

**MEMORANDUM OF AGREEMENT**  
**between the**  
**SANTA CLARA COUNTY CENTRAL FIRE PROTECTION DISTRICT**  
**also known as the**  
**SANTA CLARA COUNTY FIRE DEPARTMENT**  
**and the**  
**BATTALION CHIEFS UNIT**  
**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1165**

**November 29, 2021 to November 09, 2025**

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## **PREAMBLE**

This Memorandum of Agreement, hereinafter referred to as the "Agreement," is by and between the Santa Clara County Central Fire Protection District also known as the Santa Clara County Fire Department, hereinafter referred to as the "Department," and the Battalion Chiefs Bargaining Unit, International Association of Firefighters, Local 1165, hereinafter referred to as the "Union."

The Agreement represents the results of the parties having met and conferred in good faith pursuant to Section 3505 of the Meyers-Milias-Brown Act.

## **SECTION 1 – RECOGNITION/UNION SECURITY**

### **A. Recognition**

The Department recognizes the Union as the authorized bargaining representative of the unit consisting of the following classifications:

Assistant Fire Marshal  
Battalion Chief  
Battalion Chief – Pre-Fire Management & Wildlife Resilience  
Community Risk Program Director  
Facilities Maintenance Manager  
Hazardous Materials Assistant Fire Marshal

If any new position is created within the Department, representation status shall be determined in accordance with the Department's Personnel Rules and Regulations.

The parties agree that retirement classification for new or existing classifications are solely determined by the California Public Employees Retirement System (CalPERS). Any dispute relative to the designation of retirement classification must be made directly to CalPERS.

### **B. Union Security**

1. Employees covered by this Agreement who have authorized Union dues deductions as of November 14, 2021 shall continue to have such deductions made by the Department during the term of this Agreement unless there is a work action (slowdown or stoppage) by the employees.
2. As allowed by law, the Department shall deduct from employee's paychecks and transmit to the Union dues and amounts for any other service or program provided or sponsored by the Union.
3. Any employee who wants to terminate their authorization for Union dues or service fee deduction must contact the Union to do so.
4. The Union will notify the Department of any changes in membership status with regards to dues deduction for its members. The Department shall make any changes following receipt of and in reliance upon the notification by the Union.
5. Union agrees to indemnify, defend and hold Department harmless from any and all claims, demands, suits, or any other action arising from the provisions of this section or from complying with any demand for termination or revocation hereunder, except for any claims arising because of negligence of the Department.
6. The Department will comply with all applicable laws regarding employee orientations and employee data.

## SECTION 2 - WAGES

### A. Salary Adjustments

1. All covered classifications shall be granted wage increases as follows:

November 29, 2021 (Pay Period 21/25)	5.0%
November 14, 2022 (Pay Period 22/24)	3.0%
November 13, 2023 (Pay Period 23/24)	3.0%
November 11, 2024 (Pay Period 24/24)	2.5%

2. The Battalion Chief classification shall receive the following realignments:

November 29, 2021 (Pay Period 21/25)	2.0%
November 14, 2022 (Pay Period 22/24)	1.0%
November 13, 2023 (Pay Period 23/24)	1.0%

These realignments and the wage increases in Section 2.A.1, above, shall not compound upon each other in the year received. For example, on November 29, 2021, the total salary adjustment shall be 7%, not a 5% wage increase with a 2% realignment compounded upon the 5% wage increase.

### B. Overpayment Errors

When a net of five hundred dollars (\$500) or more overpayment(s) error occurs, the employee will repay the overpayment in the same amount and within the same number of pay periods in which the error occurred. Overpayment of less than five hundred dollars (\$500) will be repaid from the next paycheck.

In cases that necessitate payback of overpayments totaling more than one thousand dollars (\$1000), the employee may request a payment plan within two weeks of discovery which includes signing a promissory note or lien.

The Department will notify the Union and the employee ten (10) working days prior to implementing any repayment action.

### C. Underpayment Errors

The Department shall cover shortage of pay errors after written notification of discrepancy is received by the Director of Business Services. Underpayments of \$500 or less will be reflected in the next paycheck. Underpayments of over \$500 will be issued within five (5) working days.

D. Promotional Salary Placement

Upon promotion, the salary of the newly promoted employee shall be adjusted to the appropriate Step of the new range that provides for no less than a 10% increase to the base wage (excluding all differentials, premium pays, stipends, etc.) of the former classification, capped at Step 5 of the new classification, or to Step 1 of the new classification's pay range, whichever is higher.

