

RESOLUTION NO. 14-2023
MARCH 16, 2023

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
RATIFYING MEMORANDUM OF UNDERSTANDING BETWEEN
CAMBRIA COMMUNITY SERVICES DISTRICT AND
CAMBRIA FIREFIGHTERS/INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS (IAFF/LOCAL 4635)

WHEREAS, the Board of Directors of the Cambria Community Services District (CCSD) entered into labor negotiations with the International Association of Firefighters (IAFF/Local 4635); and

WHEREAS, an agreement was reached between the CCSD and IAFF/Local 4635.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cambria Community Services District that it does hereby ratify the Side Letter for the Memorandum of Understanding between Cambria Community Services District and Cambria Firefighters/International Association of Firefighters (IAFF/Local 4635), from 2/20/2020 through 2/20/2025, attached hereto as Exhibit "A" and incorporated herein by reference, and authorizes its execution by the General Manager.

PASSED AND ADOPTED THIS 16th day of March, 2023.

DocuSigned by:

Karen Dean

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Karen Dean, President
Board of Directors

ATTEST:

DocuSigned by:

Haley Dodson

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Haley Dodson
Administrative Analyst

APPROVED AS TO FORM:

DocuSigned by:

Timothy Carmel

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Timothy J. Carmel
District Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT

AND

*CAMBRIA FIREFIGHTERS /
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
IAFF LOCAL 4635*

MEMORANDUM OF UNDERSTANDING



February 20, 2020 – February 20, 2025

CCSD AND
CAMBRIA FIREFIGHTERS / IAFF LOCAL 4635
TABLE OF CONTENTS
MEMORANDUM OF UNDERSTANDING

<u>SECTION NUMBER</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1.	Designation of the Parties	1
2.	Recognition	1
3.	Composition of Units	1
4.	Representation	1
5.	Use of CCSD Facilities	1
6.	Union Dues	2
7.	CCSD (District) Rights	2
8.	Employee Rights	3
9.	Union Rights	3
10.	Non-Discrimination	3
11.	Personnel Files	4
12.	Reduction in Work Force	4
13.	Grievance Procedure	4
14.	Hours of Work and Work Schedule	5
15.	Overtime	5
16.	Compensatory Time	6
17.	Call Back	6
18.	Holidays	6
19.	Vacation	7
20.	Sick Leave	8
21.	Bereavement Leave	10
22.	Jury Duty	10
23.	Clothing and Boot Allowance	10
24.	Health Benefits	11
25.	Dental Insurance	12
26.	Life Insurance	12
27.	Domestic Partners	12
28.	Retirement	13
29.	State Disability Insurance	13
30.	Advancement in Salary	13
31.	Salary	14
32.	Salary and Benefit Conversion	14
33.	Working Out Of Class	14
34.	Acting Duty Chief	15
35.	Promotional Advances	15

36.	Policy Development.....	15
37.	Part-Time Employees.....	16
38.	Severability Clause	16
39.	Term of Memorandum of Understanding	16

CAMBRIA COMMUNITY SERVICES DISTRICT AND
CAMBRIA FIREFIGHTERS / IAFF LOCAL 4635
MEMORANDUM OF UNDERSTANDING
FOR THE PERIOD OF February 20, 2020 – February 20, 2025

1. DESIGNATION OF THE PARTIES

This Memorandum, of Understanding (MOU) is made by and between the Cambria Community Services District, a Special District, hereinafter called the CCSD, and the Cambria Firefighters / International Association of Firefighters IAFF Local 4635 hereinafter called the Union.

2. RECOGNITION

The District recognizes the Union as the majority representative of employees in the Fire Services Unit, as described in Section 3 of this MOU, for the purpose of meeting and conferring regarding wages, hours, and other terms and conditions of employment.

3. COMPOSITION OF UNIT

The current classifications in the Fire Service Unit are as follows:

- Fire Captain
- Fire Engineer
- Firefighter (Full-Time)

4. REPRESENTATION

- A. The CCSD and Union agree that Union officers and representatives shall be allowed to meet with CCSD representatives for the purpose of meeting and conferring in good faith. If such meetings occur, during work hours, reasonable numbers of participating employees will receive reasonable time off without loss of compensation when meeting and conferring with representatives of the CCSD.
- B. The Union agrees to provide the CCSD with a list of Union officers and representatives who are authorized to meet and confer on behalf of the Union and to conduct official Union business.
- C. The CCSD agrees that Union officers and representatives shall be given access to working locations during hours of work to conduct grievance investigations.
- D. The Union agrees that no overtime compensation shall be accrued by employees for hours spent meeting and conferring with the CCSD, or for the conduct of Union business.

5. USE OF CCSD FACILITIES

- A. The parties agree that the Union shall have the right to use CCSD bulletin board space allocated for Union material and notices at all work sites.

- B. Upon prior arrangement with the Fire Chief, the CCSD shall provide a meeting room in the Fire Station, if available, at no cost to the Union for the purpose of conducting Union meetings.

6. UNION DUES

- A. The Union is responsible for notifying the District when it adds or removes a dues paying member. The Union is also responsible for collecting and maintaining dues deductions authorization forms.
- B. The Union shall indemnify and hold harmless the CCSD, its officers, agents and employees from any and all claims, demands, costs (except as noted in section 6A, above), expenses, or liability arising out of this section, arising from the implementation of this section.

