

MEMORANDUM OF UNDERSTANDING

BETWEEN

WOODSIDE FIRE PROTECTION DISTRICT



AND



***SAN MATEO COUNTY FIREFIGHTERS
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 2400 - DISTRICT 9***

JANUARY 1, 2023 – DECEMBER 31, 2025

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Section 1 Recognition

This Memorandum of Understanding is entered into between representatives of the Woodside Fire Protection District (hereinafter referred to as “Employer”) and representatives of the SAN MATEO COUNTY FIRE FIGHTERS, LOCAL 2400, DISTRICT 9, I.A.F.F., AFL-CIO, who represents the bargaining unit as described below (hereinafter referred to as “Union”).

This Memorandum of Understanding is entered into pursuant to the Meyers-Milius-Brown Act (Government Code Section 3500, et seq.), and has been jointly prepared by the parties, and supersedes and replaces all prior Memorandum of Understanding executed heretofore.

Except to the extent modified by this Memorandum, all other wages, hours, and conditions of employment shall remain unchanged for the term hereof, unless mutually agreed otherwise by the parties.

The term of this agreement shall be from January 1st, 2023 thru December 31st, 2025.

“Employees” means all workers covered by this Agreement whether male or female, and the use of masculine pronouns or other masculine terms shall include the feminine.

The Employer has recognized the Union as the exclusive bargaining agent for all permanent and probationary employees within the bargaining unit in the classification of Firefighter, Firefighter-Paramedic, Captain, Captain-Paramedic, and Special Assignment Captain

1.1 Union Recognition

Local 2400 will be recognized as the bargaining agent for all employees in the bargaining unit.

1.2 Employer Recognition

The Fire Board, The Fire Chief, or any person or organization authorized by the Employer, is the representative in employer-employee relations.

In the event that the Fire Chief will not be the Employer representative, the Union will receive advance written notice, to be received a minimum of 24 hours in advance of any need to meet and confer.

1.3

Employee-Employer Relations

A maximum of two (2) employees representing the Union may be released from work without loss of compensation or other benefits, when formally meeting and conferring with the Employer. The limitation of two (2) employees may be waived upon mutual agreement between the Employer and the Union.

Section 2 Union Security

2.1 Dues Deduction

The Union shall have the regular dues of its members deducted from the employee's paychecks; provided, however, that such dues deduction shall be made only upon the written authorization of the individual employee.

Dues deductions shall be for a specified amount and uniform as between employee members of the Union.

The Employer shall remit the amount of dues deducted to the officer designated in writing by the Union as the person authorized to receive such funds every month. The Union shall notify the Employer in writing as to the amount of such dues uniformly required of all members of the Union.

Authorization, cancellation, or modification of dues deduction shall be made upon forms provided and approved by the Employer. The voluntary payroll deduction authorization will remain in effect until employment with the employer is terminated or until canceled or modified by the employee by written notice to the Employer.

All payroll changes connected with the deduction of said union dues must be made by the fifteenth (15th) of the following month. The Union shall refund to the employer any amounts paid to it in error upon presentation of supporting evidence.

All Employees in the Bargaining Unit, who are members of the Union tendering periodic dues thirty (30) days after the Employer has approved this Memorandum of Understanding and all employees in the aforementioned unit who thereafter become members of the Union shall pay dues to the Union for the duration of this Memorandum of Understanding.

2.2 Payroll Deductions

All changes to payroll deduction will be made by the Employee, via written communication with the Employer's designated representative. Unless otherwise specified, for the duration of this MOU, the designated representative is the Business Manager.

The following payroll deductions are allowed:

1. Credit Union
2. Medical premium
3. Union dues
4. Association dues
5. Retirement
6. State & Federal Tax
7. Any other deductions required by law
8. Deferred compensation
9. Engine Company 35 dues
10. House Fund dues
11. CSFA dues
12. LTC dues
13. Burn Foundation
14. MDA
15. Any Deductions approved by the Fire Chief

2.3 **Bulletin Boards**

Reasonable space shall be made at each station available to the Union for bulletin boards. The Union may purchase and install a bulletin board at all stations.

2.4 **Advance Notice**

Except in case of emergency, the Union, if affected, shall be given notice of any resolution, rule or regulation directly relating to matters for which there is an obligation to meet and confer, proposed to be adopted by the Governing Body or the Employer and shall be given the opportunity to meet with the employer representative prior to its adoption. An emergency, in this instance shall be defined as an action detrimental to life or property.

2.5 **Access to Work Locations**

Reasonable access to employee work locations shall be granted to Officers of Local 2400 and its officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of recognition. However, Union business shall be conducted in non-work areas and on non-work time, whenever possible. Under no circumstances shall Union business interfere with Emergency Operations.

Section 3 Discrimination/EEO

3.1 Discrimination

There shall be no discrimination because of race, creed, color, national origin, age, sex, ancestry, sexual orientation, Union activities or lack thereof, or because of an individual's physical handicap (unless that handicap prevents the person from meeting the minimum standards established for the relevant classification).

3.2 Americans with Disabilities Act

The Employer and the Union agree to abide by the provisions of the Americans with Disabilities Act (ADA). Should the Employer need to change any current practice or policy to comply with the provisions of the ADA, the Employer shall provide the Union with advance notification per section 2.4 of the MOU. Such notification shall be accompanied by appropriate legal memoranda and supporting legal documentation stating the basis necessitating the change.

Section 4 - Compensatory Time Off

4.1 Compensatory Time Program

Effective January 1st, 2020, the Employer will implement a Compensatory Time program. This program may also be referred to as “Comp Time” or “Comp Time Off” (CT or CTO)

4.2 Compensatory Time Bank

Available hours are to be tracked and managed through Telestaff. This is to be referred to as an employee's “Comp Bank.” Employees may only hold a maximum of 48 hours in their Comp Bank at any given time.

Available time in an employee’s Comp Bank will carry over from year to year. Upon the retirement of an employee, any time remaining in their Comp Bank will be considered forfeited and will not be compensated for.

4.3 Compensatory Time Accrual

Employees are able to earn comp time, at their discretion, through any qualifying overtime shift, at a rate of 1hr worked to 1.5hr Comp Time earned. This is to be in lieu of OT payment.

Qualifying Overtime Shifts include the following:

- 1) Any Overtime assignment (to include OT, OTM, OTMC) up to 24 hours in duration.

Any time worked during a Qualifying Overtime Shift that exceeds the employee’s 48-hour maximum bank is to be paid at the employee’s appropriate OT rate.

If an employee would like to accrue Comp Time from any Qualifying Overtime Shift, then it is the responsibility of the employee to email the On-Duty BC their Comp Time request prior to the completion of the Qualifying Overtime Shift.

4.4 **Compensatory Time Usage**

During a given year, employees will not be able to utilize Comp Time until after the annual Shift Vacation Picks have been completed.

Comp Time is to be utilized in the same fashion and under the same staffing rules as Vacation usage.

See Telestaff Procedural Manual for further information.

Section 5 Probation

5.1 Recruit/Probationary Firefighter

The Fire Chief, or appointed representative, shall make an appointment of a recruit/probationary firefighter from an eligibility list established from the results of an application, examination, medical history, physical examinations, background examinations, oral interviews, and physical agility tests.

The recruit/probationary period shall be considered an integral part of the examination process during which time the new employee shall be tested for their aptitude and interest in the fire service. It shall consider ability, emotional stability, temperament, and character, which would permit them to fit into the peculiar living and working conditions of a fire department. Probationary personnel shall be assigned to such hours of work and stations as will best serve the purposes of the Woodside Fire Protection District.

The employee shall remain in recruit firefighter status from the period of time they begin a firefighter academy, through the end, and successful completion, of that academy. Upon successful completion of the academy, the employee will be moved to probationary firefighter status. The length of probation will be two (2) years from the time they begin their recruit firefighter status.

Recruit/probationary firefighters may be dismissed by the Fire Chief during the recruit/probationary period, without the right of appeal. Upon completion of the final quarterly progress report, the Fire Chief shall have the authority to recommend the individual to be moved to permanent/full-time status. Upon successful completion of the probationary period, the Fire Chief will submit their recommendation to the Board of Directors for approval within 30 days.

The appropriate Company Officer, as designated by the Training Chief shall complete quarterly progress reports. The Captain will submit the quarterly report to the Shift Battalion Chief and the Training Chief. The quarterly progress report will be reviewed with the probationary firefighter as well as the Company Officer, Shift Battalion Chief, and Training Chief.

The Training Chief and/or Shift Battalion Chief will present the quarterly report at the next available Staff Meeting, not to exceed 30 days from the completion of the report. The quarterly report shall also be submitted in writing to the Fire Chief.

5.2 **Lateral Firefighter**

The probationary period for a lateral firefighter shall be two (2) years from their start date. The same rules shall apply regarding the remainder of the probationary period as in 5.1.

5.3 **Promotional Probation**

If an individual is promoted to a new position within the organization, the probationary period shall be one (1) year from the date the employee is permanently in that position. Working in the position, either acting or interim status, shall not count towards the probationary period.

Section 6 Salaries

6.1 Compensation Plan

Effective January 1st, of each year, the monthly salary range for each classification shall be as follows:

The hourly rate of pay shall be calculated by multiplying the appropriate monthly rate by twelve (12) and dividing that total by 2080 for forty (40) hour workweek employees or dividing the total by 2912 for fifty-six (56) hour workweek employees. The rates of pay set forth herein represent, for each classification, the standard rate of pay for full-time employment, and represent the compensation due employees, except for overtime compensation and other benefits specifically provided for by the Employer, unless specifically indicated otherwise in the schedule.

