



## Agenda

San Mateo Consolidated Fire Department  
Board of Directors  
Special Meeting  
Tuesday, September 13 2022 – 4:00 P.M.

Consistent with Government Code Section 54953, this meeting will be conducted both in person and also via Zoom Teleconferencing to promote public participation at public meetings while maintaining compliance with local, state, and federal guidelines and social distancing recommendations for the containment of the coronavirus. Department officials and members of the public are invited to attend and give public comment either in person or via teleconference. Comments may also be submitted prior to the meeting by email to: [nmorales@smcfire.org](mailto:nmorales@smcfire.org)

**To Attend in-person** – Foster City EOC, 1040 East Hillsdale Blvd., Foster City, CA 94404

**To Observe and Participate via Video Teleconference** –

Register in advance for this Zoom webinar:

[https://us06web.zoom.us/webinar/register/WN\\_ONiEjXXTTKauCVwzf\\_DC5g](https://us06web.zoom.us/webinar/register/WN_ONiEjXXTTKauCVwzf_DC5g)

### 1. OPENING

- 1.1. Call to Order & Determination of a Quorum
- 1.2. Pledge of Allegiance
- 1.3. Roll Call

### 2. AGENDA CHANGES

*The Chair/Board Member may change the order of the Agenda or request discussion of a Consent Item. A member of the public may request discussion of a Consent Item by emailing the Acting Board Clerk Nicole Morales at [nmorales@smcfire.org](mailto:nmorales@smcfire.org) prior to Public Comment.*

### 3. PUBLIC COMMENT

Public Comment is limited to 15 minutes, with a maximum of three (3) minutes per speaker. If you wish to address the hearing body, please notify the Department as soon as practical by emailing the Acting Board Clerk of the Fire Board at [nmorales@smcfire.org](mailto:nmorales@smcfire.org). If you are addressing the Board of Directors on a non-agenda item, the Board of Directors may, but is not required to, briefly respond to statements made or questions posed as allowed by the Brown Act (GC 54954.2). The Board of Directors may refer items to staff for attention, or have a matter placed on a future Board of Directors Meeting, for more comprehensive action or report.

### 4. CONSENT

- [4.1](#) Approval of Fire Board Meeting Minutes from August 31, 2022.
- [4.2](#) Report from Closed Session of August 31, 2022.

### 5. NEW BUSINESS

- [5.1](#) Adopt a resolution to amend the Memorandum of Understanding with the San Mateo County Firefighters International Association of Firefighters' Local 2400.

### 6. REPORTS AND ANNOUNCEMENTS

- 6.1. Board Members and Department Management Staff will have an opportunity to make announcements.

### 7. ADJOURNMENT

I, Nicole Morales, Acting Board Clerk of the San Mateo Consolidated Fire Department, hereby declare that the foregoing Agenda was posted in compliance with the Brown Act prior to the meeting date.

*In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the Acting Fire Board Clerk at (650) 522-7900 no less than 72 hours prior to the meeting. Notification in advance of the meeting will enable the Fire Department to make reasonable arrangements to ensure accessibility to this meeting.*

*Copies of documents distributed at the meeting are available in alternative formats upon request. Any writing or documents provided to a majority of the Board regarding any item on this Agenda will be made available for public inspection at the Department Fire Administration Office located at 1040 E. Hillsdale Blvd., Foster City, CA 94404, during normal business hours. In addition, most documents will be posted on the Department's website at <https://www.smcfire.org/meeting-dates-agendas-minutes/>*



**Meeting Minutes**  
**San Mateo Consolidated Fire Department**  
**Board of Directors Regular Meeting**  
**Wednesday, August 31, 2022 – 4:00 P.M.**  
**Hybrid Remote Teleconference Meeting**

**1. OPENING**

The meeting was called to order at 4:00 pm by Board Chair Goethals.

1.3. **Roll Call**

**Board Members Present:** Goethals, Lieberman & Awasthi

**Board Members Absent:** None

**2. AGENDA CHANGES**

There were no agenda changes.

**3. PUBLIC COMMENT**

None

**4. CONSENT**

Board Member Awasthi made a motion to approve the Consent calendar, which was seconded by Board Member Lieberman. The Acting Board Secretary took a roll call vote, and the Consent calendar items were approved 3-0.

**5. NEW BUSINESS**

**Item 5.1 - Introduce an Ordinance adopting the 2021 International Wildland Urban Interface Code with amendments and modifying the 2022 California Fire Code with local amendments.**

Deputy Fire Chief Marshall provided a brief presentation of the staff report for approval. There were no substantial changes to the ordinance in the last three years. One change mentioned identifies a provision for penalty fees for noncompliance of the code.

Board Chair Goethals asked if there was any public comment on this item, which there were none. Board Member Lieberman made a motion to adopt the resolution, which was seconded by Board Member Awasthi. The Acting Board Secretary took a roll call vote, and the resolution was approved 3-0.

**Item 5.2 – Adopt a resolution approving revisions to the San Mateo Consolidated Fire Department’s Master Fee Schedule effective January 1, 2023 with the intent to increase fees again on July 1, 2023.**

Deputy Fire Chief Marshall provided a brief presentation of the staff report for approval. It was recommended a 2% increase effective January 2023. Board Member Lieberman commented the partial increase is the right approach and noted that single family residential rates were reduced.

Board Chair Goethals asked if there was any public comment on this item, which there were none. Board Member Awasthi made a motion to adopt the resolution, which was seconded by Board Member Lieberman. The Acting Board Secretary took a roll call vote, and the resolution was approved 3-0.

**Item 5.3 - Resolution Authorizing Use of Hybrid Remote Teleconferencing for Meetings of the Department Board of Directors Consistent with AB 361's Amendments to the Ralph M. Brown Act.**

Adopt a Resolution finding that continued emergency conditions persist due to the ongoing COVID-19 pandemic and that meetings will be held as “hybrid” meetings with the option for members of the public, Department Staff, and Board Members to attend by either remote teleconferencing or to attend in-person for the period of August 31, 2022, to September 30, 2022.

Board Chair Goethals asked if there was any public comment on this item, which there were none. Board Member Lieberman made a motion to adopt the resolution, which was seconded by Board Member Awasthi. The Acting Board Secretary took a roll call vote, and the resolution was approved 3-0.

**Item 5.2 – Adopt a resolution appointing Richard Lee as Treasurer of the San Mateo Consolidated Fire Department.**

Consistent with section 2.26 of the Department’s JPA Agreement, adopt a resolution to formally appoint Treasurer Lee.

Board Chair Goethals asked if there was any public comment on this item, which there were none. Board Member Lieberman made a motion to adopt the resolution, which was seconded by Board Member Awasthi. The Acting Board Secretary took a roll call vote, and the resolution was approved 3-0.

**6. REPORTS AND ANNOUNCEMENTS**

Board Member Lieberman commented the Chili Cook off is coming soon which will take place on September 24<sup>th</sup>.

Fire Chief Kent Thrasher stated Prevention Fund 37 has improved. He also recognized crew deployed to the Rum Fire in southern Oregon as well as two members deployed as single recourses.

**7. CLOSED SESSION**

The Fire Board went into Closed Session at 4:17 p.m. Report out from Closed Session will be made at the next Board meeting.

**8. ADJOURNMENT**

The Board meeting was adjourned at 4:17 p.m.

William D. Ross  
David Schwarz  
Kypros G. Hostetter

Law Offices of  
**William D. Ross**  
400 Lambert Avenue  
Palo Alto, California 94306  
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Los Angeles Office:  
11420 Santa Monica Blvd  
#25532  
Los Angeles, CA 90025

File No: 19/55

September 2, 2022

**VIA E-MAIL**

The Honorable Joe Goethals, Chair  
and Members of the Fire Board  
San Mateo Consolidated Fire Department  
330 West 20<sup>th</sup> Avenue  
San Mateo, California 94403

Re: Report Upon Return from Closed Session; San Mateo Consolidated Fire  
Department Virtual Regular Board Meeting of August 31, 2022

Dear Chair Goethals and Board Members:

This communication sets forth reportable action, if any, of the Board of Directors (“Board”) of the San Mateo Consolidated Fire Department (“Department”), consistent with the provisions of the Ralph M. Brown Open Meeting Act (Government Code Section 54950 *et seq.*) resulting from the Department’s Closed Session of the August 31, 2022 Virtual Regular Board Meeting, consistent with Government Code Section 54957.1

The Open Session convened at 4:04 p.m. to address matters agendaized for Board consideration. The Open Session concluded at 4:17 p.m., with the Board adjourning to Closed Session at 4:19 p.m.

