MEMORANDUM OF UNDERSTANDING

GENERAL FIRE SUPPORT

2011-2013

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 12, AFL-CIO

MEMORANDUM OF UNDERSTANDING
2011-2013

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RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance for the Board-Governed Special Districts and applicable law, the International Union of Operating Engineers (IUOE), Local 12, is certified as the exclusive recognized employee organization for employees in the General Fire Support Unit (hereinafter the "Unit"), previously found to be appropriate by the County's Director of Human Resources or designee. County Fire hereby recognizes IUOE, Local 12 as the exclusive recognized employee organization for the employees in the employee classifications comprising said Unit as listed in the Appendix B, as well as employees in such classes as may be added to this Unit hereafter by County Fire.

ACCESS TO PERSONNEL RECORDS

Personnel records are confidential and access to personnel records of the employee shall be limited to the County's Director of Human Resources or designee, the Fire Chief, the Board of Supervisors, or their authorized representatives. Employees currently employed in this Unit, and/or their representatives, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours.

The employee shall be excluded from inspecting letters of reference and other matters exempted by law.

Negative information may be purged from the personnel records maintained by the Human Resources Division after a period of one (1) year upon the request of the employee and upon approval of the Fire Chief. Formal disciplinary actions such as suspensions, demotions, and reduction in step are exempted from this provision.

No negative information shall be placed in an employee's personnel file without first being presented to the employee for signature. An employee shall not be required to sign the negative letter and shall be provided a copy in any event.

Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their Division Manager or Human Resources, as appropriate.

ACCESS TO WORK LOCATIONS

The parties recognize and agree that in order to maintain good employee relations, it is necessary for Representatives of IUOE, Local 12, to confer with Unit employees during working hours.

Therefore, IUOE, Local 12, Representatives will be granted access to work locations during regular working hours to investigate and process grievances or appeals. IUOE, Local 12, Representatives shall be granted access upon obtaining authorization from the Fire Chief or designated management representative prior to entering a work location and after advising of the general nature of the business. However, the Fire Chief or designated management representative may deny access or terminate access to work locations if in his/her judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of operations. The Fire Chief or designated management representative shall not unreasonably withhold timely access to work locations. The Fire Chief shall ensure that there is at all times someone designated who shall have full authority to approve access. If a request is denied, the Fire Chief or designated management representative shall establish a mutually agreeable time for access to the employee.

IUOE, Local 12, Representatives granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal.

ACCIDENTAL DEATH AND DISMEMBERMENT

Section 1: Accidental Death and Dismemberment Insurance

County Fire agrees to pay the premium for a ten thousand dollar ($10,000) Accidental Death and Dismemberment policy for each employee. This benefit shall only apply to employees in regular positions budgeted more than forty (40) hours per pay period.

Any employee may purchase additional amounts of Accidental Death and Dismemberment (AD&D) insurance coverage for themselves and dependents through payroll deduction according to the following schedule:

EMPLOYEE COVERAGE	DEPENDENT COVERAGE	
	SPOUSE ONLY	EACH CHILD
$10,000	$5,000	$3,125
$25,000	$12,500	$6,250
$50,000	$25,000	$12,000
$100,000	$50,000	$25,000
$150,000	$75,000	$25,000
$200,000	$100,000	$25,000
$250,000	$125,000	$25,000

County Fire agrees to provide these benefits subject to carrier requirements, to be administered by the County's Employee Benefits and Services Division. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the County.

New employees shall become eligible to participate in these programs upon hire. Employees must enroll within sixty (60) calendar days of becoming eligible. If employees elect not to enroll in AD&D insurance within the timeframe allotted, they subsequently may only do so during an open enrollment period.

Note: Employees eligible for the foregoing programs of insurance will be covered for the insurance on the date the insurance becomes effective, or in the case where the employee is absent on the date the insurance becomes effective because of illness, the insurance will commence on the date of return to work.

AGENCY SHOP/ORGANIZATIONAL SECURITY

Section 1: Dues Deduction and Security

(a) In accordance with an Agency Shop election held on February 21, 2008, all full-time, regular employees in the Unit will be required, as a condition of employment, to become a member of IUOE for the term of the 2011-2013 Memorandum of Understanding. Agency Shop will

be implemented in the pay period beginning July 5, 2008.

(b) The amount of dues and service fees shall be determined by IUOE and County Fire shall process any change in dues in the normal time for processing such change.

(c) All employees in the representation unit shall be provided with a copy of the 2011-2013 Memorandum of Understanding during County Fire New Employee Orientation.

(d) Any employee who is a member of a bona fide religion, body or sect which has historically held religious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such employees shall, in lieu of periodic dues or service fees, pay sums equal to the amount of service fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(a)(3) of the Internal Revenue Code.

(e) The parties agree that the obligations herein are a condition of employment for Unit members. The parties further agree that the failure of any Unit member covered by this Article to remain a member in good standing of IUOE or to pay the equivalent of IUOE dues during the term of this agreement shall constitute, generally, just and reasonable cause for termination.

APPROVAL BY BOARD OF SUPERVISORS

This Memorandum of Understanding is subject to approval by the Board of Supervisors. The parties hereto agree to perform whatever acts are necessary, both jointly and separately, to urge the Board to approve and enforce this Memorandum of Understanding.

Following approval of this Memorandum of Understanding by the Board, its terms and conditions shall be implemented by appropriate ordinance, resolution or other appropriate lawful action.

AUTHORIZED EMPLOYEE REPRESENTATIVES

Section 1: Authorized Shop Steward

IUOE, Local 12, may designate employees as authorized Shop Stewards or alternates to represent employees in the processing of grievances or during disciplinary proceedings subject to the following rules and procedures:

(a) IUOE, Local 12, may designate one (1) authorized Shop Steward in each geographical location for which County Fire maintains a workforce. IUOE, Local 12, shall be entitled to designate one (1) alternate for each authorized Shop Steward; provided that the alternates shall be located at the same location as their appropriate representative.

(b) IUOE, Local 12, will designate only employees who have obtained regular status.

(c) IUOE, Local 12, shall file with the Fire Chief and the County's Director of Human Resources or designee, a written list of all employees designated as authorized Shop Stewards and alternates, such list to be kept current by IUOE, Local 12.

(d) Time spent during regularly scheduled work hours by an authorized Shop Steward or alternate in representing an employee shall only be compensated by County Fire as such

representative's or alternate's base rate of pay.

Section 2: Use of Phones

IUOE, Local 12 Shop Stewards shall be permitted one (1) fifteen (15) minute telephone call per shift on their personal cell phones to make calls for IUOE representation. With the approval of the immediate supervisor, the IUOE, Local 12 Shop Steward can use additional time.

BENEFIT PLAN

Section 1: Benefit Plan Contributions

(a) Employees in a regular position scheduled for a minimum of forty (40) hours per pay period are eligible to receive the benefits of this Section. Employees must be paid for at least one-half plus one hour of their scheduled hours in order to receive the benefits of this Section. For instance, an employee scheduled to work 80 hours per pay period must be paid at least forty-one (41) hours to be eligible for the benefits of this Section.

(b) Under no circumstances will the monetary value of the Benefit Plan be prorated.

(c) Eligibility While on Leave - Employees who are on an approved leave of absence for medical reasons pursuant to the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA) and whose paid hours in a pay period are less than the required number of hours designated in sub-section (a) above will continue to receive the benefits of this Section for up to six (6) pay periods in any rolling twelve (12) month period.

For example, an employee who continues to receive County Fire contributions towards health insurance for four (4) pay periods while on a non-occupational medical leave will be eligible for an additional two (2) pay periods for a subsequent non-occupational medical leave that occurs during the same rolling twelve (12) month period. If an employee is no longer eligible for health and dental coverage, the employee will have the option of enrolling in the Consolidated Omnibus Reconciliation Act of 1985 (COBRA) continuation coverage.

(d) An employee who does not return to work in any subsequent year after the employee has received the benefits of this Section shall not be eligible for continuation of the benefits of this Section in the subsequent year. For example, an employee who is off work continuously for two (2) years and has received the benefits of this Section for a total of six (6) pay periods during his/her absence shall not be eligible for the continuation of the benefits of this Section in the next rolling calendar year.

(e) Employees on an approved Workers' Compensation claim shall receive the benefits of this Section for up to twenty (20) pay periods while off work due to that injury as long as the employee pays his/her portion of the premiums on time. However, after the sixth (6th) pay period off work, the employee is no longer eligible for health and dental plan coverage. The employee will have the option of enrolling in COBRA continuation coverage.

(f) Employees who are integrating paid leave time with State Disability Insurance (SDI) shall receive the benefits of this Section under the following circumstances: upon election of full integration of disability payments and paid leave time, employees who are paid less than one-half plus one of their scheduled hours but have available leave balances of at least one-half plus one of their scheduled hours shall receive the benefits of this Article.

Section 2: Section 125 Premium Conversion Plan

(a) Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for health insurance, dental insurance, voluntary life (to the IRS specified limit) and accidental death and dismemberment insurance premiums currently maintained for Unit employees or any other program(s) mutually agreed upon by the parties. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.

(b) Benefit Plan elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.

(c) To be eligible for this benefit, an employee must be in a regular position and be regularly scheduled to work at least forty (40) hours in a pay period or be on an approved leave pursuant to the FMLA.

(d) Election of pre-tax salary reductions and after-tax payroll deductions shall be made within sixty (60) days of the initial eligibility period in a manner and on such forms designated by the County Human Resources Benefits Chief. Failure to timely submit appropriate paperwork will result in after-tax deductions for all eligible premiums for the remainder of the Plan Year.

(e) Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document. Examples of mid-year qualifying events include: marriage, divorce, birth, adoption, death, overage dependent, , you or your spouse's or domestic partner's reduction in work hours, loss of spouse's or domestic partner's employment, gain or loss of spouse's or domestic partner's insurance, relocation outside an HMO network service area, entitlement to Medicare for you or your dependent, significant increase in County-sponsored insurance cost during the Plan Year, loss or gain of Medicare or Medicaid coverage and spouse's, domestic partner's or dependent's open enrollment. The employee must submit a request for a change due to a mid-year qualifying event within sixty (60) days of the qualifying event.

The County's Human Resources Benefits Chief, or designee, will authorize changes as long as the change is made on account of, and consistent with an employee's change in status.

Section 3: Health and Dental Plan Coverage

(a) All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in a health and dental plan offered by the County. Employees who fail to elect health plan coverage will be automatically enrolled in the health and dental plan with the lowest bi-weekly premium rates available in the geographical location of the employee's primary residence.

(b) To be eligible for County-sponsored health and dental plan coverage, an employee must be in a regular position scheduled for a minimum of forty (40) hours and have received pay for at least one-half plus one hour of scheduled hours or be on an approved leave pursuant to the FMLA and/or CFRA.

(c) Enrollment elections must remain in effect for the remainder of the Plan year unless an employee becomes ineligible for an HMO network service area.

(d) Eligible employees may elect to enroll their dependents upon initial eligibility for health and dental insurance. Thereafter, newly eligible dependents may be enrolled within sixty (60) days of obtaining dependent status, such as birth, adoption, marriage, or registration of domestic partnership.

(e) Notification of a mid-year qualifying event must be submitted to the County Human Resources Employee Benefits and Services Division (EBSD) in accordance with procedures adopted by the County. Employees are responsible for notifying EBSD within sixty (60) days of dependent's change in eligibility for the County plans.

(f) Dependent(s) must be removed mid-Plan year when a dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules, for example divorce, over aged dependent or termination of domestic partnership.

(g) Premiums for coverage will be automatically deducted from the employee's pay warrant. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents.

(h) Employees eligible for health plan coverage who are also enrolled in a comparable group health plan sponsored by another employer or are covered by a spouse who is also employed with County Fire/Special Districts or the County may elect to discontinue enrollment in their County-sponsored health plan (opt-out or waive). To receive the Benefit Plan amounts, the employee must be paid for a minimum of one-half plus one of their scheduled hours

For instance, an employee scheduled to work eighty (80) hours must be paid for a minimum of forty-one (41) hours.

(i) Employees who opt-out or waive coverage who are scheduled for 61 to 80 hours per pay period shall receive forty dollars ($40.00) per pay period; opt-outs and waives scheduled for 40 to 60 hours per pay period shall receive twenty dollars ($20.00) per pay period.

(j) Employees eligible for dental plan coverage who are also enrolled in a comparable group dental plan sponsored by another employer may elect to discontinue enrollment in their County-sponsored dental plan.

(k) The rules and procedures for electing to opt-out or waive County-sponsored health and dental plan coverage are established and administered by the County Human Resources Employee Benefits and Services Division.

1. Employees may elect to opt-out or waive County health and/or dental plan(s) within sixty (60) calendar days of becoming eligible for another employer-sponsored group plan. Proof of initial gain of other group coverage is required at the time that opt-out or waive is elected.

2. Employees may elect to opt-out or waive County health and/or dental plan(s) during an annual open enrollment period. All employees who are newly opting-out or waiving during an annual open enrollment period must provide verification of other group plan

coverage.

3. Employees who voluntarily or involuntarily lose their other group health plan coverage must enroll in a County-sponsored health plan within sixty (60) calendar days. Enrollment in County-sponsored plan will be provided in accordance with the requirements of the applicable plan. If the employee elects not to enroll their eligible dependents, the dependents may only be added at a subsequent annual open enrollment period.

4. There must be no break in the employee's health plan coverage between the termination date of the other employer group coverage and enrollment in a County-sponsored health plan. Terms and conditions of the applicable plan will determine the required retroactive enrollment period and premiums required to implement coverage. Failure to notify EBSD of loss of group coverage within sixty (60) calendar days will require the employee to pay their insurance premiums retroactively on an after-tax basis.

(l) An eligible employee whose spouse or domestic partner is also an eligible County Fire/Special Districts or County employee may elect coverage as a dependent on their spouse's or domestic partner's, County health and/or dental insurance plan in lieu of individual employee coverage. This is called a "waiver" to their County Fire/Special Districts or County spouse's or parent's insurance coverage.

Such election must be made within sixty (60) calendar days of the employee's, County Fire/Special Districts or County spouse's or domestic partner's eligibility for County-sponsored health and dental insurance.

During the Plan Year, an employee is responsible for notifying EBSD within sixty (60) days of ineligibility for the waiver, for example the spouse or domestic partner leaves County Fire/Special Districts or County employment. Changes will become effective on the first day of the pay period following the receipt and approval of all appropriate documentation. Loss of the spouse or domestic partner's County plan coverage will require the employee to immediately enroll in County-sponsored health and dental plans. Waivers may be changed during any subsequent annual health and dental open enrollment period.

Section 4: Medical and Dental Subsidies

(a) For employees assigned to work in the Needles, Trona, and Baker work locations, a "Needles Subsidy" will be paid by the employee's Department and will be equal to the amount of the premium difference between the indemnity health plan offered in these specific work locations and the lowest cost health plan provided by the County. The subsidy will be discontinued when the lowest cost health plan becomes available to the employees.

(b) Effective July 2, 2011, the District will establish a Medical Premium Subsidy (MPS) to offset the cost of health plan premiums charged to eligible employees. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employee's Retirement Association. The applicable MPS shall be paid directly to the provider of the County- sponsored health plan in which the eligible employee has enrolled. In no case shall the MPS exceed the total cost of the health insurance premium for the coverage selected (e.g., when the MPS amounts, below, exceed the lowest HMO cost).

(c) All employees shall receive a Medical Premium Subsidy (MPS) in the amounts per pay period as set forth below:

Coverage	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	$78.81	$157.62
Employee + 1	$168.48	$336.95
Employee + 2	$230.88	$461.75

The District has established a Dental Premium Subsidy (DPS) for all employees in regular positions in the Unit in an amount up to nine dollars and forty-six cents ($9.46).

The applicable DPS amount shall be paid directly to the provider of the County sponsored dental plan in which the eligible employee has enrolled. In no case shall the DPS exceed the total cost of the dental insurance premium for the coverage selected (e.g., when the DPS amounts exceed the dental plan cost).