7. CCSD (DISTRICT) RIGHTS

- A. The CCSD retains, solely and exclusively, all rights and authority of management that have not been expressly abridged or limited by the various provisions of CCSD Code Chapter 2.04: "Employer-Employee Relations" and Chapter 2.08: "Personnel System", or of this MOU.
- B. The sole and exclusive rights and authority of the CCSD that are not abridged by this MOU shall include, but not be limited to, the following:
 - 1. Those rights stated in CCSD Code Section 2.04.050: "District Rights."
 - 2. The right to determine the existence or non-existence of facts that are the basis for management decisions.
 - 3. The right to determine the nature, manner, and extent of services to be provided to the public, methods of financing; and types of equipment to be used.
 - 4. The right to establish, continue, discontinue, or modify policies, practices, or procedures, subject to the provisions of the Meyers-Milias-Brown Act.
 - 5. The right to determine the number, location, and types of its operations, and the methods, processes and materials to be employed, including the right to introduce new or improved methods or facilities; to discontinue processes or operations or to discontinue their performance by employees; the right to contract or sub-contract any work or operations of the CCSD; to determine the number of hours per day or per week operations shall be carried on, and the schedules thereof, subject to the provisions of the Meyers-Milias-Brown Act.
 - 6. The right to select, determine and schedule the number and types of employees required.
 - 7. The right to assign work to such employees in accordance with requirements determined, by management, consistent with provisions of established CCSD and Department rules, regulations, policies and procedures.

8. The right to establish and change work schedules and assignments, subject to the provisions of the Meyers-Milias-Brown Act.
9. The right to transfer, reclassify, promote or demote employees, or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other lawful reasons; to determine the facts of lack of work.
10. The right to make and enforce safety rules and work rules for the maintenance of discipline, and to take disciplinary action.
11. The right to determine and exercise the procedures and standards of selection for employment and promotion.
12. The right to enforce dress and grooming standards.
13. The right to determine the content and intent of job classifications.
14. The right to determine style and/or types of CCSD issued wearing apparel, equipment or technology to be used.
15. Subject to the provisions of the Meyers-Milias-Brown Act, the CCSD shall reserve all other prerogatives and responsibilities typically inherent to the CCSD, provided such prerogatives and responsibilities are not contrary to CCSD Code Chapter 2.04: "Employer-Employee Relations" or this MOU.

8. EMPLOYEE RIGHTS

Employees of the CCSD shall have the rights specified in CCSD Code Section 2.04.040: "Employee Rights".

9. UNION RIGHTS

- A. The CCSD will allow an employee to take leave for Union business if the Fire Chief determines that such leave will not be disruptive of CCSD or Department business.
- B. The CCSD will make available to the Union, in the same manner as to the public, the Agendas for CCSD Board Meetings.

10. NON-DISCRIMINATION

- A. The CCSD and Union agree that the provisions of this agreement shall be applied equally to all employees without favor or discrimination because of race, religion, color, sex, age (40 and over), physical or mental disability, medical condition, genetic characteristics or information, marital status, sexual orientation, national origin, ancestry, military and veteran status, or any basis protected by law.
- B. The CCSD and Union agree that neither party will unlawfully interfere, intimidate, restrain, coerce, or discriminate against any employee in his/her free choice to participate in Union activities, or to join the Union.

11. PERSONNEL FILES

- A. Material in the personnel file of a unit member that may serve as a basis for affecting the status of his/her employment will be made available for inspection by the involved employee in a reasonable manner and in accordance with legal standards.
- B. When information of a critical or derogatory nature is placed in the personnel file of a unit member, that unit member will be given notice and an opportunity to review and comment on that material. Such employee will have the right to have his/her own written comments attached to any such derogatory statement, within a reasonable time after such information is placed in his/her file and in accordance with legal standards.
- C. A unit member shall have the right to authorize, in writing, a representative to examine his/her personnel files in accordance with legal standards.

12. REDUCTION IN WORK FORCE

When, in the judgment of the CCSD Board of Directors, it becomes necessary to make a reduction in the work force, whenever possible, such reduction shall be accomplished through attrition. If a reduction in the work force is necessary, layoffs shall be based on seniority within the classification targeted for elimination. The CCSD shall provide thirty (30) days written notice to the affected employee(s). Employees subject to layoff shall be eligible to voluntarily demote to a lower classification based on seniority in the lower classification. For these purposes, time served in any higher classification shall count toward seniority in any lower classification. Reinstatement from layoff shall be based on seniority where the vacancy occurs. Eligibility for reinstatement of an employee laid off shall be for a period of twenty-four (24) months from the effective date of the layoff. The date of reinstatement shall constitute the new hire date for medical and dental benefits including the HRA (Health Reimbursement Account) benefit as described herein.

13. GRIEVANCE PROCEDURE

- A. Purpose: It is the intent of this section to provide a method of communication through which the Union or an individual covered employee may have a complaint heard and decided in an orderly and fair manner. The Union or an individual covered employee may be represented in their dealings with the CCSD under this section by an agent of their choice.
- B. Definition: A grievance is a complaint of the Union or an individual covered employee concerning the application of:
 - 1. The administration of the conditions of employment, including job description, salary and benefits in force between the CCSD and the Union or individual employee.
 - 2. Working conditions within the control of the General Manager or the Fire Chief, including the CCSD or Department policies, procedures, rules and regulations, and for which no other procedures for orderly solution of such complaints exist.

- C. Informal Resolution (Level I): The Union or any covered employee shall first discuss the alleged grievance with the affected employee's immediate supervisor within twelve (12) regular business days of the event causing the grievance. If the Union or individual employee is not satisfied with the supervisor's solution to the complaint, the grievance may then be entered into the next level of the grievance procedure (Level II).
- D. Formal Resolution (Level II): If a complaint or grievance is not resolved at Level I (informal resolution), the Union or affected employee may submit the complaint in writing to the General Manager within five (5) regular business days of receipt of such grievance. The General Manager shall investigate and provide a written response to the Union or affected employee within ten (10) regular business days.
- E. Formal Resolution (Level III): If a complaint or grievance is not resolved at Level II, the Union or affected employee may appeal in writing to the General Manager for a hearing before the CCSD Board of Directors. Such appeal shall be delivered to the General Manager within no more than five (5) regular business days from the date of receipt of the General Manager's written findings under Level II of this procedure. Upon receipt of the written appeal for a hearing before the Board, the General Manager shall schedule a closed session of the Board to conduct the hearing. Such hearing may be held at the Board's next regular meeting or at any time within thirty (30) regular business days of the General Manager's receipt of the appeal. At the written request of the appellant, such hearing shall be held in an open session of the Board. At such hearing, the appellant shall present such facts and opinions as deemed relevant. The Board shall also hear such evidence in support of the CCSD position as well as the recommendation of the General Manager. The Board may continue the hearing as deemed necessary. The Board shall render its decision within thirty (30) regular business days from the close of the hearing. The decision of the Board in such matters shall be final. For purposes of this section, a regular business day is any day in which the administrative offices of the CCSD are open for the business of the general public.