See salary schedule listed in Appendix A.

6.2 Original Appointment

No Firefighter or Fire Captain shall receive a salary not in conformance with this section. The minimum rate for the classification generally shall be assigned to employees upon original appointment; provided, however, the Employer may, when circumstances warrant it, appoint, reinstate or promote at other than the minimum rate, but not more than the maximum rate.

6.3 Salary Advancement

No Salary advancement shall be made so as to exceed the maximum rate established in the WFPD Pay Scale for the employee's classification. Advancements shall be automatic.

6.4 Anniversary Changes

Permanent and probationary employees serving in regular positions shall be advanced to the next higher salary step for their respective classification after completion of one (1) year of full-time satisfactory service in each of the salary steps until the top of the range for the classification is reached.

Changes in an employee's salary because of promotion or demotion establish a new salary anniversary date for that employee.

A demoted employee's rate of pay shall not be set at a lower rate than he would have received had he remained in the lower class.

6.5 **Senior Firefighter Pay**

The following will be the requirements to be fulfilled in order to qualify for the Senior Firefighter pay, in the form of a salary step increase. This salary step increase is available to all members of the bargaining unit, if they meet the following qualifications:

- Completion of 20 years as a paid professional firefighter employed by The Woodside Fire Protection District.
- Woodside Fire Protection District has a cadet program that is funded and administered by the College of San Mateo. This program is not contracted to any retirement agency or program and will not be recognized as part of the qualifying formula for senior firefighter pay.
- All Employees hired prior to January 1st, 2017 will be grandfathered in to the old agreement, as defined below:
 - Completion of 20 years as a paid professional firefighter with at least 10 of those completed years employed by the Woodside Fire Protection District.

6.6 **Paydays**

Payday shall be at least twice monthly. In the event that this day falls on a weekend or holiday, payday will be the preceding workday. Payroll periods are calculated from the 6th through the 20th, and from the 21st through the 5th of every month.

6.7 **Confidentiality of Paychecks**

The Employer will institute paycheck distribution procedures, which will result in confidentiality (i.e. sealed envelopes for those employees not on duty or present to receive their check).

6.8 **Salary Increase**

Increase of 6% starting January 1st 2023

Increase of 5% starting January 1st 2024

Increase of 4% starting January 1st 2025

Section 7 Days & Hours of Work

7.1 Work Schedule

The work schedule for employees in the classification of Firefighter, Paramedic/Firefighter, Fire Captain and Fire Captain/Paramedic shall be an average of fifty-six (56) hours. The work schedule shall consist of two (2) twenty-four (24) hour on-duty periods within a six (6) day cycle to be worked in accordance with the following chart:

X = 24 hour on-duty period
O = 24 hour off-duty period
XXOOOO

7.2 Starting Time

The regular starting time for Firefighters and Captains scheduled for a fifty-six (56) hour workweek shall be 8:00 a.m. For all approved work performed prior to such regular starting time, or after such quitting times, overtime shall be paid.

7.3 Exchange of On-Duty Time (Trades)

The entire exchange, including pay back, shall be handled between the employees. In no event shall overtime pay be granted for hours worked beyond the fifty-six (56) hour duty cycle as a result of an exchange of on duty time.

7.4 Shift Trade Standards

A shift trade, for purposes of definition, shall mean a twenty-four (24) hour exchange of on-duty time or any part thereof.

The trading of shifts is a privilege for employees, and the ability to trade is based on acceptable job performance. Abuse or misuse of the intent of the trading privilege, or poor job performance, may result in revocation of the privilege. Shift trades are not to affect staffing levels under any circumstances. This is an agreement between members only.

A request for a shift trade shall be submitted via Telestaff, filled out in every detail and submitted at least 24 hours in advance of such intended use or at BC's discretion. Notification must be sent to the appropriate Officer for the request to be approved.

It shall be the responsibility of the designated replacement to report to duty on the agreed date and time on the shift trade request.

If a replacement member is unable to fulfill their obligation it is their responsibility to either cancel the original agreement or find another replacement to fulfill the agreement. If they are not able to find a replacement or cancel the trade agreement then the member is responsible for making up the time lost to the District. The burden of responsibility rests solely on the person who commits to the shift trade as the replacement.

The member, who is on the OT list, and who owes Woodside Fire Protection District time shall pay back at their first OT shift after being notified they owe the District. The Finance Manager and appropriate Chief Officer shall be notified and confirm the obligation is fulfilled. Should the employee owe more than 24 hours to the Employer, the employee will meet and confer with the Union and Employer in order to develop a plan for repayment.

Should the employee wish to utilize their vacation hours as a form of repayment, it will require the written approval of the Fire Chief, and will be repaid on an hour for hour basis.

If an individual owes the District and is not on the OT list, they must pay the District in the form of a payroll deduction, or have the appropriate hours deducted from their vacation balance, on an hour for hour basis. No shift trades between the affected member and other members will be approved until this obligation is paid back to the department.

At no point shall the exchange of shifts (i.e. shift trade) cost the District money. If an individual owes the District and does not work OT to fulfill the obligation, the monetary charge will be the hours of the trade, at the employee's OT rate.

Sick leave will not be affected.

7.5 General Requirements for Shift Trade Approval

Department personnel, who are a part of the shift trade request, shall have comparative qualification in their ability to drive fire apparatus and their general firefighting skills. This may be waived by a Chief Officer. A probationary firefighter shall not be allowed the privileges of shift (give or receive a trade) trading within the first six months of completion of academy.

Shift trading shall be a mutual transaction between department members and it shall not place any responsibility or liability upon the Woodside Fire

Protection District for any actions, inaction's or financial obligation resulting from a breach of agreement between members.

7.6

SHIFT BIDDING

Once a year, based on seniority, 56-hour employees will have the option of bidding for a specific shift. The Union will conduct the selection process under the direction of the Fire Chief and/or his designee.

Shift selection shall take place during the month of October. Captains will bid first, and Firefighters will bid second.

Captain Paramedics cannot fill the primary paramedic slot during the bidding process. When the last individual has made his/her choice of shift, the bidding process will be complete.

If a selection develops where the Fire Chief or his/her designee opposes the election, the Fire Chief or his/her designee will notify the Union and individual, in writing, of his/her reasons. This opposition is subject to review between the Fire Chief or his/her designee and the Union within ten (10) working days thereafter. A policy defining Shift Bidding responsibilities shall be located on Lexipol.

Section 8 Compensation

8.1 Overtime

Overtime is authorized time worked beyond the regular scheduled workweek in Section 7.1 Overtime shall be compensated at one and one half (1.5) times the employee's regular rate of pay. Emergency callback or holdover time for less than a full shift shall be compensated at one and one half- (1.5) times the employee's hourly rate of pay. Compensation shall be made in fifteen (15) minute increments.

See Appendix A

8.1.1 Leaving the Overtime List (OT List)

Employees may voluntarily choose to leave the OT List under the following conditions:

- 1) A maximum of one (1) employee per shift for a total of three (3) personnel, department wide
- 2) Should multiple members submit requests to leave the OT List, then the senior most employees will be given preference.
- 3) Employees must submit their request, in writing, to the Union and the Employer between September 1st and September 15th annually. Employees may only leave the OT List for the period of one calendar year from 1/1 to 12/31 of the year in question.

Employees who are off the OT List may not sign up for OT, may not work mandatory OT, and will not be compensated for any additional work performed outside of regular duty.

Should a member who is off the OT List be deployed on Initial Attack Strike Teams, the department will make every effort to relieve the member as soon as possible, while providing for the needs of the WFPD.

8.1.2 Returning to the Overtime List (OT List)

Members who voluntarily leave the OT List may not return to the OT List for the duration of that calendar year.

Members who are removed from the OT List for disciplinary reasons may reenter the list as needed. Those members will be placed on the respective OT and OTM Lists, at a position of the average of all eligible members.

8.2 **Court Pay**

Any Firefighter who is required to attend as a witness or otherwise any court or tribunal on a normally scheduled day off in connection with a matter regarding an event or transaction which has been perceived or investigated in the course of normal duty, shall be paid at their regular rate if on duty and 1 ½ times their regular rate if off duty in addition to reasonable traveling expenses incurred by person attending said court or tribunal.

The proper dress code when representing the District in court will be professional – either full class B uniform, or business attire pending Fire Chief approval.

8.3 **Out of Classification Pay**

Whenever a Firefighter, Paramedic, or a Fire Captain is assigned the regular duties of a higher paid classification, they shall be paid the rate of pay applicable in the event of a permanent promotion.

An employee working in a higher rated classification will receive the pay for the first and subsequent hours of work.

The amount of compensation is based on the hourly rate of the first step of the higher paid classification, minus the hourly rate of the top step (not including senior pay) of the classification the employee normally works. (See Appendix A – Acting OT rates).

8.4 **Emergency Callback Pay**

If an employee is called back to work for the purpose of responding to an emergency (or assisting the District with emergency operations), they shall be compensated for such work performed outside of the regular duty shift at the overtime rate. The employee's callback pay shall begin upon confirming the call to respond to the station (this is the confirmation call to report, not the initial page out time). Personal time needing to be completed prior to responding to work shall not be counted as compensatory time. In no event shall the employee receive less than two (2) hours of overtime compensation for each such callback. Pay will be in quarter-hour (15 minute) increments after the first two (2) hours. In this Section, over-time shall be at the rate of time and one-half (1.5), based on a fifty-six (56) hour workweek.