There was one matter agendaized for Department Closed Session consideration:

- 7.1 Conference with Labor Negotiators regarding Memorandum of Understanding pursuant to Government Code Section 54957.6  
Agency Designated Representative(s): Charles Flesher, IEDA; Drew Corbett, Chief Administrative Officer and Rich Lee, Finance Director  
Employee Organization(s): International Association of Firefighters, Local 2400 (IAFF Local 2400)

With respect to Closed Session Agenda Item No. 7.1., although direction was given, there was no reportable action under the provisions of Government Code Section 54957.6.

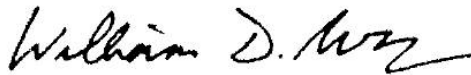
The Closed Session concluded at 5:35 p.m., where it was indicated that a written report upon return consistent with Government Code Section 54957.1, would be prepared.

The Honorable Joe Goethals, Chair  
and Members of the Fire Board  
San Mateo Consolidated Fire Department  
September 2, 2022  
Page 2

This communication should be added to the Agenda for review under the Consent Calendar of your next Regular or Special Meeting.

If there are any questions concerning its content, it may be taken off the Consent Calendar at that time or our office may be contacted in the interim.

Very truly yours,

A handwritten signature in black ink, appearing to read "William D. Ross". The signature is fluid and cursive, with a long horizontal stroke at the end.

William D. Ross  
Department Counsel

WDR:bk

cc: Kent Thrasher, Fire Chief  
Nicole Morales, Administrative Clerk  
Drew Corbett, City Manager, City of San Mateo



# STAFF REPORT

**To:** San Mateo Consolidated Fire Department Board of Directors

**From:** Kent Thrasher, Fire Chief

**Meeting Date:** September 13, 2022

**Subject:** **The San Mateo County Firefighters, International Association of Firefighters Local 2400  
– Memorandum of Understanding Amendment**

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## **RECOMMENDATION**

Adopt a resolution to amend the Memorandum of Understanding (MOU) with the San Mateo County International Association of Firefighters' Local 2400 (Local 2400).

## **BACKGROUND**

Local 2400 represents approximately 131 employees of the San Mateo Consolidated Fire Department (SMC Fire).

The contract with this bargaining unit expired on June 30, 2022. Negotiations with Local 2400 concluded on September 2, 2022 and the membership subsequently voted in favor of ratifying the proposed changes for their MOU.

Consistent with direction provided by the Fire Board, negotiators for SMC Fire and the bargaining unit have reached agreement. These agreements include:

Term: The contract will be for a period of three years, expiring on June 30, 2025.

Salary: The bargaining unit will receive 4.5% salary increase effective September 4, 2022, 3.5% increase effective July 9, 2023, and a 3.0% increase effective July 7, 2024. Additionally, prior to those salary increases, each step of the annual salary range for Fire Captain will increase by \$1,500 effective July 9, 2023 and \$1,500 effective July 7, 2024.

Medical Benefits: Department will contribute up to agreed upon monthly amount for CalPERS health coverage, which includes an annual 6% accelerator.

ALS Program: Effective September 4, 2022, Department will adjust primary and secondary paramedic pay differentials as outlined.

Fire Prevention Differential: Effective September 4, 2022, Fire Prevention staff that meet the qualifications to be classified as a Fire Inspector II and/or are ICC certified are eligible for a 2.5% pay differential, and those that are State Fire Training Examiners will also receive a 2.5% pay differential.

Compensatory Time: Employees will be able to accumulate compensatory time in lieu of overtime pay.

Other: There are language changes relating to departmental operations and housekeeping language that amend some of the terms and conditions of the contract.

**FISCAL IMPACT**

The estimated budget impact for the changes to the Local 2400 MOU is approximately \$270,000. The operating budget will be reviewed mid-year to determine if a supplemental budget appropriation is required. If required, the supplemental budget appropriation would come from fund balance of SMC Fire's General Fund and should not require additional operating contributions from the member agencies.

**ATTACHMENTS**

- A. Resolution
- B. Tentative Agreements

**RESOLUTION NO. RES-2022-035**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO  
CONSOLIDATED FIRE DEPARTMENT TO AMEND THE MEMORANDUM OF  
UNDERSTANDING WITH THE SAN MATEO COUNTY FIREFIGHTERS'  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2400**

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WHEREAS, the San Mateo County International Association of Firefighters Local 2400 (“Local 2400”) represents approximately 131 employees of the San Mateo Consolidated Fire Department (“Department”); and

WHEREAS, due to the expiration of a prior Memorandum of Understanding (“MOU”) between Local 2400 and Department, negotiations were held to amend the MOU in various ways;

WHEREAS, the parties have met and conferred, and have concluded to amend the MOU; and,

WHEREAS, the amendments to the MOU (the “Amendments”) are attached as Attachment B and incorporated herein; and,

WHEREAS, the Amendments are related to salary, term, and other compensation; and,

WHEREAS, Local 2400 has ratified the Amendments to the MOU; and,

WHEREAS, the Amended MOU will be for a period of three years, expiring on June 30, 2025; and,

WHEREAS, the operating budget will be reviewed mid-year to determine if supplemental budget appropriations are required; and,

WHEREAS, if supplemental budget appropriation is required, it would come from SMC Fire’s general fund balance and should not require member contributions.

NOW, THEREFORE, the Board of Directors of the San Mateo Consolidated Fire Department resolves as follows:

1. Approve the amendments to the Memorandum of Understanding for the San Mateo County Firefighters International Association of Firefighters’ Local 2400 Union, set forth in the Tentative Agreements attached as Attachment B.

\*\*\*

PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 13<sup>th</sup> day of September 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

\_\_\_\_\_  
Acting Board Secretary

\_\_\_\_\_  
Board President

APPROVED AS TO FORM:

\_\_\_\_\_  
William D. Ross, General Counsel

<b>Union Proposal 13</b>	
<b>Article 2.6- Union Time Bank</b>	<b>Page(s): 2-3</b>

**2.6 Union Time Bank**

Upon request of the Local 2400, the Department shall create a Union time bank. Employees may utilize the Union Time Bank for attending Union/SMCFDFFA sponsored ~~trainings or Union sponsored meetings~~ meetings, training, and events.

Local 2400 shall provide the Fire Chief or designee by April 1, of each year the specific amount that the employee shall contribute, under no circumstances shall the designated contribution exceed 2 hours per year. The employee's contribution shall come from their earned vacation balances in the first full payroll period in July of each year to the Union Time Bank. An employee may contribute additional accrued vacation balance. Additional contributions must be made in one (1) hour increments and are irrevocable.

All requests for use of the Union Time Bank shall be submitted to the District Vice President or his/her designee. The District Vice President or his/her designee shall submit release time requests in accordance with the Departments backfill procedures. All withdrawals from the Union Time Bank shall be done on an hourly basis. Tracking of deposits shall be done on an hourly ~~basics basis and~~ withdrawals done on an hourly basics.

The Department shall develop a system to account for the Union Time Bank. The Department shall provide quarterly statements to the District Vice President of the San Mateo Consolidated Firefighters Association IAFF Local 2400, which shall include:

- An accounting of all hourly deposits
- An accounting of all hourly withdrawals
- The current hour balance of the Union Time Bank

T/A

Union: *See Memorandum* Date: *6-7-2022*

Department: *CTF* Date: *6-8-22*

**2022 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BETWEEN THE  
SAN MATEO CONSOLIDATED FIRE DEPARTMENT ("Department")  
AND THE  
SAN MATEO COUNTY FIREFIGHTERS  
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS ("Union")**

**Purpose:** 1) Extend probationary period to eighteen (18) months for all positions to allow a full six (6) months of training in fire inspection, building construction / inspection, and fire investigation.

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**Article 3 Probationary Period**

**3.1 Probationary Period**

The probationary period shall relate to the length of time it requires for an employee to become proficient in the particular position and for the ~~appointment~~ appointing authority to adequately judge the proficiency. The probationary period for all positions shall be ~~twelve (12) eighteen (18) months, except as noted in Section 3.2 below.~~

**3.2 Firefighter-Engineer**

The probationary period for a Firefighter-Engineer's position shall also be eighteen (18) months, consisting of twelve (12) months of extensive training as a Firefighter, and finally six (6) months of apparatus operator training based on the State Fire Marshal Apparatus Operator 1A & 1B curriculum (or equivalency as approved by Training Chief). Upon satisfactory completion of the Firefighter portion of the training, the probationary Firefighter-Engineer shall be eligible for regularly scheduled salary step increases (except as outlined in Article 20, c). Failure to successfully complete either portion of training shall be cause for dismissal. Firefighter-Engineer probationary period shall be eighteen (18) months from the successful completion of the Fire Academy.