14. HOURS OF WORK AND WORK SCHEDULES

Covered employees may be assigned to a 40-hour workweek schedule, consisting of four (4) consecutive ten (10) hour work days, or a 56-hour (average) workweek schedule, consisting of twenty-four (24) hour work shifts that are scheduled in a manner so that each employee is assigned to duty an average of one third (1/3) of the days of a designated work period. The current 56-hour (average) workweek schedule consists of two consecutive 24-hour work shifts (48 consecutive duty hours) followed by four consecutive calendar days off (96 consecutive hours off duty).

15. OVERTIME

- A. Non-exempt employees assigned to a 56-hour (average) workweek schedule will receive pay for overtime as defined in the Fair Labor Standards Act (FLSA) (29.U.S.C.207k) and as described herein - overtime is defined as hours worked in excess of a total of 182 in a 24 day work period, as established by the CCSD.

Non-exempt employees assigned to a 40-hour (average) workweek schedule will receive pay for overtime for all hours worked in excess of 80 hours in a 14-day work period, as established by the CCSD.

- B. For purposes of calculating overtime hours, approved leave (holiday, vacation, sick leave, , compensatory time off, and) shall be considered time worked. The following shall not be considered time worked for purposes of calculating overtime hours: unpaid leave, suspensions, paid administrative leave relating to the implementation of disciplinary action, workers compensation leave, and 4850 leave.
- C. All overtime shall be paid at a rate of one and one-half (1 ½) times the regular hourly rate of pay.
- D. After a single 48-hour rotation, overtime shifts may be staffed by out of class assignments and/or qualified reserves as determined by the Fire Chief. Absences, which are initially known to exceed 96 consecutive hours, may be filled by out of class assignments and/or qualified reserves immediately.

16. COMPENSATORY TIME

In lieu of overtime pay, covered employees may accrue compensatory time off (CTO). Accrued CTO may be taken as paid leave in the same manner as vacation leave, or may be converted to cash at the request of the employee, and with the approval of the CCSD. All CTO not taken as paid leave or converted to a cash payment prior to the first full pay period in June of each year shall be automatically converted to a cash payment to the employee before the end of the fiscal year. At the written request of the employee, the CCSD General Manager may authorize a carryover of accrued CTO from one fiscal year to the next in an amount not to exceed 40 hours (for employees assigned to a 40-hour week) or 56 hours (for employees assigned to a 56-hour average week). Requests for carryovers must be submitted in writing to the General Manager no later than June 10th each year. In no event may CTO accrue more than the legally allowed 480 hours.

17. CALL BACK

Each non-exempt employee who responds to a call-back from off-duty status shall be compensated at a minimum of two (2) hours for each response. If the actual call back event extends beyond two (2) hours, all time worked will be compensated on an hour for hour basis and will be counted as hours worked for purposes of overtime calculations.

18. HOLIDAYS

- A. For 40 hour per week employees, the following are the eleven standard paid holidays observed by the CCSD:

New Years Day	Independence Day	Thanksgiving Day
Martin Luther King Day	Labor Day	Day After Thanksgiving
President’s Day	Columbus Day	Christmas Day
Memorial Day	Veterans Day	

In lieu of Lincoln’s Birthday, Admissions Day and the half day for Christmas Eve/New Year’s Eve, float holiday time shall be provided each employee employed by the CCSD on July 1 of each year, provided the employee was employed continuously by the CCSD on or before the previous January 1st. Float holiday hours will be accrued on July 1st of each year based on the following chart:

Regular # of hours/day	Total # of Holiday Hrs/Yr		11 Std Holiday Hours/Yr		July 1 st Float Holiday Hours to Accrue
8	110		88		22
9	110		98		12
10	110		110		0
24	154		Accrue biweekly		Accrue biweekly
<i>Per Section 22 C – regular part time employees shall receive holiday pay on a pro rata basis:</i>					

- B. In lieu of time off on holidays, covered employees assigned to a 56-hour workweek shall accrue 5.92 hours of holiday leave per 14-day payroll period for a total of 154 hours per year (based on 110 hours per year times the conversion factor of 1.4). Such holiday leave may be taken as paid leave in the same manner as vacation leave or CTO, or may be converted to a cash payment at the request of the employee, and the approval of the CCSD.
- C. Unless otherwise provided in this section, for 40-hour per week employees, when a holiday listed herein falls on a covered employee's regular day off, such employee shall be assigned an alternate day off within the payroll period in lieu of the actual holiday. Unless directed otherwise by the Fire Chief, such alternate day off shall be assigned to the scheduled work day either immediately following, or immediately preceding the affected holiday.
- D. Regular part-time employees shall accrue holiday leave on a pro rata basis according to hours worked.
- E. Balances in the holiday/float holiday accrual bank existing prior to the first full pay period in June of each year shall automatically be converted to a cash payment before the end of the fiscal year. The employee's last paycheck in June will include the applicable cash payment unless State or Federal regulations indicate differently. Holiday leave may not be carried over from one fiscal year to the next.