BILINGUAL COMPENSATION

Employees in positions designated by the Fire Chief which require employees, as a condition of employment, to perform bilingual translation as a part of their regular duties, shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. Employees in such positions must be certified as competent by the County Fire Department, Human Resources Division, to be eligible for compensation. Compensation at the verbal skill level shall be forty-five dollars ($45.00) per pay period.

CALL BACK

When an employee in a regular position returns to active duty and the work station at the request of the Fire Chief after said employee has been released from active duty and has left the work station, said employee shall be entitled to call back compensation.

Special tours of duty scheduled in advance or when employees are called back within two (2) hours of the beginning of a scheduled tour of duty are not call back hours for the purpose of this Article. An employee need not be assigned to standby duty to be entitled to receive call back compensation.

Call back compensation shall be paid in the following manner: all time actually worked during a call back shall be considered as time actually worked for purposes of the Article "Overtime."

The employee shall be paid for a minimum of two (2) hours worked, provided that there is no overlap of less than two (2) hours between each call back. The two (2) hour minimum begins when the employee acknowledges the page or phone call and indicates they are responding.

CHANGES IN PROVISIONS AFTER ADOPTION

If, after adoption by the governing board of County Fire, of all or part of the provisions contained herein, the governing board proposes to amend any said provisions, then at least thirty (30) working days written notice shall be given to the Union to meet and confer with representatives of County Fire concerning any proposed change in provisions.

CLASSIFICATION

Classification is a management tool to ensure the accurate reflection of tasks and duties involved in each County Fire position for the purposes of recruitment, retention, compensation and organizational structuring. Whenever positions are subject to any change as a result of a classification review, such change will be determined by County Fire Human Resources. The County's Director of Human Resources, or designee, will notify IUOE, Local 12, in writing thirty (30) calendar days prior to the addition, deletion or modification of exiting Unit classifications. IUOE will have ten (10) working days to request a "meet and discuss" meeting at which time the recommended classification modification will be addressed. Whenever positions are subject to any change as a result of classification review, the Fire Chief will make a recommendation to the Board of Supervisors for authorization and approval. Any classification appeals shall be subject to the Classification Appeal Procedure as stated in the Personnel Rules for the Board-Governed Special Districts.

(a) Downgradings – When a position is downgraded, the County's Director of Human Resources may authorize continuation of the same salary rate of pay the employee received prior to the downgrading of the position by placing the employee on an "X" step, provided that the employee shall receive no future salary rate increases until the salary rate of the position held exceeds the "X" step.

(b) Upgradings – An upgrading is the reclassification of a position from one classification to another classification having a higher base salary. Whenever an incumbent employee is upgraded as a result of such reclassification, pursuant to the Personnel Rules for the Board-Governed Special Districts, such employee's step placement in the new salary range shall be governed by the Article, "Promotions."

(c) Salary Rate (Equity) Adjustments – A salary rate (equity) adjustment is a change in the salary range assignment of an existing classification as a result of a compensation study. Step placement for incumbent employee whose classification is assigned to a higher base salary range shall be governed by the Article, "Promotions."

COUNTY FIRE EMPLOYEE RIGHTS

The following are County Fire employee rights:

(a) The right of employees to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

(b) The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with County Fire.

(c) The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the Fire Chief, any supervisor, other employees, or employee organizations as result of his/her exercise of rights granted in this Article.

(d) The right of IUOE, Local 12, upon its request and prior to implementation, to discuss with County Fire management any significant change in terms or conditions of employment which results in a significant impact on employees, except in emergencies.

COUNTY FIRE MANAGEMENT RIGHTS

All management rights and functions shall remain vested exclusively with County Fire except those which are clearly and expressly limited in this Agreement. It is recognized merely by way of illustration that such management rights and functions include but are not limited to:

(a) The right to determine the mission of County Fire, commission, and work unit.

(b) The right of full and exclusive control of the management of County Fire; supervision of all operations; determination of the methods and means of performing any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.

(c) The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.

(d) The right to change or introduce new or improved operations, methods, means or facilities; or, to contract for work to be done.

(e) The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees; to establish, revise and enforce work rules; to schedule work time and time off; to transfer, reassign, furlough and lay off employees; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and to otherwise maintain orderly, effective, and efficient operations.

DEFINITIONS

Listed below are definitions of terms commonly used in this Agreement:

Fire Chief – Refers to County Fire's Appointing Authority. It includes any person who is designated as acting Fire Chief during absence, and/or employees delegated authority to act on behalf of the Fire Chief on a regular basis.

Board of Supervisors – Refers to the County of San Bernardino Board of Supervisors sitting as the governing body of County Fire.

County – Refers to San Bernardino County, a separate legal entity. County Fire contracts with the County to provide certain administrative functions to County Fire.

County's Director of Human Resources – Refers to the incumbent in the Director of Human Resources' position. It also includes any person who has been designated as acting Director of Human Resources, employees acting for the Director during absence, and/or employees delegated authority approval on a regular basis by the Director of Human Resources.

Proof of Service - When documents are mailed to an employee, it shall be sent to the employee's current address of record. For the purpose of this procedure, notice by mail shall be deemed to have been completed on the fifth calendar day following deposit of notice with the United States Postal Service, unless the party can establish that notice was not actually received as a result of circumstances beyond the party's control.

Service Hours – Refers to paid hours during an employee's regular tour of duty, up to 80 hours per pay period. Time without pay and overtime hours do not count as service hours.

Working Days – Refers to the days that County Fire is normally open to conduct business, i.e. Monday through Friday, excluding County Fire holidays.

DEMOTIONS

A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower. An employee demoted for disciplinary reasons shall be placed on the step within the base salary range of the classification to which demoted as provided in the Order of Demotion.

An employee demoted for non-disciplinary reasons shall be retained at the same salary rate, provided, that the salary rate does not exceed step 11, or final step, of the salary range of the demoted class. Employees who are demoted for non-disciplinary reasons may be placed on an "X" step in accordance with the provisions of the Article "Downgradings," and with the approval of the Fire Chief and the County's Director of Human Resources.

A promoted employee who is returned to former classification during the probationary period shall be placed on the same step within the base salary range for the former classification that the employee was on at the time of promotion. No credit shall be granted for time spent at the promoted level for next step advance due date.

DEPENDENT CARE ASSISTANCE PLAN

The purpose of Section 125 Dependant Care Assistance Plan (DCAP) is to permit eligible employees to make an election to pay certain dependent care expenses with salary reduction from compensation contributed to the Plan before federal income or social security taxes are paid to the Internal Revenue Service ("Salary Reduction") in accordance with Sections 125 and 129 of the Internal Revenue Code (IRC) of 1986 and regulations issued pursuant thereto. DCAP shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law. DCAP exclusions from gross income do not affect compensation for retirement purposes.

DCAP will be administered by the County's Human Resources, Employee Benefits & Services Division consistent with said IRC Section.

(a) To be eligible for this benefit, an employee must be in a regular position and be scheduled for a minimum of forty (40) hours per pay period and be paid for a minimum of one-half plus one of the scheduled hours, be on an approved leave designated as FMLA, or be on an approved Military Leave.

(b) Enrollment in the Plan is limited to the annual open enrollment period or within sixty (60) calendar days of entry into an eligible position. Failure to submit the participation agreement within the time frame shall result in an election to not participate in the Plan.

(c) Enrollment is required every Plan Year.

(d) An employee must elect to contribute to DCAP through salary reduction on forms approved by the County's Human Resources Benefits Chief. An employee election to participate shall be

irrevocable for the remainder of the plan year.

Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year, except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document. Examples of mid-year "Change in Status" events include: marriage, divorce, birth, adoption, death, over age dependent, employee's or employee's spouse reduction in work hours, loss of spouse's employment, significant increase or decrease in the cost of child care, and spouse's or dependent's enrollment in a similar plan. The employee must submit a request for a change due to a mid-year Change in Status event within sixty (60) days of the qualifying event. The County's Human Resources Benefits Chief, or his/her designee, will authorize changes provided the change is made on account of and is consistent with an employee's Change in Status event.

(e) Pursuant to IRC Section 129, any amounts remaining in the employee's account at the end of the Plan Year must be forfeited. The County will use any forfeited amounts to help defray the Plan's administrative expenses.

DIFFERENTIALS

Section 1: Mechanic Differentials

(a) Certification Differentials:

1. Mechanics in this Unit who possess a valid California Fire Mechanics I certification, shall be entitled to a differential of twenty cents ($.20) per hour over and above their base hourly rate of pay for all hours actually worked. Mechanics in this Unit, who possess a valid California Fire Mechanics II certification, shall be entitled to an additional thirty cents ($.30) per hour ($.50 cents per hour above their base hourly rate of pay for all hours actually worked).

2. Lead Mechanics in this Unit who possess a valid California Fire Mechanics II certification, shall be entitled to a differential of twenty cents ($.20) per hour over and above their base hourly rate of pay for all hours actually worked. Lead Mechanics in this Unit who possess a valid California Fire Mechanics III certification, shall be entitled to an additional thirty cents ($.30) per hour ($.50 cents per hour above their base hourly rate of pay for all hours actually worked).

DUAL APPOINTMENT

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by the Fire Chief to facilitate training, to make assignments to a position which is vacant due to an extended leave of absence, or in an emergency. The most recently hired employee shall be notified in writing by the Fire Chief and such notification will clearly define the benefits to which that employee is entitled.

ELECTRONIC FUND TRANSFER

As a condition of employment, all employees hired after March 27, 1999, must make and maintain arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Employees who have not made such arrangements by the end of the 4th pay period after their date of hire shall be subject to termination. In cases where an employee is

unable to make arrangements for electronic fund transfer, the County's Director of Human Resources may allow an exception to this Article. Any exceptions granted may be reviewed periodically for continuation, subject to the approval of the County's Director of Human Resources or designee.

EXPENSE REIMBURSEMENT

Employees shall be reimbursed for all expenses incurred in connection with the conduct of County Fire business, including, but not limited to: travel, lodging, meals, gratuities, and other related costs. Payment for actual expenses is subject to the approval of the Fire Chief. Reimbursement for expenses for travel and subsistence will be listed below.

Section 1: General Provisions

The purpose of this Article is to define the policy and procedures by which employees shall report and be reimbursed for necessary expenses incurred on behalf of County Fire, except as may be otherwise provided in this Agreement.

Section 2: Responsibilities

It shall be the responsibility of the Fire Chief or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the Fire Chief or designee to incur a business expense. Prior approval may be in the form of standing orders issued by the Fire Chief.

Section 3: Travel Authorization

(a) All travel requests must be submitted to the Fiscal Division four (4) weeks prior to travel. Out of state travel requests must be submitted five (5) weeks prior to travel.

(b) Travel outside the State of California must be approved by the County Executive Officer or designee. Requests for such travel shall be submitted to the County Executive Office in triplicate on standard "Travel Request" form, unless specifically approved in County Fire's budget.

(c) The Fire Chief or designee shall initiate Travel Requests. The County Executive Officer and Auditor-Controller shall be notified in writing of all such designees.

(d) The Fire Chief or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this Article.

Section 4: Authorization for Attendance at Meetings

(a) The Fire Chief or designee may authorize attendance at meetings at County Fire expense when the program material is directly related to an important phase of County Fire service and holds promise of benefit to County Fire as a result of such attendance.

(b) Authorization for attendance at meetings without expense reimbursement, but on County Fire time, may be granted when the employee is engaged on County Fire's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to County Fire.

Section 5: Records and Reimbursements

(a) Request for expense reimbursement should be submitted once each month, except if the amount claimable for any month does not exceed ten dollars ($10.00), the submission may be deferred until the amount exceeds ten dollars ($10.00) or until June 30 during the current fiscal year, whichever occurs first. At the end of the fiscal year, expense reimbursement claims for July 1 and beyond, must be on a separate claim from those expenses claimed for June 30 or earlier.

(b) Receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:

1. Subsistence, except as otherwise provided in this article.
2. Private mileage.
3. Taxi, streetcar, bus, and ferry boat fares; bridge and road tolls, and parking fees.
4. Telephone and fax charges.
5. Other authorized expenses of less than one dollar ($1.00).

(c) Claims for expense reimbursement totaling less than one dollar ($1.00) in any fiscal year shall not be paid.

(d) Reimbursement shall not be made for any personal expenses such as, but not limited to: entertainment, barbering, etc.

(e) Except as otherwise provided in this article, expense reimbursements shall be made on an actual cost basis.

(f) Expense reimbursement shall be made via Electronic Fund Transfer.

Section 6: Transportation Modes

(a) The general rule for selection of a mode of transportation is that mode which represents the lowest expense to County Fire.

(b) <u>Travel via private automobile</u>.

1. Reimbursement for use of privately owned automobiles to conduct County Fire business shall be at the IRS allowable rate at the time the mileage was incurred. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance, and all other transportation related costs.

   County Fire does not provide any insurance for private automobiles used on County Fire business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on County Fire business.

2. When employees, traveling on official County Fire business, leave directly from their principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be equal to the actual mileage from the residence or the mileage computed from the assigned work location, whichever is less. Similarly, if the employee departs from the last work contact point directly to the residence, only such

mileage shall be allowed as the lesser distance between it and the assigned work location.

(c) Travel via air.

When commercial aircraft transportation is approved, the "cost of public carrier" shall mean the cost of air coach class rate including tax and security surcharges. Travel via charter aircraft shall be limited to emergencies, or when other types of transportation are impractical or more expensive. Specific prior approval for travel via charter aircraft must be obtained from the County Executive Officer.

Section 7: Subsistence

(a) Subsistence allowances for lodging and meals shall not be allowed without prior approval of the Fire Chief or designee as necessary for the purpose of conducting County Fire business. Excess charges greater that the allowances listed below in paragraph (b) and (c) may be authorized under special conditions, such as convention requirement or in an area of unusually high cost (such as San Francisco Bay area, Sacramento, Fresno, Los Angeles and San Diego).

If such excess charges exceed the allowances set forth below by more than ten percent (10%), receipts of vouchers will be required for reimbursement.

(b) The allowance for lodging is seventy-five dollars ($75.00) plus tax, per night, single.

(c) Compensation for meal expenses may be provided as follows:

1. Option 1 – With receipts, an employee may be reimbursed for meal expenses up to $50.00 per day, including tax and gratuity, for three (3) meals, or when separate meals are claimed, eleven dollars ($11.00) for breakfast; fifteen dollars ($15.00) for lunch; and twenty-four dollars ($24.00) for dinner, all including tax and gratuity.

2. Option 2 – Without receipts, an employee may be reimbursed for meal expenses up to $34.00 per day, including tax and gratuity, for three meals, or when separate meals are claimed, six dollars ($6.00) for breakfast, nine dollars ($9.00) for lunch, and nineteen dollars ($19.00) for dinner, all including tax and gratuity.

All meals for a single day must be claimed under either Option 1 or Option 2.

(d) Meal allowances for a business meeting/conference including meals are the actual cost.

(e) The parties agree that it is the basic responsibility of employees to anticipate and make provision for their own meals. In emergency situations at the work site, if an employee is unable to obtain a meal due to extraordinary working conditions or an extremely remote work site, County Fire shall make every effort to provide meals.

Section 8: Expense Advances

Advancement of funds for business expenses can be obtained from the Auditor-Controller's Office through submission of the appropriate form. Advancement shall not exceed the per diem allowances set forth herein. The minimum amount to be advanced is twenty-five dollars ($25.00). Upon return from travel, the employee must submit an expense reimbursement form and all

receipts documenting expenses incurred. If the employee does not submit this accounting within fifteen (15) calendar days of return from travel, or prior to termination of County Fire employment, the Auditor/Controller's Office may recover the amount advanced from the employee's pay.