8.4.1 Examples of Emergency Callbacks

- Natural Disasters / Fire Weather Staffing / Winter Weather Staffing
- Greater Alarm Incidents

- Strike Team Deployments
- EOC Activation
- Unexpected vacancies mid-shift
- Any other reason as approved by the Fire Chief

8.5 **Holiday Pay for Fifty-Six (56) Hour Workweek Employees**

Employees who work the fifty-six (56) hour workweek schedules shall be paid at a rate of six percent (6%) of their monthly salaries.

Section 9 Maintenance of Skills for Paramedic and EMT

9.1 Maintenance of Skills for Paramedic

All personnel are required to maintain any and all applicable certifications and licenses required for the classification of paramedic. Failure to obtain and/or maintain their licenses in a timely manner may result in either termination of their paramedic classification or employment.

Woodside Fire Protection District will reimburse the necessary dollar amount for the cost of paramedic recertification.

9.2 Maintenance of Skills for EMT

All personnel are required to maintain any and all applicable certifications and licenses required for the classification of EMT. Failure to obtain and/or maintain their licenses in a timely manner may result in either termination of their EMT classification or employment.

Woodside Fire Protection District will reimburse the necessary dollar amount for the cost of EMT recertification.

Section 10 Leaving/Re-Entering the Paramedic Program

10.1 Leaving the Paramedic Program - Firefighter/Paramedic

It is understood by parties to this understanding that all members holding paramedic specialty pay status have an obligation to maintain the status while the terms and conditions of this understanding remain in effect.

The Employer agrees to maintain a maximum of two non-ambulance firefighters per shift for the duration of the memorandum unless the total number of such firefighters exceeds six (6) department-wide. Non-ambulance firefighters are defined as one of the following:

- Firefighter/EMT or Firefighter/Paramedics who have over 20 years of service with WFPD.

Members shall have the option to leave the paramedic program under the following conditions:

- The Employer shall maintain a sufficient number of paramedics to meet the operational needs of the Woodside Fire Protection District. A verified ability to meet our minimum needs must exist before any employee will be allowed to leave the program.
- The member must be a San Mateo County certified and/or licensed paramedic with at least fifteen (15) continuous years of service with the Woodside Fire Protection District as a Firefighter/Paramedic.
- Priority to leave the paramedic program will be based on departmental seniority.
- Members shall be offered the Firefighter/EMT position when this opening is created through retirement, injury, medical reasons, etc...

Members must declare their intent to leave the paramedic program in writing to the Fire Chief.

10.2 Leaving the Paramedic Program – Captain/Paramedic

Upon promotion from Firefighter/Paramedic to Captain/Paramedic, and after completion of the one (1) year promotional probationary period, those personnel must make a decision to remain as Captain/Paramedic, or forgo paramedic specialty pay and assume the rank of Captain.

Members must declare their intent to leave the paramedic program in writing to the Fire Chief.

10.3

Re-entering the Paramedic Program

An individual may re-enter the program under the following conditions:

- All appropriate certifications and licenses are current and up to date.
- All San Mateo County EMS requirements for accreditation have been met, as well as any requirements for resuming paramedic status after not working for an extended period of time. (If applicable)
- Upon approval of the WFPD EMS Battalion Chief as well as the Fire Chief, or his/her designee.

The District reserves the right to confirm the employee has the knowledge and/or skills to resume their role as a paramedic with the WFPD. Examples may be in the form of: an interview, written or practical examination, field evaluation, etc. The WFPD EMS Battalion Chief, or his/her designee, shall have the right to determine if any of these are required.

Section 11 Vacation

11.1 Vacation

Definition - Platoon is one of the three- (3) groups of personnel on shift. Annual vacation leave for shift personnel shall be accrued by the following method:

An employee must complete their first year before vacation leave may be taken.

Upon the completion of one (1) to five (5) years	144 hours
Beginning the sixth (6) year	192 hours
Beginning the eleventh (11) year	264 hours
Beginning the sixteenth (16) year	312 hours
Beginning the twenty-first (21) year	360 hours
Beginning the twenty-sixth (26) year	408 hours

If an employee will be completing their fifth, tenth, fifteenth, twentieth, or twenty-fifth year, during the calendar year where vacation within that year is being picked, they will be allowed to pick as if they had completed that year.

The maximum amount of unused Vacation that can be carried over from year to year is half the employee's yearly accrual, to a maximum of 624 hours total.

11.1.1 Special Assignment Captain - SA

The SA Captain accrues vacation according to the following formula:

Upon the completion of one (1) to five (5) years	136 hours
Beginning the sixth (6) year	176 hours
Beginning the eleventh (11) year	216 hours
Beginning the sixteenth (16) year	248 hours
Beginning the twenty-first (21) year	280 hours
Beginning the twenty-sixth (26) year	312 hours

11.2 Vacation Picking

Vacation shall be picked on a seniority basis on each shift.

Vacation picking will begin on November 15, unless a change is mutually agreed upon by the Employer and Union. Personnel going on vacation during the vacation-picking period (November 15, through December 31) will designate another member of their platoon to pick for them in their absence. When it is an employee's turn to pick they will have 72 hours from the time they are notified to submit their picks to the station 7 Captain (or the person designated to handle the vacation picks or they will forfeit their turn and "pass" will be written in their place.

First Pick: Any number of shifts between one (1) and eight (8) within four (4) consecutive tours.

Second Pick: Any number of shifts between one (1) and four (4) within two (2) consecutive tours.

Third pick or later, half (1/2) shifts may be taken. On the third pick or later a maximum of four and one half (4 1/2) shifts may be taken.

Six half (1/2) shift vacation picks (12hr VAC) may be picked in a single year.

Half Shift vacation picks must be taken between 0800 hours and 2000 hours or 2000 hours and 0800 hours. (NO EXCEPTIONS)

Only two (2) employees may select a vacation day at a time. The Fire Chief or Deputy Chief may grant a third employee the ability to be on vacation at the same time.

Each shift will maintain a vacation pick log. This log will be maintained by a designated Company Officer or appropriate designated personnel and will be made available to each member when it is his or her turn to pick. This log may be kept digitally.

Vacation may be picked out of turn by getting approval of the entire shift.

If a member does not want to make a selection when their turn is due; "pass" will be indicated in the log and sign or initial the same.

If a member decides to change their vacation or fails to pick a vacation by December 31, they must select from what time is still available without affecting other members' selections.

Members must have their selected vacation days applied in Telestaff by January 31st. Failure to input the request into Telestaff by January 31st will result

in the forfeiture of the secured vacation day, and open to normal vacation filling and rules.

11.3 **Reimbursement for Unearned Vacation Leave**

If the employment of any full-time employee should cease, and if they actually have taken more vacation leave than they had accrued at the time of termination of employment, there shall be a deduction from their final pay, or they shall refund to the District, such pay as they have received for vacation leave therefore taken by them.

11.4 **Payment for Unused Accrued Vacation Leave upon Termination of Employment**

If the employment by the District of any full-time employee should cease, they shall be given, at the time of such termination, full pay for any vacation leave that they may then have accrued.

11.5 **Payment for Annual Unused Vacation Leave**

WFPD will allow all WFPD employees to accrue up to 624 hours of vacation time. All WFPD employees will be required to take at least half of their yearly accrued vacation for that year not including 1st year employees. As of December 31st of that year, all remaining vacation hours above the accrual, will be paid to the employee at straight time. The Fire Chief may grant exceptions to this rule. All requests for an exception to this rule must be made in writing to the Fire Chief.

11.6 **Vacation Usage**

Members must use vacation in 12 or 24 hour increments. No more than two (2) employees may be on vacation on a given day.

Exceptions to this rule include the following designated holidays, in which only one (1) employee may be on vacation per day:

- New Year's Day
- MLK Day
- Presidents Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving
- Christmas Eve

- Christmas Day
- New Year's Eve

Section 12 Sick Leave

12.1 Accrual of Sick Leave

Shift employees shall accrue sick leave credit at the rate of twelve (12) hours per month, or one hundred forty-four (144) hours per year.

Uniformed non-shift employees shall accrue sick leave at the rate of eight (8) hours per month, or ninety-six (96) hours per year.

Unused sick leave may be accrued without limit.

An employee, who is off duty due to injury or illness, shall not accrue sick leave for days not paid; however, sick leave shall accrue during an absence, which is the result of occupational disability resulting from District service.

If accrued sick leave is totally used, members shall draw no further pay from the District, however, the Board of Directors may authorize a leave of absence without pay when they deem such action appropriate, and in the best interest of the department. There shall be no arbitrary or discriminatory refusal of leave if the employee is seriously ill.

An employee, who has been properly suspended from duty in accordance with all provisions of the Memorandum of Understanding and applicable state law, shall not accrue sick leave during the suspension from duty.

Upon termination of an employee with the District, all rights, benefits and sick leave accrual shall cease to accumulate or continue in force.

12.2 Sick Leave Usage

Sick leave shall not be considered a privilege that an employee may use at their discretion, but shall be allowed only in cases of necessity and actual sickness, including necessary physician appointments or disability. Sick leave may be used for illnesses of the employee or immediate family.

During any period of sick leave, no employee shall apply themselves whatsoever to any outside employment without permission from the chief of the department.

An employee shall not be allowed to work overtime during the period they are on sick leave. If an employee chooses to work during that time frame, their pay code will be adjusted back to what it was prior to the sick leave notification.

