MEMORANDUM OF UNDERSTANDING

SPECIALIZED FIRE SERVICES UNIT

2013-2016

BETWEEN
SAN BERNARDINO COUNTY
FIRE PROTECTION DISTRICT

AND

SAN BERNARDINO COUNTY
SAFETY EMPLOYEES' BENEFIT ASSOCIATION

MEMORANDUM OF UNDERSTANDING

SPECIALIZED FIRE SERVICES UNIT
2013-2016

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2013-2016
MEMORANDUM OF UNDERSTANDING
BETWEEN THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT (COUNTY FIRE) AND THE SAFETY EMPLOYEES' BENEFIT ASSOCIATION (SEBA) CONCERNING THE EMPLOYEES IN THE SPECIALIZED FIRE SERVICES UNIT

PREAMBLE

The parties to this Agreement affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound and responsible management of County Fire business, and amicable employer-employee relations. The parties acknowledge that productivity improvement can only be achieved as a by-product to valuing people.

The parties encourage the highest possible degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees.

RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance for Board-Governed Special Districts of San Bernardino County and applicable State law, the San Bernardino County Safety Employees' Benefit Association (SEBA) was certified on October 16, 2001, as the exclusive recognized employee organization for County Fire employees in the Specialized Fire Services Unit.

County Fire hereby recognizes SEBA as the exclusive recognized employee organization for the employees in the employee classifications comprising said Unit as listed in the certification, as well as employees in such classes as might be added to these Units hereafter by County Fire.

ACCESS TO NEW EMPLOYEES

SEBA will be given a list of all new hires upon appointment to classifications represented by the Association. The list shall contain the name of each new hire. On the first day of orientation, new hires shall be advised that a representative of SEBA will be present to address them at the conclusion of orientation.

ACCESS TO PERSONNEL RECORDS

Personnel records are confidential and access to personnel records of the employee shall be limited to the Human Resources Director or designee, the Fire Chief, the Board of Supervisors, or their authorized representatives. Employees currently employed by County Fire, 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 that are exempted by law.

Negative information may be purged from the personnel records maintained by Human Resources, subject to legal constraints, at the sole discretion of Human Resources or upon the request of the employee or the Appointing Authority, and upon approval of Human Resources Director or designee, and the employee shall be so notified.

Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to the Fire Chief, Human Resources Officer or designee.

ACCESS TO WORK LOCATIONS

The parties recognize and agree that in order to maintain good employee relations, it is necessary for SEBA Field Representatives to confer with County Fire employees during working hours.

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

SEBA Field 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.

The Appointing Authority or designated management representative may mutually establish with the SEBA Field Representative reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. County Fire shall not unduly interfere with SEBA's access right to work locations.

ACCIDENTAL DEATH AND DISMEMBERMENT

Any employee may purchase amounts of Accidental Death and Dismemberment 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 County Fire.

Note: All persons 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

All current employees who are in a job classification within the Specialized Fire Services Unit shall, within the first pay period following approval of this Agreement by the Board of Supervisors, become a member of SEBA or pay to SEBA a service fee in an amount established by SEBA; provided, however, that the Unit member may authorize payroll deduction for such a fee. Employees who are hired after this Agreement is approved by the Board of Supervisors, and who are in a job classification within this Unit, shall within the first pay period from the date of commencement of duties as an employee, become a member of SEBA or pay to SEBA a service fee in an amount equal to SEBA's biweekly dues; provided, however, that the unit member may authorize payroll deduction for such fee.

Dues withheld by County Fire shall be transmitted to the SEBA Officer designated in writing by SEBA as the person authorized to receive such funds, at the address specified.

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

County Fire shall not be obligated to put into effect any new, changed or discontinued deduction until a payroll deduction card is submitted to the County's Auditor-Controller/Treasurer-Tax Collector in sufficient time to permit normal processing of the change or deduction. Agency fees shall automatically be deducted from employees who elect not to become members of SEBA.

No Unit member shall be required to join SEBA or to make an agency fee payment if the Unit member is an actual, verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such Unit member has verified the specific circumstances. Such employee must, instead arrange with SEBA to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax-exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee, from the following: United Way; American Cancer Society; or American Heart Association. SEBA shall be responsible for determinations under this paragraph. Proof of payments shall be made on a monthly basis to the public agency as a condition of continued exemption from the requirement of financial support to the public employee organization.