Section 9: Credit/Debit Cards

The Fire Chief may issue County Fire credit or debit card to an employee and require business expenses be paid with said card. Further, County Fire may require that meal and lodging expenses be limited to the maximum amounts listed in Section 7, paragraphs (b) and (c) above. If unauthorized charges are placed on the card, the employee shall be required to reimburse County Fire. If the employee fails to reimburse County Fire within fifteen (15) calendar days or prior to separation from County Fire service, the Auditor/Controller's Office may recover any unauthorized charges from the employee's pay.

FEDERAL OR STATE MAJOR FIRE OR DISASTER INCIDENTS

Effective July 2, 2011, County Fire will establish a pay differential for all Unit employees who possess a "Red Card" and are fully certified to respond to Federal or State major fire or disaster incidents. Eligible Unit employees who are ordered by the Incident Commander to respond to a Federal or State major fire or disaster incident shall receive a $50.00 per day stipend while assigned to the incident.

FLEXIBLE SPENDING ACCOUNT

The purpose of this Section 125 Medical Expense Reimbursement Flexible Spending Account (FSA) is to permit eligible employees to make an election to pay for qualifying medical care expenses, as determined by Section 213 of the Internal Revenue Code (IRC) of 1986, on a pre-tax basis by salary reduction in accordance with Sections 125 and 105(b) of the IRC and regulations issued pursuant thereto.

FSA shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law. FSA exclusions from gross income do not affect compensation for retirement purposes.

FSA will be administered by the County's Human Resources Employee Benefits and Services Division, consistent with said IRC Sections.

(a) To be eligible for this benefit, an employee must be in a regular position and regularly scheduled to work forty (40) or more hours per pay period and paid for a minimum of one-half plus one of the scheduled hours, be on an approved leave designated as FMLA or on an approved military leave.

(b) Enrollment in the Plan for current employees is limited to the annual open enrollment period or no later than sixty (60) calendar days following the date of becoming eligible due to a mid-year Change in Status event. Examples of eligible mid-year Change in Status events include: marriage, divorce, birth, adoption, death, over age dependent, the employee's or employee's spouse's reduction in work hours, and loss of spouse's employment. The County's Employee Benefits and Services Division will authorize changes provided that the change is made on account of and consistent with an employee's qualifying Change in Status event. Enrollment in the Plan for a new employee is limited to within sixty (60) calendar days of the employee's date of hire.

Failure to submit an election agreement within the specified timeframe shall result in an election to not participate in the Plan. The FSA Plan year will coincide with the County's Benefit Plan year.

(c) Enrollment is required every Plan year. An employee must elect to contribute to FSA through salary reduction on forms approved by the County's Human Resources Employee Benefits and Services Division.

(d) Eligible employees may contribute, on a pre-tax basis, a minimum of five dollars ($5.00) and a maximum of seventy-five dollars ($75.00) per biweekly pay period to a Flexible Spending Account. An employee election to participate in the Plan shall be irrevocable for the remainder of the Plan year. Once a salary reduction has begun, in no event will changes to elections or discontinuation of contributions be permitted during the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document.

(e) Pursuant to IRC Section 125, any amounts remaining in an employee's account at the end of the Plan year must be forfeited. The County will use any forfeited amounts to help defray the Plan's administrative expenses.

FULL UNDERSTANDING, MODIFICATION AND WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration, therefore, constitute the complete and total contract between County Fire and IUOE, Local 12, with respect to wages, hours, and other terms and conditions of employment.

County Fire and IUOE, Local 12, for the life of this Agreement, each voluntarily waives the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Agreement.

GRIEVANCE PROCEDURE

Section 1: Purpose

County Fire and IUOE, Local 12, fully recognize the importance of a viable grievance procedure to aid in the resolution of disputes. As such, this procedure is intended to establish a systematic and orderly method of processing grievances. It is not intended to be used to affect changes in the terms of this Agreement or those matters not covered by this Agreement. The Board of Supervisors and IUOE, Local 12, have pledged that their representatives at all levels will extend active, aggressive and continuing efforts to secure prompt disposition of grievances. The initiation of a grievance in good faith by an employee shall not cause any adverse reflection on the employee's standing with immediate supervisors or loyalty as a County Fire employee.

Section 2: Definition of a Grievance

A grievance is a timely, sufficient and good faith allegation by an employee, group of employees, or IUOE, Local 12, that there has been a violation concerning the interpretation or application of a specific article(s) of this Agreement.

Section 3: Jurisdiction

The County's Director of Human Resources or designee shall have the sole authority within County Fire structure to provide the official management interpretation or application to any and all provisions of this Agreement. The arbitrator has the final authority within County Fire structure to adjudicate all grievances, as defined or otherwise provided herein.

The arbitrator holds no jurisdiction over a grievance where the remedy has been granted or otherwise provided.

Section 4: Exclusions

All matters are excluded from this procedure, which deal with the Article on "County Fire Management Rights," project compensation or the "Temporary Performance of Higher Level Duties" article; federal or state statutes, rules or regulations; or which are excluded by an express provision of this Agreement.

There shall be no double or multiple requests or appeals for a same case/same set of circumstances where one adjudicatory body has rendered a decision on the same.

Except as otherwise provided by this Agreement or state or federal statute, this grievance procedure shall be the sole and exclusive procedure for seeking recourse on the grievance.

Section 5: Representation

Aggrieved employee(s) must be represented by the Union on non-disciplinary matters. This representation may commence at any step in the grievance procedure. A representative of County Fire Department Human Resources may be in attendance at any step in the Grievance Procedure. County Fire agrees, within reasonable limits, to compensate the aggrieved employee(s) for time spent during regularly scheduled hours in handling of real and prospective grievances.

Section 6: Consolidation of Grievances

In order to avoid the necessity of processing numerous similar grievances at one time, similar grievances shall be consolidated whenever possible.

Section 7: Time Limitations and Notification

Time limitations are established to settle a grievance quickly. Time limits may be modified only by agreement of the parties in writing. If at any step of this grievance procedure, the grievant is dissatisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. For purposes of this grievance procedure, notification to a party may be given either personally, by U.S. mail, telephonically, or via e-mail.

The grievant shall promptly proceed to the next step if a reviewing official does not respond within the time limits specified. A grievance may be entertained or advanced to any step of the formal grievance procedure if the parties jointly so agree. A copy of such agreement bearing the signature of the parties shall be filed with the County's Director of Human Resources or

designee.

When notice is mailed to an employee, it shall be sent to the employee's current address on record. For the purpose of this procedure, notice by mail shall be deemed to have been completed on the fifth calendar day following deposit of notice with the United States Postal Service, unless the party can establish that notice was not actually received as a result of circumstances beyond the party's control.

Section 8: Steps in the Grievance Procedure

The procedures outlined herein constitute the steps necessary to resolve an employee's grievance. The presentation of the informal grievance is an absolute prerequisite to the institution of a formal grievance.

The attempt of settlement of grievances must be submitted at Step 1 within fifteen (15) working days after the employee is aware of the conditions precipitating the grievance.

Informal Grievance Procedure - Immediate Supervisor.

As a prerequisite to the filing of a formal grievance, the employee having a grievance shall, on a personal face-to-face basis, discuss the complaint with the immediate supervisor. At this step, it is the responsibility of the employee to inform the supervisor that he/she is initiating the grievance process. Within three (3) working days the immediate supervisor shall give the decision to the employee orally. If the immediate supervisor is not available, the next in command should be notified. The employee shall notify the immediate supervisor if the employee advances the grievance to the next step.

Formal Grievance Procedure

Step 1 – Division Level. If a mutually acceptable solution has not been reached during the informal grievance procedure, the grievant shall submit the grievance in writing on appropriate forms supplied by the County Fire Human Resources Division to the Support Services Division Manager within five (5) working days of notification of the immediate supervisor. The grievance should provide, in order to be considered, a detailed statement of the grievance, including the date of occurrence, names of witnesses or individuals involved, location, applicable Agreement articles alleged to have been violated, date discussed with immediate supervisor, and the specific remedy or action requested. The Support Services Division Manager, after conferring with the Assistant Fire Chief, shall meet with the grievant and discuss the grievance. The Support Services Division Manager shall submit a written response to the grievant within five (5) working days of receipt of the formal grievance from the employee.

If the Support Services Division Manager fails to reply within this time period or issues a decision which is unsatisfactory to the employee, the employee may proceed to Step 2 of the formal grievance procedure.

Step 2 – Human Resources Division. If a mutually acceptable solution has not been reached in Step 1, the written grievance shall be filed with the County's Director of Human Resources or designee within five (5) working days of the Support Services Division Managers' notification of a decision. The County's Director of Human Resources or designee, shall, within five (5) working days of receiving the grievance, make a determination of whether the grievance is a matter for which the Grievance Procedure is appropriate after consultation with the Union. In

making such determination, the County's Director of Human Resources or designee, shall determine if: (1) the grievance has been filed in a timely manner; (2) the initial step has been followed; (3) the grievance contains the required information; and (4) if the grievance alleges that a specific Memorandum of Understanding article(s) has been misinterpreted, misapplied, or violated. If the County's Director of Human Resources or designee determines that the grievance is not subject to this procedure, is untimely or that the steps in the procedure have not been followed, such decision shall be noted on the grievance form and the grievance shall be advanced to Step 3.

Step 3 – Fire Chief. If a mutually acceptable solution has not been reached at Step 1 or 2 of the Formal Grievance Procedure, the grievant shall submit the written grievance to the Fire Chief within five (5) working days of the receipt of written response of the County's Director of Human Resources.

The Fire Chief shall call for a conference to allow for full discussion of the grievance with the parties involved and their representatives. Within fourteen (14) working days of the meeting, the Fire Chief shall give a written decision to the employee. If the employee is not satisfied with the decision of the Fire Chief, the employee may proceed to the next step.

Step 4 – Pre-Arbitration Process. If the grievance has not been satisfactorily resolved at Step 3, a written appeal to arbitration must be filed concurrently with the County's Director of Human Resources and the Union within five (5) working days of notification of the decision by the Fire Chief. The appeal must be presented on the aforementioned grievance form along with a copy of any pertinent documents and must state that a resolution of the issue was unattainable through the informal and formal procedures through Step 3 and a formal hearing is now requested.

Grievances shall only be advanced to arbitration with the agreement of the Union. The cost for hearing all grievances advanced to arbitration shall be split equally between County Fire and the Union including any cancellation fee if both parties are mutually responsible, otherwise the party responsible shall pay the entire cancellation fee.

Pre-arbitration conferences are to be mandatory and no grievances shall be forwarded to the arbitration process without the pre-arbitration hearing conference. Within twenty (20) working days of the approval to advance a grievance to arbitration, both parties are required to meet for a pre-arbitration hearing conference with the goal of resolving mutually identified grievance issues. If resolution is not attained, both parties are obligated at that time to jointly or individually declare stipulations, identify witnesses and exchange exhibits that will be carried forward to the arbitration process, the intent being full disclosure by both sides prior to the arbitration process.

Step 5 – Arbitration. The County's Director of Human Resources or designee and the employee or the Union shall select an arbitrator by mutual agreement. Where mutual agreement cannot be reached, the parties shall request a list of arbitrators from the California State Mediation and Conciliation Service, and mutually select an arbitrator from said list.

Where mutual agreement cannot be made, the arbitrator shall be determined following a striking process. The determination as to which party strikes first shall be based on a coin flip.

If the last remaining person on the list is not available, the previously stricken person(s) shall be contacted in reverse order until one is available. The parties shall contact the arbitrator to

establish a hearing date acceptable to both parties.

(a) In reaching a decision and award, the arbitrator shall limit himself/herself to the allegations contained in the grievance presented in relation to the express provisions of the agreement alleged to have been violated. Further, the arbitrator shall have no authority to amend, change, add to, subtract from, or ignore any provisions of this agreement. Lastly, the arbitrator shall not substitute his judgment for that of County Fire on matters pertaining to the exercise of managerial discretion except where it can be shown by the grievant/Union that the County Fire abused its discretion. The arbitrator shall not grant any right or relief on any grievance occurring at any time other than the contract period in which such right originated. If the arbitrability of the grievance is in dispute, the arbitrator shall render a decision on the arbitrability of the dispute prior to hearing the merits of the grievance.

(b) The decision of the arbitrator will be in writing and transmitted to the parties within thirty (30) calendar days after the close of the hearing. This decision may require the Fire Chief or a subordinate to cease and desist from the action, which is the subject of the grievance. The arbitrator may also require the Fire Chief to take whatever action is necessary, within the control of the Fire Chief, to remedy the grievance or take other action to relieve the loss, if any, to the employee.

Under no conditions can the arbitrator order relief that exceeds the relief requested by the grievant and shall be limited to making the grievant whole. In the event the arbitrator determines that monetary relief is an appropriate remedy, he/she shall limit any retroactive award, including interest, to a date that is no earlier than fifteen (15) working days from the date the grievance was filed in writing.

(c) The arbitrator's decision shall be transmitted to the County's Director of Human Resources and the Union with a copy to the grievant.

(d) All grievances shall be treated as confidential and no publicity will be provided until the final resolution of the grievance is determined.

(e) The decision by the arbitrator shall be final and binding on all parties unless appealed or there is a financial impact greater than one thousand dollars ($1,000), in which case it shall be subject to approval of the Board of Supervisors.

(f) For grievance decisions with financial impact of greater than one thousand dollars ($1,000), the County's Director of Human Resources will submit the grievance decision within ten (10) working days to the next meeting of the Board of Supervisors. If the Board of Supervisors fails to act within thirty (30) days following receipt of formal notice of the decision of the arbitrator, it shall become final and binding. A copy of the decision shall be filed with the County's Director of Human Resources, the Union, and the grievant.

(g) County Fire will submit a request for payment to the Auditor within five (5) working days of the Board's decision.

<u>Prior to Step 5 – Pre-Arbitration</u>. The County's Director of Human Resources, or designee and the Union may by mutual agreement utilize mediation for grievances filed under the provisions of this Agreement. The mediation process described in this Section may be invoked only by the two (2) parties identified herein and is expressly an exception to the language contained in Section 3 of this Article.

The parameters of the mediation process, where mutual resolution of the grievance or disciplinary appeal sought, are as follows:

(a) The County's Director of Human Resources or designee and the Union shall agree in writing to refer a specific grievance or disciplinary appeal to mediation.

(b) The grievant shall have the right to be present, represented by the Union as the sole, exclusive bargaining agent.

(c) The grievant shall have the Union, as the singular spokesperson, and County Fire will have a representative from the Human Resources Division, with neither side allowed the presence of an attorney.

(d) Any written material submitted to the mediator shall be returned to the party providing the material at the conclusion of the mediation meeting.

(e) The mediation process shall be as follows:

1. The mediation meeting shall be an informal process, limited to a one (1) hour presentation for each side, not restricted to the rules of evidence, and no record will be kept of the proceeding.

2. The mediator will meet jointly with the parties and separately, if necessary.

3. The mediator has no authority to compel resolution of the matter mediated.

4. The oral advisory opinion of the mediator shall be given at the conclusion of the meeting and the parties may opt to agree in writing to the opinion, reject the same mutually or singularly and proceed to the next step of the usual process, or remove the matter from the process by mutual agreement.

5. The advisory opinion accepted in writing by the two (2) parties does not constitute a precedent and is not admissible as evidence in any future process governed by this Agreement.

(f) Where possible, the parties shall utilize the mediation services provided by the California State Mediation and Conciliation Service. In the event that the mediation process would result in fees for service rendered by the State or by use of a private hearing officer, such costs shall be equally divided between the County Fire and the Union.

(g) The post-mediation process is restricted by the following:

1. No person serving in the capacity as a mediator may serve as the hearing officer/arbitrator for the same case should the same be forwarded to arbitration.

2. No reference to a matter mediated may be utilized in a subsequent arbitration or hearing unless stated in writing at a step prior to the mediation. The penalty for violation of this understanding shall be forfeiture of the hearing or appeal by the party violating the same.

(h) This procedure may be modified by mutual agreement of both parties.

Section 9: Health and Safety Grievances

When an employee and IUOE reasonably believe that an employee or employees are being required to work in an unsafe environment, the supervisor shall be notified during the shift in which the alleged violation is discovered. The supervisor will notify the Support Services Division Manager and Safety Officer immediately and investigate the situation.

