

**Transitional Memorandum of Understanding  
between  
Half Moon Bay Fire Protection District  
and  
International Association of Firefighters, Local 2400**

Article 1. Preamble

This is a Memorandum of Understanding between the Half Moon Bay Fire Protection District (District) and the International Association of Firefighters, Local 2400 (IAFF Local 2400) on behalf of firefighters, firefighter-paramedics, fire captains and fire captain-paramedics excluding all other employees. The parties enter into this MOU for purposes of transition from District employment to State employment following implementation of a contract for services between the District and the California Department of Forestry and Fire Protection (CDF). The transitional MOU defines certain wages, hours, terms and conditions of employment for the employees and describes certain attributes of the process of transition to State employment.

Article 2. Transition

Effective 8:00 a.m. on the transition date, all employees represented by IAFF Local 2400 will be laid-off by the District and, as allowed by Article VII, Section 6 (c) of the State Constitution, all of those employees will be blanketed into the California State Civil Service System in accordance with the rules, policies and provisions administered by the California Department of Personnel Administration and the California State Personnel Board. The State will determine, among other things, each employee's appropriate civil service rank. Employees will be subject to the Agreement between the State and CDF Firefighters, Bargaining Unit 8, IAFF Local 2881, unless otherwise stated in this transitional MOU. As of the date of transition, all employees will be employees of the State of California and will no longer have any rights or privileges of employment with the District unless otherwise stated in this transitional MOU.

Article 3. Salary

It is the intent of the District that every District employee will receive the same annual compensation that they currently have at the District with a 4% increase in annual base salary effective no later than the day before transition. These rates will be referred to as the "Red Circle" rates. Individual employee compensation will be calculated and confirmed prior to transition.

Article 4. Sick Leave

Each employee's sick leave balance will be transferred with the employee to State employment up to the maximum level allowed by CDF at the time of transition. CDF will recalculate the transferred hours from a 56 hour accrual rate to a 40 hour accrual rate. The District will cash-out all accrued sick leave hours that exceed the maximum allowed by CDF.

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Article 5. Vacation

Each employee's vacation leave balance will be transferred with the employee to State employment up to the maximum level allowed by CDF at the time of transition. CDF will recalculate the transferred hours from a 56 hour accrual rate to a 40 hour accrual rate. The District will cash-out all accrued vacation hours that exceed the maximum allowed by CDF.

Article 6. Uniform

At the time of transition, the District shall provide the following CDF uniform and accessory items:

Three uniform pants  
Three uniform shirts  
Ten approved tee shirts  
One uniform station jacket  
One uniform sweatshirt  
One uniform cold weather jacket  
One pair safety boots as specified by CDF  
One Class A uniform

Article 7. Retirement Benefit

Upon transition, employees will begin to accrue CDF service retirement credit which is currently the CalPERS Peace Officer / Firefighter formula set at the 3% at age 50 service retirement benefit level with a 6% of salary employee contribution rate. Employees should contact CalPERS and obtain a personal evaluation of their retirement circumstances.

Article 8. Retiree Health Benefit

Upon transition, each employee shall become subject to the CDF retiree health benefit. The District will fund credit towards the CDF 20-year vesting requirement for a retiree health benefit for all years of service rendered at the District over age 30 up to a maximum of 20 years. An employee required to take an industrial or non-industrial disability retirement will be fully vested in the CDF retiree health benefit irrespective of years of service. Following transition, an employee must maintain employment at and retire from CDF to be eligible for the retiree health benefit described in this Article.

Article 9. Health Benefit

The District will continue each employee's health benefit for one month following transition after which time all District health benefits will cease.

Article 10. Probation

Probationary employees will transition to State employment in a probationary status. Each probationary employee's District service will count towards the employee's one-year CDF probationary period.

Article 11. State Bargaining Unit

Upon transition employees will be represented by the CDF Firefighters, Bargaining Unit 8, IAFF Local 2881.

Article 12. Term

This Agreement will be effective immediately upon adoption by the District's elected Board and shall expire December 31, 2012.

Article 13. Extension of MOU

The Memorandum of Understanding between the Half Moon Bay Fire Protection District and the unit represented by IAFF Local 2400 with an original term of January 1, 2005 to December 31, 2005 will remain in full force and effect until 8:00 am the day of transition except that prior to transition a party to this Agreement may exercise the MMBA right each year to meet and confer in good faith to impasse – and the other party will agree to meet and confer in good faith to impasse - on any mandatory subject(s) of bargaining addressed in the January 1, 2005 MOU and may exercise post-impasse rights.

Article 14. Reinstatement

A District employee of record on the date of transition may apply for reemployment with the District within sixty days of termination of the District's contract for fire services with CDF. The employee will be reemployed if he had continuous employment with CDF from transition to termination of the District-CDF contract and meets basic District fitness for duty requirements upon application for reemployment.

For Half Moon Bay Fire Protection District:

Jack Hughes  
Jack Hughes

June 14, 2007  
Date

For IAFF, Local 2400:

Ed Hawkins  
Ed Hawkins

JUNE 18, 2007  
Date