SEBA shall be fully responsible for expending funds received under this Article consistent with all legal requirements for expenditures of employee dues that are applicable to public sector labor organizations.

Whenever a Unit member shall be delinquent in the payment of dues or fees, SEBA shall give the Unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to County Fire's Human Resources Division. In the event the Unit member fails to cure said delinquency, SEBA shall request, in writing, that County Fire initiate termination proceedings. The termination proceedings shall be governed by applicable laws and are specifically excluded from the Grievance Procedure.

County Fire shall not deduct monies specifically earmarked for a Political Action Committee or other political activities.

SEBA shall keep an adequate itemized record of its financial transactions and shall make available annually to County Fire and, upon request to the employees who are members of SEBA within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its President and Treasurer or corresponding Principal Officer or by a Certified Public Accountant. A copy of financial reports required under or referred to in the Labor-Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.

This organizational security arrangement shall be null and void if rescinded by a vote of employees in the Unit pursuant to Government Code Section 3502.5(d). SEBA hereby agrees to defend, indemnify and hold harmless County Fire, County of San Bernardino and its officers and employees from any claim, loss, liability or cause of action of any nature whatsoever arising out of the operation of this Article.

SEBA's indemnity and liability obligation is more fully set forth as follows:

(a) SEBA shall defend, indemnify and hold harmless County Fire, County of San Bernardino and its officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of this Article. Upon commencement of such legal action, administrative proceeding, or claim, SEBA shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against County Fire, County or its officers and employees because of any application of this Article shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of SEBA shall not diminish SEBA's defense and/or indemnification obligations under this Agreement.

(b) County Fire, immediately upon receipt of notice of such claim, proceeding or legal action shall inform SEBA of such action, provide SEBA with all information, documents, and assistance necessary for SEBA defense or settlement of such action and fully cooperate with SEBA in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by SEBA.

(c) SEBA upon its compromise or settlement of such action or matter shall immediately pay the parties to such action all sums due under such settlement or compromise. SEBA, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.

AUTHORIZED EMPLOYEE REPRESENTATIVES

Section 1 – Authorized Employee Representatives

SEBA may designate employees as authorized employee representatives or alternates to represent employees subject to the following rules and procedures. It is recognized that SEBA employs professional representatives that have been designated in the place of employee representatives.

(a) SEBA may designate at least one (1) authorized representative from each classification series. SEBA shall be entitled to designate one (1) alternate for each authorized employee representative.

(b) SEBA will designate only employees who have obtained regular status.

(c) SEBA shall file with the Fire Chief and the County Human Resources Director, a written list of all employees designated as authorized employee representatives and alternates, such list is to be kept current by SEBA.

(d) Time spent during regularly scheduled work hours by an authorized employee representative or alternate in representing an employee shall only be compensated by County Fire at such representative's or alternate's base rate of pay.

(e) County Fire vehicles and supplies may not be used. County Fire telephones may not be used in implementing the provisions of this Article if such use would unduly interfere with the efficiency, safety, or security of County Fire operations and/or result in telephone costs to County Fire.

Section 2 – Handling of Grievances and Disciplinary Proceedings

(a) At the request of an employee, a field representative may investigate a formal grievance and represent the employee at the resulting proceedings or represent the employee during disciplinary proceedings.

(b) Prior to participating in any representation activity, the authorized employee representative or alternate and affected employee shall first obtain authorization from their immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of County Fire operations. If the request is denied, the immediate supervisor will establish an alternate time convenient to County Fire when the authorized employee representative or alternate and affected employee can reasonably expect to be released from their work.

(c) Employees must use the authorized employee representative or alternate assigned.

Section 3 – SEBA Board of Directors

Up to two (2) authorized employee representatives or alternates will be permitted to attend SEBA Board of Directors meetings on County Fire time; provided, however, that no such employee shall be released for more than two (2) hours per month. In January of each year of this Agreement, representatives of SEBA and County Fire will review the maximum number of attendees in this Section.

Monthly, SEBA shall notify County Fire of employee representatives who attended the previous SEBA Board of Directors meeting.

BENEFIT PLAN

Section 1 – Medical Premium Subsidy

(a) Under no circumstances will the Medical Premium Subsidy (MPS) be prorated.