19. VACATION

- A. Covered Employees assigned to a 40-hour workweek schedule shall accrue vacation leave as follows:
- From the date of hire through the end of the 5th year of service (60 months):
3.08 hours biweekly (80 hrs/yr)
 - 5 through the end of the 10th year of service (120 months):
4.61 hours biweekly (120 hrs/yr)
 - 10 through the end of the 15th year of service (180 months):
6.15 hours biweekly (160 hrs/yr)
 - 15 years and one day or more (180 months plus one day):
7.69 hours biweekly (200 hrs/yr)

B. Covered employees assigned to a 56-hour average workweek schedule shall accrue vacation leave as follows:

- From the date of hire through the end of the 5th year of service (60 months):
4.31 hours biweekly (112 hrs/yr)
- 5 through the end of the 10th year of service (120 months):
6.46 hours biweekly (168 hrs/yr)
- 10 through the end of the 15th year of service (180 months):
8.62 hours biweekly (224 hrs/yr)
- 15 years and one day or more (180 months plus one day):
10.77 hours biweekly (280 hrs/yr)

C. As of the end of the first full pay period in June of each year, an employee shall have an accrual balance of no more than the number of vacation hours he/she is entitled to earn in two years of employment. If an employee's accrued vacation balance exceeds such accrual limitation, the employee shall be paid cash for the number of excess unused vacation hours on the last paycheck in June of each year. An exception to the number of hours carried over may be made at the discretion of the General Manager.

D. Vacation leave will be scheduled on a semi-annual basis during the months of December and June at a time to be designated by Management. Based on their seniority, employees will select vacation leave in two consecutive rotation blocks. Employees with the greatest seniority will select the first consecutive rotation blocks until each employee has had an opportunity to select as many blocks of vacation leave as is equal to the total number of his or her accrued vacation leave.

Employees shall not checker their rotation blocks across the calendar, but will have one opportunity, per selection round, to select up to two consecutive rotation blocks for a single period of leave. Employees who do not select a two consecutive rotation blocks during the first selection round and who still have remaining vacation leave accrued will be allowed to select additional blocks of time, up to two consecutive rotation blocks per selection round based on seniority. Members who do not wish to take vacation may waive their turn without forfeiting any vacation leave they may have accrued up to that time.

20. SICK LEAVE

A. Paid sick leave is available to all employees for all uses permitted by law as set forth in the District's Personnel Policies and Procedures.

Each full-time employee, assigned to a 40-hour workweek, shall accrue sick leave from the date of employment at the rate of 4.6 hours per 14-day payroll period (or 120 hours per year).

B. Each full-time employee, assigned to a 56-hour average workweek, shall accrue sick leave from the date of employment at the rate of 6.4 hours per 14-day payroll period (based on 120 hours per year times the conversion factor of 1.4).

- C. Regular part-time employees shall accrue sick leave on a pro rata basis according to hours worked.
- D. Unused sick leave may be accumulated without limit.
- E. Sick leave may be taken for reasons provided by law as set forth in the District's Personnel Policies and Procedures, and such reasons as personal illness or injury; required attendance of an employee to care for a sick or injured spouse, recognized domestic partner, child, or other immediate family member residing with the employee; medical or dental appointments.
- F. Upon termination of employment in good standing (i.e., resignation/retirement excluding disciplinary termination and resignation/retirement in lieu of disciplinary termination), of a full-time or regular part-time employee, such employee shall be paid for 50% of accumulated unused sick leave, to a maximum of 900 hours for employees assigned to a forty-hour workweek (50% times 900 hours = 450 hours possible), and to a maximum of 1260 hours for employees assigned to a 56-hour average workweek (50% times 1260 = 630 hours possible).
- G. Employees may voluntarily transfer up to forty (40) hours of unused sick leave per fiscal year in one (1) hour increments to a "sick leave bank" under the conditions established herein. The sick leave transfer shall be on an hour for hour basis and subject to the following conditions:
 - 1. The employee donating the sick leave must have a minimum of eighty (80) hours of accrued sick leave available after the donation. No transfers of sick leave shall be allowed when the donating employee is terminated, separated or retires from the CCSD within nine (9) months after the donation. All transfers to the "sick leave bank" shall be non-reversible and donations shall be processed on the CCSD's Personnel Action Form in the same manner as any other leave request.
 - 2. Employees eligible to receive sick leave hours from the "sick leave bank" must have been employed by the CCSD for a minimum of eighteen (18) months, have exhausted all paid leave and are suffering from a long term illness or injury that will result in the loss of work for a period of at least twenty consecutive (20) working days. These "sick leave bank" provisions shall extend to the required attendance of an employee for the care of a spouse, child or other immediate family member residing with the employee. The General Manager shall review, approve, modify or deny requests for use of the "sick leave bank" based on the employee requests and the criteria established in this Section.
 - 3. Employees utilizing the "sick leave bank" may integrate these benefits with the provisions of the Section of this MOU entitled "*State Disability Insurance*" for SDI integration, as well as Worker's Compensation integration, provided however, that the total compensation from these sources combined shall not exceed the employee's base salary.
 - 4. The CCSD reserves the right to request additional information on the nature of the injury or illness and/or require verification from a medical doctor regarding the diagnosis prior to making an eligibility determination.

- 5. The maximum sick leave available for use by an eligible employee during any twelve (12) month period shall be the lesser of 1056 hours or the amount of sick leave available in the "sick leave bank". Allocation of hours from the "sick leave bank" shall commence on the date that all other leave of the requesting employee is exhausted. Subsequent eligibility by additional employees for use of the "sick leave bank" shall result in the concurrent use of available hours in the "sick leave bank".

- H. A sick leave incentive plan shall be provided for the conversion of twenty-four (24) hours of sick leave to vacation or pay if no sick leave is used by an employee during the calendar year provided that the employee was employed continuously from January 1st through December 31st. The employee must request the conversion during the month of January for the previous calendar year. Failure to request the conversion during January will result in ineligibility for conversion for the previous calendar year. All requests for conversion are non-reversible and shall require prior approval by the General Manager.