Employees on job-connected disability shall not be charged for sick leave.

For absences of more than five (5) consecutive calendar days for non-shift employees and four (4) consecutive shifts for shift employees, or after taking eight (8) sick days in any calendar year, the employee must file with the Fire Chief, or his designee, a statement by a person licensed to practice medicine or dentistry that said employee was under a doctor's care while absent, unless waived by the Fire Chief

When an employee returns to work after any absence chargeable to sick leave or as a result of an industrial injury or illness, the District may require a statement from the attending doctor that the employee is in fit physical condition to perform all the duties of their position. In addition, the employee may be required to undergo a medical examination at the District's expense, to be performed by a doctor designated by the District.

Sick leave for shift and non-shift employees shall be charged against the accrued sick leave on an actual time basis.

12.3 **Sick Leave at Termination**

Employees whose District service is terminated because of retirement through the State of California Public Employees Retirement System (PERS) shall be eligible for payment up to 6 months and 6 holidays, providing the employee has sufficient hours accrued.

12.4 **Sick Leave Buy-Back**

Refer to Sick Leave buyback policy.

12.5 **Notification Requirements**

Employee or their designee will make entry into Telestaff when they are sick. Employee will then notify the on-duty Battalion Chief or, if unavailable, to the station 7 Captain by 7AM of duty day.

Employee reporting sick while on duty shall notify their direct supervisor.

Employees shall attempt to keep the District informed of their continuing condition and probable date of return to work.

Section 13 Leaves of Absence

13.1 Workers Compensation Leave

Industrial accident leave (Workers Compensation or WC) means the absence from duty of an employee because of work-incurred illness or bodily injury when such absence has been accepted for coverage under the provisions of the Workers' Compensation laws of the State of California, and such leave shall not be deducted from the employee's sick leave balance.

As a condition of receiving pay under this rule, the employee shall be required to assign or endorse to the Employer any temporary disability compensation received as a result of the Workers' Compensation insurance program during such period of pay by the Employer.

Employees shall only be entitled to receive such pay differential for a maximum period of one (1) year; provided, however, that earned vacation and sick leave may be used beyond this one (1) year period to make up said pay differential.

All employees when on Workers Compensation Leave will follow and adhere to the Return to Work Policy of the Woodside Fire Protection District.

13.2 Jury Duty

Each full-time employee who is required to take time off from duty to serve as a juror in any Court of this State, or of the United States of America shall receive their regular base compensation less all jury fees received excluding mileage. Each employee receiving a notice to report for jury service shall immediately notify their immediate supervisor.

13.3 Extended Leave without Pay

The Board of Directors may authorize a leave of absence without pay to any member when they deem it appropriate and in the best interests of the department; however, such leave shall not exceed six months from date of approval. If a leave of absence without pay is granted there shall be no accrual of sick leave or any other benefits during such period.

13.4 Pregnancy Leave

The employer will follow all ***Federal or State Law regarding pregnancy disability coverage and the California Family Rights Act (CFRA).***

- An employee who is pregnant shall report her condition immediately after diagnosis is made, to an on-duty B/C. If a physician has not certified the diagnosis, the employee has 30 days to provide the department with a medical diagnosis. In the interim, the employee shall be placed on light duty.
- In the instance that the pregnancy is confirmed, the department considers the employee to be unable to perform normal duty. With this the employee has several options:
 - A) The employee has the option to consult her private physician to retain full duty status. Once the employee notifies the department of her pregnancy, it shall be the responsibility of the employee to provide the department with a signed work status report. The report will state the physician's recommendation for the employee's work status.
 - B) The employee may work light duty if her attending physician determines light duty to be appropriate. If this option is chosen, the employee will need to have her physician fill out a work status report. It is the employee's responsibility to ensure that the work status report is completed by the physician and returned promptly to her shift B/C.
 - C) The employee may use earned sick leave if her physician certifies that she is unable to perform her regular work.
 - D) The employee may use earned vacation leave.
 - E) The employee may take a leave of absence. The Fire Chief, upon written request of a full-time employee, may grant a leave of absence without pay for a maximum period of 1 year. Whenever granted, such leave shall be in writing and signed by the Fire Chief.
 - F) In accordance with California Pregnancy Disability Leave (PDL), eligible employees may receive up to four months of unpaid leave when they are disabled due to pregnancy, childbirth or a related medical condition. Leave taken for pregnancy disability does not have to be taken at one time. Leave can be taken before or after birth or at any period of time the woman is physically unable to work because of the pregnancy or pregnancy-related condition. Periods of leave may be totaled in computing the four months of leave.
The employee may use earned sick leave if her physician certifies that she is unable to perform her regular work.
- During light duty, the employee may take vacation time or sick leave for any doctors' appointments.
- Employees will not lose seniority due to pregnancy-related leave or light duty assignment. This would not apply to unpaid leave.

- Employees eligible to take a promotional exam will be allowed to participate in the examination process, provided the employee's physician certifies in writing that the employee is physically capable of participating in the exam process. The department will not be responsible for conducting any additional exams in order to accommodate employees who are unable to participate in the process.
- Probationary employees shall fulfill any and all probationary obligations upon returning to normal duty.
- During the course of pregnancy, uniforms shall be worn until fit or comfort precludes such, at which time appropriate civilian attire will be allowed.
- Full health benefits shall be maintained for the employee during the course of pregnancy, so long as the employee is on light duty or paid leave. Health benefits for employees who choose leave of absence will be paid for by the department for 30 days following commencement of leave. Thereafter, the employee may continue coverage at her own expense if she so desires.
- Employees will not be required to use sick leave or vacation if they are willing and able to work a light duty assignment.
- Other disabilities caused or contributed by a pregnancy, miscarriage, or abortion will be treated as a pregnancy related condition.
- Employees shall return to active duty upon receipt of a status report that indicates that the employee is physically able to resume normal duty status.

13.5 **Maternity/Paternity Leave (MPL)**

Upon the birth or adoption, of a child less than 1 year of age, employees are to receive (5) 24hr shifts of Paid Time Off (PTO) for Maternity/Paternity leave, to be used during the first (5) 24hr shifts of the employee's assigned platoon or immediately upon return from Pregnancy Leave. The MPL PTO will be considered as 'use it or lose it' and will not be carried over or extended past the first (5) 24hr shifts.

Employees may be allowed to return to work prior to the full usage of the MPL PTO. Any remaining MPL not used due to a return to work will be considered forfeited.

While on MPL, employees will not be allowed to work Overtime (OT), Shift Trade Working (TRD+), or OT Mando Cover (OTMC). Any employee who chooses to work in any of the aforementioned capacities will forfeit the remainder of their MPL.

Upon returning to work, employees will submit either a valid Birth Certificate or U.S. Hague Adoption Certificate/Custody Declaration within 90 business days. Failure to submit the appropriate documentation will result in disciplinary actions as well as the equivalent loss of vacation shifts as MPL shifts used. Should an employee be unable to cover the days with accrued vacation shifts, then the required vacation shifts will be deducted from future vacation accrual.

13.6 **Bereavement Leave (BL)**

The Fire Chief shall have the discretionary power to authorize a bereavement leave for such time as is necessary for the employee to resolve his immediate situation. All BL requests shall be made via notification to the On-Duty BC.

In any event, it shall not extend beyond 30 calendar days following death. In such instances, the employee shall not be charged with sick leave or any loss of pay, up to a maximum of 48 hours. If the employee requires additional time, the Fire Chief may grant it, but the time off shall be charged against the employee's accrued sick leave, or vacation time.

Immediate Family is defined as: spouse, parents, stepparents, spouse's parents, grandparents, spouse's grandparents, sister, brother, sister-in-law, brother-in-law, son, daughter, stepchildren, or domestic partner.

13.7 **Annual Military Leave (ML)**

The employer will provide military training leave to employees who are obliged by their participation in State or National military reserve units to attend annual training tours. A District employee is entitled to a paid military leave for up to two (2) weeks each year for the purpose of Active military training (encampment, naval cruises, special exercises or like activities).

A district employee is not entitled to paid military leave for weekend drills that conflict with regularly scheduled workdays. Each employee required to report for such military service shall, no later than 30 days prior to the date of departure, notify the immediate supervisor in writing.

Annual military leave will not be charged to an employee vacation leave.

13.8 **Family or Medical Leave (FMLA)**

Woodside Fire Protection District will recognize eligible employees' need for leave in accordance with the (Family & Medical Leave Act) and CRFA

(California Family Rights Act) to care for an immediate family member or for an employee's own serious health condition, which makes the employee unable to perform the functions of their position. Woodside Fire Protection District will comply with all guidelines as set forth in the federal and state policies. Employees may utilize accrued Sick Leave (SL) to ensure financial stability during leave up to a maximum of 120 hours.

Section 14 Health & Welfare

14.1 Medical Insurance

The Woodside Fire Protection District is a local agency contracting under the Public Employees Medical and Hospital Care Act.

The Employer's contribution for each employee or annuitant shall be the entire amount necessary to pay an employee's or annuitant Kaiser Family Bay Area premium only, or if the employee or annuitant has a dependent, then pays the employee or annuitant and two or more dependent premiums, whichever is applicable, plus major medical for same.

Effective 1/1/2023, the Employer agrees to pay 100% of Kaiser Family Bay Area, not to exceed \$2450 per month.

Effective 1/1/2024, the Employer agrees to pay 100% of Kaiser Family Bay Area, not to exceed \$2600 per month.

