers of mutual aid suppression resources during the first operational period. In order to meet the command and control requirements, MOFD will recruit, train, qualify, and maintain interested members to become CICCIS recognized Division Supervisors. These members will gain valuable experience through OCMA deployments that will build the requisite skills to rapidly employ mutual aid resources for a future fire in the MOFD jurisdiction. The preplanning process will include the designation of identified and marked division boundaries, associated communications plan, water supply, suppression objectives, and evacuation considerations. Understanding that responding agencies will not be familiar with MOFD's operational area, this LOE will focus on the development of internal leaders who will exercise command and control of incoming units to make the most efficient use of these resources during the initial attack stages of large fire.

Line of Effort #4: Evacuation Planning (Emergency Preparedness Manager)

Building upon the work done in partnership with Moraga and Orinda PD, MOFD will continue to refine evacuation plans to include notification, time phased evacuation orders, surface street capacity, and the identification of Temporary Refuge Areas in both North Orinda and Moraga. These plans will be captured in automated tools that will make near real time recommendations in the event of an evacuation. These efforts will be integrated with LOE #7.

Line of Effort #5: Fire Code Updates (Fire Marshal)

In partnership with the city of Orinda, Town of Moraga, and Contra Costa County, the Fire Marshal will develop a model code update for the next code adoption cycle to address the new reality of wildfire threat. This code will include requirements for all new construction and major remodels/additions to comply with ember resistant building standards, under eave sprinklers for all construction that meets the district's current interior sprinkler requirements, and other measures that are currently being developed.

Line of Effort #6: Community Outreach and Education (All)

Recognizing the community's interest in addressing the wildfire threat and the tremendous capacity latent within our population, the district will invest heavily in outreach and education to inform the populace of both the overarching plan and their role in its implementation. New and creative methods will be employed in recognition of the diverse nature of the community and varieties of ways they receive and process information. The overarching intent of this LOE specific to LOE #2 is that no resident will be cited until the district can demonstrate that they were aware of the requirements and given adequate time to bring their parcel into compliance. Education will be the primary driver of internal fuels mitigation efforts. This LOE will provide the connecting file that informs residents of the outputs of LOE #'s 2 and 4 in order to improve outcomes through awareness.

Line of Effort #7: Early Detection and Notification Systems (Fire Chief)

In an effort to leverage available technologies to reduce delays in wildfire reporting, increase location certainty, and automate the processing of evacuation decisions, the district is currently developing a Wildfire Information Processor (WIP) that includes the following components:

1. Early wildfire detection
2. Autonomous wildfire confirmation
3. Near real time wildfire spread modeling
4. Evacuation Decision Support Tool
 - a. Time phased evacuation recommendations shared via a common operating picture
 - b. Dynamic surface street capacity modeling
 - c. Google/Apple maps integration
 - d. Traffic optimization via contraflow traffic systems and traffic control recommendations

Budget

Budget requirements are largely met by the current budget and pending or potential grants.

RECOMMENDATION

- 1) Information Only



Moraga-Orinda Fire District

TO: Board of Directors
FROM: David Winnacker, Fire Chief
DATE: February 20, 2019
SUBJECT: Item 9.8 - Evacuation Exercises Review

BACKGROUND

Due to topography and limited surface street capacity, emergency evacuations of large portions of the district will be a challenge. In order to execute a time sensitive evacuation, multiple agencies will be involved and detailed coordination will need to occur.

To prepare for an evacuation, in partnership with Moraga and Orinda Police Departments, MOFD has developed evacuation polygons that are shared between all agencies. These polygons allow an incident commander to communicate evacuation needs in a timely and accurate manner using a shared understanding of the relevant zones.

In order to develop these inter-agency relationships and test the system in a realistic environment, evacuation exercises were held in Moraga and North Orinda in December 2018 and January 2019. These exercises validated the use of contra-flow traffic systems and built inter-agency relationships.

MCC Evacuation Review

At 0700 on Saturday December 15th, a CWS alert was delivered via landline, wireless phones, text, and email notifying participants of the evacuation exercise. At the same time, Moraga Way was be closed to South Bound traffic and all lanes converted to Northbound only. Evacuees traveled from Saint Andrews to Glorietta using contra-flow traffic patterns and were led by MOFD E42. Upon arriving at Glorietta, Orinda PD compressed the two Northbound lanes into a single turn lane and participants returned to Moraga via Rheem Blvd.

The following agencies participated in the event:

LaMorinda CERT
Moraga PD and Public Works
Orinda PD and Public Works
Lafayette PD
MOFD
CHP
Contra Costa County Community Warning System
Contra Costa County GIS

Seventy four members of the CERT team participated as traffic monitors (41), evacuees (5), data collectors (6), division supervisors (6), and logistics and planning section staff (9). Through these efforts 71 homes with driveways to Moraga Way were notified via door hangers in advance of the exercise and 23 intersections were controlled during the evacuation.

In addition, the MOFD communications support team and LARRIG were instrumental in developing and operating multiple communications nets throughout the exercise.

North Orinda Evacuation Exercise

At 0650 on Saturday January 26th, MOFD fire detection sensors were exposed to live fire generating an alert message to key public safety officials. At 0653 MOFD communicated evacuation recommendations to Orinda PD. These generated an evacuation order to CWS at 0654 and starting at 0655, a CWS alert was sounded to participating residents in the North Orinda neighborhoods of Sleepy Hollow, Dalewood (Orinda Downs) and Upper Miner. At the same time, Miner Road was closed to eastbound traffic and all lanes converted to westbound only.

The road closure was lifted by 0800 and normal traffic patterns resumed.

The following agencies participated in the event:

LaMorinda CERT
Moraga PD
Orinda PD and Public Works
MOFD
CHP
Contra Costa County Community Warning System
Contra Costa County GIS
El Cerrito Fire Department
City of Lafayette
Contra Costa County Search and Rescue Team

Thirty members of the CERT team and MOFD Communications Support team supported the exercise with traffic control, logistics, and data collection. Approximately 40 members of the County Search and Rescue team simulated conducted door to door evacuation follow up using a custom Collector App to track evacuation status.

CWS Stats for the exercise:

151 people signed up for the exercise, of these 130 people registered with the CWS. These sign ups generated:

225 emails sent - 1 email with typo rejected
275 phone calls - 47 failed for some reason - including no answers, rejected phone number, etc.
- 83% success
225 text messages - 4 rejected or blocked

Due to the multiple methods used, everyone who registered got the alert via some channel (phone, text, email). These took roughly three minutes to send via phone, text and emails. Second attempts for failed phone calls went out at 7:03 (8 minutes)

Goals

1. Refine Fire-Police evacuation coordination
2. Refine Police-CWS evacuation notification
3. Speed CWS-Public communication
4. Validate North Orinda evacuation traffic assumptions
5. Validate contra-flow traffic patterns for Miner road
6. Validate Evacuation Decision Support Tool integration

Staff will continue to refine plans and coordination with surrounding agencies based on the lessons learned from these exercises.

RECOMMENDATION

- 1) Information Only