(b) County Fire has established a MPS to offset the cost of health plan premiums charged to eligible employees. The MPS shall be applied to health insurance premiums only and shall not be applicable to dental plan premiums. The MPS amount payable to each eligible employee shall be based upon the lowest cost high option HMO plan (currently Blue Shield HMO or a plan equivalent to Blue Shield HMO) for the number of persons the employee enrolls in County Fire-sponsored health plan (i.e., "employee only;" employee +1;" "employee +2). The applicable MPS amount shall be paid directly to the provider of County Fire-sponsored health plan in which the eligible employee has enrolled. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association (SBCERA). In no case, shall the MPS exceed the total cost of the health insurance premium for the coverage selected.

(c) All eligible employees shall receive a MPS in the following amounts per pay period:

	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	$84.12	$168.23
Employee +1	$170.43	$359.78
Employee +2	$233.58	$493.12

(d) Eligibility. Employees in a regular position scheduled for a minimum of forty (40) hours per pay period are eligible to receive the MPS towards the cost of health benefits. However, employees must be paid for at least one-half plus one hour of their scheduled hours in order to actually receive the MPS towards the cost of health benefits. For instance, an employee scheduled to work eighty (80) hours per pay period must be paid at least forty-one (41) hours to be eligible to receive the MPS for the health benefits.

(e) Eligibility while on leave. Employees who are on approved leaves of absence for medical reasons for their own serious health condition or a leave pursuant to the FMLA and/or CFRA and whose paid hours in a pay period are less than the required number of hours designated in sub-section (e) above will continue to receive the MPS for up to a total of 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.

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

Employees on an approved Worker's Compensation claim shall receive the MPS 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 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. The remainder of this benefit (MPS) will continue to be paid under the COBRA continuation coverage as long as the employee pays his/her portion of the COBRA premium on time.

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. 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 Family Medical Leave Act (FMLA).

(d) Election of pre-tax salary reductions and after-tax payroll deductions shall be made within sixty (60) calendar days of the initial eligibility period in a manner and on such forms designated by the 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, over age 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 Fire-sponsored insurance cost during the Plan Year, loss of Medi-Cal 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 Employee Benefits and Services Division Chief, or designee, will authorize changes, as long as the change is made on account of or 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 County Fire-sponsored health and dental plan. 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 Fire-sponsored health and dental plan coverage, an employee in a regular position must be scheduled for a minimum of forty (40) hours and have received pay for at least one-half plus one hour of scheduled hours in a pay period or be on an approved leave pursuant to Section 2(e) of this Article.

(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-one (61) days of obtaining dependent status, such as birth, adoption or marriage.

Notification of a mid-year qualifying event must be submitted to the County's Human Resources Employee Benefits and Services Division in accordance with procedures adopted by the County. Employees are responsible for notifying the Employee Benefits and Services Division within sixty-one (61) days of dependent's change in eligibility for the County plans.

(e) 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.

(f) 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.

Section 4 – Opt-Out and Waives

(a) Employees eligible for health plan coverage who are also enrolled in 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 Fire-sponsored health plan (opt-out or waive).

(1) Employees who were hired on or before December 24, 2004 who continue to opt-out or waive during the term of this contract will receive the following bi-weekly Benefit Plan amounts:

(i) Employees who are scheduled for 61 to 80 hours per pay period and elect to opt-out of County Fire-sponsored health plan coverage and continue to opt-out will receive one-hundred thirty-three dollars and eighty-five cents ($133.85) per pay period; employees who are scheduled for 40 to 60 hours and elect to opt-out of County Fire-sponsored health plan coverage and continue to opt-out shall receive sixty-six dollars and ninety-three cents ($66.93) per pay period.

(ii) Employees who are scheduled for 61 to 80 hours per pay period and elect to waive County Fire-sponsored health plan coverage to a spouse employed by the County Fire/County and continue to waive will receive one-hundred and ninety dollars ($190.00) per pay period; employees who are scheduled for 40 to 60 hours and elect to waive County Fire-sponsored health plan coverage and continue to waive shall receive ninety-five dollars ($95.00) per pay period.