- I. Unit members shall be eligible for benefits under the California Family Rights Act or Federal Family Medical Leave Act pursuant to state and federal law or District policy. Leaves of absence will run concurrently with the CFRA or FMLA when applicable.

21. BEREAVEMENT LEAVE

- A. Covered employees shall be eligible for a temporary leave of absence without loss of compensation, upon the death of any member of the immediate family. Such leave shall not exceed five calendar days per year (40 hours total for a 40 hr/wk employee or 56 hours for a 56 hr/wk employee). After use of bereavement leave has been exhausted in any calendar year, a covered employee may use other paid leave including sick leave, if necessary, for this purpose.

- B. For purposes of this section, members of the immediate family shall be defined as mother, father, husband, wife, son, daughter, brother, sister, grandmother, grandfather, guardian with whom the employee has lived, and as provided by law. These definitions shall include "in-law" relationships in each case and "step" relationships in the case of parents and children.

22. JURY DUTY

Covered employees who are called or required to serve as a trial juror, upon notification and appropriate verification submitted to the Fire Chief, shall be entitled to be absent from his/her duties with the CCSD during the period of such service or while necessarily being present in court as a result of such call. The employee's normal compensation shall be continued during such period of jury duty. The employee shall relinquish to the CCSD any compensation received for jury service.

23. CLOTHING AND BOOT ALLOWANCE

Covered employees shall maintain a minimum of two sets of uniform clothing (pants and shirt) and one pair of CAL-OSHA approved fire safety boots (station boots). Uniform clothing and boots shall be maintained in a fully serviceable condition, clean, and free of signs of wear. Uniform

items and boots that are faded, torn, or show similar signs of over use may not be worn while on duty.

The District shall provide covered employees with an annual boot or safety shoe allowance of \$250, payable in July of each year. The remainder of employees' uniform clothing (defined above) replaced on an as needed basis, as determined by the District, up to a maximum value of one uniform annually. The District shall inspect covered employees' uniforms to determine whether a District-issued uniform is warranted or not.

24. HEALTH BENEFITS

- A. In the event that legislation is passed allowing for local PERS agencies to reduce contributions for retiree health insurance coverage, all employees retiring after the effective date of such legislation shall be provided health insurance coverage at the same ratio as current employees. Employees retiring prior to such legislation shall have insurance coverage as currently provided.
- B. For all regular employees working full time, the District will pay 85% of the premiums currently in effect for employee and dependent coverage for the lowest cost plan available to District employees offered through the PERS system. However, the District shall have the unilateral discretion to provide a higher level plan. The District payment is inclusive of the PERS minimum health contribution. The balance of the total District contribution is a cafeteria like plan contribution. In the event an employee elects a higher cost coverage, the employee shall pay the increased cost for that plan. District premium payments apply to retirees and their dependents as applied to active employees and their dependents for employees/retirees hired before October 1, 2012.
- C. Employees hired after October 1, 2012 shall be eligible to receive retiree health contributions in an amount equal to PERS minimum health contributions only.
- D. HEALTH REIMBURSEMENT ACCOUNT (HRA)

- (i) **Regular employees**, after completion of their probationary period, shall be eligible for the Health Care Reimbursement Program.

Eligible employees shall receive a credit of \$1300 in the approved program for eligible reimbursable costs January 1st each year. This program shall be administered by an approved third party provider and shall conform to all applicable laws, rules and regulations.

- (ii) **Probationary employees** shall become eligible for this benefit upon successful completion of their probation. The benefit is pro-rated for new employees and is not retroactive. It takes effect with the next full pay period after passing probation. Employer contributions are \$50 per pay period for the remaining periods in the calendar year after passing probation. Reinstated employees would be covered by this section.

Promotional probationary employees are not subject to the same guidelines as new probationary employees. Promotional probationary employees are covered under paragraph (i) above as a regular employee.

(iii) **Part-time employees** hired after July 1st 2006 are eligible for a pro-rated portion of the benefit. For example, half-time employees will be eligible for \$25 per pay period after successfully passing probation. Non-probationary half-time employees are eligible for \$650 on January 1st. Full-time employees who convert to a part-time schedule will also have this benefit pro-rated based on their average hourly work schedule.

(iv) **Retired Employees**

Retirees who qualify for this benefit:

- The benefit extends into retirement for existing Union employees (as of July 1st 2006) and the benefit extends to employees who retired between July 1st 2004 and June 30th 2006.

Retirees who do not qualify for this benefit:

- Employees hired on or after July 1st 2006 will not be eligible for this benefit after separation from the CCSD whether through retirement, voluntary separation, or any other means.
- The benefit does not extend into retirement if the employee did not retire from the CCSD, but retires from another agency.
- This benefit does not extend to people who retired before July 1st 2004 – as the benefit did not exist for retirees before July 1st 2004.
- Upon death of the retired employee, this benefit does not extend to the spouse of the retired employee.

25. DENTAL INSURANCE

A. For all regular employees working fulltime, the District will pay 85% of the premiums for employee and dependent coverage for the lowest cost dental plan. In the event the employees elect a higher cost coverage, the employees shall pay the increased cost for that plan.

B. The District and employees shall each pay 50% of any increase in dental benefit premiums.

26. LIFE INSURANCE

A Group Life Insurance Plan will be provided with a \$25,000 life insurance policy for each unit member, a \$1,000 policy for each employee's spouse, and a \$1,000 for each employee's dependent under the age of 21. The CCSD will pay the full monthly premium for each unit member, spouse, and dependent children.

27. DOMESTIC PARTNERS

Domestic partners (as defined by Family Code Section 297 and registered with the State of California) shall be included as dependents and eligible for specific benefits as is legally required.