The supervisor shall direct the employee to temporarily perform other tasks until such time as the situation is deemed safe by the Safety Officer. If IUOE and the affected employee(s) still believe the unsafe condition exists, IUOE and the affected employee(s) may exercise their rights under Section 8 of the grievance procedure. For Health and Safety grievances, the immediate supervisor must respond to IUOE and the affected employee(s) within one (1) working day of filing the informal grievance. If IUOE and the affected employee(s) are not satisfied with the decision of the immediate supervisor, a formal grievance shall be filed in accordance with Step 1, "Formal Grievance Procedure." The Support Services Division Manager shall respond to IUOE and the affected employee(s) within three (3) working days.

IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual agreement by all members of the Negotiating team to be jointly submitted to the Board of Supervisors for approval. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until approved by the Board of Supervisors.

INDIVIDUAL AGREEMENT

County Fire shall not negotiate with or enter into a memorandum of understanding or adjust grievances or grant rights or benefits not covered in this Agreement to any employee in this Unit unless such action is with IUOE concurrence.

LABOR-MANAGEMENT TASK FORCE

The parties recognize that delivery of public services in the most efficient and effective manner is of paramount importance and interest to County Fire and IUOE, Local 12. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

To this end, the parties agree the Labor-Management Task Force comprised of management and employees shall be created as necessary to address issues that affect the efficient and effective delivery of public services appropriate to each County Fire and Unit employee. The purpose of such task force shall be to:

(a) Review and provide input on proposed County Fire policies and procedures;

(b) Develop, review, and prioritize work simplification project proposals;

(c) Develop and review solutions to specified program problems.

The composition of each task force shall include up to three (3) management representatives, designated by the Fire Chief, and no more than three (3) employees, designated by IUOE, Local

12. The Fire Chief or designee shall chair the task force.

Meetings will be held as often as necessary to discharge the functions of the task force. The task force will establish reasonable time frames for the accomplishment of its charges.

Recommendations of the task force will be arrived at the consensus and shall be submitted in writing to the Fire Chief for final action, subject to review and approval. The task force shall not have any right or authority to abrogate representation rights of IUOE, Local 12, or County Fire Management Rights.

LEAVE PROVISIONS

Section 1: Sick Leave

(a) Definitions

1. Sick Leave: Sick leave with pay is an insurance or protection provided by County Fire to be granted in circumstances of adversity to promote the health of the individual employee.

   It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease or for a medical, optical or dental appointment.

2. Immediate Family: Immediate family is defined as parent, spouse, child, domestic partner or child of a domestic partner, as defined by California Family Code §297.

3. Extended Family: Extended family is defined as grandchild, grandparent, sibling, parent/sibling-in-law, aunt, uncle, niece, nephew, foster child, ward of the court, or any step relations as defined herein.

(b) Accumulation - Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of ninety-six (96) hours per year, or 3.69 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. Employees in regular positions budgeted less than eighty (80) hours per pay period or job shared positions shall receive sick leave accumulation on a pro rata basis. There shall be no limit on sick leave accumulation.

(c) Compensation - Approved sick leave with pay shall be compensated at the employee's base rate of pay, except as otherwise provided in this agreement. The minimum charge against accumulated sick leave shall be fifteen (15) minutes.

(d) Administration

1. Investigation - It shall be the responsibility and duty of the Fire Chief to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the County's Director of Human Resources .

2. Notification - The employee's supervisor must be notified at least one-half (1/2) hour prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence.

   It is the responsibility of the employee to keep the Fire Chief or designee informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification shall result in denial of sick leave with pay. If the employee receives a doctor's off-work order and provides notice of same to the Fire Chief, the employee is not required to contact the department daily.

   If the employee does not have an off-work order or has not notified the Fire Chief that one has been issued, the employee shall be required to contact the department daily in accordance with the timeframe above. If an employee fails to return to work for three (3) consecutive days following an approved leave of absence or upon expiration of an off-work order, the employee may be subject to Automatic Resignation in accordance with the Personnel Rules for the Board-Governed Special Districts.

3. Review - The County's Director of Human Resources may review and determine the justification of any request for sick leave with pay and may, in the interest of County Fire, require a medical report by a doctor to support a claim for sick leave pay.

4. Proof - A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness when requested by the Fire Chief. In all cases of illness or injury which exceed three (3) consecutive workdays, the employee shall provide a release to return to work from a certified health care provider.

5. Improper Use - Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indispositions, or violation of the rules defined herein will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action including termination.

(e) Sick Leave for Other than Personal Illness/Injury

1. Family Sick Leave – A maximum of one-half (1/2) of the employee's annual accrual of earned sick leave per calendar year may be used for attendance upon the members of the employee's immediate family who require the attention of the employee, due to illness.

   Upon approval of the Fire Chief, the employee may use part of this annual allowance for attendance upon members of the employee's extended family residing in the employee's household who require the attention of the employee, due to illness.

2. Bereavement – Employees in regular positions may use up to two (2) days paid leave, not charged to the employee's personal leave balances, per occurrence for bereavement due to the death of the employee's parent, child, spouse or domestic partner, as defined by California Family Code Section 297. One (1) additional day shall be granted if the employee travels over a thousand (1,000) miles from his/her residence to the bereavement service(s). The additional day shall not be charged to the employee's personal leave balances.

   A maximum of three (3) days earned sick leave may be used per occurrence for

bereavement due to the death of persons in the immediate or extended family, as defined herein, or any relative who resided with the employee.

3. Birth/Adoption – A maximum of forty (40) hours earned sick leave may be used per occurrence for arrival of an adoptive child at the employee's home. An employee (father) may utilize on an annual basis no more than forty (40) hours of accumulated sick leave per calendar year for the birth of his child.

4. Medical, Optical or Dental Appointments – The employee may use sick leave for medical, dental or optical appointments; however, every effort should be made to schedule the appointments at a time of day that will minimize the employee's time off work.

(f) Return-to-Work Medical Clearance

1. Under the following circumstances, all employees who have been off work due to an illness or injury will report to the San Bernardino County Center for Employee Health and Wellness for a medical evaluation of their condition and authorization to return to work before returning to work.

   (i) Employees whose treating physician or other qualified medical provider has ordered job modification(s) as a condition for either continuing to work or for returning to work after an illness or injury. This applies to both occupational and non-occupational illness or injury.

   (ii) Employees who have been off work due to communicable diseases such as, but not limited to, chicken pox and measles.

   (iii) Employees who have been absent on account of a serious medical condition, when so directed by the Fire Chief, or designee, and with concurrence of the San Bernardino County Center for Employee Health and Wellness.

2. Employees are required to attend return-to-work medical appointments at the Center for Employee Health and Wellness on their own time; however, mileage for attending such appointments is eligible for reimbursement pursuant to the Expense Reimbursement Article.

3. It is the responsibility of the employee, covered by (1) (i) - (iii) above, to obtain written notice from their medical provider of their authorization to return to work with or without job modification.

   To ensure all necessary and relevant medical information is provided, the County shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to their Fire Chief immediately upon receipt of their medical provider's authorization to return to work, and no later than 24 hours after receipt of the notice. The Fire Chief or designee will schedule an appropriate medical evaluation for the employee with the Center for Employee Health and Wellness prior to the employee's return to work.

The employee shall provide their medical provider's written notice of authorization to return to work to the Center for Employee Health and Wellness at or prior to the employee's scheduled appointment time.

4. Exceptions to the above requirements may be made on a case-by-case basis by the Medical Director or designee for the Center for Employee Health and Wellness.

5. The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided, and there is a delay between the employee's appointment with the Center for Employee Health and Wellness and the start of his/her scheduled tour of duty on the day that he/she was released to return to work, County Fire will pay for work hours missed, without charge to the employee's leave balances.

6. The final decision on the employee's ability to return to work rests with the medical provider at the Center for Employee Health and Wellness.

   In the event the employee is not released to return to work by the medical provider at the Center for Employee Health and Wellness, the employee's status would continue on sick leave or, where there is no balance, leave without pay.

(g) Workers' Compensation - Employees shall receive full salary in lieu of Workers' Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Workers' Compensation sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee.

(h) Separation - Unused sick leave shall not be payable upon separation of the employee, except as provided in paragraph (I).

(i) Sick Leave Cash Out

1. Employees who receive a disability retirement due to permanent incapacity to work shall be entitled to one hundred percent (100%) cash payment of any unused sick leave balances, computed at their then current base hourly rate, if they elect an early retirement in lieu of exhausting such accrued sick leave balances.

2. Upon death of an active employee with ten (10) years of continuous service from the most recent date of hire in a regular position, the estate of the deceased employee will be paid for unused sick leave balances in accordance with the conversion formula in the Article on Retirement Medical Trust.

(j) Sick Leave Conversion

1. Employees who have used less than forty (40) hours of sick leave in a fiscal year (i.e., pay period 15 through pay period 14 of the following year) may, at the employee's option, convert sick leave to vacation leave by the following formula: Hours of sick leave used are subtracted from forty (40). Sixty percent (60%) of the remainder, or a portion thereof, may

be added to vacation leave to be utilized in the same manner as other accrued vacation leave.

Sick Leave Hours Used	Hours to be Converted	Vacation
0	40	24
8	32	19.2
16	24	14.4
24	16	9.6
32	8	4.8
40	0	0

2. Employees who hold regular positions in the County Fire and who have contributed to the San Bernardino County Public Employees' Retirement Association or other public entity retirement system for more than ten (10) years and have not withdrawn the contributions from the system(s) and who separate from County Fire service for reasons other than disability retirement and death shall be eligible for Sick Leave Conversion in accordance with the provisions of the Article on Retirement Medical Trust.

(k) Perfect Attendance – Employees in regular, full-time positions who do not utilize any sick leave in a calendar year (pay period 1 through 26/27 of that year, when applicable, of the same year), and who do not record any sick leave without pay or absence without pay for that year, shall receive a one (1) year's paid membership in a County Human Resources approved health facility or utilization of perfect attendance leave. The paid health facility membership shall not exceed the cost of a one (1) year paid membership at the County Human Resources approved health facility. In lieu of a Human Resources approved health facility membership, the employee has the option of utilizing sixteen (16) hours of perfect attendance leave, no cash out provision, within the time frame of the subsequent calendar year. Failure to utilize perfect attendance leave within the subsequent calendar year shall result in forfeiture of the same.

Section 2: Vacation Leave

(a) Definition - Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well being of the employee. If any employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the Fire Chief.

(b) Accumulation - Employees in regular positions shall accrue, on a pro rata basis, vacation leave for completed pay periods. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed 1040 hours of service from the employee's benefit date. Employees in regular positions budgeted less than eighty (80) hours per pay period or job shared positions shall receive vacation leave accumulation on a pro rata basis.

Length of Service From Benefit Date	Annual Vacation Allowance	Maximum Allowed Unused Balance
After 1040 and through 8,320 service hours	80 Hours	160 Hours
Over 8,320 and through 18,720 service hours	120 Hours	240 Hours
Over 18,720 service hours	160 Hours	320 Hours

(c) Administration

1. Vacation periods should be taken annually with the approval of the Fire Chief at such time as will not impair the work schedule or efficiency of the department but with consideration given to the well-being of the employee.

   No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take a vacation leave, the County's Director of Human Resources will approve a waiver of the maximum allowed unused balance for a period not to exceed one waiver of thirteen (13) pay periods per fiscal year.

   Written request for vacation leave shall receive a written response from the Fire Chief or designee within two (2) weeks of submission. In instances where a vacation leave request has received written, advanced approval and is rescinded due to work urgency by the supervisor, that decision may be appealed to the County's Director of Human Resources for an immediate review. In those instances where a financial hardship would occur because pre-approval resulted in prepayment by the employee, a vacation would only be canceled under the most extreme work emergency.

2. The minimum charge against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the employees' base rate of pay, except as otherwise provided in this Agreement.

3. When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.

4. Employees not planning to return to County Fire employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation and shall not be carried on the payroll. Retiring employees may elect to use vacation leave to enhance retirement benefits or be compensated in a lump sum payment for accrued vacation leave.

Section 3: Holiday Leave

(a) Fixed Holidays - All employees in regular positions shall be entitled to the following fixed holidays:

January 1st
Third Monday in January
(Martin Luther King Jr. Day)
Third Monday in February
Last Monday in May (Memorial Day)
July 4th
First Monday in September
(Labor Day)
November 11th (Veteran's Day)
Second Monday in October
Thanksgiving Day
Day after Thanksgiving
December 24th
December 25th
December 31st

(b) Floating Holidays - Employees in regular positions shall be entitled to a total of eight (8) hours floating holiday time provided that the employee is on the payroll during the entire pay period in which such floating holiday time is to accrue. "Entire pay period" shall mean that an employee must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period and was paid for at least one-half (1/2) of the accountable hours. Eight (8) hours floating holiday time shall be accrued during the first pay period prior to the third Monday in January.

Floating holidays accrued shall be available for use on the first day following the pay period in which they are accrued, with the approval of the Fire Chief. Appointing authorities have the right to schedule employees' time-off for accrued holidays to meet the needs of the service but with consideration given to the well-being of the employee.

Employees in regular positions budgeted less than eighty (80) hours per pay period or job shared positions shall receive floating holiday accruals on a pro rata basis; provided, however, that there shall be no proration of the maximum provided in paragraph (f) herein.

The minimum charge against accumulated holiday leave shall be fifteen (15) minutes. Holiday leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this Agreement.

(c) Eligibility for Holiday Pay - To receive holiday pay for a fixed holiday, employees must be on the payroll during the entire pay period during which such fixed holiday fell. Entire pay period shall mean that an employee must have been hired prior to or at the start of the pay period and was paid for at least one-half (1/2) of the accountable hours.

If any unpaid hours are coded during the pay period, the employee must have been on an approved leave for those absences. Any request for sick leave in conjunction with a fixed holiday must be supported by a doctor's certificate, if requested by the Fire Chief.

(d) Holiday During Vacation - When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.

(e) Working on a Holiday - Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off the employee shall accrue, on an hour for hour basis, up to a total of eight (8) hours floating holiday time. At the request of the employee, and with approval of the Fire Chief, or designee, straight time payment can be made in lieu of accrual provided such compensation is approved during the pay period in which it is worked.

(f) Weekend Holidays - When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following

Monday will be observed as the fixed holiday.

(g) Holiday Time Accrual - Any holiday time accrued in excess of sixty-four (64) hours shall be lost if the employee does not take such accrued holiday time off within thirteen (13) pay periods, provided no employee shall lose accrued holiday leave time because of work urgency. Upon retirement or termination, employees shall be compensated for any unused accrued holiday time up to a maximum of sixty-four hours at the then current base rate equivalency unless the employee's position was abolished as a result of a layoff.

Section 4: Leave Accruals While on Disability Leave

Employees receiving the benefits of workers' compensation or state disability insurance while on disability leave receive partial replacement of their income through these benefits. Employees on these types of disability leaves may choose to fully integrate, partially integrate, or not integrate personal leave time with these disability payments.

The maximum amount the employee receives from integrating leave time with disability payments shall not exceed one hundred percent (100%) of the employee's base salary. Paid personal leave time coded on the employees' Time and Labor Report will be limited to the amount of leave necessary to integrate benefits to the level designated by the employee. When the exact amount is not known, a good faith estimate may be made and the amount will be adjusted later as necessary. If any overpayments are made, the employee will be required to repay that amount in accordance with the Payroll Adjustments Article. An employee who knowingly receives payment in excess of their regular base salary is required to report it to their County Fire payroll clerk.

Employees who are fully integrating accrued leave time with disability benefits and have at least forty-one (41) hours of any type of leave time accrued as of the prior pay period shall be eligible to receive full accruals of vacation and sick leave.

Employees who are not fully integrating or employees who have less than forty-one (41) hours of any type of leave time accrued shall earn pro-rated vacation and sick leave accruals based upon paid leave time coded on the Time and Labor Report only.