### **SECTION 3 – OTHER COMPENSATIONS**

#### **A. Hour-for-Hour Compensatory Time for Assigned Battalion Chiefs**

Battalion Chiefs will be allowed to accumulate hour-for-hour compensatory time for hours worked beyond normally scheduled shifts hours. Battalion Chief vacancies will be staffed in accordance with Department Policy.

When a Battalion Chief fills a vacancy for a regularly assigned Battalion Chief (constant staffing) who is on vacation; personal leave; sick leave; Battalion Chief Release Time; administrative leave with pay; a strike team or overhead assignment; or Workers' Compensation: he or she shall be compensated with compensatory time on an hour-for-hour basis.

Battalion Chiefs assigned to constant staffing will be allowed to accumulate a maximum of 144 hours of compensatory time, inclusive of Non-Shift Administrative Compensatory Time, at any point in time. Hours in excess of 144 hours will be scheduled as time off or cashed out prior to closure of the next pay period. Accumulated hour-for-hour compensatory time will be used or cashed out at the basic rate of pay listed in the salary table.

Reimbursable deployment assignments, such as strike team assignments or overhead assignments, will continue to be compensated at the employee's basic rate of pay listed in the salary table. The accumulation of hour-for-hour compensatory time will not be utilized as compensation for reimbursable deployments. On regular assigned shift days, reimbursable deployments will be compensated at the employee's basic rate of pay. For reimbursable deployments on non-shift days, employees will be compensated at 1.5 the employee's basic rate of pay.

#### **B. Non-Shift Administrative Compensatory Time for Battalion Chiefs**

Battalion Chiefs on suppression assignment are often required to attend meetings, classes, and conferences, and also to serve as raters on non-shift days. When required to work on a non-shift day, the Fire Chief may allow Battalion Chiefs on suppression assignment to accrue hour-for-hour compensatory time.

Non-shift compensatory time is applied to mandatory assignments made by the Santa Clara County Fire Department and the Fire Chief or his/her designee. Compensatory time may include, but is not limited to, meetings, classes, committee work, conferences, and serving as raters.

Examples of non-shift administrative compensatory time:

1. Battalion Chiefs that are required to attend out-of-town FIREScope meetings on non-shift days shall accrue hour-for-hour compensatory hours during actual meeting times. After business hours activities are not eligible for compensatory accrual.

2. Battalion Chiefs who serve as raters, in-house or out-of-town, on non-shift days shall accrue hour-for-hour compensatory hours during the period of time that he or she is serving as a rater. After business hours activities are not eligible for compensatory accrual.
3. Meetings of more than three hours are eligible for accrual of hour-for-hour compensatory hours.
4. Non-shift compensatory time must be pre-approved.

C. Hour-for-Hour Compensatory Time for Hazardous Materials Assistant Fire Marshal

The Hazardous Materials Assistant Fire Marshal shall be eligible for hour-for-hour compensatory time when dispatched to perform arson investigation duties outside of their regularly scheduled work hours, or when assigned as an interview panel member outside of their regularly scheduled work hours. The Hazardous Materials Assistant Fire Marshal will be allowed to accumulate a maximum of 24 hours of compensatory time at any point in time. Hours in excess of 24 hours will be scheduled as time off or cashed out prior to closure of the next pay period. Accumulated hour-for-hour compensatory time will be used or cashed out at the basic rate of pay listed in the salary table.

D. On-Call

When an employee is assigned by the Fire Chief, or designee, to on-call duty, they shall be compensated at the rate of one hundred twenty-five dollars (\$125) for a short-shift or one hundred seventy-five dollars (\$175) for a long-shift.

E. Holiday Pay

1. The Department shall observe the following holidays:

New Year's Day  
Martin Luther King, Jr. Day (Third Monday in January)  
Lincoln's Birthday (Floating Holiday for 40-hour employees)  
Washington's Birthday (Third Monday in February)  
Cesar Chavez Day (Observed on March 31)  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Indigenous Peoples' Day (Floating Holiday for 40-hour employees)  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

2. 40-hour employees or 56-hour employees on special assignment and assigned to a 40-hour work week will receive two (2) floating holidays each fiscal year (replacing Indigenous Peoples' Day and Lincoln's Birthday), which will be lost if not used



before the end of the fiscal year in which they are received. However, during a new employee's first year of employment, employees hired between July 1<sup>st</sup> and December 31<sup>st</sup> will receive two (2) floating holidays, but employees hired between January 1<sup>st</sup> and June 30<sup>th</sup> will receive one (1) floating holiday. The first-year floating holidays will also be lost if not used before the end of the fiscal year in which they are received. For 56-hour employees, upon return to 56-hour duty, the floating holidays no longer apply, and if not used are lost.