By extending to an employee the specific benefits defined by this Article, the CCSD does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner.

28. RETIREMENT

- A. The CCSD provides a Retirement Program for all regular employees working half-time or more. The Retirement Program may be provided through contract with the California Public Employees Retirement System (PERS), as is currently provided and may be integrated with Federal Social Security Program, as is currently provided. The CCSD shall provide the PERS 3% @ 50 public safety retirement plan for covered employees, including single highest year computation, for all employees hired before December 28, 2012. All covered employees hired on or after December 28, 2012 who are not defined as "new members" under the Public Employees Pension Reform Act ("PEPRA") will be covered by the 3% @ 55 retirement formula and the 36 highest consecutive months' final compensation provision. All covered employees hired on or after January 1, 2013 and who are defined as "new members" under PEPRA will be covered by the 2.7% at 57 retirement formula and the 36 highest consecutive months' final compensation provision.
- B. The current employee share contribution to the PERS Retirement Program is 9% of wages and is subject to change.

Employees who are not subject to PEPRA shall pay 100 % of the entire designated employee share of PERS retirement contributions. Employees defined as "new members" under PEPRA shall pay 50% of the total normal cost of the retirement benefits, as determined by CalPERS.

- C. The employee's share of mandated Social Security contributions is paid 100% by the employee, by payroll deduction. The employer's share of mandated Social Security contributions is paid 100% by the employer.

29. STATE DISABILITY INSURANCE (SDI)

The CCSD shall provide for the integration of SDI benefits with sick leave or vacation leave on a pro rata basis. The procedure shall not allow the employee to receive more than he/she would have received if the employee were on regular duty, but shall allow the employee to receive a full salary for as long as his/her sick leave and vacation leave will allow through such integrated use.

30. ADVANCEMENT IN SALARY (MERIT ADJUSTMENTS)

- A. The salary range set forth for each classification is divided into five (5) steps that are implemented as follows. Salary steps within a range are typically established in five percent (5%) increments.
- B. Typically, upon appointment to any classification within the CCSD system, an employee is placed at the beginning ("A") step of the range. Upon determination of the General Manager that the needs of the CCSD and the qualifications of the employee so warrant, a newly appointed employee may be assigned to any step in the salary range.
- C. Progression from one step in a salary range to the next shall be based upon a satisfactory written performance evaluation provided by the Fire Chief and accompanied by a recommendation to the General Manager to implement a step increase. The decision to implement such increase shall rest with the General Manager.

- D. Progression from the initial step in the range to the next step will typically occur upon the satisfactory completion of a one-year probationary period. All subsequent salary increases within the salary range shall typically occur at one-year intervals, based on satisfactory performance.
- E. Covered classifications are assigned to salary ranges as provided in Appendix "A" attached.

31. SALARY

A. *Longevity Pay*

Upon completion of 10 years (120 months) of continuous employment with the CCSD, covered employees will receive a 5% increase in base salary. Upon completion of 15 years (180 months) of continuous employment with the CCSD, covered employees will receive an additional 2.5% increase in base salary (resulting in a 7.5% overall increase). Upon completion of 20 years (240 months) of continuous employment with the CCSD, covered employees will receive an additional 2.5% increase in base salary (resulting in a 10.0% overall increase). Qualification for each increase shall be based on an employee's original date of hire with the CCSD. Such increases shall be applied at whatever salary range and step the employee occupies after becoming eligible.

Employees hired on or after June 25, 2015 are not eligible to receive Longevity Pay.

B. *Accrual Cash Outs*

Accrual cash outs shall be paid on the employee's base pay rate only. All overtime pay, incentive pay including merit, longevity, allowances and other specialty pay is excluded from all accrual cash out calculations.

C. *Salary Increases*

During the term of this agreement the parties have negotiated the following wage increases to provide both cost of living increases and equity adjustments:

First year of the agreement:

Effective the first full pay period following ratification and Board approval 3%

Second year of the agreement:

Effective the first full pay period following December 31, 2020 3.25%

Third year of the agreement:

Effective the first full pay period following December 31, 2021 3.75%

Fourth year of the agreement:

Effective the first full pay period following December 31, 2022 4%

Fifth year of the agreement:

Effective the first full pay period following December 31, 2023 4%

During the course of this agreement if the District's non-discretionary expenses significantly surpasses projections, the District shall have the right to reopen this agreement in order to

avoid potential layoffs in the Fire Department or reductions in services. It is the District's intent to define non-discretionary expenses as expenses in the District's budget which cannot be arbitrarily spent by the District, i.e. one-time expenditures that are not required by the District.

32. SALARY AND BENEFITS CONVERSION

A. The Multiplier

When a covered employee is transferred from one work schedule to another (e.g. 40-hour to 56-hour average), hourly rates of pay, leave accruals, overtime pay and all other pay and benefits that are affected by an hourly computation shall be converted to the appropriate proportional amount. The conversion factor from a 40-hour week to a 56-hour average week shall be 0.714. The conversion factor from a 56-hour average week to a 40-hour week shall be 1.4.

B. Modified Duty

When a covered employee is assigned to a modified duty position, due to illness or injury, such assignment shall be on a 40-hour week basis. Such assignment shall occur at the sole discretion of the Fire Chief, and shall only be made when there is sufficient benefit to the CCSD to warrant such assignment.

33. WORKING OUT OF CLASS

Normal Out of Class Pay: Covered employees who are assigned by the Fire Chief or the CCSD General Manager to work in a higher salary range for more than 48 consecutive work hours (for 24-hour shift employees) or 20 consecutive work hours (for 10-hour shift employees) in any period shall be paid for the entire period they are assigned to work in such higher classification at the "A" step of the assigned higher salary range, provided that such out of class pay shall not be less than 5% above the assigned employee's normal pay rate. This provision does not apply to opportunities for Acting Chief assignments.