Employees who are fully integrating paid leave time with disability (SDI) benefit(s) will be eligible for fixed holiday pay provided that they are on the payroll for the entire pay period, have no unapproved leave for the pay period and have enough leave accrued to equal at least one-half (1/2) of the employee's normal scheduled hours. Employees who are partially integrating or not integrating paid leave time with disability benefits will be paid for holidays in accordance with the holiday leave provisions in Section 4 of this Article.

Employees eligible to apply for SDI must provide proof of benefit amount or denial of SDI benefits. If proof is not provided, County Fire will presume the employee is getting the maximum allowable SDI benefit payment and the amount of paid leave coded on the Time and Labor Report will be limited to the maximum allowable leave integration to ensure gross pay from all combined sources does not exceed the employees' base salary.

Section 5: Compulsory Leave

If in the opinion of the Fire Chief, employees are unable to perform the duties of this position for physical or psychological reasons, an examination may be required by a physician or other

competent authority designated by the County's Director of Human Resources .

If the examination report show the employee to be in an unfit condition to perform the duties required of the position, the Fire Chief shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty.

An employee may challenge the medical or psychological findings of County Fire by providing not less than two (2) professional opinions from outside physicians or mental health professionals at the employee's expense.

Employees who become disqualified to perform the duties of their position (e.g., fail to maintain required licenses) shall be immediately removed from duty without pay or may use accrued paid leave for which they are eligible and may be subject to appropriate disciplinary action.

Section 6: Military Leave

As provided in the California Military and Veterans Code Section 395 et seq., and any amendment thereto, and the federal Uniformed Services Employment and Reemployment Rights Act of 1994, a County Fire employee, regular, extra-help, or recurrent may be entitled to the following rights concerning military leave:

(a) Definition – Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.

(b) Notice and Orders – All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, copy of military orders must accompany the request for leave.

(c) Temporary Active Duty – Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, step advances and benefits that would have been enjoyed had the employee not been absent, providing such employee has been employed by County Fire for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive their regular salary or compensation, pursuant to Section (e) of this Article.

(d) Full-Time Active Duty – Employees who resign from their positions to serve in the Armed Forces for more than one hundred eighty (180) days, shall have a right to return to their former classification upon serving written notice to the Fire Chief, no later than ninety (90)

days after completion of such service. Returning employees are subject to a physical/psychological examination.

Should such employee's former classification have been abolished, then the employee shall be entitled to a classification of comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.

The right to return to former classification shall include the right to be restored to such civil service status as the employee would have if the employee had not so resigned; and no other person shall acquire civil service status in the same position so as to deprive such employee of this right to restoration.

Eligible employees are also entitled to the reemployment and benefit rights as further described in the Uniformed Services and Employment and Reemployment Rights Act, 38 U.S.C. Sections 4301-4333. Specifically, a returning employee will receive restoration of original hire and benefit date, salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate and retirement system contributions (provided the employee complies with any requirements established by the Retirement Board). However, such employee will not have accrued vacation, sick leave, or other benefit while absent from County Fire employment, except as provided in the temporary duty provision.

(e) Compensation – This provision does not include an employee's attendance for inactive duty, commonly referred to as weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave. Any employee meeting the requirements in (c) and (d) shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such leave.

Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.

(f) Extension of Benefits – County Fire recognizes the increased requirements of the military due to the current threats facing the United States of America. Employees who are called to active duty as a result of the activation of military reservists beginning in September 2001, and are eligible to receive the thirty (30) calendar day military leave compensation shall receive the difference between their base County Fire salary and their military salary starting on the 31st calendar day of military leave. The difference in salary may be extended when expressly approved by the Board of Supervisors. During any extended period, County Fire will continue to provide the employee the benefits and all leave accruals as was provided prior to such active duty. Retirement contributions and credit will be granted if the employee had enough pay to cover the entire contribution. If the employee does not get enough pay to cover the retirement contribution, no contribution or credit will be given. If upon return from leave the employee complies with all requirements of the Board of Retirement, then the employee shall also receive the retirement pick-up allowed by the MOU. Employees should note that the Accidental Death and Dismemberment (AD&D) plan contains a war exclusion.

If the employee becomes eligible for full County Fire payment for the first thirty (30) days of military leave provided in section (c) of this Article, the extended payments provided under this Section shall be suspended and shall be continued after the thirty (30) days compensation has been completed.

No compensation shall be paid beyond the 30-day leave period, unless such compensation is expressly approved by the Board of Supervisors. County Fire may unilaterally extend the benefits of this subsection upon the approval of the Board of Supervisors.

(g) Vacation and Military Leave – Employees shall not be permitted to take vacation or other accrued leave in lieu of the military leave provisions provided in Section (c) of the Article. Employees may elect to use accrued leave time, except sick leave, in lieu of the integrated pay in Section (f) of this Article under the following conditions:

1. The employee must decline in writing the benefits of Section (f) of this Article prior to the due date of the Time and Labor Report (TLR). The employee must include the dates for which he/she is declining the benefit.

2. The employee must use accrued leave time for the entire pay period (i.e., County Fire pay will not be integrated with military pay for partial pay periods).

3. Such written declination cannot be revoked or amended at a later date for a pay period for which the TLR has already been submitted.

4. Benefits, leave accruals, and pay will be administered per normal procedures for vacation pay; no additional benefits otherwise granted under this Article will be available.

   Employees may elect to use accrued leave time, except sick leave, once all paid benefits have been exhausted.

Section 7: Political Leave

Any employee who is a declared candidate for public office shall have the right to a leave of absence without pay for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay contained herein.

Section 8: Special Leaves of Absence Without Pay

(a) General Provisions

A special leave of absence without pay may be granted to an employee who:

1. Is medically incapacitated to perform the duties of the position.

2. Desires to engage in a relevant course of study, which will enhance the employee's value to County Fire.

3. Takes a leave of absence pursuant to the federal FMLA, the CFRA, and/or Pregnancy Disability Leave provisions under the Fair Employment and Housing Act (FEHA).

4. For any reason considered appropriate by the Fire Chief and County's Director of Human Resources.

(b) Types of Leaves of Absence

There are four types of leaves of absences. All requests must be in writing and require the approval of the Fire Chief, or designee, and the County's Director of Human Resources, or designee.

Upon request, the Fire Chief, or designee, and the County's Director of Human Resources, or designee, may grant successive leaves of absence. All benefits shall be administered in accordance with the appropriate article of the MOU.

1. Leaves of absence with right to return. Leaves of absence with right to return may be granted to employees in regular positions for a period not exceeding one (1) year. The employee remains in his/her position.

2. Family leave. Leaves of absence will be granted in accordance with the federal FMLA, the CFRA and/or Pregnancy Disability Leave (PDL) provision under Fair Employment and Housing Act (FEHA). This leave can be concurrent with use of paid leave or leave of absence without pay with right to return.

   An employee on an approved leave of absence without pay under this provision will continue to receive the benefits outlined in the Benefit Plan article of this agreement for a period of six (6) pay periods. Certification from a health care provider is required for all instances of medical leave under this provision. Employees are required to inform supervisors of the need for leave at least thirty (30) days before commencement where possible.

   In instances where the leave is for the birth or placement of a child and both husband and wife are County Fire/Special District employees, both employees are limited to a total of (twelve) 12 weeks between them.

3. Leaves of absence without right to return.

   (i) Definition - Leaves of absence without right to return may be granted to employees with regular status for a period not to exceed one (1) year. Employees without right to return shall be removed from their position. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to COBRA.

   (ii) Benefits upon rehire - An employee who is reemployed within ninety (90) days after the expiration of the leave of absence without right to return shall retain the following benefits:

   - Hire date;

   - Benefit date for purposes of leave accruals and step advances; except that the benefit date will be advanced for the period of time the employee is on leave of

absence without right to return;

- Any sick leave accruals that had not been cashed out will be restored.

(iii) Rehire process - An employee may be reemployed in the same department in the classification from which the employee took the leave of absence with the approval of the Fire Chief and the County's Director of Human Resources . Alternatively, the employee must apply through Human Resources by the last day of the leave of absence.

The employee will be placed on the eligible list for the classification from which he/she took the leave of absence without examination. Placement on the eligible list will be administered in accordance with the requalification provisions of the Personnel Rules for the Board-Governed Special Districts.

The employee shall be required to serve a new probationary period. The County's Director of Human Resources or designee has the discretion to waive the requirements to serve a new probationary period.

4. Medical Leave of Absence.

(i) Definition - A medical leave of absence of up to one (1) year may be granted to employees with regular status who suffer from catastrophic illness or serious mental illness. Such leave of absence will be granted only after FMLA, CFRA and/or PDL have been exhausted. The employee is responsible for providing documentation from a qualified health practitioner prior to approval. County Fire retains the right to request medical documentation regarding the employee's continued incapacity to return to work.

The employee will be removed from his/her position so that the department may fill behind the employee. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to COBRA.

Upon the employee's ability to return to work or the expiration of the leave of absence, whichever comes first, the employee will have the right to return to the classification within the department from which he/she took a leave of absence when a funded vacancy for which the employee meets the qualifications is available. If the employee is does not return to the work by the expiration of date of the leave, or the soonest date after that for which the department has a vacancy, the employee relinquishes the right to return. The employee will serve a new probationary period with no right to return to former classification.

(ii) Upon return from a medical leave of absence, the employee shall retain the benefits described under section 3 (ii) above.

(iii) The Medical Leave of Absence provision may be removed by ether party at the conclusion of this agreement.

Section 9: Jury Duty Leave

Employees in regular positions who are ordered to serve jury duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Employees are required to provide the Fire Chief with notice of the order/summons to serve jury duty upon receipt of such summons. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service. When practicable, the Fire Chief will convert an employee's regular tour of duty to a day shift tour of duty during the period of jury duty. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time. Employees volunteering for Grand Jury duty shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury, in the same manner as provided in Section 7 of the Article.

Section 10: Examination Time

Employees in regular positions with regular status at the time of application shall be entitled to a reasonable amount of time off with pay for the purpose of taking Fire, Special Districts, or County promotional examinations or for selection interviews. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Such time off shall not be charged against any accumulated leave.

Section 11: Witness Leave

Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen out of the employee's scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to County Fire.

Section 12: Blood Donations

Employees in regular positions, who donate blood without receiving compensation for such donation, may have up to two (2) hours off with pay with prior approval of the immediate supervisor for each such donation.

This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work, any time in excess of two (2) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the Fire Chief or designee to receive this benefit.

Employees in regular positions who are aphaeresis donors may have up to four (4) hours off with pay with prior approval of the immediate supervisor for each such donation, provided no compensation is received for such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work any time in excess of four (4) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each aphaeresis donation must be presented to the Fire Chief, or designee to

receive this benefit.

Section 13: Time Off for Voting

(a) If an employee does not have sufficient time outside of working hours to vote at a statewide election, the employee may, without loss of pay, take off enough working time that, when added to the voting time available outside of working hours, will enable the employee to vote.

(b) No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.

(c) If the employee on the third working day prior to the day of election knows or has reason to believe that time off will be necessary to be able to vote on Election Day, the employee shall give the employer at least two (2) working days' notice that time off for voting is desired, in accordance with this section.

LIFE INSURANCE

Section 1: Term Life Insurance

County Fire agrees to pay for the premium for a term life insurance policy for all employees according to the table below. Life insurance will become effective on the first day of the pay period following the employee's first day of the pay period in which the employees is paid for one-half plus one of their scheduled hours. For example, an employee scheduled for eighty (80) hours must be paid for a minimum of forty-one (41) hours.

Amount of Life Insurance	
Scheduled Hours from 40 to 60	Scheduled Hours from 61 to 80
$10,000	$20,000

County Fire further agrees to make available to each employee a group term life insurance program wherein the employee may purchase, through payroll deductions, term life insurance in $10,000 increment amounts to a maximum benefit of $700,000. New employees shall become eligible to participate in these programs on the first day of the pay period following the employee's first pay period in which the employee is paid for one half plus one of their scheduled hours..

County Fire agrees to provide these benefits subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the County.

Note: All persons eligible for the insurance programs will be covered for the insurance on the date the insurance becomes effective, or in the case where the employee is absent on the date the insurance becomes effective because of illness, the insurance will commence on the date of return to work.

MEDICAL EMERGENCY LEAVE

The particulars of the Medical Emergency Leave Policy are as follows:

(a) The employee must have regular status with County Fire or one (1) year of continuous service in a regular position with County Fire.

(b) The employee must meet all of the following criteria before he or she becomes eligible for Medical Emergency Leave donation: (1) be on an approved medical leave of absence for at least thirty (30) consecutive calendar days (160 working hours) exclusive of an absence due to a work related injury/illness; (2) submit a doctor's off-work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days, 160 working hours; (3) have exhausted all usable leave balances prior to initial eligibility – subsequent accruals will not affect eligibility; and (4) have also recorded at least forty (40) hours of sick leave without pay during the current period of disability.

(c) An employee is not eligible for Medical Emergency Leave if he or she is receiving Workers' Compensation benefits. An employee eligible for State Disability Insurance and/or Short-Term Disability <u>must</u> agree to integrate these benefits with Medical Emergency Leave.

(d) Vacation, Holiday, Annual Leave, or Administrative Leave, as well as Compensatory Time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours, not to exceed a total of fifty percent (50%) of an employee's yearly Vacation, Holiday, Annual, Administrative Leave, or Compensatory Time accruals (whichever is applicable). The donation may be made for a specific employee, regardless of rank or occupational unit, on the time frames established by the Human Resources Division. The employee (donee) receiving the Medical Emergency Leave will be taxed accordingly.

(e) The donation is to be for the employee's Medical Emergency Leave only; the donation to one (1) employee is limited to a total of one thousand forty (1,040) hours per fiscal year.

(f) The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment. Job and/or personal stress (not result of a diagnosed mental disorder) are specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by the County's Health and Employee Wellness Center or medical designee, is required.

(g) The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies per the minimum paid hours per pay period requirement of the Benefit Plan Article, or the requirement of the Federal and State Family Leave Acts, as applicable to the individual employee. An employee receiving leave under this program is not eligible for receipt of any accruals such as vacation, administrative leave, sick leave, or retirement credit.

(h) Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like, as the singular purpose of this program is to provide financial assistance.

(i) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals to be utilized as follows:

1. An employee who resigns while on Medical Emergency Leave, or the beneficiary of an employee who dies while on Medical Emergency Leave, shall be paid at one hundred

percent (100%) of his/her base hourly rate of pay for all unused Medical Emergency Leave at time of resignation or death in accordance with payroll procedures established by the County Auditor/Controller.

2. An employee on Medical Emergency Leave who has received the approval of his/her physician and the County's Occupational Health Officer to return to full-time work shall have all unused Medical Emergency Leave converted to an equal amount of sick leave which will be available to the employee according to the Section on Sick Leave.

3. An employee on Medical Emergency Leave who has received the approval of his/her physician and the County's Health and Employee Wellness Center to return to work on a part-time basis (less than the employee's normally scheduled hours of work per pay period), or on modified duty, may record a combined total of work time and Medical Emergency leave not to exceed each pay period the lesser of eighty (80) hours or the employee's modified hours of work.

(j) The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for the actual administrative costs.

(k) Solicitation of donors shall be regulated by the Human Resources Division, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.

(l) All donors and donees shall sign release forms designed, retained, and affected by the Human Resources Division.

"ME TOO" AGREEMENT

Section 1

The Board of Supervisors recognizes that members of IUOE, Local 12 agreed to the elimination and reduction of certain existing compensation and benefits as follows:

- Reduce all step increments from approximately 5% to approximately 2.5% for all current and newly-hired employees;

- Eliminate the County pick-up (up to 7%) of the employee's share of retirement system contributions for all current and newly-hired employees (not including retirement subsidy for Exempt employees); and

- Establish caps, at then-current levels, on Medical Premium Subsidy contribution for all employees, and convert all remaining employees receiving the Flexible Benefit Plan contribution to Medical Premium Subsidy;

The Board of Supervisors has already approved elimination and reduction of existing compensation listed above for the Exempt, Non-Represented, and Firefighter groups.