**3.3 Probationary Period Extension**

If an individual is hired with special requirements (as detailed in the letter offering employment) the individual must meet the conditions contained in the offer letter in order to complete their probationary period. The Department may extend an employee's probationary period up to six (6) months in order for the employee to meet the special requirements contained in their offer letter.

**3.4 Promotional Position**

The probationary period for a promotional position shall be twelve (12) months.

DEPARTMENT PROPOSAL#: 21

TO UNION: May 16, 2022

TENTATIVE AGREEMENT

For the Department:

For the Union:

*Chuck Fleisher*  
CHUCK FLEISHER

*[Signature]*

Date: 9-9-22

Date: 9-9-2022

Legend:  
May 16, 2022 – To Union

DEPARTMENT  
PROPOSAL#:

2

TO UNION: April 4, 2022

2022 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BETWEEN THE  
SAN MATEO CONSOLIDATED FIRE DEPARTMENT ("Department")  
AND THE  
SAN MATEO COUNTY FIREFIGHTERS  
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS ("Union")

- Purpose:
- 1) Remove "permanent" reference to personnel records;
  - 2) Replace "Department Head" with Fire Chief.

**Article 4 Personnel Files**

Employees (or his/her representative on the presentation of written authorization signed by the employee) may, by appointment, review and have a right to receive a copy of their individual personnel files maintained by the Fire Department Administration. Written reprimands and warnings shall be maintained in such files only in the event a copy of the document has been submitted to the employee.

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

The Department shall provide an opportunity for the employee to respond in writing and personal interview, to any information about which he/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 their ~~permanent~~ personnel record. No disciplinary information shall be placed in a personnel file without the knowledge of the employee, preferably with employee's signature and date.

Letters of reprimand/warning shall be removed from an employee's official personnel file, and any other file used by the employer for any personnel purpose, after one (1) year upon the written request of the employee and approval by the ~~department head~~ Fire Chief.

**TENTATIVE AGREEMENT**

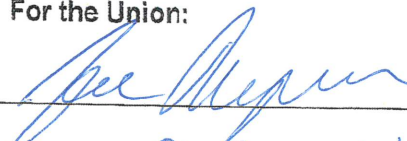
For the Department:



Date:

5-27-22

For the Union:



Date:

9-9-2022

**Legend:**

April 4, 2022 – To Union

<b>Union Proposal 25</b>	
<b>Article 5- Release of Information</b>	<b>Page(s): 4</b>

**Article 5- Release of Information**

Unless required by court process, information requested by creditors or other persons outside the department concerning employees will be limited to verification of employment, length of employment and confirmation of salary information (if the person inquiring first states the correct salary to the Fire Department). Release of more specific information may be authorized by the employee in writing, signed by the employee.

T/A

Union: *See Signature* Date: 6-7-2022

Department: *CAFD IV* Date: 6-8-22

## Union Proposal 17

Article 6- Performance Evaluations

Page(s): 3-4

### Article 6 Performance Evaluations

The Local 2400 District Vice President, Association President, and Association Vice President ~~employed by the Fire Department~~ shall serve on a committee with the Fire Chief's designee and two representatives of Fire Management with the goal of establishing a performance evaluation form as needed when changes to the performance evaluation system are desired by management. All recommendations of this committee shall be submitted within the time frames requested to the Fire Chief, who shall evaluate them and determine whether or not to implement them.

T/A

Union:

Joe Meyer

Date:

6-7-2022

Department:

CTFD

Date:

6-8-22

<b>Union Proposal 19</b>	
<b>Article 13- Promotions/ Certifications</b>	<b>Page(s): 7-8</b>

**Article 13 Promotions / Certifications**

Promotional examinations shall be conducted on order of the Fire Chief or his/her designee whenever practical and consistent with the best interest of the service. Employees are encouraged to prepare for, and compete in, promotional examinations. Only candidates who meet the requirements set forth in the promotional announcement and Section 13.2 may compete in promotional examinations.

**13.1 Minimum Qualifications**

Any employee within the firefighter/engineer classification in order to participate in the Captain's promotional testing process must meet the following:

- Must have a minimum of 6 years of tenure (a combination of service with San Mateo, Foster City, Belmont and/or the JPA) in the Firefighter/Engineer classification.
- Must have completed and maintained all training and certifications (including task books) to be recognized as an acting captain by the Department.

These qualifications must be attained prior to the close of the application period for the promotional examination process to be eligible to participate in the promotional examination.

**13.2 Promotions for Fire Captain will be restricted to:**

Regular employees who meet the requirements set forth in the promotional announcement.

The Fire Captain promotional examination will include elements that evaluate the candidate's ability to perform the duties of the higher position and to evaluate the skill and experience pertinent to the Fire Department. Prior to the testing process, labor will provide a representative to meet with the Chief (or designee) to review the structure of the testing process as described in the MOU. This review does not suggest a need for approval from labor prior to proceeding with the process. It is meant to help avoid complaints that the structure of the testing process was inconsistent with the language in the MOU. The Fire Captain's promotional process shall consist of the following components:

a. **Written Examination:** A written examination will be administered to all qualifying applicants. The instrument will be used to qualify candidates based on a minimum passing grade of seventy percent (70%). Successful candidates will proceed on to the assessment phase. Individual test scores will account for fifteen (15%) of the final score.

b. **Assessment Components:** (seventy percent (70%) of the final score.) There shall be an assessment component used to rank individuals on a hiring list. Each

individual segment weight shall be predetermined and disclosed on the official job announcement. Candidates shall be assessed as to their ability to effectively function within a participative management structure during this phase of the examination. The assessment component, among other things, will include a tactical exercise. A minimum passing score of seventy percent (70%) is required.

c. Staff Review: (fifteen percent (15%) of the final score) The DVPs' shall select 5 Fire Department staff (supervisors/line personnel) who represent all portions of the organization, who will evaluate applicants in a structured process. A minimum passing score of seventy percent (70%) is required.

d. Applicants will be required to successfully complete all phases of the promotional examination to secure a position on the hiring list. The Fire Chief shall have the rule of three (3) (number of promotions plus two(2)), plus any ties when considering applicants for promotion.

If the Fire Chief chooses to deviate from the order of the list, and the passed over employee requests an explanation, the Fire Chief will meet in a timely fashion with the employee and provide an explanation.

If there is a minimum of three qualified applicants within the Department, the Department will conduct an internal promotional exam.

T/A

Union:

Joe Nguyen

Date:

6-7-2022

Department:

CRFD IV

Date:

6-8-22

DEPARTMENT  
PROPOSAL#:

3

TO UNION: April 4, 2022

2022 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BETWEEN THE  
SAN MATEO CONSOLIDATED FIRE DEPARTMENT ("Department")  
AND THE  
SAN MATEO COUNTY FIREFIGHTERS  
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS ("Union")

**Purpose:** Remove reference to nonexistent "section e. below";  
Cleanup of Captains promoted on the same day language;

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**Article 14 Seniority for Other Than Layoffs**

The Department shall keep an up-to-date seniority list of all employees covered by this agreement and post the seniority list in a conspicuous place. The posted list will show the date of hire and/or promotion date for Captains, for each employee if the dates are different.

Date of hire shall be based on the employee's starting date in the Department (~~except as noted in e. below~~).

If more than one firefighter has the same entry date, the following criteria in order will be used to establish seniority:

1. Lateral firefighters will be placed on the seniority list by order of their ranking in the hiring process, following the Chief's interview.
2. Entry level firefighters will be placed on the seniority list by order of their ranking in the hiring process, following the Chief's interview.

Promotion date will be based on an employee's date of promotion to Captain and is not subject to adjustment for any leaves without pay. The entry date and promotional date shall only be used to determine seniority for internal Fire Department procedures where selection is based on seniority such as annual vacation and station/platoon selections. When more than one captain is promoted on the same day, the order of their ranking in the hiring process, following the Chief's interview shall determine placement on the seniority list.