(2) Employees hired after December 25, 2004, or employees who elect to discontinue enrollment in a County Fire-sponsored health plan (opt-out or waive) after December 25, 2004, who are scheduled

for 61 to 80 hours per pay period shall receive forty dollars ($40.00) per pay period; employees scheduled for 40 to 60 hours per period shall receive twenty dollars ($20.00) per pay period.

(3) To receive the opt-out or waive 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.

(b) 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 Fire-sponsored dental plan.

(c) The rules and procedures for electing to opt-out of County Fire-sponsored health and dental plan coverage are established and administered by the County's Human Resources Employee Benefits and Services Division.

(1) Employees may elect to opt-out of County Fire-sponsored 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 of 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 Fire-sponsored health plan within sixty (60) calendar days. Enrollment in a County Fire-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 Fire-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 the Employee Benefits and Services Division 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.

(d) 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 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 domestic partner'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 Fire-sponsored health and dental insurance.

During the Plan Year, an employee is responsible for notifying the Employee Benefits and Services Division within sixty (60) days of ineligibility for the waiver. 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's domestic partner's County plan coverage will require the employee to immediately enroll in the County Fire-sponsored health and dental plans. Waivers may be changed during any subsequent annual health and dental open enrollment period.

(e) For employees assigned to work in 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 established each year when premiums change for County Fire-sponsored health plans. The Subsidy will be discontinued when the lowest cost health plan becomes available to the employees.

Section 5 – Dental Premium Subsidy

(a) County Fire has established a Dental Premium Subsidy (DPS) for all employees in regular positions in the Unit. The DPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the SBCERA; nor shall the DPS be converted to cash. The DPS paid for each eligible employee shall be $9.46 per pay period.

(b) The DPS amount shall be paid directly to the provider of the County Fire-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.

BILINGUAL COMPENSATION

(a) Employees who, with the approval of their Appointing Authority, are required to perform bilingual translation before an officially convened court, appeals board, commission, or hearing body, in addition to their regular duties, shall be entitled to a bilingual per diem differential. Such differential shall apply regardless of the total time required per day for such translation. Such differential shall be twelve dollars ($12.00) per day and shall only be paid upon certification by the employee's Appointing Authority or presiding official that such translation was performed.

(b) Employees in positions designated by the Appointing Authority which require employees, as a condition of employment, to perform bilingual translation involving the use of English and a second language (including American Sign Language) 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 in translation skills by the Human Resources Division to be eligible for compensation. There are three (3) levels of competency certification solely determined and administered by the Special Districts/County Fire Human Resources Division: Level 1 – verbal skill level: the use of English and a second language in verbal contexts which may require interpretation of simple documents in the second language; Level 2 – written skill level: reading, writing and speaking English and a second language; and Level 3 – technical skill level: reading, writing and speaking English and a second language using medical or legal terminology. Compensation per pay period shall be effective as follows: verbal skill level at fifty dollars ($50.00) per pay period, written skill level at fifty-five dollars ($55.00) per pay period, and technical skill level at sixty dollars ($60.00) per pay period.

BULLETIN BOARDS

SEBA shall have the right to place notices on the bulletin boards. Bulletin boards may be used only for the following notices:

(a) Recreational and social affairs of SEBA;

(b) Notices of SEBA meetings;

(c) SEBA elections;

(d) Board minutes;

(e) Reports of SEBA committees;

(f) News releases regarding SEBA business; and

(g) Notices regarding candidates running for SEBA offices.

No notice or announcement shall contain defamatory, obscene, political (except with regard to those running for a SEBA office) or derogatory statements about County Fire or any employee of County Fire. All notices to be posted must be dated and signed by an authorized representative of SEBA, and must have also been faxed to the County Human Resources Director and County Fire Human Resources Division.

SEBA campaign posters may be posted on bulletin boards under the following conditions:

(a) The maximum size of the poster will be 8-1/2″ by 11″;

(b) The content of the poster will only include the candidate's name, picture, the position being sought and information relating to the candidate's qualifications and position on salient issues; and

(c) The SEBA Executive Committee must approve the poster prior to posting.

Any violations of the above policy will require that the poster be removed from the bulletin board.

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. SEBA may utilize the County Fire's interdepartmental mail system provided SEBA picks up and delivers necessary bulletins to the mail room, delivery to be concurrent with regular routes with no special trips made by County Fire, and SEBA holds County Fire harmless against any loss or delays in delivery.