Section 2

If any other bargaining unit does not agree to reduce or eliminate any particular compensation and/or benefit item above at such time as their Memorandum of Understanding expires, the Board of Supervisors will either (1) restore to the Exempt group and those bargaining units that have

already agreed to said reductions the compensation and/or benefit provisions above, on a pro-rated basis or in a comparable manner, retroactive to the date of the Board of Supervisors approval of this agreement, (2) impose such benefit elimination or reductions on bargaining units that do not agree after exhaustion of the dispute resolution procedure contained in the applicable Employee Relations Ordinance, or (3) reduce positions and/or budget in the impacted departments by the value of the reductions which would have been obtained if the reductions in compensation would have been applied to the employees in that bargaining unit. Additionally, if one bargaining unit receives a newly negotiated across-the-board enhancement in compensation and/or benefits for all its members, excluding those enhancements for which the County, other County Fire, and Special Districts bargaining units are already contractually obligated, such enhancement shall also be automatically applied to all other bargaining units. The provisions listed in Section 2 shall automatically expire at the end of the term of the Memorandum of Understanding.

MERIT ADVANCEMENTS

It is agreed that a work performance evaluation shall be completed by the employee's immediate supervisor within sixty (60) working days prior to the employee's step advance benefit date for all employees in this Unit who are below the top step of their salary range. If such employee is evaluated as "Meets Job Standards" or better, the employee will be granted the step advancement effective on the employee's salary benefit date.

The employee's immediate supervisor shall notify the employee in writing of inadequate work performance no less than thirty (30) workdays prior to the employee's receipt of the work performance evaluation.

If no work performance evaluation is filed, or if an employee receives an overall "Unsatisfactory" or "Improvement Needed" evaluation, the employees step advance may not be granted on the date due.

In cases where no work performance evaluation is filed an employee should contact the supervisor, who must complete and file the work performance evaluation within five (5) working days. If the employee is rated as "Meets Job Standards" or better, the employee will be granted the step advancement retroactive to the employee's salary benefit date.

A denied step advancement can be granted following any sequence of the thirty (30) day review period for the employee's performance.

It is agreed that the performance of any employee without regular status must be rated as "Meets Job Standards" or better prior to granting any merit step advancement.

OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is before the Board of Supervisors, neither IUOE, Local 12, nor County Fire Administration, nor their authorized representatives will appear before the Board of Supervisors individually or collectively to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ON CALL

Employees in regular positions who are released from active duty but are required by County Fire to leave notice where they can be reached and be available to return to active duty when required by County Fire, shall be assigned to on-call duty, an employee shall be free to use the time for his or her own purposes.

On-call duty requires that employees so assigned shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to respond to duty within an hour. The Fire Chief may establish time periods to respond of more than one hour.

Employees not assigned to on-call duty have no obligation to meet these requirements. Assignment of on-call duty and approval of compensation shall be made by the Fire Chief based upon the need of the service. On-call duty shall be compensated at the rate of three dollars and twenty-five cents ($3.25) per hour. Said compensation is exclusive of any other compensation which may be provided in the Article "Call Back." On-Call time shall not count as hours worked.

OVERTIME

(a) Policy - It is the policy of County Fire to discourage overtime except when necessitated by abnormal or unanticipated work load situations. It is the responsibility of the Fire Chief or designee to arrange for the accomplishment of workload under their jurisdiction within the normal tour of duty of employees. County Fire has the right to require overtime to be worked as necessary. Should an employee use sick leave in their forty (40) hour work week, it will be at the employee's discretion during that forty (40) hour work week whether to work approved overtime at regular pay, except in emergency situations.

1. Definition - Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. For purposes of defining overtime, paid leave time (except for sick leave) shall be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is non-cumulative and non-payable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals.

2. Overtime Compensation - Any employee authorized by a County Fire manager or authorized representative to work overtime shall be compensated at premium rates i.e., one and one-half (1½) times the employee's regular rate of pay. In lieu of cash payment, an employee may accrue compensating time off at premium hours.

   Cash payment at the employee's regular rate of pay shall automatically be paid for any compensation time off accumulated in excess of one hundred (100) hours or for any such time which has not been taken within twenty-six (26) pay periods after performance thereof, or immediately prior to promotion, demotion or termination.

   Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless the employee has chosen to accrue compensating time or computation cannot be made, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

3. Variable Work Schedule - The Fire Chief or designee, with the agreement of the affected employee, may arrange for that individual to take time off as is necessary.

4. Work Period - The work period for purposes of overtime, established for employees in this Unit commences at 12:01 a.m. Saturday and ends at 12:00 a.m. (midnight) the following Friday of each week. The pay period and work week may be adjusted in accordance with FLSA requirements.

PAYROLL ADJUSTMENTS

In situations involving overpayment to an employee by County Fire, said employee shall be obliged to repay by payroll recovery the amount of overpayment within the time frame the overpayment was received by the employee. The County's Auditor-Controller's Office, or County Fire's Human Resources Division, when applicable, shall provide documentation showing the calculations of the overpayment to the employee. Extensions to the period for repayment of the overage may be requested by the employee, subject to the approval of the County's Auditor-Controller. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half times as long as the overpayment period. If the employee leaves employment prior to repayment of overage, the County's Auditor-Controller's Office shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the County's Auditor-Controller shall initiate the collections process against the employee.

In situations involving underpayment to an employee by County Fire, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation to the County's Auditor-Controller's Office, including necessary approval of the County's Human Resources Director or designee.

In those situations where the employee has been underpaid by seven and one-half percent (7½%) or more of their base pay in the immediately preceding pay period through no fault of their own, the employee may request an on-demand warrant to correct the error. County Fire's payroll section shall complete the request for payroll adjustment and forward it and any necessary approval by the County's Human Resources Director or designee to the County's Auditor-Controller within one working day of receipt of the employee's request. The County's Auditor-Controller's Office shall pay the employee the amount due within two (2) working days of receipt of the request for payroll adjustment from County Fire. For this section, base pay shall be determined by multiplying the employee's base rate of pay by the number or hours in their usual work schedule.

OVERTIME DISTRIBUTION

(a) Supervisors shall endeavor to equally distribute overtime hours to all County Fire employees within a work location. Upon IUOE request, County Fire shall provide an updated list of overtime used by Unit personnel.

(b) The employer shall establish a procedure that requests and utilizes volunteers to perform overtime work from among Unit personnel qualified and available within the appropriate work area.

PAY PERIOD

A pay period shall be comprised of fourteen (14) calendar days. The first pay period under this Agreement shall commence at 12:01 a.m., Saturday, July 2, 2011 and shall end at 12:00 a.m., (midnight) on the second Friday thereafter. Each subsequent fourteen (14) day period shall commence on the succeeding Saturday at 12:01 a.m. and shall end at midnight on the second

Friday thereafter. The pay period and workweek may be adjusted in accordance with FLSA requirements to accommodate alternate schedules. Paychecks shall be issued on the second Wednesday following the end of the preceding pay period, provided that the Auditor-Controller may issue pay checks at an earlier date if possible.

PHYSICAL FITNESS

The parties agree that physical and mental fitness of County Fire employees are reasonable requirements to perform the duties of the job and instill public confidence.

Recognizing these important factors the parties agree that during the term of this agreement County Fire may require medical and psychological assessments of employees provided County Fire pays and provides time off without loss of pay for such assessments.

Any remedial or treatment action shall be the full responsibility of the employee, except as otherwise provided by law.

POSTING OF VACANT POSITIONS

A vacancy shall be deemed to exist when a regular General Fire Support position is unoccupied as a result of retirement, transfer, termination, resignation, new position, promotion, demotion, or change in job status.

When the employer has authority to fill a General Fire Support vacant position and a certification list does not already exist for the classification, the following recruitment process shall apply:

(a) The County's Director of Human Resources or designee will post the job announcement on the department Intranet and distribute via department e-mail to department employees. The job announcement may also be posted in places such as the lobby of the Fire Administrative office, department bulletin boards, department website, newspapers, trade organizations, internet recruiting sites, and worksites.

(b) The job announcement will include a description of the position, the salary range and benefits associated to the position, the recruiting requirements, the examination process, the application filing date, and information on how to apply for the vacancy.

(c) The job announcement will be posted for a minimum of seven (7) calendar days prior to the closing of the recruitment. The seven (7) day notice may be waived for extra-help positions only.

(d) Notices for multiple vacancies may be grouped together in a single job positing.

PROBATIONARY PERIOD

The probationary period for positions in this Unit shall be 1040 hours of satisfactory work performance. Any employee who is promoted in this Unit shall be required to serve a 1040 hour probationary period unless waived by the County's Director of Human Resources, in accordance with the Personnel Rules for the Board-Governed Special Districts.

The probationary period ends at the end of the day in which the employee has completed the required number of service hours.

The probationary period will be automatically extended for each hour during which the employee is on leave without pay. In situations where the employee is on continuous paid sick leave for eighty (80) or more consecutive hours, or on modified duty for occupational or non-occupational reasons, the probationary period may be extended at the discretion of the Fire Chief, or designee. Such extension is in addition to the eighteen (18) pay period extension allowed by the Personnel Rules for the Board-Governed Special Districts.

PROMOTIONS

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive at least the entrance rate of the new range or approximately a five percent (5%) increase whichever is greater; provided that no employee is thereby advanced above step 11 (or final) step of the higher base salary range. Promoted employees shall serve a 1040 hour probationary period (2080 hours for Emergency Services Officers) unless waived by the County's Director of Human Resources pursuant to appropriate provisions of the Personnel Rules for Special Districts.

At the discretion of the Fire Chief and with the approval of the County's Director of Human Resources, an employee may be placed at any step within the higher base salary range. Promotions shall be effective only at the beginning of a pay period unless an exception is approved by the County's Director of Human Resources.

PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal and State laws and regulations. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of those Federal or State enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended or superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby. If any part or provision of this Memorandum of Understanding is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding the total compensation to employees under this Memorandum of Understanding shall not be reduced or increased as a result of this Article. The parties hereto agree to refrain from initiating any legal action or taking individual or collective action that would invalidate Articles of this Memorandum of Understanding.

REEMPLOYMENT

(a) A regular employee who has terminated County Fire employment and who is subsequently rehired in the same classification in a regular position must begin the first day of work within one hundred and eighty (180) calendar days (i.e., beginning the first day of work by the one hundred eighty-first day), may receive restoration of salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with the Article "Leave Provisions"), and the Retirement Plan contribution rate (provided the employee complies with the requirements established by the Retirement Board) subject to approval and conditions established by the County's Director of Human Resources or designee.

The employee shall suffer loss of seniority and be required to serve a new probationary period, unless such requirements are waived by the County's Director of Human Resources or designee.

(b) A regular employee who has terminated County Fire employment and who is subsequently rehired to a regular position in the same job family must begin the first day of work within one hundred and eighty (180) calendar days (i.e., beginning the first day of work by the one hundred eighty-first day), may receive restoration of vacation accrual rate, sick leave, and retirement contribution rate in the same manner as described above. Such employees shall also suffer loss of seniority and be required to serve a new probationary period, unless such requirements are waived by the Fire Chief.

(c) A regular employee who has terminated County Fire employment, and who is subsequently rehired in another job family within a ninety (90) calendar day period, must begin the first day of work within ninety (90) calendar days and beginning the first day of work by the ninety-first day, may receive restoration of salary step (in the instance of rehire in the same classification), vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with the Article "Leave Provisions"), and the Retirement Plan contribution rate (provided the employee complies with any requirements established by the Retirement Board), subject to the approval and conditions established by the Fire Chief. The employee shall suffer loss of seniority and be required to serve a new probationary period, unless such requirements are waived by the Fire Chief.

RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during March 2013 a written request to commence negotiations, as well as its written proposals for such successor Memorandum of Understanding. Upon receipt of such written proposals, negotiations shall begin no later than thirty (30) calendar days after such receipt.

The first order of business shall be negotiation of ground rules. By conclusion of the second meeting, ground rules shall be established regarding the form and procedure for exchanging further proposals and counter-proposals.

REST PERIODS

Employees shall be entitled to rest periods in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of County Fire, but in no instance shall rest periods be scheduled within one hour of the beginning or ending of a tour of duty or meal period, nor shall such time be accumulative, nor used to report to work late or leave early.

Rest periods shall be considered as time worked. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of such work.

Regularly Scheduled Tour of Duty	Number and Limit of Rest Periods
After 3 hours and through 6 hours	One – 15 Minute Rest Period
After 6 hours and through 8 hours	Two – 15 Minute Rest Periods
After 8 hours and through 10 hours	Two – 20 Minute Rest Periods
After 10 hours	One – 25 Minute Rest Period and One – 20 Minute Rest Period

RETIREMENT MEDICAL TRUST

A Retirement Medical Trust Fund will be established the first full pay period following Board of Supervisor approval for eligible employees. Eligible employees are those employees with ten (10) or more years of participation in the San Bernardino County Employees' Retirement Association (SBCERA). Participation in other public sector retirement system(s) may also be counted towards the ten (10) year requirement provided that the employee is also a participant in SBCERA. Those eligible employees with ten (10) or more years of combined contributions to SBCERA and other public sector retirement system(s) must provide the Plan Administrator written evidence of participation in other public retirement systems. A letter from the public sector retirement system(s) confirming that contributions have not been withdrawn must accompany the written evidence.

The Trust is administered by a Board of Trustees who manages the resources of the Trust Fund and determines appropriate investment options and administrative fees for managing the Trust Fund. The Trustees insure that payments of qualified medical expenses incurred by retirees or their eligible dependents are properly reimbursed.

The Trust will establish individual accounts for each participant who will be credited with earnings/losses based upon the investment performance of the participant's individual account. All of the contributions to the Trust Fund will be treated for tax purposes as employer, non-elective contributions resulting in tax-free contributions for County Fire.

All of the distributions from the Trust Fund made to retirees or their eligible dependents for the reimbursement of qualified medical expenses as defined by the Internal Revenue Codes (including medical and other eligible insurance premiums) will also be non-taxable to the retiree or the retiree's eligible dependent(s).

Employees retiring from County Fire with a disability retirement are not eligible to contribute the cash value of their unused sick leave balances to the Trust. These employees will be compensated for their unused sick leave in accordance with the Leave Provisions Article, Section 1(i)(1), "Sick Leave Cash Out."

The Trust is a Voluntary Employees Benefit Association (VEBA) and will comply with all of the provisions of Section 501(c)(9) of the Internal Revenue Code.

A separation from County Fire service for reasons other than death or disability retirement, all eligible employees will be required to contribute the cash value of their unused sick leave balances to the Trust, in accordance with the conditions described below.

Amount of Remaining Sick Leave Hours	Cash Formula Value
480 hours or less	30%
481 to 600 hours	35%
601 to 720 hours	40%
721 to 840 hours	45%
841 to 1,200 hours	60%

Effective July 3, 2010, County Fire shall contribute, on behalf of eligible employees, the following amounts to the Trust:

Years of Completed District Service	Percentage
10 but less than 15 years	1%
15 but less than 20 years	1.25%
20 or more years	1.5%

Upon the death of an active member with ten (10) or more years of continuous service from the most recent date of hire in a regular position, the estate of the deceased person shall be paid for all unused sick leave balances in accordance with the formula, above.

RETIREMENT SYSTEM CONTRIBUTIONS

Section 1: Eligibility

Under the provisions of the County Employee's Retirement Law of 1937, all employees in regular positions who are scheduled to work for a minimum of forty (40) hours per pay period shall become members of the San Bernardino County Employees' Retirement Association (SBCERA).