Engineer Out of Class Pay: Covered employees who are assigned by the Fire Chief or the CCSD District Manager to work in a higher classification shall be paid for the entire period they are assigned to work in such higher classification at 5% above the assigned employee's normal rate of pay.

No out-of-class/position assignment shall exceed nine hundred sixty (960) hours per fiscal year when the temporarily reassigned employee is providing coverage during recruitment to fill a vacant higher-level classification.

34. ACTING DUTY CHIEF

The positions of Acting Chief (AC) and Duty Officer (DO) will be assigned by the Fire Chief when the Fire Chief is unavailable for response for an extended period of time as determined by the Fire Chief. When these duties are assigned, the applicable Specialty Pay will begin from the time of assignment, to coincide with the Fire Chief's absence and to provide continuous response coverage.

The assigned Captain on duty will provide coverage as the Acting Chief (AC) during their regular shift and shall receive \$35 Specialty Pay per 24-hour shift in addition to their regular pay. Such pay shall be in lieu of any salary increase and for payroll purposes may be paid in hourly increments for such assignments.

To ensure proper coverage the Fire Chief may assign the position of Duty Officer (DO) to an off duty Captain who will be on standby, will respond to calls and will provide the necessary coverage. While on standby they will receive \$90 Standby Pay per 24-hour shift. Such pay shall be in lieu of any salary increase and for payroll purposes may be paid in hourly increments for such assignments. Additionally, they shall be paid for their response time in accordance with their current MOU Section 17, CALL BACK; *“Each non-exempt employee who responds to a call-back from off-duty status shall be compensated at a minimum of two (2) hours for each response. If the actual call back event extends beyond two (2) hours, all time worked will be compensated on an hour for hour basis and be counted as hours worked for purposes of overtime calculations.”*

The Chief may designate an alternative staff member as he or she deems appropriate to serve as the duty officer in charge.

35. PROMOTIONAL ADVANCES

When a covered employee is promoted to a higher classification, he/she will typically be placed at a step in the salary range of the new position which will result in a salary increase of at least 5%. In the event that the top step ("E") of the new range does not allow for a 5% increase, the appointment shall be made to the top ("E") step of the promotional position's range.

36. POLICY DEVELOPMENT

It is recognized that the CCSD and the Fire Department are continuously involved in developing methods to improve the delivery of services to the public and to increase operational effectiveness. To this end, the CCSD will consult with the Union over the development of new policies, procedures, rules and regulations; the modification of existing policies, procedures, rules and regulations; the introduction of new methods and technologies to department operations, as deemed necessary during the term of this agreement. Due consideration will be given to the interests of the Union in the implementation of any such policies, procedures, rules and regulations or the implementation of new methods or technologies.

37. PART-TIME EMPLOYEES

- A. An average of under 20 hours per week will receive a pro-rata portion of vacation, sick leave and holiday pay only as recognized for new hires.
- B. An average of over 20 hours per week will receive a pro-rata portion of leave i.e., vacation, sick leave and holiday pay as recognized for new hires. No health benefits, PERS retirement if and when eligible for membership.
- C. An average of over 30 hours per week: will receive a pro-rata portion of health benefits, dental benefits, vacation, sick leave, and holiday, as recognized for new hires and PERS retirement in pro-rata portion.

PARAMEDIC COMPENSATION

- A. Paramedic compensation shall be \$600 per month.
- B. Paramedic assignment pay for all current, full-time, San Luis Obispo County paramedic certified/accredited employees hired on or before April 28, 2016:
- Employees that possess a valid Paramedic Certificate/Accreditation in San Luis Obispo County will be called upon to perform paramedic services and shall receive a monthly stipend. Those who receive the stipend will be required to use their paramedic skills whenever necessary. Failure to maintain the paramedic certification/accreditation will result in the termination of the stipend and potential termination of the ALS/paramedic services provided by the District if the District, within its discretion, determines it is not able to meet staffing requirements, including the requirement of one paramedic per shift.
 - Pursuant to CCR Section 571, Paramedic Assignment Pay shall be reported to CalPERS as special compensation under the category of Education Pay - Paramedic Pay.
- C. The District will continue its current practice of paying for the following costs (via reimbursement) in order for current, full-time, San Luis Obispo County paramedic certified/accredited employees hired on or before April 28, 2016 to maintain their San Luis Obispo County Paramedic Accreditation:
- License every two years - currently total of \$200;
 - 48 hours of continuing education on duty; online - SDRMA;
 - 6 base station meetings over the course of two years, which includes overtime and/or back filling; and
 - County ALS Class - SLO EMSA APR.
- D. If an employee does not fulfill all paramedic certification and accreditation requirements, and such failure is due to the employee, then the Paramedic Assignment Pay above shall be discontinued until proof of certification and accreditation are provided to the District. In addition, an employee who does not satisfactorily complete the necessary minimum requirements for certification, accreditation, education, and employment as a paramedic shall not be eligible for reimbursement of expenses and shall agree to return any advance payments received.
- E. It is agreed and understood that if at any time the District, within its discretion, determines that it is not able to meet the staffing requirements, including the requirement of one paramedic per shift and the ALS/paramedic services provided by the District cease, the Paramedic Assignment Pay will immediately cease.
- F. **GRANDFATHERING CLAUSE:** Agree to grandfathering in for all current, full-time, San Luis Obispo County paramedic certified/accredited employees hired on or before

April 28, 2016 to this policy but require all new hires hired on or after April 29, 2016 to possess San Luis Obispo County paramedic certificate/accreditation as a condition of becoming employed. District to prepare corresponding revised position description for new hires.