3. Employees must obtain management approval prior to taking their floating holiday.

F. Maintenance of License and Certification

Employees are required to maintain all licenses and certifications as specified in the job description for their classification. Should an employee fail to maintain a required license or certification, the Department shall have the right to place the employee on Leave Without Pay (LWOP) and not allow the employee to work until such time as they can obtain and provide the Department with proof of a valid license or certification. If an employee fails to obtain the required license or certification within a reasonable period of time, the Department shall have the right to proceed with disciplinary action, up to and including termination of employment.

## SECTION 4 - RETIREMENT PLANS

### A. PERS Retirement

Classic Safety employees shall refer to those employees who are eligible for and are placed in the 3% at 50 retirement tier. Public Employee Pension Reform Act (PEPRA) Safety employees shall refer to those employees who are eligible for and are placed in the 2.7% at 57 retirement tier. Classic Miscellaneous employees shall refer to those employees who are eligible for and are placed in the 2.7% at 55 retirement tier. Public Employee Pension Reform Act (PEPRA) Miscellaneous employees shall refer to those employees who are eligible for and are placed in the 2% at 62 retirement tier.

The Department shall provide Classic Safety employees with the 3% at 50 Retirement Plan and provide Classic Miscellaneous employee with the PERS 2.7% at 55 Retirement Plan. Classic Safety tier employees shall pay their member PERS contribution of 9% and 8% for Miscellaneous on a tax deferred basis, subject to the provisions of Internal Revenue Code 414(h)(2). The Department shall pay the employer PERS contribution.

PEPRA Safety tier employees shall pay half of the normal cost of the PERS as their employee contribution. The normal cost shall be adjusted pursuant to PEPRA and is based on actuarial calculations by PERS.

Effective upon ratification of this agreement Classic Safety employees will contribute an ongoing one percent (1%) of salary to the employer required contribution to PERS if the estimated Total Employer contribution percentage of projected payroll (ARC) goes above fifty-five percent (55%) of "PERSable" compensation.

Effective upon ratification of this agreement, Classic Miscellaneous employees will contribute an ongoing one percent (1%) of salary to the employer required contribution to PERS if the estimated Total Employer contribution percentage of projected payroll (ARC) goes above forty-three percent (43%) of "PERSable" compensation.

Department agrees to provide employees these options as allowed by PERS and dependent upon their status as either Classic or PEPRA: one-half survivors' continuance; highest single-year compensation; average of the highest three years of compensation, sick leave credit; and military service credit.

The Department agrees to provide 1959 Survivor's Benefit (Level III) for Classic Safety employees. Employees will pay their share of the 1959 Survivor Benefit (Level III) as prescribed by PERS unless it is determined to be inconsistent with PEPRA of 2013 or other provisions of the Public Employment Retirement Law.

### B. Pre-Retirement Optional Settlement 2

The Department agrees to provide the PERS Pre-Retirement Optional Settlement 2 Death Benefit per section 21548.

The surviving spouse of a member who has attained the minimum age for voluntary service retirement applicable to the member in their last employment preceding death, and who is eligible to receive an allowance pursuant to Section 21546, shall instead receive an allowance that is equal to the amount that the member would have received if the member had been retired from service on the date of death and had elected optional settlement 2 and Section 21459 of the California Public Employees' Retirement Law.

C. Public Employee Pension Reform Act (PEPRA) of 2013

Pursuant to PEPRA, effective January 1, 2013, each PEPRA employee shall pay half of the normal cost to the PERS cost share employee contribution. The normal cost shall be determined by the CalPERS actuarial report. The normal cost shall be adjusted pursuant to PEPRA.

D. Labor Code Section 4850 Benefits

The Department shall provide eligible employees up to one year of Labor Code Section 4850 benefits at the base rate of pay that includes all differential pay. This year of benefits shall be payable only in the labor disabling claim, less credit for 4850 benefits previously paid, for a cumulative payment of benefits not to exceed one year. If multiple injuries result in the involuntary retirement, the benefits shall be paid in connection with the single claim resulting in the highest level of disability. Upon receipt of medical determination that an employee is precluded from returning to work as a firefighter, said employee shall file an application for a PERS Industrial Disability Retirement within 15 days. The employee shall cooperate fully and work with the Department to select an effective date of retirement.