This provision is for the convenience of the parties and in case of any disputes concerning the accuracy of the posted list, the grievance procedure may be utilized (up to and including Step 2 of the grievance procedure); however, such grievance must be filed within thirty (30) days after the posting of the seniority listing.

Appendix B is the initial seniority for the combination of Belmont Fire Protection District, City of San Mateo Fire Department and City of Foster City/Estero Municipal Improvement District.

DEPARTMENT  
PROPOSAL#:

3

TO UNION:

April 4, 2022

TENTATIVE AGREEMENT

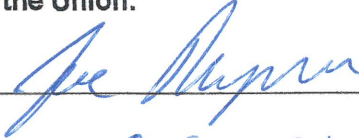
For the Department:



Date:

5-27-22

For the Union:



Date:

9-9-2021

Legend:

April 4, 2022 – To Union

**Article 17 EMT / Fire Prevention (Educational Incentive Pay)**

**17.1 Emergency Medical Technician**

The possession of an Emergency Medical Technician Certificate will enhance ability to serve the community. This enhancement creates additional job responsibilities for the employees. The Department shall provide the continuous opportunity for all employees covered by this MOU to become EMT certified and re-certified, as necessary, while on duty.

a. EMT Incentive Pay

- 1) Employees that earn an Emergency Medical Technician Certificate shall receive incentive pay of five percent (5%) of base salary per month. The Department will continue to report EMT Pay at five percent (5%) as PERS-able income. EMT pay will be considered as part of base pay for purposes of calculations for overtime.

**17.2 ~~Deputy Fire Marshal~~ Fire Prevention Incentive Pay (Educational Incentive Pay)**

This is Special Compensation is paid to Deputy Fire Marshals and Fire Inspectors covered by this MOU for completing education courses and certificates which enhance their ability to do their job. For ~~the Deputy Fire Marshal~~ Fire Prevention employees possessing State Certification as a Fire Inspector II or have Attained an ICC certification in the Uniform Fire Code, the Department will provide a two and one-half percent (2.5%) differential.

~~The Deputy Fire Marshal~~ Fire Prevention employees must complete twenty-four (24) hours of continuing education in the California Fire Code or fire prevention field every twenty four (24) months to maintain the certification. ~~The department shall schedule the classes while the employee is on duty.~~ Employees will be allowed to attend training classes on duty.

Fire Prevention employees who attain a State Fire Training Plan Examiner Certification shall receive a two and one-half percent (2.5%) differential.

T/A —  
CASH  
CAROL FLESHETZ  
9-9-22

Joe Ripenza  
Joe Ripenza  
9-9-2022

DEPARTMENT  
PROPOSAL#:

6

TO UNION: May 2, 2022

2022 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BETWEEN THE  
SAN MATEO CONSOLIDATED FIRE DEPARTMENT ("Department")  
AND THE  
SAN MATEO COUNTY FIREFIGHTERS  
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS ("Union")

Purpose: 1) Cleanup to associate salary delays to performance improvement plan objectives.

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**Article 19 Salary Advancement**

Salary advancements to succeeding steps within an established range shall be based on merit and normally be granted at intervals of twenty-six (26) pay periods except as stated in a through d below.

- a. An employee who is promoted shall have his/her salary adjusted to the first step of the salary range for the higher class that is at least four and one half per cent (4.5%) greater than the employee's salary and certification pays before promotion, except that under no circumstance shall the employee receive a salary that is greater than the maximum salary established for the class to which he/she is promoted.
- b. All employees who have been granted a military leave may upon their return to the Fire Department service, be entitled to the normal salary advancements within the range scale of the established wage schedule of their classifications that occurred during the period they were in the military service.
- c. The date of a scheduled salary increase may be advanced up to thirteen (13) pay periods, which shall be the new anniversary date for computation of salary adjustments, based on merit as evidenced by an evaluation of the ability of the employee to meet established standards in view of time in grade on the approval of the Fire Chief.
- d. The date of a scheduled salary increase may be delayed up to twenty-six (26) pay periods as evidenced by a written evaluation-performance improvement plan that details deficient performance and objectives to meet Department expectations. ~~of the ability of the employee to meet established standards.~~ Delay of step advancement may be reviewed by the Fire Chief or his/her designee, at employee request. Delay of step is not otherwise appealable or grievable under this MOU. The decision of the Fire Chief relative to delay of step shall be final.

**DEPARTMENT  
PROPOSAL#:**

6

**TO UNION:**

May 2, 2022

**TENTATIVE AGREEMENT**

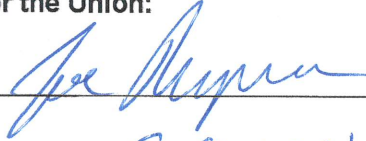
**For the Department:**



Date:

5-27-22

**For the Union:**



Date:

9-9-2022

**Legend:**

May 2, 2022 – To Union

2022 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BETWEEN THE  
SAN MATEO CONSOLIDATED FIRE DEPARTMENT ("Department")  
AND THE  
SAN MATEO COUNTY FIREFIGHTERS  
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS ("Union")

Purpose: 1)

**Article 22 Educational Incentive Pay**

**22.1 Eligibility**

The educational incentive program is open to all employees in the Fire Unit ~~classified as safety employees by the Public Employees' Retirement System. That are not on probationary status~~. The maximum amount of educational incentive payment to be provided shall be two hundred dollars (\$200) per month, paid biweekly.

**22.2 Qualifications**

~~The following qualifications must be met in order for a Firefighter-Engineer, Fire Captain, or Deputy Fire Marshal to receive education incentive payment.~~

Minimum qualifications for the one hundred fifty dollars (\$150) per month rate shall be any of the following:

- Associate of Arts Degree, ~~with a minimum of thirty (30) units.~~

or

- Officer Certification.

or

- ~~Sixty college level units, thirty (30) of the sixty (60) units may be~~

Minimum qualifications for the two hundred dollars (\$200) per month rate shall be any of the following:

- Bachelor's Degree, ~~and thirty (30) units.~~

or

- ~~Chief Officer Certificate issued by the State of California.~~

or

- ~~One hundred twenty (120) college level units, thirty (30) of the one hundred twenty (120) units must be.~~

DEPARTMENT  
PROPOSAL#:

7

TO UNION:

April 4, 2022

**22.3 General Provisions**

- a. Upon qualification an employee shall be entitled to educational incentive pay from the first full pay period of the month following the date of submittal and acceptance. Educational incentive pay will be paid on a biweekly basis.
- b. Evidence of satisfactory completion of qualifications for any step incentive as outlined in this section, shall be submitted to the ~~Fire-Chief's office~~ Human Resources Department and must consist of a grade "C" or better (if taken for a letter grade), or a "pass" (if taken for pass/fail).

**TENTATIVE AGREEMENT**

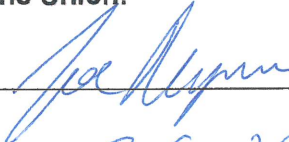
For the Department:

 CHUCK FLETCHER

Date:

9-9-22

For the Union:



Date:

9-9-2022

**Legend:**

April 4, 2022 – To Union

DEPARTMENT  
PROPOSAL#:

8

TO UNION:

April 4, 2022

2022 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BETWEEN THE  
SAN MATEO CONSOLIDATED FIRE DEPARTMENT ("Department")  
AND THE  
SAN MATEO COUNTY FIREFIGHTERS  
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS ("Union")

Purpose: 1) Replace "shall" with "may" when referencing proficiency examinations.

**Article 24 Bilingual Differential**

Effective January 13, 2019, the Department shall provide all employees who received bilingual differential as of December 31, 2018 at the rate of one hundred eighty-one dollars and ninety-six cents (\$181.96) per pay period. If an employee is off work for over 30 consecutive calendar days, he/she will not receive the bilingual differential for the remainder of the leave; this will not take effect if the employee is out on 4850 disability leave. No employees can qualify for bilingual differential after January 13, 2019.

In order to ensure that employees retain bilingual proficiency, a periodic requalification ~~shall~~ may be required, and shall be administered by the Fire Chief or his/her designee. In addition to English speaking skills, an individual must possess other speaking skills as deemed appropriate by the Fire Chief.