Effective 1/1/2025, the Employer agrees to pay 100% of Kaiser Family Bay Area, not to exceed \$2750 per month.

Additionally, the Employer agrees to pay the balance over and above any cap on monthly medical that is agreed to in this MOU to any employee who successfully retired prior to 1/1/2020.

The Woodside Fire Protection District's contribution shall be periodically adjusted, when necessary, to maintain the cost of any increase/decrease of said plan.

14.2 Dental Insurance

The Employer will provide to all employees, at no cost, a dental plan for the employee and their dependents. Policy in employee benefits package per contract. Any changes to the dental provider shall require both the Employer and Employee to meet and confer.

14.3 Long-term Disability Insurance (LTD)

The Employer shall contribute the full amount necessary to provide long-term disability benefits.

Any changes to LTD Insurance during the duration of this agreement shall require both parties' approval.

14.4 **Deferred Compensation**

The Employer offers participation in deferred compensation programs. These programs are subject to change, and any changes will be submitted to all members in writing.

14.5 **Inoculations**

The Employer will provide tuberculosis screening, pulmonary physicals, and hepatitis B inoculations as outlined in the Injury & Illness Prevention Plan.

14.6 **Vision Plan**

The Employer will provide to all employees, at no cost, a vision plan for the employee and their dependents. Any changes to the vision provider shall require both the Employer and Employee to meet and confer.

14.7 **Employee Assistance Plan**

The Employer will provide, at no cost to the employee, a resource to offer a private, direct connection to experienced professionals trained to help find solutions through an Employee Assistance Plan (EAP). Any changes to the EAP provider shall require both the Employer and Employee to meet and confer.

14.8 **Domestic Partner Benefits**

The Employer will recognize and grant Domestic Partner benefits, as per CalPERS guidelines.

Section 15 Uniforms

15.1 Uniform Allowance

All classifications represented by the bargaining unit shall be paid an annual uniform allowance of one-thousand dollars (\$1,000). This allowance is reportable compensation for all Pers Classic members. It will be paid between August 1st and August 15th of each calendar year, for that year. Items to be covered under this allowance are:

Uniform pants	Uniform black tie
Uniform shirts	Uniform sweater
Uniform caps	Name tag/Collar Pins/Belt Buckle
Uniform belts	Coveralls
Gym Clothes	Class A Uniform
Approved footwear (must meet ANSI & OSHA Standards)	
Black Ben Davis 100% cotton pants or equivalent.	

See Uniform Policy for further information.

Probationary employees, who after obtaining permanent employment, shall be in possession of a Class A Uniform within six (6) months.

Employees' uniforms are to be inspected annually, in September, under the supervision of the Shift Battalion Chief.

15.2 Union Pins and Emblems

Pins and emblems denoting affiliation with the International Association of Firefighters, Federated FireFighters of California, or San Mateo County FireFighters Local 2400, may be displayed at the discretion of the member. The Fire Chief may authorize the display of further pins and emblems.

15.3 Grooming Standards

Each member of this department must maintain a high standard of dress and personal appearance to accomplish the objectives of individual safety, neatness, cleanliness, and acceptable public image. It is the responsibility of each member to be properly groomed while on duty.

See Grooming Policy for further information.

15.4

Jewelry

Employees are not allowed to wear any type of jewelry on their face, head, or ears while on duty.

Section 16 Reimbursement

16.1 Educational Reimbursement

Reimbursement is for course fees, including texts and materials, backfill coverage, lodging, meals, and transportation. Travel and housing will need prior arrangements and approval from the Fire Chief or his/her designee. See Education Reimbursement Policy for further details.

Reimbursement will be made only on successful completion of courses. If an employee does not receive a certificate for a SFM course they will not be reimbursed for that course.

Employees will be required to pay for courses; then, upon successful completion of the course, they will be reimbursed.

Conventions, Symposiums, Workshops, and College Education will need prior approval of the Fire Chief, or his/her designee, for reimbursement.

Please refer to the Education Reimbursement Policy, as each employee will be given a maximum \$4000 allowance to use on a fiscal year basis.

Any unused funds are subject to be allocated to other employees as approved by the Fire Chief, or his/her designee. The input of the line personnel shall be considered and, if necessary, voted on to manage said unused funds.

Employees may willingly donate/gift all, or a portion of, their \$4000 allowance to another employee as approved by the Fire Chief, or his/her designee. The employee is required to submit this request in writing.

Employees who receive donated/gifted funds may use said funds for course fees including texts and materials, backfill coverage, lodging, meals, and Transportation.

16.2 Reimbursable Courses – Fire/Rescue

The tuition for the following classes is to be paid for solely by WFPD:

Fire Officers

SFM Fire Officer Certification Courses.
SFM Chief Officer Certification Courses.
SFM ICS and Strike Team Leader Courses.
Other SFM Level Two courses with prior approval of the Fire Chief, or his/her designee.

Special seminars, courses and fire science classes with prior approval of the Fire Chief, or his/her designee.

Firefighters

SFM Fire Officer Certification Courses.

Other SFM Level One courses with the approval of the Fire Chief, or his/her designee.

Seminars, special courses, and fire science courses with approval of the Fire Chief, or his/her designee.

Haz Mat

Haz Mat First Responder and annual requirements will be provided by the Employer.

- Those wishing to attend special HazMat courses or seminars will need prior approval of the Fire Chief, or his/her designee.

Harassment

Harassment and Discrimination training will be provided by the Employer.

16.3

Reimbursable Courses – EMS

Paramedics shall be compensated up to twenty-four (24) hours of overtime pay, per calendar year, as reimbursement for attending paramedic continuing education to maintain their EMT/paramedic license or attend other applicable EMS courses as approved by the EMS BC. CE must be attended off-duty. EMT/Paramedic reimbursement will only be made upon successful completion and proof of attendance in an approved class on an hour-for-hour basis, based on the hours on the CE certificate.

Section 17 Physical Fitness

The Woodside Fire Protection District physical fitness program/time shall be mandatory for all line personnel. The physical fitness program shall be a one (1) hour minimum program to include: flexibility, strengthening, and cardiovascular, with scheduling left to the discretion of the Company Officer or Battalion Chief; however, whenever possible, it shall be scheduled between 8:00 a.m. and 5:00 p.m.

Section 18 Work on Personal Vehicles

Under our present agreement, employees may work on personal vehicles while on duty, excluding fluid changes. When this policy was enacted certain regulations were outlined and are to be followed for the duration of this MOU. These regulations are listed below:

- The vehicle must be either the personal car of the employee, their spouse or their domestic partner. No exceptions are allowed.
- Work cannot begin before 5:00 p.m. and must be completed no later than 8:00 a.m.
- Personal tools will be allowed. Department tools can be used. Department supplies are not to be used, (for example, oil, parts, welding gas, etc.). Department tools must be authorized by the Company Officer.
- Before work can begin the Company Officer must be notified and approval received.
- All vehicles must be removed from the premises at the completion of the shift.
- Shift assignments are not to be changed in order to work on vehicles.
- Work shall not be done inside the station.

Section 19 Layoff

The Fire Chief, or his designee shall advise employees to be laid off of the action with the reasons therefore in writing. The Fire Chief, or his designee, shall notify employees forty-five (45) calendar days prior to the date such layoff is to occur; except in financial situations outside the control of the District, such notice is not required. With regard to layoff, the least senior employee shall be the first to be laid off, and so on up the seniority list.

Regular employees who have been laid off shall be placed at the top of the appropriate recall list in order of total cumulative time served in regular status. The names shall remain for a period of two (2) years unless the laid off employees are reemployed by the District during this period or the laid off employee declines reemployment when offered. For purposes of recall, the District shall send to the employees last known address notice of recall by certified mail with return receipt. The employees shall have fifteen (15) days from the date of mailing to notify the District of his intentions. Failure to respond within the fifteen- (15) day period shall result in the removal of the employee's name from the recall list and the loss of seniority. It is the responsibility of the employee to advise the District of their current address. This applies to members of the bargaining unit only.

Section 20 Residence Requirements

For the duration of this memorandum, there shall be no residence requirements.

Section 21 Retirement

21.1 PERS Retirement Formula

21.1.1 - Safety Pension Group A: 3% at 50 Safety Retirement

The employer agrees to provide the Public Employees Retirement System 3% @ 50 retirement plan, highest year compensation, 1959 Survivor benefits, and age 50 Actuarial Discounted Retirement Allowances for Safety Members (Section 20952.5) at level 4, for Employees hired before 1-1-2012.

21.1.2 - Safety Pension Group B: 3% at 55 Safety Retirement

The Employer agrees to provide Employees hired after 1-1-2012 with the PERS 3% @ 55 retirement plan.

21.1.3 - Safety Pension Group C: 2.7% at 57" Safety Retirement

The Employer agrees that all Employees hired after 1-1-2013 will be provided the Safety PEPRA (Public Employees' Pension Reform Act of 2013) 2.7% @57 Retirement plan.

21.2 **Retiree Benefits**

Dental: Same coverage for retiree and spouse as full-time employee.

Vision: Same coverage for retiree and spouse as full-time employee.

Medical: Same coverage for retiree and spouse as full-time employee.

- WFPD agrees to pay the balance over and above any cap on monthly medical that is agreed to in this MOU, to any employee who successfully retired prior to 1/1/2020.

21.3 **PERS Member Contribution**

21.3.1 - All Employees in Pension Groups A and B described above will make the 12% PERS member contributions by payroll deduction.