## **SECTION 5 - GROUP INSURANCES AND BENEFITS**

### A. Life Insurance

The Department shall pay the cost of maintaining a life insurance policy in the amount of fifty thousand dollars (\$50,000) for all active employees.

### B. Medical Benefits

The Department shall provide and pay the full cost of premiums for the Kaiser Health Plan and Drug Plan or an alternate health plan or plans for all active employees and dependents.

Married couples and registered domestic partners who are both District employees shall be eligible for coverage under one medical plan only with the District.

### C. Dental Benefits

The Department shall provide and pay the cost of premiums for dental coverage for employees and dependents under the Dental Plan provided employees of Santa Clara County. If, during the term of this Agreement the Department offers a self-funded plan, such dental plan shall provide at least the same or comparable level of coverage as the current Santa Clara County dental plans then in effect.

### D. Long-Term Disability Insurance

The Department shall pay up to a maximum of fifty-five dollars (\$55) per month per employee towards a long-term disability plan for each employee.

Employees are totally responsible for any reporting of and payment of taxes which might result from such a program.

The long-term disability plan provided to employees shall be selected by the Union. The Union agrees to allow all Department employees who qualify for participation to elect to participate at their own expense.

The Union agrees to indemnify, defend, and hold harmless the Department, its officers, agents, and employees from all claims demands, liabilities, damages, attorney fees and costs of suits arising out of the services provided under the long-term disability plan.

The Agreement does not provide nor shall it be interpreted to provide that the Union is an administrator or fiduciary within the meaning of applicable trust law, for the purpose of providing benefits or services under the long-term disability plan.

### E. Optical Care Benefits

The Department will provide eye care benefits by enrolling in the County of Santa Clara Vision Service Plan for families. Such plan will be effective beginning with the first open

enrollment period following ratification of the successor Agreement to the 2017-2021 MOA.

F. Retiree Life Insurance

The Department shall provide employees who retire under disability retirement or under normal service retirement with six thousand five hundred dollars (\$6,500) life insurance coverage at Department expense. "Normal Service Retirement" is intended to mean retirement at age fifty (50) or over for Classic Safety employees at age fifty-five (55) or over for Classic Miscellaneous employees, at age fifty-seven (57) or over for PEPRSA Safety employees and at age sixty-two (62) or over for PEPRSA Miscellaneous employees. Coverage will terminate at age 65.

G. Retiree Health Benefits

For employees hired after December 31, 1994 and who retire under non-service disability or normal service retirement and who have completed seven (7) years of service, the Department shall pay for medical coverage for retiree only. For employees who retire under service disability retirement, the Department shall provide and pay for medical coverage for the retiree only. Retiree dependent coverage will be paid by the retiree at the group rate to the extent the Department does not incur any premium cost.

For employees hired after December 31, 2006 and who retire under non-service disability or normal service retirement and who have completed ten (10) years of service, the Department shall pay for medical coverage for retiree only. For employees who retire under service disability retirement, the Department shall provide and pay for medical coverage for the retiree only. Retiree dependent coverage will be paid by the retiree at the group rate to the extent the Department does not incur any premium cost.

An employee who separates from the Department and who is then rehired within one (1) year of their separation date shall retain their years of service toward the vesting requirements for retiree health benefits. An employee who separates from the Department and who is then rehired more than one (1) year after their separation shall have their vesting period for retiree medical benefits reset and will not receive credit for any prior service.

To receive retiree health benefits, retirees and their dependents must comply with all the requirements of the Department's health plan(s). The Department does not reimburse retirees for Medicare expenses or contributions.

H. Employee Contribution Toward Retiree Medical Obligation Unfunded Liability

Employees shall continue contributing an amount equivalent to 1% of their annual base wage. That amount shall be divided by 26 pay periods; and the pro-rata amount shall be paid each pay period.

Effective November 13, 2023, employees shall contribute an amount equivalent to an additional 1.0% of the annual base wage (resulting in a total contribution of 2.0% of the annual base wage); that amount shall be divided by 26 pay periods and paid each pay period.