TENTATIVE AGREEMENT

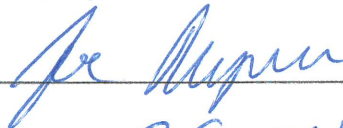
For the Department:



Date:

5-27-22

For the Union:



Date:

9-9-2022

**Legend:**

April 4, 2022 – To Union

<b>Union Proposal 4</b>	
<b>Article 26- ALS Program</b>	<b>Page(s): 14-16</b>

**Article 26 ALS Program**

**26.1 Assignment (Primary Paramedic)**

Once an employee has received an EMT-P license and is being used by the Fire Department as a primary paramedic, the employee will receive a differential equal to ten percent (10%) ~~of top step Firefighter/Engineer pay~~ *of their base pay.* ~~Firefighter Paramedics assigned as Primary Paramedics prior to September 4, 2022, will continue to receive the ten percent (10%) of top step firefighter pay differential.~~ In addition, employees receiving EMT-P/Paramedic Pay shall receive the EMT Pay of five percent (5%) in accordance with Article 17.1. The Department will pay the full agreed upon ALS differential for no fewer than forty-two (42) firefighter primary paramedics and no more than forty-eight (48) firefighter primary paramedics.

**26.2 Assignment (Secondary Paramedic)**

All employees who have received an EMT-P license and are able to be used by the Fire Department as a secondary paramedic, will receive a differential equal to five percent (5%) ~~of top step Firefighter/Engineer pay~~ *of their base pay.* In addition, secondary paramedics receiving EMT-P/Paramedic Pay shall receive the EMT Pay of five percent (5%) in accordance with Article 17.1.

Secondary Medics working as a stand-alone paramedic will receive a differential equal to ten percent (10%) of the ~~top step Firefighter/Engineer~~ *of their base pay* for all hours worked as a stand-alone paramedic, in lieu of receiving a differential equal to five percent (5%) of ~~top step Firefighter/Engineer pay~~ *of their base pay.*

**26.3 Leaving the ALS Program**

The minimum number of functioning San Mateo County accredited (stand-alone) paramedics required to operate our program is forty-two (42). Paramedics wishing to leave the Program shall submit their name in writing through their Battalion Chief to the Deputy Fire Chief of the Department by the 1st of August each year. Employees will be authorized to leave the program, based upon seniority, on September 1, effective at shift change the following calendar year. Employees leaving the program will no longer receive an ALS differential.

**26.4 Continuing Education**

Paramedic continuing education will be eligible to fulfill educational incentive requirements. The Department and the Union have collaboratively developed an in-service training program to provide continuing education to the Department Paramedics. The Department will maintain an in-service continuing education training program capable of maintaining State Paramedic License and San Mateo

*TA - CF*  
*113*

County accreditation requirements. The in-service training program will schedule at least 72 hours of classroom instruction every two-year cycle. Paramedics will receive CE pay equal to sixteen (16) hours over-time upon recertification every two years. The sixteen (16) hours of CE pay requires the paramedic to be responsible for completing classes and certification, whether in-service or outside training.

It is the intent of the Department to maintain the existing training practices and schedule. However, in the event that the in-service training program is unable to meet the need of the paramedic due to lack of educational opportunities, and at no fault of the paramedics will receive compensation equal to the cost of registration for needed classes and their overtime wage to attend the classes until the in-service program is able to meet those needs again. If at any time the current in-service CE training program is modified to the extent that the required CE hours and classes cannot be delivered as part of the in-service training, the Department shall meet and confer over the impacts with the Union.

### **26.5 Fire Captain Paramedics**

Fire Captain rank employees will be allowed to continue to serve the Department as a paramedic under the following guidelines;

- Shall not be pre-scheduled to work as a stand-alone paramedic for any duration on an engine. They may be assigned to work as stand-alone paramedic only when the Department has made every effort to avoid assigning them as a stand-alone paramedic.
- Shall be allowed to work as a stand-alone paramedic for up to 24 hours, if not enough *Firefighter* medics *are* on duty that day.
- Shall be allowed to act as a mentor/Field Training Officer (FTO) for newly accredited paramedics.
- Will assist firefighter/paramedics with treatment of patients on all incidents as needed.
- Will assume role of a treating paramedic as necessary on incidents where multiple patients are present.
- Will assist with patient care report writing

Fire Captains under this section criteria shall receive secondary paramedic compensation in accordance with Section 26.2.

~~Fire Captains assigned as the primary paramedics on the Aerial Truck, shall receive a differential equal to ten percent (10%) of the top step Firefighter/Engineer for all hours worked as a stand-alone paramedic, in lieu of receiving secondary paramedic compensation.~~

### **26.6 Classic Medics - Captains Paramedics**

Classic Captains Paramedics as listed in Appendix B shall receive a paramedic differential equal to ten percent (10%) of the top step base pay of the

T/A of  
2/3

Firefighter/Engineer classification and will continue to receive that differential until they leave the ALS program. They will be referred to as 'Classic Medics'.

- Shall not be pre-scheduled to work as a stand-alone paramedic for any duration on an engine. They may be assigned to work as stand-alone paramedic only when the Department has made every effort to avoid assigning them as a stand-alone paramedic.
- Shall be allowed to work as a stand-alone paramedic for up to 24 hours, if not enough *firefighter* medics *are* on duty that day.
- Shall be allowed to act as a mentor/Field Training Officer (FTO) for newly accredited paramedics.
- Will assist firefighter/paramedics with treatment of patients on all incidents as needed.
- Will assume role of a treating paramedic as necessary on incidents where multiple patients are present.
- Will assist with patient care report writing

TA—  
CJH  
9-9-22

Joe Nypen  
9-9-2022

<b>Union Proposal 9</b>	
<b>Article 27- Hours of Work</b>	<b>Page(s): 16-17</b>

**Article 27 Hours of Work**

The regular workweek for employees occupying full-time positions in classifications other than for personnel assigned to fifty-six (56) hours per week shall consist of eighty (80) hours in each two-week pay period. In this Agreement, the term "Forty-hour employee" or references to forty (40) hour employees shall include personnel assigned to an eighty (80) hour schedule in each two (2) week pay period. The typical work week for a "forty-hour employee" is five (5) consecutive days of eight (8) hours per day beginning at 8:00 am. Alternate work schedules and starting times may be provided with the approval of the Fire Chief or his/her designee. Thus, vacation accruals and sick leave, for example, shall be governed by rules applicable to forty (40)-hour employees.

- a. Nothing in this section shall require an employee to accept compensatory time off in lieu of overtime pay for overtime hours worked.
- b. No employee shall be permitted to work more than ~~ninety-six (96)~~ *three hundred and thirty-six (336) cumulative* hours ~~in succession~~ without a minimum break period of twenty-four (24) consecutive hours. ~~except to prevent mandatory overtime or under emergency conditions declared by the Fire Chief or designee~~
- c. The regular workweek for employees working suppression duty in the classifications of FirefighterEngineer and Captain shall be fifty-six (56) hours. A normal work schedule shall consist of two (2) consecutive twenty-four (24) hour shifts for a total of forty-eight (48) hours, followed by ninety-six (96) consecutive hours off within a six-day cycle, the subject to other provisions outlined in this section.

A typical work period shall be twenty-four (24) days containing four (4) such six (6)-day cycles in accordance with the following chart:

XXOOOXXOOOXXOOOXXOOO

X= 24HOUR DAY WORK DAY  
O= 24HOUR OFF-DUTY DAY

The regular workday for Firefighters/Engineer and Fire Captains who are assigned to suppression duties shall commence at 8:00 am and end at 8:00 am the next day for a total period of 24 consecutive hours.

The Fire Department shall have the right to modify the starting/stopping dates of the work period for Firefighter-Engineers and Captains as different work or shift assignments are made in order to minimize overtime under FLSA, or to accommodate the Christmas Eve/Christmas Day alternative schedule.

December 2023:

B Platoon will work December 22 and December 24

A Platoon will work December 23 and December 25

December 2024:

B Platoon will work December 22 and December 24

A Platoon will work December 23 and December 25

December 2025

No Changes

December 2026:

C Platoon will work December 22 and December 24

B Platoon will work December 23 and December 25

T/A

Union: *Spec Agreement* Date: *6-7-2022*

Department: *CFAA-10* Date: *6-8-22*

2022 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BETWEEN THE  
SAN MATEO CONSOLIDATED FIRE DEPARTMENT ("Department")  
AND THE  
SAN MATEO COUNTY FIREFIGHTERS  
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS ("Union")

- Purpose:
- 1) Cleanup to add clarifying language.
  - 2) Add a new subsection 28.4 to incorporate the 1-13-22 side letter agreement regarding the 40-hour Training Captain position.
  - 3) Change existing 5.25% differential to 10%.