Exception: Employees first hired at age 60 or over may choose not to become a member of SBCERA at the time of hire. If this election is made, the employee will participate in the County's PST Deferred Compensation Retirement Plan. Said employee's contributions to the PST Deferred Compensation Retirement Plan shall be automatically deducted from the employee's earnings. Maximum total contributions shall be seven and one-half (7½%) of the employee's maximum covered wages for Social Security purposes. Employees shall automatically be enrolled in the Plan upon notification from the Board of Retirement that the employee has opted out of SBCERA membership.

Section 2: County Fire Contributions

For eligible employees hired before the ratification of the contract by the Board of Supervisors, the County Fire will continue to pick up a portion of the employee's required contribution to the San Bernardino County Employees' Retirement Association in the amount of seven percent (7%) of the employee's earnable compensation as defined in the San Bernardino County

Retirement Board bylaws.

For all eligible employees hired after the ratification of the contract by the Board of Supervisors, the County Fire shall pick up seven percent (7%) of the employees' earnable compensation as defined in the San Bernardino County Retirement Board after the employees' completion of 10,400 service hours (five years of employment).

Effective July 2, 2011, the County Fire seven percent (7%) pick up of a portion of the employee's required contribution to SBCERA shall be discontinued for all employees.

The employee must choose to have the contributions designated as all employer or all employee contributions for retirement purposes. If the employee designates the pickup as employer contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of the actuarial value of that dollar to the Retirement Association as determined by the Board of Retirement; and the employee may not withdraw this contribution from the Retirement Association.

If the employee designates the pickup as employee contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of one dollar; and upon separation without retirement, an employee may withdraw this contribution from the Retirement Association. Upon retirement or separation, all contributions applied under this Section will be considered for tax purposes as employer-paid contributions.

If the employee does not file a designation, the contributions shall be made as employee contributions. Employees receiving Retirement System contributions under the Benefit Plan in effect prior to the effective date of this Article shall continue to have contributions under this Article applied (as employer or employee contributions for retirement purposes) in the same manner as previously applied for the employee until a revised designation is made by the employee.

Section 3: Remaining Employee Contributions

Any employee Retirement System contribution obligations which are not paid by the application of Section 1 of this Article shall be "picked up" for tax purposes only pursuant to this Section. The Auditor/Controller-Recorder shall implement the pickup of such Retirement System contributions under Internal Revenue Code Section 414(H)(2) effective with the earnings paid and contributions made on and after the effective date of this Article.

The District shall make member contributions under this Section on behalf of the employee, which shall be in lieu of the employee's contributions, and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code.

The amounts picked up under this Section shall be recouped through offsets against the salary of each employee for whom the District picks up member contributions. These offsets are akin to a reduction in salary and shall be made solely for purposes of income tax reporting and withholding. The member contributions picked up by the District under this Section shall be treated as compensation paid to District employees for all other purposes. District paid employer contributions to the County's Retirement System under this Section shall be paid from the same source of funds as used in paying the salaries of the affected employees. No employee shall have the option to receive the Retirement System contribution amounts directly

instead of having them paid to the County Retirement System.

Upon retirement or separation, all contributions picked up under this Section will be considered for tax purposes as employer-paid contributions. Contributions under this Section shall be applied (as all employer or all employee contributions with the same value and restrictions) for Retirement System purposes in the same manner as the contributions under Section 1 of this Article.

Section 4: Special Provisions

Employees who have thirty (30) years of service credit and no longer make retirement contributions under the provisions of the County Employee's Retirement Law of 1937 and employees over age 60 in a regular position who choose not to be a member of the Retirement Association, shall be paid in cash seven percent (7%) of earnable compensation as defined by the bylaws of the Retirement Board. This paragraph shall be effective through July 1, 2011.

Effective July 2, 2011, employees who have thirty (30) years of service credit shall not be paid in cash the 7% of earnable compensation. Employees with at least twenty-five (25) years of service as set forth in Government Code section 31625.3 as of July 2, 2011, and who either already have or thereafter attain thirty (30) years of service credit as set forth in Government Code section 31625.3 shall have one (1) opportunity during the employee's employment to receive cash payments of seven percent (7%) of earnable compensation for up to twenty-six (26) consecutive pay periods.

This Article shall only apply to employees who are members of the Retirement Association and are eligible for participation under the Benefit Plan Article. The provisions of this Article shall be applied each pay period.

Section 5: Survivor Benefits for General Retirement Members Administered by San Bernardino County Employees' Retirement Association (SBCERA)

Survivor Benefits are payable to employed general retirement members with at least 18 months continuous retirement membership pursuant to Section 31855.12 of the County Employees Retirement Law of 1937. An equal, non-refundable employer and employee biweekly contribution will be paid to SBCERA as provided in annual actuarial study.

SALARY ADJUSTMENT TRIGGERS

The following items shall be included and calculated as described below:

A. From the Comprehensive Audited Financial Report (CAFR), "Statement of Revenues, Expenditures, and Changes in Fund Balances," for "Governmental Funds," in the section of "Revenues," and the column of "General Fund," the line item "Taxes,"

B. Minus the amount of "Homeowners Exemptions" as reported by the Auditor/Controller

C. Plus Public Safety Tax (Prop 172 Revenue) as reported by the State Controller's Office

For example, on page 47 of the 2007/08 CAFR, the amount of item A. above is $634,591(in thousands) and on page 45 of the 2008/09 CAFR the amount of item A. above is $621,850 (in

thousands).

If the calculation of the items for FY 2011/12 exceeds the calculation of the items for FY 2007/08, the following salary adjustments shall be effective at the beginning of Pay Period 1, 2013:

Increase more than $33.3 million	1.0% total increase
Increase more than $42.0 million	2.0% total increase
Increase more than $56.0 million	3.0% total increase
Increase more than $70.0 million	4.0% total increase

If the calculation of the items for FY 2012/13 exceeds the calculation of the items for FY 2007/08, the following salary adjustments shall be effective at the beginning of Pay Period 1, 2014:

Increase more than $33.3 million	1.0% total increase
Increase more than $42.0 million	2.0% total increase
Increase more than $56.0 million	3.0% total increase
Increase more than $70.0 million	4.0% total increase

SALARY RATES AND STEP ADVANCEMENTS

New employees shall be hired at Step 1 of the established base salary range, except as otherwise provided in this Article. Variable entrance steps may be established if justified by recruitment needs through Step 11 with the approval of the Appointing Authority and the County's Human Resources Director, or designee.

Within the base salary range, all step advancements will be made at the beginning of the pay period following the pay period in which the employee completes the required number of service hours. Approval for advancement shall be based upon completion of required service hours in the classification, satisfactory work performance and Appointing Authority recommendation. An employee whose step advancement is denied shall not be eligible for reconsideration for step advancement except as provided in the Section, "Merit Advancements."

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to eighty (80) hours per pay period. Overtime hours, disability payments, Medical Emergency Leave, and time without pay shall not count toward step advancements.

Effective July 2, 2011, step advancements within a base salary range shall be based upon a one step increment, approximately two and one-half percent (2.5%) for all employees.
Example:

Hire Step	1	7
After 1040 hours*	2	8
After additional 2080 hours*	3	9
After additional 2080 hours*	4	10
After additional 2080 hours*	5	11
After additional 2080 hours*	6	
After additional 2080 hours*	7	
After additional 2080 hours*	8	
After additional 2080 hours*	9	

After additional 2080 hours*	10	
After additional 2080 hours*	11	

***Assumes satisfactory work performance and Appointing Authority recommendation.**

The County's Human Resources Director or designee, may authorize the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity. The County's Human Resources Director or designee may authorize the adjustment of the salary step or salary rate of an employee to correct any payroll error or omission, including any such action, which may have arisen in any prior fiscal year.

SALARY SAVINGS PLAN CONTRIBUTION

Effective July 3, 2010, employees who have completed one (1) year of continuous service in a regular position shall be eligible for the benefits of this Article. The biweekly contribution of employees who contribute to the Special Districts/County Fire's Section 457 (b) Salary Savings Plan will be matched by a Special Districts/County Fire contribution on the basis of one-half times (½x) the employee's contribution up to one-half percent (½%) of the employee's biweekly base salary. For example, an employee who contributes $10.00 per pay period shall receive a Special Districts/County Fire contribution of $5.00 per pay period, provided that the $5.00 does not exceed one-half percent (½%) of the employee's biweekly base salary. Special Districts/County Fire contributions to the Plan shall not be considered earnable compensation

STANDARD TOUR OF DUTY

The standard tour of duty represents the time that an employee is regularly scheduled to work. The employee shall be present at the assigned work location and ready to begin work at the start of the standard tour of duty. For payroll purposes, a regularly scheduled tour of duty, which commences before midnight and ends the following day, shall be reported as time worked for the day in which the tour of duty began. The Fire Chief shall establish the actual number of hours that comprise the standard tour of duty for each position. The current standard tours of duty for Unit employees are the 9/80, 4/10 or 5/40. The Fire Chief may modify or change the number of hours in a standard day, tour of duty or shift for each position to meet the needs of the service. When the Fire Chief finds it necessary to make such modifications or changes, he/she shall notify the affected employee(s) and IUOE, Local 12, indicating the proposed change prior to its implementation. When such modification or change would affect the standard tour of duty of a significant number of employees, and when IUOE, Local 12, requests to meet and confer, the parties shall expeditiously meet and confer regarding the impact the modification or change would have on the employees. The phrase "significant number" shall mean (a) a majority of the employees in the Unit; (b) a majority of employees within a division work unit; or (c) a majority of employees within a specific classification in the Unit.

Section 1: 9/80 and 4/10 Work Schedules

Upon ratification of this Agreement by the Board of Supervisors, County Fire will extend the 9/80 and 4/10 work schedule to all Unit employees. The 9/80 and 4/10 work schedule shall be implemented within six (6) months of ratification of this Agreement by the Board of Supervisors. All employees requesting to work a 9/80 or 4/10 work schedule will be required to complete and sign an alternate work schedule agreement form which lists the conditions related to the 9/80 and 4/10 work schedule. Completed copies of the forms will be provided to employees upon their request

and will be placed in each employee's personnel file after the employee has signed and completed them.

Section 2: 9/80 and 4/10 Work Schedule Conditions

Because of the unknown operational impact of implementing the 9/80 and 4/10 work schedules, it is necessary to designate procedures and conditions for the continuation of the 9/80 and 4/10 work schedules. These procedures and conditions are as follows:

a. The impact of the 9/80 and 4/10 work schedules will be evaluated by management during the first twelve (12) months of implementation. This evaluation may include, but is not limited to, impact on employee morale, satisfaction with the program, overtime costs, leave usage, impact on operations, minimum staffing requirements and administrative costs. Upon the request of the Union, management will meet with and discuss the status of the alternative work schedule.

b. The Fire Chief or designee shall have the sole authority to terminate or modify the 9/80 and 4/10 work schedule upon review and evaluation of its effectiveness in meeting the department's workload requirements and cost effectiveness, or if an employee's work performance or attendance falls below standards.

STANDBY

Employees in regular position, who are released from active duty but are required by County Fire to meet the following restrictions, shall be assigned to standby duty. Standby duty requires that employees so assigned shall: (1) be ready to respond immediately; (2) be reachable by telephone or other communicating devices; (3) be able to report to active duty within a specified period of time; and (4) refrain from activities which might impair their ability to perform assigned duties. Assignment of standby duty and approval of compensation shall be made by the Fire Chief based upon the need of the service. Standby duty shall be compensated at minimum wage as provided in the Fair Labor Standards Act for each full hour of standby duty. Said compensation is exclusive of any hours worked under provisions of the Article "Call Back." Standby hours under this Article shall count as hours for overtime purposes. This article is effective the first pay period after adoption by the Board of Supervisors.

STATE DISABILITY INSURANCE

County Fires agree to pay the premium for State Disability Insurance for each employee in a regular position.

TEMPORARY PERFORMANCE OF HIGHER LEVEL DUTIES

Employees directed to continuously perform duties in a vacant higher level regular position for which funds have been appropriated, or employees who have been given the temporary assignment of a project involving the performance of more difficult duties and requiring greater level of skill(s) may be granted additional compensation. No award shall be made in any situation related to a vacation, short-term illness or other temporary relief. For the purpose of the Article, temporary is defined as six (6) weeks or less. The duration of such assignments are not intended to exceed one (1) calendar year.

(a) Eligibility Criteria – Employees will normally have regular status and not be in a probationary or trainee status. There must be evidence of the employee's ability to competently perform the new assignment as determined by the County's Director of Human Resources, or designee, and the employee shall be required to meet standards for satisfactory performance. Appointments to regular positions of trainees or underfills are exempt from the provisions of this Article.

(b) Assignment Criteria

1. For purposes of this Article, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be:

   (i) An unoccupied position due to attrition.

   (ii) A position from which the incumbent is on extended leave of absence. An incumbent on vacation or holiday leave will not be considered to be on an extended leave of absence unless vacation or holiday leave are being used in lieu of sick leave, or as part of a special leave as defined in Section (7) of the Article on "Leave Provisions."

   (iii) A new position authorized by the Board of Supervisors.

2. The Fire Chief, or designee, shall certify in writing to the County's Director of Human Resources , at the time of appointment that the employee meets minimum qualifications and is assigned and held responsible to fully perform all of the duties normally associated with the higher level position without limitation as to difficulty or complexity of assignments or consequence of action and that the employee shall be required to meet standards for satisfactory performance normally required at the higher level position. This provision shall not be used to circumvent the merit system of promotion.

3. It shall be the responsibility of the Fire Chief, or designee, to initiate a request for an Assignment to Vacant Higher Level Position and to provide a copy of such request to the employee. Written requests may also be made by the employee or IUOE, Local 12, via the Fire Chief, or designee. Requests for an Assignment to Vacant Higher Level Position should be initiated during the first thirty (30) calendar days of such assignment. Requests for retroactive payment of an Assignment to Vacant Higher Level Position must be filed with Human Resources as soon as possible, but not later than one (1) calendar year after assignment of the higher level duties and must be approved by the County's Director of Human Resources or designee. Failure to meet this time limitation shall waive any and all rights to retroactive pay.

4. Compensation related to project assignments requires the temporary assignment of more difficult duties involving a greater level of skills. Such assignment may be made to allow for employee rotation, enhance upward mobility or to determine the impact of potential operational/organizational changes. The specific, temporary duties must be identified in writing.

(c) Compensation - Compensation shall be awarded in pay period increments.

1. Assignment to Vacant Higher Level Positions. Employees are eligible for an Assignment to Vacant Higher Level Position after they have worked in excess of one-hundred and sixty (160) hours, unless specifically waived by the employee. Employees performing

the duties of a vacant higher level position shall be entitled to a salary rate increase to the higher level for time actually worked. The amount of the increase shall be determined as if the assignment had been a promotion. The employee shall be eligible for step advances in the higher level position in accordance with the Salary Rates and Step Advancement and Merit Advancements Article.

The employee shall continue to receive benefits associated with his/her pre-assignment occupational Unit. Differentials and other compensation shall be paid only if applicable to the higher level position assignment. Overtime compensation shall be administered according to the FLSA status of the higher level position. Upon assignment to the higher level position, the employee's service hours for determining salary step in the pre-assignment position shall continue to accrue. Upon completion of assignment, the employee shall be returned to his/her former position classification.

If, while on the temporary assignment, the employee's step due date occurs, the employee shall receive their salary step effective the pay period they are returned to their former classification; provided, however, that the employee received a Work Performance Evaluation of at least "Meets Job Standards" while on the temporary assignment. If the employee was due a step advance while on the temporary assignment and no evaluation has been completed or if the employee was not rated at least "Meets Job Standards," the employee shall be evaluated within three (3) pay periods of return to former classification, and if rated at least "Meets Job Standards," the employee shall receive his/her step advance retroactive to the date of return to former classification. Under no circumstances will the step advancement be retroactive beyond the date of the return to former classification.

Step placement upon promotion to the same or other higher level position following completion of the temporary assignment will be determined based upon salary rate in the pre-assignment position in accordance with the Promotions Article.