21.3.2 - All Employees in Pension Group C described above will pay the employee contribution required by PEPRRA, subject to all provisions of that law.

21.3.3 - When employees pay their PERS Member Contributions pursuant to sections 21.3.1 and 21.3.2 above, the Employer will provide for member contributions to be made as allowed under provisions of IRS Code Section 414(h)(2)

Section 22 Changes of Interpretations

No change in this agreement or interpretations thereof will be recognized unless agreed to by the Employer and the Union. All other grievances may be finally settled at the department level by the methods set forth in the grievance procedure hereunder.

Section 23 Grievance & Appeal Procedure

23.1

General Description

Definition: A grievance is an actual dispute or complaint by one or more affected employees regarding the interpretation of the terms and conditions contained in this agreement or the Woodside Fire Protection District (WFPD) Rules and Regulations as they apply to wages, hours, and conditions of employment.

Time Limit: Grievances not resolved informally must be filed with the Fire Chief within ten (10) days of the incident or occurrence which prompted the grievance.

Formal Presentation: The formal presentation of a grievance shall be written and shall state the circumstances over which the employee(s) is/are aggrieved, the Section(s) of the agreement which have been thought to be violated, and the remedy sought.

Representation: The grievant shall have the right to be represented at all steps of the grievance procedure by a person or organization of his own choosing. If the grievant wishes to have as a representative someone other than an official of San Mateo County Firefighters, Local 2400, he shall so inform the Fire Chief at least forty-eight (48) hours prior to any scheduled meeting.

Days: The time limits provided herein refer to calendar days.

Waiver of Time Limits: The time limits provided herein may be waived by the mutual consent of the parties. Such waiver shall be reduced to writing and signed by the parties. The Department shall have no obligation to meet and /or discuss grievances which have not met the time limits set herein.

23.2

First Level

An employee who has a grievance shall first attempt to resolve the grievance (or complaint) through an informal discussion with the Fire Chief. If

such informal discussion does not result in a satisfactory resolution of the complaint, said complaint shall be reduced to writing in accordance with Section 1 above.

A meeting shall be scheduled within ten (10) days following the submission of written grievances to the Fire Chief for the purpose of resolving the complaint. At such meetings, the Fire Chief may have as his spokesman the Department's representative, while the employee may have his chosen representative. The parties will endeavor to resolve the issue(s) before them.

After this meeting, the Fire Chief shall have ten (10) days in which to formally (in writing) answer the grievance. Any settlement reached after the presentation of the written grievance shall be reduced to writing and signed by the parties.

23.3 **Second Level**

In case of an impasse at Level 1, wherein the Fire Chief acts in opposition to the aggrieved, the grievant may request mediation. If the parties are unable to agree upon an acceptable mediator, they shall petition the California State Mediation/Conciliation Service for a mediator.

Any cost incurred through the use of the mediator, which has been agreed to in advance, shall be borne equally by the parties. The mediator shall make no public recommendations nor take any public position concerning the issue(s), but shall work directly with the parties involved.

23.4 **Final Action**

Grievances not resolved within thirty (30) days following Level 1 may be submitted to the WFPD Board of Directors at its first regularly scheduled meeting following impasse at Level 2.

The request for a hearing shall be delivered to the Fire Chief at least fifteen (15) days in advance of the next scheduled Board of Directors meeting (if 15 days' notice can not be given due to the mediation-conclusion date-provided such process takes no longer than 30 days - the grievant shall provide the 15-day notice before the following Board meeting).

Having complied with the above, the grievant and/or his representative may present his case to the Board for settlement. Having heard all the information pertinent to the grievance from both parties, the Board may render its decision or take the matter under consideration until its next regularly scheduled meeting. Such decision, when rendered, shall be contained in the minutes of the Board's meeting and shall be final and binding on the parties to this agreement.

Grievances not submitted to the Board of Directors, or submitted outside the time limits established herein, shall be resolved in accordance with the Fire Chief's decision at Level 1.

The Board of Directors shall have the right to set any hearing coming before it at such time and location as the directors may deem appropriate and in the best interest of the Department.

Section 24 Staffing

The Employer shall maintain the thirteen-person minimum staffing procedure.

Section 25 Separability of Provisions

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

It is mutually agreed that the modifications shown above be made applicable on the dates indicated and that these modifications in conjunction with existing and unmodified rules, regulations, resolutions or ordinances relating to wages, hours and other terms of conditions of employment for employees in this Unit shall remain unchanged for the duration of this agreement unless such changes are as a result of mutual agreement.

Section 26 No Strike

The Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Union, nor any representatives thereof, shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the District, nor to effect a change of personnel or operations of management or of employees not covered by this MOU.)

Section 27 Equipment

The District shall afford the employees the opportunity for input, in regards to equipment, for the purpose of identifying employee concerns and recommendations.

Section 28 Memorandum of Understanding Printing

The printing and binding of the Memorandum of Understanding shall be shared jointly by the District and Union.

Section 29 Rules and Regulations

Both sides agree that the WFPD Rules and Regulations require a significant amount of modification and updating in order to remain relevant. Once re-written and agreed upon, the Rules and Regulations can be incorporated into the WFPD MOU, as a side letter.

Section 30 Board of Directors Minutes

Copies of the minutes of each Board Directors Meeting shall be forwarded to the District VPs' in a timely manner when requested.

Section 31 Duration of Memorandum

The specific modifications in this document shall be made applicable on the dates indicated upon the approval of the Board of Directors; and these modifications relating to wages, hours and conditions of employment shall remain unchanged for the period of January 1st 2023 through December 31st 2025 unless such changes are the result of mutual agreement.

Section 32 Common Mess

The provisions of this section are adopted to assure that all members of fire companies will be available at all times to respond to emergency calls as quickly and efficiently as possible

All employees on each shift at each station may attend a common mess at the station for consumption of meals. Such members may contribute in equal shares for the cost of the meals. The amount of the contribution and the procedures for its collection shall be established at each station by the station captain on each shift. The station captain may delegate the duty of collecting such contributions.

The Fire District shall not be financially liable or responsible for the cost of any meal or the preparation thereof, or for the collection of any funds, or for any other costs undertaken in connection with the provisions of this section

Section 33 Incentive Pay

33.1 WFPD Incentive Pay Programs

WFPD offers the following incentive pay programs to qualified personnel in the bargaining unit. These incentive pay programs are not reportable compensation to PERS at this time. Members eligible for any of the outlined incentives must submit proof of their completion to the Fire Chief or his/her designee by the 1st of the month for processing in that month. Failure to do so will delay compensation until the following month.

33.2 Educational Incentive

Members will qualify based on their single highest level of college education. Multiple college degrees will not result in multiple education incentive compensations.

Possession of an Associate's or Bachelor's degree will be compensated on a monthly basis to a maximum of \$300/mo for an Associate's Degree or \$600/mo for a Bachelor's degree or higher.

33.3 Certification Incentive

Qualification is limited to any one (1) CSFM Certification track. The incentive will not apply to multiple CSFM Certification tracks.

Maximum incentive of \$375/mo for those who qualify for Level I & Level II CSFM Certifications, and maximum incentive of \$250/mo for those who possess only Level I CSFM Certifications.

33.3.1 Level I CSFM Certifications:

- Emergency Vehicle Technician I
- HazMat Technician
- Instructor I
- Company Officer (2014)
- Fire Apparatus Driver/Operator Pump (2015)
- Fire Inspector I
- Fire Investigator (2017)

Possession of all certifications, or its CSFM / FSTEP recognized equivalencies, listed above will be compensated on a monthly basis of \$250/mo.

33.3.2 Level II CSFM Certifications:

- Emergency Vehicle Technician II
- HazMat Specialist
- Instructor II
- Chief Fire Officer (2014)
- Fire Inspector II

Possession of all certifications, or its CSFM / FSTEP recognized equivalencies, listed above will be compensated on a monthly basis of \$375/mo.

33.4 Training Incentive

This incentive is based on in-house WFPD training tracks and each qualifying member will have the appropriate code (AO and/or SR) next to their name in Telestaff upon completion of the requirements. Members may qualify for both AO and SR incentives.

33.4.1 Apparatus Operator (AO) - Maximum Incentive \$125/mo

All WFPD recognized Apparatus Operators prior to December 31, 2015 are to receive the AO Incentive.

WFPD recognized Apparatus Operators after January 1, 2016 must meet the criteria below to receive the AO Incentive:

- Completion of 5 years of service with WFPD
- Completion of WFPD Driver/Operator training CSFM Certifications
 - CSFM Driver/Operator IA
 - CSFM Driver/Operator IB
- Successful completion of the WFPD Driver/Operator test
- Department recognition as qualified Apparatus Operator in the form of a letter from Training Chief or Fire Chief

33.4.2 Search and Rescue (SR) - Maximum Incentive \$250/mo

- Completion of 5 years of service with WFPD
- Completion of all of the following current WFPD (SR) training requirements:
 - CSFM Rescue Systems I or Structural Collapse Specialist 1
 - CSFM Rescue Systems II or Structural Collapse Specialist 2
 - CSFM Confined Space Awareness
 - CSFM Low Angle Rope Rescue Operational or CSFM Rope Rescue Awareness/ Operations
 - CSFM Trench Rescue Technician
- Completion of the following additional CSFM certifications:
 - CSFM Auto Extrication

- o CSFM Rope Rescue Technician
- o CSFM Firefighter Survival

Possession of all certifications, or its CSFM / FSTEP recognized equivalencies, listed above will be compensated on a monthly basis of \$250/mo

33.5 **Spanish Language Incentive**

An employee who has passed Woodside Fire Protection District's proficiency test and uses bilingual skills in job duties arising in the normal course of work shall receive bilingual incentive pay as follows:

Employees will receive pay of \$280/month, starting in January of the calendar year following successful completion of the proficiency test, for a period of 3 years.