**28.3 Forty (40)-Hour Assignments**

Assignments to Fire Prevention or Training shall be on ~~eighty (80) hours in each two-week pay period schedule; these to Training shall be on a~~ forty (40) ~~or fifty-six (56)-hour~~ work week in accordance with the schedules set forth in this Agreement. No more than a total of four (4) Captains and/or Firefighter-Engineers shall be on forty (40)-hour assignments at any one time, with the exception of ~~excepting therefrom~~ light duty assignments.

**28.4 Training Captain**

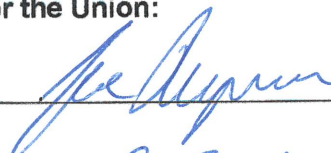
Captains assigned to the Training Unit shall maintain eligibility for all current applicable incentives (HM, EMT.) as well as receive Paramedic Incentive at the Primary Paramedic rate for current paramedic Certification. Training Captains will also receive a Training Premium of ten percent (10%) of base pay, and also will be provided a Department vehicle and fuel card. All accruals will also be converted to the appropriate 40-hour rates.

**TENTATIVE AGREEMENT**

For the Department:

For the Union:

 CHUCK FRESHET



Date:

9-8-22

Date:

9-9-2022

## Union Proposal 10

Article 29- Trades Exchange of On-Duty Time

Page(s): 18

### Trades Exchange of On-Duty Time

- a. Members may be permitted to trade work shifts when entered into the designated computer system (currently Telestaff).
- b. Members may be permitted unlimited trades. The Battalion Chief may deny excessive trades based on the impact of either party's ability to adequately participate in shift activities. Any denial of a trade request shall include a written explanation as well as any action an employee may take to get the trade approved if any such alternative exists.
- c. No trades will be permitted that would require any employee to work more than ~~ninety-six (96)~~ *three hundred and thirty-six (336)* cumulative hours in succession. Minimum break time must be twenty-four (24) hours.
- d. Probationary personnel shall be allowed to work trades with permanent employees with the understanding that this may displace the junior operator on duty that day.
- e. Denial of a trade can be appealed through the grievance procedure up to and including Step 2 only; however, if the grievance cannot be finalized prior to the date of the requested trade, resolution of the grievance is limited to the employee's desire to avoid situations in the future.
- f. The person requesting the trade shall work with the Battalion Chief and Training Chief to make up any required training that is missed, and shall be responsible for any mistakes or misunderstanding related to the trade. Telestaff documentation of the authorized trade shall be used to decide any discrepancies.
- g. The person agreeing to work, and for any reason does not show up for work at the designated time, will be charged appropriate sick leave or some other type of leave as may be appropriate for the circumstances. That employee may also be subject to any personnel action deemed

necessary and appropriate, as though the person has missed one of their own shifts.

- h. Employees on Workers' Comp Leave (Disability) will not be allowed to trade a shift until they have worked at least one of their own regularly scheduled shifts.

T/A

Union: See Memo Date: 6-7-2022

Department: CJMSA Date: 6-8-22

2022 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BETWEEN THE  
SAN MATEO CONSOLIDATED FIRE DEPARTMENT ("Department")  
AND THE  
SAN MATEO COUNTY FIREFIGHTERS  
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS ("Union")

Purpose: 1) Cleanup to reflect 96 hour and 336 hour maximums as previously agreed to.

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**30.2.3 Mandatory Overtime Staffing Procedure**

- a. When the voluntary system (outlined above) fails to provide enough volunteers, the Battalion Chief shall implement the following mandatory staffing procedure.
- b. Every attempt shall be made to avoid mandating **ANYONE** to work within the requirements of the staffing rules.
- c. When the Battalion Chief or designee has completed the attempt to contact any available volunteer, the mandatory overtime mode is initiated. If the shift being filled for is a designated holiday identified in the Holiday Mandatory Overtime Staffing Procedure Section 30.2.4 a. of this procedure, the holiday mandatory overtime system shall be followed. No employee can be ordered to work mandatory overtime out of their job classification. The principle of rank for rank will be used when mandating overtime. This provision does not apply to employees assigned on an interim basis as Acting Battalion Chief or Acting Fire Captain. The Battalion Chief or their designee will follow the staffing rules for mandatory overtime.
- d. Employees mandated to work overtime are responsible to work the assigned shift unless they are able to find another qualified employee, of any rank, to work in their place. The replacement employee shall have the hours worked added to their total overtime hours in the computer program. Mandated employees who find their own replacement shall be exempt from any additional occurring mandatory overtime for that date. Mandated employees who actually work four or more hours of mandatory overtime shall have their name moved to the bottom of the mandatory overtime list.
- e. A mandatory overtime list shall be maintained in the computer program, that determines the order in which the employees will be mandated (by reverse seniority and most recent hours) to work overtime. The mandatory list is located in the computer staffing program (Telestaff) for use when mandatory overtime is required.
- f. No employee will be mandated to work overtime if they are on an approved vacation of 12 hours or greater prior to, or their next regular duty day following the mandated shift. No employee can be mandated to work overtime, or their regular duty shift, if the order would require that employee to work more than ~~72~~ 96 hours without a 24 consecutive hour break. Employees exercising the vacation exemption from mandatory overtime must utilize the leave.

DEPARTMENT  
PROPOSAL#:

22

TO UNION: June 8, 2022

- g. No employee shall be mandated to work beyond ~~seventy-two (72)~~ ninety six (96) hours without a break of twenty-four (24) consecutive hours except on a voluntary basis to avoid mandatory overtime hiring or under emergency conditions declared by the Fire Chief or designee. Employees volunteering to work beyond ninety-six (96) hours will be responsible to work their regular scheduled shifts and shall not be allowed to work beyond a maximum ~~one hundred twenty (120)~~ three hundred thirty six (336) hours without a minimum break of twenty-four (24) consecutive hours. Due regard shall be given to employee safety and mental health.

TENTATIVE AGREEMENT

For the Department:

*C. J. Flesher* CINDY FLESHER

Date:

9-8-22

For the Union:

*[Signature]*

Date:

9-9-2022

Legend:

June 8 2022 – To Union

<b>Union Proposal 5</b>	
<b>Article 31- Comp Time</b>	<b>Page(s): 27</b>

**Article 31 Comp Time**

**56 hr. work week employees**

Employees assigned to a fifty-six (56) hr. work week schedule can request Compensatory Time in lieu of overtime pay while working overtime. Compensatory Time shall be earned at the overtime rate of one and one half (1.5) hrs. for every one (1) hr. of overtime worked. The maximum accrual balance shall be seventy-two (72) hrs. per employee, at which point the employee will receive overtime pay for overtime hours worked. Once an employees' Compensatory Time balance falls below 72 hrs., they will then become eligible for Compensatory Time accrual again.

Comp Time shall be scheduled similarly to vacation time, in 12hr. or 24hr. periods, beginning or ending at 0800 hrs. Comp Time shall count as one of the eight (8) daily available vacation spots, but shall not be scheduled during the annual Station/Vacation Selection process. Employees may cancel scheduled Comp Time a minimum of forty (40) hrs. in advance.

**40 hr. work week employees**

Upon an employee's request, the Fire Chief or his/her designee may approve at his/her discretion, compensatory time off for forty (40)-hour-per-week employees at the rate of time-and-one-half (1 ½ in lieu of cash for overtime worked), up to a maximum of forty (40) hours for forty (40) hour-per-workweek employees. The employee may utilize his/her accrued compensatory time just as he/she would any other paid time off. ~~CTO is not available for accrual or use for fifty six hour work week employees.~~

**All employees**

In the first pay period of every April, employees will be paid for any Compensatory Time balance ~~of hours in excess of~~ of more than twenty (20) hrs. for forty (40) hour-per-workweek employees and thirty six (36) hrs. for fifty six (56) hrs. per week employees. Case by case exceptions to this April pay-down provision may be ~~waived~~ granted on a limited basis at the sole discretion of the Fire Chief or his/her designee. Such determinations are not subject to grievance or appeal.

T/A —  
 C. F. FLEISHER  
 9-9-22

T/A  
 Joe Ripera  
 9-9-2022

DEPARTMENT  
PROPOSAL#:

13

TO UNION: April 4, 2022

2022 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BETWEEN THE  
SAN MATEO CONSOLIDATED FIRE DEPARTMENT ("Department")  
AND THE  
SAN MATEO COUNTY FIREFIGHTERS  
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS ("Union")

Purpose: 1) Identify which June and November pay periods the cash payment is to occur.