G. CURRENT NON CERTIFIED EMPLOYEES AND NEW HIRES: For current employees hired on or before April 28, 2016 and who do not have a San Luis Obispo County paramedic certification/accreditation and for new hires hired on or after April 29, 2016, the District will not incur any costs associated with such individuals obtaining San Luis Obispo County paramedic certification/accreditation; however, for such individuals, following their obtaining such certification/accreditation, the District will pay the above-specified Paramedic Assignment Pay and costs for maintaining such certification/accreditation, with the same conditions noted above for payments and potential ceasing of payments.

39. SEVERABILITY


If any section of this MOU shall be found invalid or unlawful by reason of existing or subsequently enacted legislation, or by judicial authority, all other sections of this MOU shall remain in full force and effect for the duration of the term of this MOU.

40. TERM OF MEMORANDUM OF UNDERSTANDING

The term of this MOU shall be from February 20, 2020 through February 20, 2025. On mutual agreement of the parties, items subject to the meet and confer process may be opened for discussion with the exception of wages and retirement benefits. Additionally, upon written notification by the District, IAFF agrees to promptly meet and confer over proposed changes to the Personnel Policies and Procedures that significantly affect employee's wages, terms, and working conditions.

The undersigned have signed this Memorandum of Understanding as of the dates indicated below.


CAMBRIA COMMUNITY SERVICES DISTRICT:

By: 

John F. Weigold IV
General Manager


Date: 3-16-2020

**CAMBRIA FIREFIGHTERS /
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS IAFF LOCAL 4635**

By: 

Michael Burkey
IAFF Local 4635
CCSD Fire Engineer

Date: 3-13-2020

By: 

Danjel McCrain
IAFF Local 4635
CCSD Fire Captain

Date: 3/16/2020

SIDE LETTER

TO THE 2020-2025 MOU BETWEEN THE CAMBRIA COMMUNITY SERVICES DISTRICT AND THE CAMBRIA FIREFIGHTERS / INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, IAFF LOCAL 4635

The Cambria Community Services District (District) and the Cambria Firefighters' Association (Association) agree to modify the current Memorandum of Understanding (MOU) via this Side Letter. The Side Letter revises Article 19 due to a discovered scrivener's error, which had incorrectly stated the accrual rates. The revised accrual rates below accrual reflect the past practice for bargaining unit members.

19. VACATION

- A. Covered Employees assigned to a 40-hour workweek schedule shall accrue vacation leave as follows:
- From the date of hire to sixty (60) months of service:
3.08 hours biweekly (80 hrs/yr)
 - Sixty (60) months of service through one hundred and twenty (120) months of service:
4.61 hours biweekly (120 hrs/yr)
 - One hundred and twenty (120) months of service through one hundred and eighty (180) months of service:
6.15 hours biweekly (160 hrs/yr)
 - 180 months plus one day of service:
7.69 hours biweekly (200 hrs/yr)
- B. Covered employees assigned to a 56-hour average workweek schedule shall accrue vacation leave as follows:
- From the date of hire to sixty (60) months of service:
4.31 hours biweekly (112 hrs/yr)
 - Sixty (60) months of service through one hundred and twenty (120) months of service:
6.46 hours biweekly (168 hrs/yr)
 - One hundred and twenty (120) months of service through one hundred and eighty (180) months of service:
8.62 hours biweekly (224 hrs/yr)
 - 180 months plus one day of service: 10.77 hours biweekly (280 hrs/yr)

Dated: 3/19/2021 _____

Dated: 3/19/2021 _____

FOR THE ASSOCIATION:

FOR THE DISTRICT:

DocuSigned by:
Michael Burkey

DocuSigned by:
John Weigold

DocuSigned by:
[Signature]

SIDE LETTER

TO THE 2020-2025 MOU BETWEEN THE CAMBRIA COMMUNITY SERVICES DISTRICT AND THE CAMBRIA FIREFIGHTERS / INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, IAFF LOCAL 4635

The Cambria Community Services District (District) and the Cambria Firefighters' Association (Association) agree to modify Article 12 of the Memorandum of Understanding (MOU) dated February 20, 2020 – February 20, 2025 via this Side Letter.

12. REDUCTION IN WORK FORCE AND BUMPING RIGHTS

A. When, in the judgment of the CCSD Board of Directors, it becomes necessary to make a reduction in the workforce, whenever possible, such reduction shall be accomplished through attrition. If a reduction in the work force is necessary, layoffs shall be based on seniority within the classification targeted for elimination. The CCSD shall provide thirty (30) days written notice to the affected employee(s). Employees subject to layoff shall be eligible to voluntarily demote to a lower classification based on seniority in the lower classification. For these purposes, time served in any higher classification shall count toward seniority in any lower classification. Reinstatement from layoff shall be based on seniority where the vacancy occurs. Eligibility for reinstatement of an employee laid off shall be for a period of twenty-four (24) months from the effective date of the layoff. The date of reinstatement shall constitute the new hire date for medical and dental benefits including the HRA (Health Reimbursement Account) benefit as described herein.

B. BUMPING RIGHTS

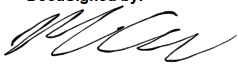
- i. When a covered employee accepts a promotion or reassignment within covered classifications and fails to successfully complete the probationary period for that new promotion or assignment, the affected employee shall have the right to return to the previously held classification, or its replacement if applicable, subject to seniority with the District, based on the employee's original date of hire. An employee that is released due to disciplinary reasons is not entitled to bumping rights.
- ii. A covered employee who successfully completes the promotional or reassignment probationary period and is displaced from the promotional or reassignment position as a result of an employee's return from workers compensation leave or other protected leave, shall retain the right to bump back to their previously held position based on their seniority with the District. The covered employee's seniority shall be based on the employee's original date of hire. An employee that is released due to disciplinary reasons is not entitled to bumping rights.

Dated: 3/21/2023

Dated: 3/16/2023

FOR THE ASSOCIATION:

FOR THE DISTRICT:

DocuSigned by:

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DocuSigned by:
Halley Dodson
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