Bilingual incentive pay will not be part of the PERS reportable compensation.

Eligibility for the bilingual incentive pay shall be determined by passing WFPD's appointed test. The appointed testing center will test oral and/or written proficiency, respectively. To retain the incentive pay, employees will be required to pass WFPD's proficiency test every three (3) years.

The test will be offered annually on a mutually agreed-upon date.

The Employer will have the ability to offer the test on up to 3 dates per year. Should an employee be unavailable for all testing dates or wishes to qualify for the bilingual incentive pay outside of the agreed-upon dates, the employee will be responsible for all associated costs.

The Business Manager will retain records of personnel who have successfully passed the proficiency test

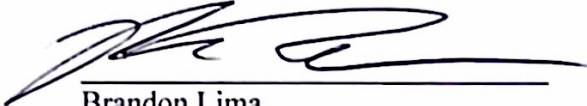
34 **Drug and Alcohol Policy**

The Employer and the Union mutually agree that a Drug and Alcohol Policy is necessary in order to conduct business. The Employer and the Union both agree that the current Policy is in need of revision and will meet and confer at a later date in an effort to finalize any revisions. Upon an agreement from both parties, the Policy shall be added to this MOU as an appendix.

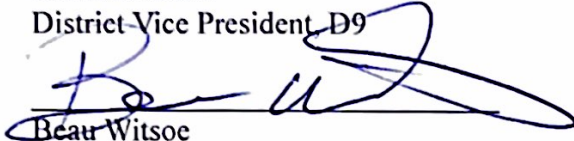
Section 35 - Signatures

Dated: 11/29/2022

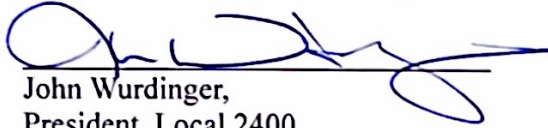
SAN MATEO COUNTY FIREFIGHTERS
LOCAL 2400, DISTRICT 9



Brandon Lima
District Vice President, D9



Beau Witsoe
Stewart District Vice President, D9



John Wurdinger,
President, Local 2400

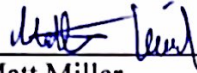
WOODSIDE FIRE PROTECTION DISTRICT



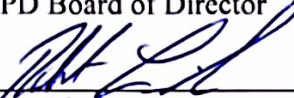
Pat Cain
WFPD Board of Director



Randy Holthaus
WFPD Board of Director



Matt Miller
WFPD Board of Director



Robert Lindner
WFPD Fire Chief

15-Nov-22						
	WOODSIDE FIRE PROTECTION DISTRICT					
		PAY RATES				
	JANUARY 1, 2023 TO December 31, 2023					
POSITION	MONTHLY	SEMI-MON	STR TME	OVR TME	HOLIDAY	FLSA
Captain Senior	\$14,851.94	\$7,425.97	\$61.20	\$91.80	\$891.12	\$206.56
Captain 3rd	\$14,489.70	\$7,244.85	\$59.71	\$89.57	\$869.38	\$201.52
Captain 2nd	\$14,253.49	\$7,126.75	\$58.74	\$88.11	\$855.21	\$198.24
Captain 1st	\$14,005.86	\$7,002.93	\$57.72	\$86.58	\$840.35	\$194.79
Firefighter * Senior	\$12,008.00	\$6,004.00	\$49.48	\$74.22	\$720.48	\$167.01
Firefighter 5th	\$11,715.12	\$5,857.56	\$48.28	\$72.42	\$702.91	\$162.93
Firefighter 4th	\$11,163.41	\$5,581.71	\$46.00	\$69.00	\$669.80	\$155.26
Firefighter 3rd	\$10,741.94	\$5,370.97	\$44.27	\$66.41	\$644.52	\$149.40
Firefighter 2nd	\$10,159.60	\$5,079.80	\$41.87	\$62.81	\$609.58	\$141.30
Firefighter 1st	\$9,137.36	\$4,568.68	\$37.65	\$56.48	\$548.24	\$127.08
Captain Paramedic Senior	\$15,446.03	\$7,723.02	\$63.65	\$95.48	\$926.76	\$214.82
Captain Paramedic 3rd	\$15,069.30	\$7,534.65	\$62.10	\$93.15	\$904.16	\$209.58
Captain Paramedic 2nd Senior	\$15,194.22	\$7,597.11	\$62.61	\$93.92	\$911.65	\$211.32
Captain Paramedic 2nd	\$14,823.63	\$7,411.82	\$61.09	\$91.64	\$889.42	\$206.17
Captain Paramedic 1st Senior	\$14,930.25	\$7,465.13	\$61.53	\$92.30	\$895.82	\$207.65
Captain Paramedic 1st	\$14,566.10	\$7,283.05	\$60.03	\$90.05	\$873.97	\$202.58
Paramedic Senior	\$13,208.68	\$6,604.34	\$54.43	\$81.65	\$792.52	\$183.71
Paramedic 5th	\$12,886.52	\$6,443.26	\$53.10	\$79.65	\$773.19	\$179.23
Paramedic 4th	\$12,279.74	\$6,139.87	\$50.60	\$75.90	\$736.78	\$170.79
Paramedic 3rd	\$11,818.31	\$5,909.16	\$48.70	\$73.05	\$709.10	\$164.37
Paramedic 2nd	\$11,176.33	\$5,588.17	\$46.06	\$69.09	\$670.58	\$155.44
Paramedic 1st	\$10,051.12	\$5,025.56	\$41.42	\$62.13	\$603.07	\$139.79
POSITION	HOURLY	OT SHIFT		Firefighter	OT SHIFT	
Captain * Senior	\$91.80	\$2,203.20	Senior	\$74.22	\$1,781.28	
Captain 3rd	\$89.57	\$2,149.68	5th	\$72.42	\$1,738.08	
Captain 2nd	\$88.11	\$2,114.64	4th	\$69.00	\$1,656.00	
Captain 1st	\$86.58	\$2,077.92	3rd	\$66.41	\$1,593.84	
Captain Paramedic Senior	\$95.48	\$2,291.52	2nd	\$62.81	\$1,507.44	
Captain Paramedic 3rd	\$93.15	\$2,235.60	1st	\$56.48	\$1,355.52	
Captain Paramedic 2nd Senior	\$93.92	\$2,254.08				
Captain Paramedic 2nd	\$91.64	\$2,199.36	INCENTIVES	2023	2024	2025
Captain Paramedic 1st Senior	\$92.30	\$2,215.20	AA Degree	\$300.00	\$300.00	\$300.00
Captain Paramedic 1st	\$90.05	\$2,161.20	BA Degree	\$600.00	\$600.00	\$600.00
	HOURLY	SHIFT	CSFM-Basic	\$250.00	\$250.00	\$250.00
AC*FF/Para	\$6.79	\$162.96	CSFM-Adv	\$375.00	\$375.00	\$375.00
ACOT*FF/Para	\$10.19	\$244.56	S/R	\$250.00	\$250.00	\$250.00
AC*FF	\$6.35	\$152.40	A/O	\$125.00	\$125.00	\$125.00
ACOT*FF	\$9.53	\$228.72	Spanish	\$280.00	\$280.00	\$280.00
MONTHLY TOTAL	1st	1st*Sr	2nd	2nd*Sr	3rd	3rd*Sr
Captain	\$15,041.00		\$15,306.94		\$15,560.60	\$15,949.62
Para*Captain	\$15,845.23	\$16,241.37	\$15,919.22	\$16,528.51	\$16,392.62	\$16,802.43
Firefighter	\$9,939.76	\$11,051.78	\$11,685.26	\$12,143.73	\$12,743.89	\$13,062.50
Para*Firefighter	\$10,933.77	\$12,157.79	\$12,856.15	\$13,358.10	\$14,018.17	\$14,368.62
UNIFORM ALLOWANCE \$1,000						