2. Special Assignment Compensation - Requests for Special Assignment Compensation may be initiated by the Fire Chief or designee, or an employee via the Fire Chief, or designee. The requests for a salary rate increase should be initiated during the first thirty (30) calendar days of such assignment. Selected positions may be authorized for Special Assignment Compensation, rather than being permanently reclassified to a higher level, to allow for employee rotation to enhance upward mobility. It is important to obtain Human Resources Division review of the request in advance of the date the employee begins the assignment, because there is no guarantee the request will be approved.

   Temporary Performance Compensation is to be effective only with the Fire Chief, or designee, and the County's Director of Human Resources, or designee, written approval, assignment of the greater level of duties, and signed acceptance by the employee.

   The subsequent final and binding decision for application of Special Assignment Compensation as well as the amount to be awarded shall be determined in writing by the Fire Chief, or designee, and the County's Director of Human Resources, or designee, within thirty (30) days following submission.

   Special Assignment Compensation will be in the form of a bonus equivalent to a specified percentage of the employee's base pay. The Fire Chief, or designee, will determine the

amount in increments of one-half percent (½%) from a minimum of two and one-half percent (2½%) up to a maximum of seven and one-half percent (7½%). It is the responsibility of the requesting division to bear the cost of additional compensation. The bonus will be computed at the specified percentage of the current base pay of the employee for each pay period. Compensation is to be effective only with the written approval and assignment of the greater level of duties, with a signed acceptance by the employee. In no case will awards by made retroactively to the date preceding the date of approval by the Fire Chief, or designee.

The Fire Chief, or designee, and the employee bear mutual responsibility for adherence to the Special Assignment Compensation provision as defined above. The Fire Chief, or designee, has the final and binding authority in the review process to apply or not apply Special Assignment Compensation and if awarded, the amount. Requests for Temporary Performance Compensation shall be reviewed by the County's Director of Human Resources, or designee.

Denial of compensation shall not be subject to review, appeal, or the grievance procedure. At the end of the one (1) calendar year assignment, special compensation leave may be renewed by the Fire Chief, or designee.

TERM

The term of this Memorandum of Understanding shall commence at 12:01 a.m. on July 2, 2011, and this Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of June 28, 2013. The IUOE, Local 12, will have two (2) opportunities to extend this Memorandum of Understanding for an additional one (1) year period. If the IUOE, Local 12, wishes to exercise this option for the 2013/14 year, the IUOE, Local 12, must notify the County in writing by January 1, 2013. If the IUOE, Local 12, wishes to exercise this right the second time for the 2014/15 year, the IUOE, Local 12, must notify the County in writing by January 1, 2014. If the IUOE, Local 12, declines to exercise its option to extend the Memorandum of Understanding the procedure in the Renegotiation Article will be followed. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. (midnight) of July 1, 2013, the terms and conditions of this Memorandum of Understanding shall be extended one (1) year or until a successor Memorandum of Understanding is adopted, whichever occurs sooner.

TOOL ALLOWANCE

County Fire agrees to make the following payment to the classifications of Mechanic and Lead Mechanic to serve as a tool allowance to compensate for any costs associated with tool purchase and replacement:

Effective Date	Tool Allowance
January 2, 2010	$525.00

UNION BUSINESS

One employee, designated by the Union to represent the employees of the Unit, shall be granted sixteen (16) hours paid time per calendar year to perform Union functions. Such functions include attendance at Union meetings, conventions, conferences, seminars and conducting Union business.

USE OF BULLETIN BOARDS

The County Fire will furnish a reasonable portion of existing bulletin board space for notices of IUOE, Local 12. Only areas designated by the appointing authority may be used for posting of notices. Bulletin boards shall only be used for the following notices:

(a) Scheduled IUOE, Local 12 meetings, agenda and minutes.

(b) Information on IUOE, Local 12 elections and the results.

(c) Information regarding IUOE, Local 12 social, recreational, and related news bulletins.

(d) Reports of official business of IUOE, Local 12, including reports of committees or the Board of Directors.

Posted notices shall not be obscene, defamatory, or of a political nature, nor shall they pertain to public issues which do not involve the County Fire or its relations with County Fire employees. All notices to be posted must be dated and signed by an authorized representative of IUOE, Local 12, with a copy to be submitted, delivered or faxed to the Division Manager, Human Resources, prior to posting or distribution through the County Fire's mail room.

County Fire equipment, materials, or supplies shall not be used for the preparation, reproduction, or distribution of notices, nor shall such notices be prepared by County Fire employees during their regular work time. The IUOE, Local 12, may utilize the County Fire's interdepartmental mail system provided the IUOE, Local 12, picks up and delivers necessary bulletins to the mail room, delivery to be concurrent with regular routes with no special trips made by the County Fire, and the IUOE, Local 12, holds the County Fire harmless against any loss or delays in delivery.

VISION CARE INSURANCE

County Fire agrees to pay the premium for vision care insurance for Unit employees and their dependents, as offered through the County and as approved by the County's Human Resources Benefits Chief.

WORK DISRUPTION

The parties agree that no work disruptions shall be caused or sanctioned by IUOE, Local 12, during the term of this agreement. Work disruptions include, but are not limited to: sit-down, stay-in, speed-up, or slowdown in any operation of County Fire, or any curtailment of work, disruption, or interference with the operations of County Fire. The parties shall endeavor to discourage any such work disruptions and make positive efforts to return employees to their jobs. The parties acknowledge that participation of any employee is a concerned work action against County Fire is grounds for disciplinary action, including termination. The parties agree that no lockout of employees shall be instituted by County Fire during the term of this Agreement, unless such work disruptions occur.

APPENDIX A

APPROVAL BY BOARD OF SUPERVISORS
GENERAL FIRE SUPPORT UNIT
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

This agreement is subject to approval by the Board of Supervisors. The parties hereto agree to perform whatever acts are necessary, both jointly, and separately, to urge the Board to approve and enforce this Agreement.

Following approval of this Agreement by the Board, its terms and conditions shall be implemented by resolution, if applicable, or other appropriate lawful action.

DATED: 5/27/11

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

BOB WINDLE
Assistant Director of Human Resources

International Union of Operating Engineers Local 12

GEORGE SWIFT, Coordinator
IUOE, LOCAL 12

RECOMMENDED FOR BOARD OF SUPERVISORS APPROVAL:

ANDREW LAMBERTO
Director of Human Resources

GREGORY C. DEVEREAUX
Chief Executive Officer

BOARD OF SUPERVISORS

JOSIE GONZALES, Chair

JUN 07 2011
Date

GENERAL FIRE SUPPORT

CLASSIFICATION	Salary Range
Equipment Parts Chaser	AA4
Facilities Attendant	AK7
Fire Equipment Specialist	G19
Fire Equipment Technician I	AA4
Fire Equipment Technician II	AU6
Lead Mechanic	AX5
Maintenance Specialist	AV6
Mechanic	AX4
Parts Chaser	AA4
SCBA Technician	G18
Vehicle Parts Specialist	AV8

Effective July 3, 2010

APPENDIX C - SALARY SCHEDULE
GENERAL FIRE SUPPORT
SALARY SCHEDULE 2011-2013

0.00%

GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	
AA4	$ 13.01	$ 13.34	$ 13.67	$ 14.01	$ 14.36	$ 14.72	$ 15.09	$ 15.47	$ 15.86	$ 16.26	$ 16.67	Hourly
	$ 1,040.80	$ 1,067.20	$ 1,093.60	$ 1,120.80	$ 1,148.80	$ 1,177.60	$ 1,207.20	$ 1,237.60	$ 1,268.80	$ 1,300.80	$ 1,333.60	Approx Bi-Wk
	$ 2,255.07	$ 2,312.27	$ 2,369.47	$ 2,428.40	$ 2,489.07	$ 2,551.47	$ 2,615.60	$ 2,681.47	$ 2,749.07	$ 2,818.40	$ 2,889.47	Approx. Mon
	$ 27,060.80	$ 27,747.20	$ 28,433.60	$ 29,140.80	$ 29,868.80	$ 30,617.60	$ 31,387.20	$ 32,177.60	$ 32,988.80	$ 33,820.80	$ 34,673.60	Annual
AK7	$ 11.65	$ 11.94	$ 12.24	$ 12.55	$ 12.86	$ 13.18	$ 13.51	$ 13.85	$ 14.20	$ 14.56	$ 14.92	Hourly
	$ 932.00	$ 955.20	$ 979.20	$ 1,004.00	$ 1,028.80	$ 1,054.40	$ 1,080.80	$ 1,108.00	$ 1,136.00	$ 1,164.80	$ 1,193.60	Approx Bi-Wk
	$ 2,019.33	$ 2,069.60	$ 2,121.60	$ 2,175.33	$ 2,229.07	$ 2,284.53	$ 2,341.73	$ 2,400.67	$ 2,461.33	$ 2,523.73	$ 2,586.13	Approx. Mon
	$ 24,232.00	$ 24,835.20	$ 25,459.20	$ 26,104.00	$ 26,748.80	$ 27,414.40	$ 28,100.80	$ 28,808.00	$ 29,536.00	$ 30,284.80	$ 31,033.60	Annual
AU6	$ 15.35	$ 15.73	$ 16.12	$ 16.52	$ 16.93	$ 17.35	$ 17.78	$ 18.22	$ 18.68	$ 19.15	$ 19.63	Hourly
	$ 1,228.00	$ 1,258.40	$ 1,289.60	$ 1,321.60	$ 1,354.40	$ 1,388.00	$ 1,422.40	$ 1,457.60	$ 1,494.40	$ 1,532.00	$ 1,570.40	Approx Bi-Wk
	$ 2,660.67	$ 2,726.53	$ 2,794.13	$ 2,863.47	$ 2,934.53	$ 3,007.33	$ 3,081.87	$ 3,158.13	$ 3,237.87	$ 3,319.33	$ 3,402.53	Approx. Mon
	$ 31,928.00	$ 32,718.40	$ 33,529.60	$ 34,361.60	$ 35,214.40	$ 36,088.00	$ 36,982.40	$ 37,897.60	$ 38,854.40	$ 39,832.00	$ 40,830.40	Annual
AV6	$ 19.79	$ 20.28	$ 20.79	$ 21.31	$ 21.84	$ 22.39	$ 22.95	$ 23.52	$ 24.11	$ 24.71	$ 25.33	Hourly
	$ 1,583.20	$ 1,622.40	$ 1,663.20	$ 1,704.80	$ 1,747.20	$ 1,791.20	$ 1,836.00	$ 1,881.60	$ 1,928.80	$ 1,976.80	$ 2,026.40	Approx Bi-Wk
	$ 3,430.27	$ 3,515.20	$ 3,603.60	$ 3,693.73	$ 3,785.60	$ 3,880.93	$ 3,978.00	$ 4,076.80	$ 4,179.07	$ 4,283.07	$ 4,390.53	Approx. Mon
	$ 41,163.20	$ 42,182.40	$ 43,243.20	$ 44,324.80	$ 45,427.20	$ 46,571.20	$ 47,736.00	$ 48,921.60	$ 50,148.80	$ 51,396.80	$ 52,686.40	Annual
AV8	$ 19.82	$ 20.32	$ 20.83	$ 21.35	$ 21.88	$ 22.43	$ 22.99	$ 23.56	$ 24.15	$ 24.75	$ 25.37	Hourly
	$ 1,585.60	$ 1,625.60	$ 1,666.40	$ 1,708.00	$ 1,750.40	$ 1,794.40	$ 1,839.20	$ 1,884.80	$ 1,932.00	$ 1,980.00	$ 2,029.60	Approx Bi-Wk
	$ 3,435.47	$ 3,522.13	$ 3,610.53	$ 3,700.67	$ 3,792.53	$ 3,887.87	$ 3,984.93	$ 4,083.73	$ 4,186.00	$ 4,290.00	$ 4,397.47	Approx. Mon
	$ 41,225.60	$ 42,265.60	$ 43,326.40	$ 44,408.00	$ 45,510.40	$ 46,654.40	$ 47,819.20	$ 49,004.80	$ 50,232.00	$ 51,480.00	$ 52,769.60	Annual
AX4	$ 24.66	$ 25.28	$ 25.91	$ 26.56	$ 27.22	$ 27.90	$ 28.60	$ 29.32	$ 30.05	$ 30.80	$ 31.57	Hourly
	$ 1,972.80	$ 2,022.40	$ 2,072.80	$ 2,124.80	$ 2,177.60	$ 2,232.00	$ 2,288.00	$ 2,345.60	$ 2,404.00	$ 2,464.00	$ 2,525.60	Approx Bi-Wk
	$ 4,274.40	$ 4,381.87	$ 4,491.07	$ 4,603.73	$ 4,718.13	$ 4,836.00	$ 4,957.33	$ 5,082.13	$ 5,208.67	$ 5,338.67	$ 5,472.13	Approx. Mon
	$ 51,292.80	$ 52,582.40	$ 53,892.80	$ 55,244.80	$ 56,617.60	$ 58,032.00	$ 59,488.00	$ 60,985.60	$ 62,504.00	$ 64,064.00	$ 65,665.60	Annual
AX5	$ 26.91	$ 27.58	$ 28.27	$ 28.98	$ 29.70	$ 30.44	$ 31.20	$ 31.98	$ 32.78	$ 33.60	$ 34.44	Hourly
	$ 2,152.80	$ 2,206.40	$ 2,261.60	$ 2,318.40	$ 2,376.00	$ 2,435.20	$ 2,496.00	$ 2,558.40	$ 2,622.40	$ 2,688.00	$ 2,755.20	Approx Bi-Wk
	$ 4,664.40	$ 4,780.53	$ 4,900.13	$ 5,023.20	$ 5,148.00	$ 5,276.27	$ 5,408.00	$ 5,543.20	$ 5,681.87	$ 5,824.00	$ 5,969.60	Approx. Mon
	$ 55,972.80	$ 57,366.40	$ 58,801.60	$ 60,278.40	$ 61,776.00	$ 63,315.20	$ 64,896.00	$ 66,518.40	$ 68,182.40	$ 69,888.00	$ 71,635.20	Annual
G18	$ 16.58	$ 16.99	$ 17.41	$ 17.85	$ 18.30	$ 18.76	$ 19.23	$ 19.71	$ 20.20	$ 20.71	$ 21.23	Hourly
	$ 1,326.40	$ 1,359.20	$ 1,392.80	$ 1,428.00	$ 1,464.00	$ 1,500.80	$ 1,538.40	$ 1,576.80	$ 1,616.00	$ 1,656.80	$ 1,698.40	Approx Bi-Wk
	$ 2,873.87	$ 2,944.93	$ 3,017.73	$ 3,094.00	$ 3,172.00	$ 3,251.73	$ 3,333.20	$ 3,416.40	$ 3,501.33	$ 3,589.73	$ 3,679.87	Approx. Mon
	$ 34,486.40	$ 35,339.20	$ 36,212.80	$ 37,128.00	$ 38,064.00	$ 39,020.80	$ 39,998.40	$ 40,996.80	$ 42,016.00	$ 43,076.80	$ 44,158.40	Annual
G19	$ 16.99	$ 17.41	$ 17.85	$ 18.30	$ 18.76	$ 19.23	$ 19.71	$ 20.20	$ 20.71	$ 21.23	$ 21.76	Hourly
	$ 1,359.20	$ 1,392.80	$ 1,428.00	$ 1,464.00	$ 1,500.80	$ 1,538.40	$ 1,576.80	$ 1,616.00	$ 1,656.80	$ 1,698.40	$ 1,740.80	Approx Bi-Wk
	$ 2,944.93	$ 3,017.73	$ 3,094.00	$ 3,172.00	$ 3,251.73	$ 3,333.20	$ 3,416.40	$ 3,501.33	$ 3,589.73	$ 3,679.87	$ 3,771.73	Approx. Mon
	$ 35,339.20	$ 36,212.80	$ 37,128.00	$ 38,064.00	$ 39,020.80	$ 39,998.40	$ 40,996.80	$ 42,016.00	$ 43,076.80	$ 44,158.40	$ 45,260.80	Annual