Effective November 11, 2024, employees shall contribute an amount equivalent to an additional .5% of the annual base wage (resulting in a total contribution of 2.5% of the annual base wage); that amount shall be divided by 26 pay period and paid each pay period.

Such contributions are to be made on a pre-tax basis, and employees shall have no vested right to the contributions made by the employees. Such contributions shall be separate from and in addition to the Department's annual Actuarially Determined Contribution (ADC) as determined by the annual actuarial valuation. The maximum contribution of employees in the Battalion Chiefs Unit shall be the amount contributed by the highest paid classification in the General Membership Unit.

The Department receives an annual actuarial valuation under GASB 75 that provides the Department's Total OPEB Liability (TOL), the Net OPEB Liability (NOL), and ADC. If the annual actuarial valuation determines that there is no NOL, employees shall cease contributing to CERBT effective in the first full pay period of the fiscal year to which the annual actuarial valuation applies. If a subsequent annual actuarial valuation determines that there is a positive NOL, then employees shall resume CERBT contributions of 2.5% of the annual base wage effective in the first full pay period of the fiscal year to which the annual actuarial valuation applies.

## **SECTION 6 - FAIR LABOR STANDARDS ACT**

The Department implemented the provisions of the Fair Labor Standards Act (FLSA). In the event a relevant provision of FLSA is found invalid, the Department and the Union will meet and confer on the impact.

## SECTION 7 - SICK LEAVE

### A. Accrual Rates

Sick leave shall be accrued at the rate of 5.6 hours per pay period. 56-hour employees shall be charged at the rate of sixteen (16) hours per twenty-four (24) hour shift. 40-hour employees shall be charged on an hour-for-hour basis.

Unused sick leave may be accrued without limitation. All sick leave must be approved by the Department.

### B. Sick Leave for Medical Appointments

Each calendar year, all 40-hour employees shall be allowed to use a maximum of ten (10) hours of sick leave for medical appointments.

### C. Sick Leave Payoff

#### 1. Industrial Disability Retirement

In view of the court decisions rendered on the issue of sick leave payoff for employees retiring under industrial disability and of subsequent negotiations between the parties on this matter, it is agreed that the provisions set forth below shall serve as the final and full disposition of this matter.

For employees retiring under an industrial disability retirement, the following provisions shall apply:

- a. Employees retiring under industrial disability prior to attaining the minimum retirement age shall be entitled to exhaust twenty percent (20%) of their unused sick leave or accept cash payment of seventy-five percent (75%) of their unused sick leave computed on their 40-hour base salary.
- b. Employees retiring under industrial disability upon or after attaining the minimum retirement age shall have their unused sick leave added to their service years as permitted by law. Two thousand (2,000) hours of sick leave equals one (1) year of service for 56-hour and 40-hour employees. Employees who cannot receive any service years from PERS sick leave credit shall be entitled to a cash payment of seventy-five percent (75%) of their unused sick leave computed on their 40-hour base salary.

#### 2. Other Sick Leave Payoffs

It is further agreed that the following provisions shall govern all other forms of sick leave payoffs:



- a. **Death or Resignation:** An employee with ten (10) or more years of service who resigns in good standing or dies shall be paid fifty percent (50%) of their unused sick leave computed on their 40-hour base salary.
- b. **Ordinary Disability Retirement:** An employee who retires due to a disability which is not service connected prior to attaining the minimum retirement age shall be entitled to exhaust up to a maximum of one (1) year of their unused sick leave or accept cash payment of fifty percent (50%) of their unused sick leave computed on their 40-hour base salary.

An employee retiring under such a disability upon or after attaining the minimum retirement age shall have their unused sick leave added to their service years as permitted by law. Two thousand (2,000) hours of sick leave equals one (1) year of service for 56-hour and 40-hour employees. Employees who cannot receive any service years from the PERS sick leave credit shall be entitled to a cash payment of seventy-five percent (75%) of their unused sick leave computed on their 40-hour base salary.

- c. **Service Retirement (Other than Disability):** An employee who retires prior to attaining the normal retirement age shall be entitled to exhaust 20% twenty percent their unused sick leave or accept payment of seventy-five percent (75%) of their unused sick leave computed at their base hourly rate of pay, excluding differentials, at retirement to the extent that sick leave balance does not contribute to years of service.
- d. An employee retiring upon or after attaining the normal retirement age shall have their unused sick leave added to their service years as permitted by law. Two thousand (2,000) hours of sick leave equals one (1) year of service for 56-hour and 40-hour employees. Employees who cannot receive any service years from the PERS sick leave credit shall be entitled to a cash payment of seventy-five percent (75%) of their unused sick leave computed at their base hourly rate of pay, excluding differentials, at retirement to the extent that sick leave balance does not contribute to years of service.