15-Nov-22						
	WOODSIDE FIRE PROTECTION DISTRICT					
		PAY RATES				
	JANUARY 1, 2024 TO December 31, 2024				.	
POSITION	MONTHLY	SEMI-MON	STR TME	OVR TME	HOLIDAY	FLSA
Captain Senior	\$15,594.54	\$7,797.27	\$64.26	\$96.39	\$935.67	\$216.89
Captain 3rd	\$15,214.19	\$7,607.10	\$62.70	\$94.05	\$912.85	\$211.60
Captain 2nd	\$14,966.17	\$7,483.09	\$61.67	\$92.51	\$897.97	\$208.15
Captain 1st	\$14,706.15	\$7,353.08	\$60.60	\$90.90	\$882.37	\$204.53
Firefighter * Senior	\$12,608.40	\$6,304.20	\$51.96	\$77.94	\$756.50	\$175.36
Firefighter 5th	\$12,300.88	\$6,150.44	\$50.69	\$76.04	\$738.05	\$171.08
Firefighter 4th	\$11,721.58	\$5,860.79	\$48.30	\$72.45	\$703.29	\$163.02
Firefighter 3rd	\$11,279.03	\$5,639.52	\$46.48	\$69.72	\$676.74	\$156.87
Firefighter 2nd	\$10,667.58	\$5,333.79	\$43.96	\$65.94	\$640.05	\$148.36
Firefighter 1st	\$9,594.22	\$4,797.11	\$39.54	\$59.31	\$575.65	\$133.44
Captain Paramedic Senior	\$16,218.33	\$8,109.17	\$66.83	\$100.25	\$973.10	\$225.56
Captain Paramedic 3rd	\$15,822.76	\$7,911.38	\$65.20	\$97.80	\$949.37	\$220.06
Captain Paramedic 2nd Senior	\$15,953.93	\$7,976.97	\$65.74	\$98.61	\$957.24	\$221.89
Captain Paramedic 2nd	\$15,564.81	\$7,782.41	\$64.14	\$96.21	\$933.89	\$216.48
Captain Paramedic 1st Senior	\$15,676.76	\$7,838.38	\$64.60	\$96.90	\$940.61	\$218.03
Captain Paramedic 1st	\$15,294.40	\$7,647.20	\$63.03	\$94.55	\$917.66	\$212.71
Paramedic Senior	\$13,869.12	\$6,934.56	\$57.15	\$85.73	\$832.15	\$192.89
Paramedic 5th	\$13,530.85	\$6,765.43	\$55.76	\$83.64	\$811.85	\$188.19
Paramedic 4th	\$12,893.73	\$6,446.87	\$53.13	\$79.70	\$773.62	\$179.33
Paramedic 3rd	\$12,409.22	\$6,204.61	\$51.14	\$76.71	\$744.55	\$172.59
Paramedic 2nd	\$11,735.15	\$5,867.58	\$48.36	\$72.54	\$704.11	\$163.21
Paramedic 1st	\$10,553.67	\$5,276.84	\$43.49	\$65.24	\$633.22	\$146.78
POSITION	HOURLY	OT SHIFT		Firefighter	OT SHIFT	
Captain * Senior	\$96.39	\$2,313.36	Senior	\$77.94	\$1,870.56	
Captain 3rd	\$94.05	\$2,257.20	5th	\$76.04	\$1,824.96	
Captain 2nd	\$92.51	\$2,220.24	4th	\$72.45	\$1,738.80	
Captain 1st	\$90.90	\$2,181.60	3rd	\$69.72	\$1,673.28	
Captain Paramedic Senior	\$100.25	\$2,406.00	2nd	\$65.94	\$1,582.56	
Captain Paramedic 3rd	\$97.80	\$2,347.20	1st	\$59.31	\$1,423.44	
Captain Paramedic 2nd Senior	\$98.61	\$2,366.64				
Captain Paramedic 2nd	\$96.21	\$2,309.04	INCENTIVES	2023	2024	2025
Captain Paramedic 1st Senior	\$96.90	\$2,325.60	AA Degree	\$300.00	\$300.00	\$300.00
Captain Paramedic 1st	\$94.55	\$2,269.20	BA Degree	\$600.00	\$600.00	\$600.00
	HOURLY	SHIFT	CSFM-Basic	\$250.00	\$250.00	\$250.00
AC*FF/Para	\$6.79	\$162.96	CSFM-Adv	\$375.00	\$375.00	\$375.00
ACOT*FF/Para	\$10.19	\$244.56	S/R	\$250.00	\$250.00	\$250.00
AC*FF	\$6.35	\$152.40	A/O	\$125.00	\$125.00	\$125.00
ACOT*FF	\$9.53	\$228.72	Spanish	\$280.00	\$280.00	\$280.00
MONTHLY TOTAL	1st	1st*Sr	2nd	2nd*Sr	3rd	3rd*Sr
Captain	\$15,793.05		\$16,072.29		\$16,338.64	\$16,747.10
Para*Captain	\$16,637.48	\$17,053.43	\$16,715.18	\$17,354.95	\$17,212.25	\$17,642.55
Firefighter	\$10,436.75	\$11,604.35	\$12,269.51	\$12,750.91	\$13,381.09	\$13,715.62
Para*Firefighter	\$11,480.45	\$12,765.68	\$13,498.95	\$14,026.01	\$14,719.08	\$15,087.05
UNIFORM ALLOWANCE \$1,000						

15-Nov-22						
	WOODSIDE FIRE PROTECTION DISTRICT					
		PAY RATES				
	JANUARY 1, 2025 TO December 31, 2025				.	
POSITION	MONTHLY	SEMI-MON	STR TME	OVR TME	HOLIDAY	FLSA
Captain Senior	\$16,218.33	\$8,109.17	\$66.83	\$100.25	\$973.10	\$225.56
Captain 3rd	\$15,822.76	\$7,911.38	\$65.20	\$97.80	\$949.37	\$220.06
Captain 2nd	\$15,564.81	\$7,782.41	\$64.14	\$96.21	\$933.89	\$216.48
Captain 1st	\$15,294.40	\$7,647.20	\$63.03	\$94.55	\$917.66	\$212.71
Firefighter * Senior	\$13,112.74	\$6,556.37	\$54.04	\$81.06	\$786.76	\$182.37
Firefighter 5th	\$12,792.92	\$6,396.46	\$52.72	\$79.08	\$767.58	\$177.92
Firefighter 4th	\$12,190.45	\$6,095.23	\$50.24	\$75.36	\$731.43	\$169.54
Firefighter 3rd	\$11,730.19	\$5,865.10	\$48.34	\$72.51	\$703.81	\$163.14
Firefighter 2nd	\$11,094.28	\$5,547.14	\$45.72	\$68.58	\$665.66	\$154.30
Firefighter 1st	\$9,977.99	\$4,989.00	\$41.12	\$61.68	\$598.68	\$138.77
Captain Paramedic Senior	\$16,867.06	\$8,433.53	\$69.51	\$104.27	\$1,012.02	\$234.59
Captain Paramedic 3rd	\$16,455.67	\$8,227.84	\$67.81	\$101.72	\$987.34	\$228.87
Captain Paramedic 2nd Senior	\$16,592.09	\$8,296.05	\$68.37	\$102.56	\$995.53	\$230.76
Captain Paramedic 2nd	\$16,187.40	\$8,093.70	\$66.71	\$100.07	\$971.24	\$225.13
Captain Paramedic 1st Senior	\$16,303.83	\$8,151.92	\$67.19	\$100.79	\$978.23	\$226.75
Captain Paramedic 1st	\$15,906.18	\$7,953.09	\$65.55	\$98.33	\$954.37	\$221.22
Paramedic Senior	\$14,423.88	\$7,211.94	\$59.44	\$89.16	\$865.43	\$200.61
Paramedic 5th	\$14,072.08	\$7,036.04	\$57.99	\$86.99	\$844.32	\$195.71
Paramedic 4th	\$13,409.48	\$6,704.74	\$55.26	\$82.89	\$804.57	\$186.50
Paramedic 3rd	\$12,905.59	\$6,452.80	\$53.18	\$79.77	\$774.34	\$179.49
Paramedic 2nd	\$12,204.55	\$6,102.28	\$50.29	\$75.44	\$732.27	\$169.74
Paramedic 1st	\$10,975.82	\$5,487.91	\$45.23	\$67.85	\$658.55	\$152.65
POSITION	HOURLY	OT SHIFT		Firefighter	OT SHIFT	
Captain * Senior	\$100.25	\$2,406.00	Senior	\$81.06	\$1,945.44	
Captain 3rd	\$97.80	\$2,347.20	5th	\$79.08	\$1,897.92	
Captain 2nd	\$96.21	\$2,309.04	4th	\$75.36	\$1,808.64	
Captain 1st	\$94.55	\$2,269.20	3rd	\$72.51	\$1,740.24	
Captain Paramedic Senior	\$104.27	\$2,502.48	2nd	\$68.58	\$1,645.92	
Captain Paramedic 3rd	\$101.72	\$2,441.28	1st	\$61.68	\$1,480.32	
Captain Paramedic 2nd Senior	\$102.56	\$2,461.44				
Captain Paramedic 2nd	\$100.07	\$2,401.68	INCENTIVES	2023	2024	2025
Captain Paramedic 1st Senior	\$100.79	\$2,418.96	AA Degree	\$300.00	\$300.00	\$300.00
Captain Paramedic 1st	\$98.33	\$2,359.92	BA Degree	\$600.00	\$600.00	\$600.00
	HOURLY	SHIFT	CSFM-Basic	\$250.00	\$250.00	\$250.00
AC*FF/Para	\$6.79	\$162.96	CSFM-Adv	\$375.00	\$375.00	\$375.00
ACOT*FF/Para	\$10.19	\$244.56	S/R	\$250.00	\$250.00	\$250.00
AC*FF	\$6.35	\$152.40	A/O	\$125.00	\$125.00	\$125.00
ACOT*FF	\$9.53	\$228.72	Spanish	\$280.00	\$280.00	\$280.00
MONTHLY TOTAL	1st	1st*Sr	2nd	2nd*Sr	3rd	3rd*Sr
Captain	\$16,424.77		\$16,715.18		\$16,992.19	\$17,416.99
Para*Captain	\$17,302.99	\$17,735.56	\$17,383.77	\$18,049.14	\$17,900.75	\$18,348.26
Firefighter	\$10,854.21	\$12,068.54	\$12,760.28	\$13,260.96	\$13,916.34	\$14,264.24
Para*Firefighter	\$11,939.67	\$13,276.30	\$14,038.91	\$14,587.05	\$15,307.82	\$15,690.53
UNIFORM ALLOWANCE \$1,000						