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**34.8 Vacation Sellback**

56 Hour employees - In addition to the Department's right to pay employees who reach their maximum accrual, all 56 hour work week employees shall have the option to **make an irrevocable election** to receive cash payment for up to one hundred and forty four (144) hours of accrued vacation time each calendar year.

Requests must be received by Payroll no later than December 31 for the following year elections. No employee can elect to sell back more than their annual vacation accrual. An employee must have the designated number of accumulated vacation available for sell back at the designated time frame. Employees may receive a cash payment for up to 72 hours of accumulated vacation during the first pay period in June of each year and the employee may receive a cash payment for up to 72 hours of accumulated vacation during the first pay period in November of each year for a maximum of 144 hours.

40 Work employees - In addition to the Department's right to pay employees who reach their maximum accrual, all 40 hour work week employees shall have the option to **make an irrevocable election** to receive cash payment for up to eight (80) hours of accrued vacation time each calendar year.

Requests must be received by Payroll no later than December 31 for the following year elections. No employee can elect to sell back more than their annual vacation accrual. An employee must have the designated number of accumulated vacation available for sell back at the designated time frame. Employees may receive a cash payment for up to 40 hours of accumulated vacation during the first pay period in June of each year and the employee may receive a cash payment for up to 40 hours of accumulated vacation during the first pay period in November of each year for a maximum of 80 hours.

DEPARTMENT PROPOSAL#: 13

TO UNION: April 4, 2022

TENTATIVE AGREEMENT

For the Department:

For the Union:

*CHUCK FLESHER*

*Joe Ripstein*

Date: 9-9-22

Date: 9-9-2022

Legend:

April 4, 2022 – To Union

DEPARTMENT  
PROPOSAL#:

14

TO UNION:

April 4, 2022

2022 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BETWEEN THE  
SAN MATEO CONSOLIDATED FIRE DEPARTMENT ("Department")  
AND THE  
SAN MATEO COUNTY FIREFIGHTERS  
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS ("Union")

Purpose: 1) Rewrite to comply with Article 37.6.  
2) See also additional proposal to create a new "Separation Pays" Article (Article 39)

**34.9 Vacation Allowance for Terminated Employees**

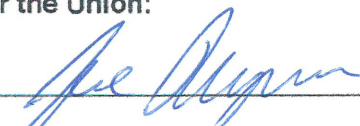
Employees who terminate with the Department shall ~~be paid the straight time salary equivalent in a lump sum for receive~~ all accrued vacation leave earned in accordance with Article 39. Separation Pays.

TENTATIVE AGREEMENT

For the Department:

For the Union:

 CHUCK FISHER



Date:

9-9-22

Date:

9-9-2022

Legend:

April 4, 2022 – To Union

DEPARTMENT  
COUNTER#:

4

TO UNION: July 19, 2022

2022 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BETWEEN THE  
SAN MATEO CONSOLIDATED FIRE DEPARTMENT ("Department")  
AND THE  
SAN MATEO COUNTY FIREFIGHTERS  
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS ("Union")

**Purpose:** 1) Department counter proposal to Union # 21 (Benefits)  
2) Agreement to continue six percent (6%) accelerator for employer contributions, but round to nearest dollar amount.

**37.2 Flexible Benefits Plan**

The Department shall contribute up to the amounts listed below (inclusive of the \$160 maximum Department contribution or CalPERS MEC whichever is greater, towards group medical insurance or No Plan) per month towards the flexible benefit plan.

	Effective January 2019 <u>2023</u>	Effective January 2020 <u>2024</u>	Effective January 2021 <u>2025</u>	Effective January 2022
No Plan	\$380	\$380	\$380	\$380
Employee Only	<u>\$827</u> \$1,044	<u>\$876</u> \$1,107	<u>\$929</u> \$1,173	\$985
Employee +1	<u>\$1,654</u> \$2,087	<u>\$1,753</u> \$2,212	<u>\$1,858</u> \$2,345	\$1,969
Family	<u>\$2,152</u> \$2,717	<u>\$2,281</u> \$2,880	<u>\$2,418</u> \$3,052	\$2,563

No Plan Eligibility - If an employee is eligible for alternative group medical insurance through a spouse or domestic partner's employer-sponsored medical plan, or through a parent's insurance, the employee may waive the Department's medical insurance coverage and select such alternate plan. Proof of such alternate coverage is required prior to waiving coverage through the Department plan. If an employee selects the No Plan option the JPA contribution shall be deposited to the employees deferred compensation account.

If the full MOU negotiations between the JPA and Local 2400 are not settled prior to November 30, 2022, the fix dollar amounts in the Monthly Flexibly Benefit Contribution shall increase by 6.0%.

Local 2400 may provide the Department with written notice, by August 1, of any year, to reopen and meet and confer regarding Section 37.2 Flexible Benefit Plan contributions if the fix dollar amount above, requires an employee who selects Kaiser to make a contribution that exceeds 10% of the monthly premium for Kaiser (at employee only, employee + 1 or Family).

- o If Local 2400 reopens this Section, an employee who selects Kaiser shall not contribute more than 10% of the Kaiser premium unless the parties mutually agree

DEPARTMENT  
COUNTER#:

4

TO UNION: July 19, 2022

to an amount that requires an employee contribution to exceed 10% or the Kaiser rate.

If an employee selects a plan, whose monthly premium exceeds the amounts listed above, the employee will be responsible for payment of the month premium that exceeds the amounts listed above through payroll deduction.

During the term of this MOU, the maximum monthly out of pocket premium payment of an employee who selects Kaiser will not exceed 10% of the monthly premium for Kaiser at the level selected (employee only, employee + 1 or Family).

If the Kaiser monthly premium exceeds the negotiated flat dollar monthly contribution above, and an employee selects a plan whose monthly premium is less than the Kaiser premium, then the employee's maximum contribution shall be up to 10% of the selected plan's monthly premium. For example: if the Departments contribution is \$2,100 per month and the employee selects a plan whose cost is \$2,500 a month the employee contribution will be \$400 per month. If the Departments contribution is \$2,100 per month, but Kaiser premium is \$3,000 per month then the employee maximum contribution would be \$300 per month or 10% of the Kaiser premium.

**TENTATIVE AGREEMENT**

For the Department:

CHUCK FLESHER

Date:

9-9-22

For the Union:

[Signature]

Date:

9-9-2022

**Legend:**

July 19, 2022 – To Union

DEPARTMENT  
PROPOSAL#:

16

TO UNION:

April 4, 2022

2022 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BETWEEN THE  
SAN MATEO CONSOLIDATED FIRE DEPARTMENT ("Department")  
AND THE  
SAN MATEO COUNTY FIREFIGHTERS  
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS ("Union")

Purpose: 1)

Article 39 Separation Pays

Any employee separating within the term of this contract will have all eligible accrued leave balances paid out into his/her Retirement Health Savings account in accordance with the Plan design.

TENTATIVE AGREEMENT

For the Department:

CHUCK FLESHER

Date:

9-9-22

For the Union:

[Signature]

Date:

9-9-2022

Legend:

April 4, 2022 – To Union

DEPARTMENT  
PROPOSAL#:

18

TO UNION:

April 4, 2022

2022 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BETWEEN THE  
SAN MATEO CONSOLIDATED FIRE DEPARTMENT ("Department")  
AND THE  
SAN MATEO COUNTY FIREFIGHTERS  
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS ("Union")

Purpose: 1) Remove references to Cities.

**Article 44 Layoff and Reinstatement**

**44.7 Termination Allowance**

All employees with one (1) year of continuous service with the ~~City of San Mateo, Foster City, City of Belmont or the~~ Department, whose employment is terminated because of layoff or death, shall be granted one (1) working day termination allowance at their basic pay rate for each year of completed service with the City of San Mateo, Foster City, City of Belmont or the Department, in addition to other compensation due them..

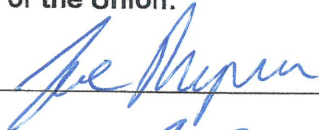
**TENTATIVE AGREEMENT**

For the Department:

  
\_\_\_\_\_

Date: 5-27-22

For the Union:

  
\_\_\_\_\_

Date: 8-9-2022

**Legend:**

April 4, 2022 – To Union

DEPARTMENT  
PROPOSAL#:

20

TO UNION:

April 4, 2022

2022 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BETWEEN THE  
SAN MATEO CONSOLIDATED FIRE DEPARTMENT ("Department")  
AND THE  
SAN MATEO COUNTY FIREFIGHTERS  
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS ("Union")

Purpose: 1) Updated to reflect current Classic Fire Captain/Paramedics.