## SECTION 8 - LEAVES

### A. Personal Leave

1. On July 1<sup>st</sup> of each year of this Agreement, all 40-hour employees shall be credited with twenty-four (24) hours personal leave, and all 56-hour employees shall be credited with forty-eight (48) hours personal leave.
2. 40-hour employees may convert up to 32 hours of sick leave to 32 hours of personal leave. 56-hour employees may convert up to 32 hours of sick leave to 44.8 hours of personal leave.
3. 40-hour employees may cash out up to 40 hours of available personal leave at any time. 56-hour employees may cash out up to 56 hours of available personal leave at any time.
4. All personal leave must be used or cashed out each fiscal year or it will be deemed relinquished at the end of each fiscal year.

### B. Bereavement Leave

Leaves of absence with pay shall be granted to employees in order that they may discharge the customary obligations arising from the death of a member of their immediate family. "Immediate family" shall mean an employee's child, adopted or stepchild, spouse, domestic partner, father, mother, stepparents, grandparents, grandchildren, brother, sister, or any of the above related to the spouse or domestic partner.

For 40-hour employees, 40 hours of leave will be granted and will not be charged to any leave bank. For 56-hour employees, two (2) 24-hour shifts will be granted and will not be charged to any leave bank. Additional leave with or without pay may be granted with the approval of the Fire Chief and charged to the employee's leave banks if available.

### C. Vacation Accrual

Vacation accrual will be determined per Personnel Rules and Regulations Section 110.

Each July, 40-hour employees may convert 48 hours of accrued sick leave to 48 hours of vacation time. Each July, 56-hour employees may convert 48 hours of accrued sick leave to 67.2 hours of vacation time. Such requests to convert time shall be made in writing.

### D. Industrial Disability Leave

Any employee on the job classification of Hazardous Materials Assistant Fire Marshal, who is employed on a regular, full-time basis, and is disabled, whether temporarily or permanently, by injury or illness arising out of an in the course of on-scene fire investigation duties shall become entitled, regardless of their period of service with the Department, to a leave of absence while so disabled without loss of salary in lieu of

temporary disability payments, if any, that would be payable, for the period of the disability, but not exceeding one year, or until that earlier date as they are retired on permanent disability pension, and are actually receiving disability pension payments, or advanced disability pension payments. The Department shall pay this contractual benefit, which shall be subject to all applicable withholdings.

Any employee eligible for the benefits contained in Labor Code 4850, et. Seq. or for any benefit payable as a result of disability, insured or otherwise, under a plan sponsored or offered by the Department or a payroll practice of the Department, shall not be eligible for this contractual benefit (i.e. this contractual benefit and Labor Code 4850 or any other Department plan or payroll practice are mutually exclusive, and an employee shall not receive paid leave pursuant to this contractual benefit and pursuant to Labor Code 4850 or any other Department plan or payroll practice). In no event shall the employees listed above be eligible to benefits exceeding those available to firefighters under Labor Code 4850.

Benefits payable or paid for a disability to an employee from the Department pursuant to this sections shall be reduced to offset against any other payment made or available to such employee and as a result of the same disability from a plan sponsored or offered by the District, insured or otherwise (including any retroactive disability retirement plan benefit whose effective date is on or after the date of disability for which a benefits is payable to the employee under this section), or a payroll practice of the Department. Such benefit payment shall be considered an overpayment for which the Department has the right to seek recoupment in any manner the Department deems appropriate, including but not limited to offsetting against any other benefit from the Department or from any compensation payable to the employee by the Department.

Any employee in the job classification of Hazardous Materials Assistant Fire Marshal who is employed on a regular, full-time basis shall be entitled to the same presumption under Labor Code 3212, et seq. that are available to firefighters to whom Labor Code 3212, et seq. applies. In no event shall the employees listed above be eligible for benefits exceeding those available to firefighters under Labor Code 3212.

If a qualifying injury results in a medical determination that precludes an employee in the above-identified classification from returning to work due to permanent work restrictions, the employee shall file an application for either a PERS Industrial Disability Retirement or Disability Retirement, as applicable, within 15 days. The employee shall cooperate fully and work with the Department to select an effective retirement date.

## **SECTION 9 - EDUCATION & CAREER DEVELOPMENT**

The Department will reimburse employees for education and career development expenses and shall establish a yearly educational and career development reimbursement fund of twenty-five thousand dollars (\$25,000).

Education and career development reimbursement shall not exceed two thousand eight hundred dollars (\$2,800) per employee per fiscal year for classes successfully completed at an accredited college or university, or meeting career goals through seminars, workshops and lectures, etc. No more than seven hundred fifty (\$750) dollars can go towards travel and/or lodging per year, except for special circumstances, as determined with pre-approval by the Deputy Chief of Training.

Employees working toward a bachelor's degree through an accredited college or university may be reimbursed for an additional \$1,400 (\$2,800 + \$1,400) per fiscal year. Employees must show proof that registered courses are applicable to their chosen degree program.

Employees working toward a master's degree through an accredited college or university may be reimbursed for an additional \$2,400 (\$2,800 + \$2,400) per fiscal year. Employees must show proof that registered courses are applicable to their chosen degree program.

Said funds shall be available to all employees represented by the Union. The intent of this funding is to assist employees in meeting their career goals through formal education or meeting career goals, through seminars, workshops and lectures, etc.

## **SECTION 10 - SEPARABILITY**

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

If the State of California notifies the Santa Clara County Central Fire Protection District (also known as the Santa Clara County Fire Department) or the County of Santa Clara that legislation has been implemented which assesses monetary penalties to local governments which settle wages and/or benefits with increases in excess of certain limits (an example of such legislation is AB 1040 which was introduced in Spring 1991), those benefits and/or wages shall not be implemented or continue to be paid. The parties shall immediately enter into negotiations for the sole purpose of arriving at a mutually agreed upon alternative. The County and the Department reserve the right to cease payment or seek repayment of wages and/or benefits upon which the State of California is basing monetary penalty.

It is understood that the purpose of this Section is to ensure that the County and the Department do not incur any liability or penalties on either the original Agreement provisions, or the negotiated alternate provisions.

## **SECTION 11 – PROBATIONARY PERIOD**

All newly appointed Battalion Chiefs, Assistant Fire Marshals, Community Risk Program Directors, and Facilities Maintenance Managers will serve a 12-month probationary period pursuant to Section 109 of Department Personnel Rules & Regulations. The 12 months shall be counted as 26 complete pay periods.

## SECTION 12 – GRIEVANCE PROCEDURE

### A. Grievance Defined

A grievance shall be any dispute concerning the interpretation, application, or compliance with the Memorandum of Agreement, Department Rule, Department Written Policy, Department Regulation or the Meyers-Milias-Brown Act.

Items excluded from the grievance procedure are:

1. Disciplinary actions taken under Section 112 of Santa Clara County Fire Department: Rules & Regulations;
2. Probationary releases;
3. Position Classification;
4. Examination procedures pursuant to Sections 106, 107 & 108 of Santa Clara County Fire Department: Rules & Regulations;
5. Items requiring capital expenditures;
6. Items within the scope of representation and subject to the meet & confer process.

### B. Procedure

The Department and the Union recognize that early settlement of grievances is essential to sound employer/employee relations and to the uninterrupted continuation of service to the community. Therefore, it is agreed that during the term of this Agreement, grievances shall be resolved in the manner set forth herein.

Time limits may be extended or waived only by written agreement of the parties.

The Department shall not be required to reconsider a grievance previously settled with an employee or closed by the parties.

**Step 1**            An employee who believes they have a grievance shall promptly discuss the matter with their immediate supervisor and attempt an informal resolution. The attempt at informal resolution must be completed within fifteen (15) calendar days of the occurrence or discovery of the alleged grievance.

**Step 2**            If informal resolution is not possible under Step 1, within fifteen (15) calendar days of the conclusion of Step I, the aggrieved shall state the grievance in writing prior to scheduling a meeting with the first level manager of the battalion or the division to which the aggrieved is assigned. The written grievance shall be sent to the division manager with a copy to the Director of Personnel Services. The written grievance shall include the following:

- (1)    the specific nature of the grievance;
- (2)    the time or place of its occurrence;

- (3) the Department Rule, Department Written Policy, Department Regulation, Memorandum of Agreement, or provision of the Meyers-Milias-Brown Act alleged to have been violated, improperly interpreted, applied or misapplied, if any;
- (4) the consideration given or steps taken to secure informal resolution;
- (5) the corrective action desired.