APPENDIX B

SAN MATEO CONSOLIDATED FIRE DEPARTMENT  
CLASSIC FIRE CAPTAIN/PARAMEDICS

Greg Campbell	(Date of Promotion 10/23/1994)
Kevin McCullough	(Date of Promotion 1/29/1995)
<del>Jerry Neves</del>	<del>(Date of Promotion 3/8/1998)</del>
<del>Scott Lipperd</del>	<del>(Date of Promotion 1/14/2000)</del>
<del>Dave Eitel</del>	<del>(Date of Promotion 11/25/2004)</del>
Steve DiMauro	(Date of Promotion 10/28/2003)
Jason Emmett	(Date of Promotion 5/16/2007)
Paul Henretty	(Date of Promotion 4/20/2008)
Anthony Campana	(Date of Promotion 6/1/2008)
Gary Jacobs	(Date of Promotion 12/8/2008)
<del>Anthony Agresti</del>	<del>(Date of Promotion 6/27/2010)</del>
Casey Engler	(Date of Promotion 9/1/2011)
Trevor Kelly	(Date of Promotion 10/30/2012)
<del>Tony Blackman</del>	<del>(Date of Promotion 3/4/2013)</del>
Brian Banks	(Date of Promotion 8/1/2014)
<del>Eric Macintosh</del>	<del>(Date of Promotion 12/21/2015)</del>
Rob Aranda	(Date of Promotion 1/3/2016)

DEPARTMENT  
PROPOSAL#:

20

TO UNION:

April 4, 2022

TENTATIVE AGREEMENT

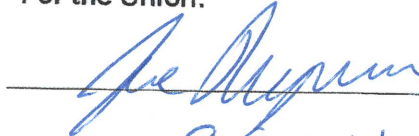
For the Department:

  
\_\_\_\_\_

Date:

5-27-22

For the Union:

  
\_\_\_\_\_

Date:

9-9-2022

Legend:

April 4, 2022 – To Union

<b>Union Proposal 24</b>	
<b>Appendix D- Platoon/Station/Vacation Selection</b>	<b>Page(s): 63</b>

**Appendix D**

**2022**

**Platoon/Station/Vacation Selection**

The Platoon/Station/Vacation sign-ups will be done using the following guidelines:

- The sign-ups will start Oct 1<sup>st</sup> of each year and the results will be posted by Dec. 15<sup>th</sup>. Employees will be given a two week prior notice to the sign-ups beginning by department email.
- Captains will sign up first, followed by Firefighter/Engineers. The Order of the selection process will be by seniority in rank.
- Each employee will be notified by email of their date and time for selection.
- Each employee will have a designated two-hour time frame to make their selections.
- The selection process shall commence at 8:00 am and conclude at 8:00 pm each day.
- If an employee fails to make their selection during their designated time, the selection process will move to the person next on the list. Employees who fail to make their selection during their assigned time will be able to make their selections after all other non-probationary employees have completed their selections. Exceptions to this for extreme circumstances can be approved by the SMCDFDA E-Board.

**Firefighter Paramedics**

- The number of stand-alone firefighter paramedics shall be balanced between the platoons. The total number of stand-alone paramedics shall be divided by three to determine the number of paramedic slots per platoon.
- Station selections shall provide for a minimum of one stand-alone paramedic firefighter for every Engine and Truck company.

**Hazmat Tech/Specialist**

- The number of Captain hazmat tech/specialist and Firefighter hazmat tech/specialist shall be balanced between the platoons. The total number of Captain hazmat tech/specialist and Firefighter hazmat tech/specialist shall be divided by three to determine the number of hazmat tech/specialist per rank slots per platoon.

- There shall be a minimum of two (2) Hazmat Consult Specialists per platoon.
- Station #14 shall have a minimum of one Captain Hazmat Tech/Consult Specialist and one (1) Firefighter Hazmat Tech/Specialist.

### **Truck Operators**

- There shall be at least one (1) Aerial Ladder Truck Tractor Operator and one (1) Aerial Ladder Truck Tiller Operator per platoon at each of the stations where the trucks are assigned.

### **Vacancies**

- Permanent vacancies on a platoon during the year shall be filled from the swing personnel assigned to that platoon, by seniority. If needed, swing personnel from another platoon can be reassigned to help fill vacancies and balance the platoons.
- Members with the lowest seniority in each classification are subject to platoon reassignment for balancing staffing levels as needed.

### **Probationary Firefighters**

- After the last non-probationary firefighter has completed their selections the bidding process will be terminated. Management and the DVP's will meet and collectively work to determine any needed changes to the completed sign-ups and determine the assignment of probationary personnel. Considerations will be given to departmental staffing needs, training needs, and employee seniority. Probationary personnel who have completed the first twelve (12) months of probation will be able to select vacation after their platoon assignments have been finalized.
  - After successful completion of the Firefighter Academy, the following guidelines shall be followed in to provide the probationary firefighters Forty (40) shifts of consistent supervision and orientation.
    1. When long term vacancies exist at a station a probationary fire fighter shall be assigned to that station for a maximum of forty (40) shifts.
    2. In the event no long-term vacancies exist, the probationary firefighters shall assume the permanent station assignment of the least senior firefighters on that platoon for a minimum of twenty (20) shifts. The remaining twenty (20) shifts shall be conducted in the same manner by assuming the position of the next least senior firefighter on the platoon. Consideration will be given to apparatus staffing needs when assigning probationary personnel. (i.e., Paramedics and Operators)
    3. Company officers shall provide probationary firefighters adequate opportunities to familiarize and train with Truck company equipment.
-

Nothing herein shall be construed to erode the authority of the Fire Chief set forth in Article 34 (Vacation) and Article 46 (Miscellaneous Work Assignments) to schedule/assign/approve vacations, platoons, or stations.

**Vacation Selection**

- During the annual Platoon/Station/Vacation Selection process, vacation shall be selected in forty-eight (48) hour blocks each. (Complete tours).
- After the annual vacation process is completed and all vacations have been approved by the Fire Chief or his designee, additional available vacation spots will be available to be selected on a first come first served basis.
- All vacation shall be taken in either twelve (12) hour or twenty-four (24) hour increments beginning at 08:00 or 20:00 for twelve (12) hour vacation and 08:00 for twenty-four (24) hour vacation.
- Vacation may be banked a minimum of forty (40) hours in advance.
- There shall be three (3) Captain vacation spots and five (5) Firefighter/Engineer vacation spots per day for the annual vacation selection.

T/A

Union: *Fire Union* Date: *6-7-2022*

Department: *CFR IV* Date: *6-8-22*

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DEPARTMENT  
PACKAGE PROPOSAL

2

TO UNION:

9-2-2022

2022 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BETWEEN THE  
SAN MATEO CONSOLIDATED FIRE DEPARTMENT ("Department")  
AND THE  
SAN MATEO COUNTY FIREFIGHTERS  
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS ("Union")

Term: Three years

Wages: 4.5% Year 1 *(The Department will strongly request an effective date of 9-4-22 to be paid on the 9-23-22 payroll)*  
3.5% Year 2 July 9, 2023  
3% Year 3 July 7, 2024  
Plus \$1,500 / Year increase for Captains in Year 1 and Year 2  
July 9, 2023 July 7, 2024

ALS Program: Agreed (At base pay effective upon adoption – Existing employees remain at top step FF/Engineer)

Comp Time: Agreed

Fire Prevention Incentive Pay: Agreed *(2.5% for Fire Inspector II or ICC and 2.5% for State Fire Training Plan Examiner)*

Medical Benefits: Agreed

Vacation Sellback: Identify first pay period in June and November (Cleanup)

Training Captain: Incorporate 1-13-22 Side Letter Agreement

Separation Pay: New Article to address Separation Pays

Vacation Allowance: Cleanup for terminated employees to receive allowance pursuant to above new Article

Probationary Period: 18 Month probationary period for all employees

Mandatory Overtime: 96 hours for mandatory OT & raise max to 336 hours

Plus all existing Tentative Agreements

TENTATIVE AGREEMENT

For the Department:

For the Union:

 CHUCK KUZNETSOV

 \_\_\_\_\_

Date:

9-2-22

Date:

9-2-2022