A decision by the first level manager of the division shall be made in writing within fifteen (15) calendar days of the meeting.

**Step 3**

If the aggrieved is not satisfied with the decision under Step 2, he or she may, within fifteen (15) calendar days after receipt of that written decision, move the matter forward to the Fire Chief or designee for a decision with a copy to the Director of Personnel Services.

The Fire Chief or designee shall convey the decision by certified mail to the aggrieved in writing within fifteen (15) calendar days of receipt of the grievance. A copy will be sent to the Union with a copy to the Director of Personnel Services. The date of receipt of the decision by the Union via certified mail shall dictate time limits. The Fire Chief's or designee's decision shall be final.



**SECTION 13 –**  
**TRAINING, OPERATIONS AND SUPPORT SERVICES ASSIGNMENTS**

The flexibly staffed classification of Staff Battalion Chief/Battalion Chief shall be revised to Battalion Chief only. The positions in Training, Operations and Support Services currently occupied by Staff Battalion Chief positions shall be staffed by Battalion Chief positions prospectively. The CMTF/UASI position previously staffed by a Staff Battalion Chief shall be staffed by a Fire Captain in a Special Assignment capacity prospectively, and the total count of budgeted Battalion Chief positions shall be reduced by one.

Battalion Chiefs may rotate into office based positions in Training, Operations and Support Services for a minimum period of two years, which may be extended or shortened at the discretion of the Fire Chief or their designee.

Battalion Chiefs who have passed probation may be selected for an office based Battalion Chief position at the discretion of the Fire Chief or his/her designee.

## **SECTION 14 – TOBACCO USE**

All fire suppression personnel shall be tobacco-free upon appointment and throughout their length of service to the department.

All fire department personnel shall not use tobacco products (cigarettes, e-cigarettes, cigars, and/or chewing tobacco) on the work-site, within or on fire department apparatus, or on any district facility.

A fire department sanctioned tobacco cessation program shall be made available to incumbent tobacco users.

It is understood that smoking and/or the use of any and all tobacco products is a known hazard to the health of employees.

## **SECTION 15 - FULL AGREEMENT**

It is understood this Agreement represents a complete and final understanding on all negotiable issues between the Department and the Union. This Agreement supersedes all previous memoranda of understanding or memoranda of agreement between the Department and the Union except as specifically referred to in this Agreement. All ordinances or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. The parties, for the term of this Agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Agreement and an action is proposed by the Department, the Union shall be afforded all possible notice and shall have the right to meet upon request. The union waives its right to utilize impasse procedures. In the absence of agreement on such a proposed action, the Department reserves the right to take necessary action by Management's direction.

**SECTION 16 - TERM OF AGREEMENT**

This Agreement shall become effective November 29, 2021, provided it is approved by the Board of Supervisors acting as the Board of Directors for the Santa Clara County Central Fire Protection District and has been ratified by the Union. The Agreement shall remain in full force and effect to and including November 9, 2025 and from year-to-year thereafter; provided that either party may serve written notice on the other at least sixty (60) days prior to November 9, 2025 of its desire to terminate this Agreement or amend any provision thereof.

Date: December 7, 2021

FOR THE SANTA CLARA COUNTY CENTRAL  
FIRE PROTECTION DISTRICT



Masa Shiohira  
Lead Deputy County Counsel



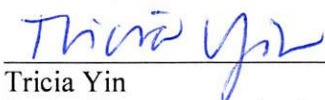
Brian Glass  
Assistant Fire Chief, Acting Fire Chief



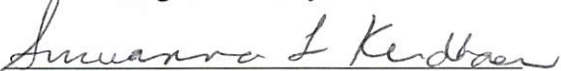
Doug Baker  
Director of Personnel Services



Veronica Niebla  
Director of Business Services



Tricia Yin  
Senior Management Analyst

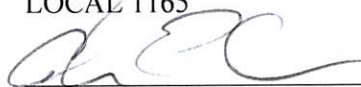


Suwanna Kerdkaew  
Deputy Chief, Acting Assistant Fire Chief

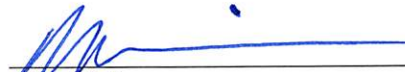


Mark Shumate  
Deputy Chief

FOR THE INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS,  
LOCAL 1165



Adam Cosner  
President



Mike Krisman  
Battalion Chief Representative