In cases where SEBA represents more than one (1) authorized employee representation Unit at a work location, the space described above will become the bulletin board space for all employees represented by SEBA at that work location.

CLASSIFICATION

Classification is a management tool to ensure the accurate reflection of tasks and duties involved in each position for the purpose of recruitment, retention, compensation and organizational structuring. Whenever Unit positions are subject to any changes as a result of classification review, any Board of Supervisors action shall be made on the recommendation of the Fire Chief. Any request to review a classification action shall be submitted to the County Human Resources Department. Any classification appeals shall be subject to the Classification Appeal Procedure as stated in the Personnel Rules for Board-Governed Special Districts.

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 and organizational structure of each of its agencies, departments, institutions, boards, and commissions.

(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; to recognize operations, modify or discontinue programs and services; or, to contract for work to be done; provided, however, that the parties shall meet and discuss the impacts of any contract proposed to be awarded which would contract for services currently being provided by Unit employees.

(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 require overtime and determine the necessity for overtime; to transfer, reassign, 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.

This Article neither establishes nor grants any rights or benefits to SEBA or employees covered by this Agreement and County Fire shall be free to exercise its rights under this provision without challenge from SEBA or employees except where it can be demonstrated that such exercise is contrary to a specific limitation placed upon County Fire in another Article of this Agreement.

DEFINITIONS

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

Appointing Authority – Refers to the department head of the employee's department (i.e., the County Fire Chief). It includes any person who is designated as acting department head, employees acting for the department head during absence, and/or employees delegated all authority to act on behalf of the Appointing Authority 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 that contracts with County Fire to provide certain administrative functions to County Fire.

County Fire – Refers to San Bernardino County Fire Protection District.

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

Human Resources Division – Refers to the County Fire Human Resources Division. It includes the Human Resources Officer who is 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 eighty (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 Administration is normally open to conduct business, i.e., Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding County Fire holidays.

DEPENDENT CARE ASSISTANCE PLAN

The purpose of this Section 125 Dependent Care Assistance Plan (DCAP) is to permit eligible employees to make an election to pay for 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 Department 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 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 Family Medical Leave Act (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 following the date of becoming eligible due to a mid-year Change of Status event. 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's 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 Human Resources Benefits Chief, or his/her designee, will authorize changes provided the change is made on account of and consistent with an employee's Change in Status event.

(e) Pursuant to IRC Section 125, 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 – Assignment Differentials

(a) Upon approval of this MOU, except as provided in section (b), below, all employees in regular positions in the Hazardous Materials classification series not assigned to the Hazardous Materials Response Team (see Appendix B) and the Environmental Specialist 3 classification shall receive a hazardous materials handling differential of one-hundred and twenty-five dollars ($125.00) per pay period over and above their base bi-weekly pay. Effective March 23, 2013, this assignment differential shall be increased by an additional fifty dollars ($50.00) per pay period. Effective March 22, 2014, this assignment differential shall be increased by an additional twenty-five dollars ($25.00) per pay period.

(b) Employees in regular positions assigned to the Hazardous Materials Response Team shall receive a differential of seventy-five dollars ($75.00) per pay period over and above their base bi-weekly pay. Effective March 23, 2013, this assignment differential shall be increased by an additional fifty dollars ($50.00) per pay period. Effective March 22, 2014, this assignment differential shall be increased by an additional twenty-five dollars ($25.00) per pay period.

(c) Emergency Medical Services - Effective March 23, 2013, Emergency Medical Services (EMS) staff assigned to the Training Division shall receive a twelve and one-half percent (12.5%) EMS Training

Differential on all hours actually worked, excluding overtime. Except that the employee shall receive the differential on all paid leave hours, except absences of eighty (80) or more consecutive hours for sick leave purposes.

Section 2 – Certification Differentials

Effective March 23, 2013, certain Unit members in regular positions shall be paid a maximum of fifty dollars ($50.00) per pay period for achieving and maintaining certain higher levels of certification. Effective March 22, 2014, the differential amounts shall increase by an additional twenty-five dollars ($25.00) per pay period, with the maximum amount being a total of seventy-five dollars ($75.00) per pay period. Employees with more than one certification shall only receive one differential, up to the maximum in effect at that time. Employees receiving an assignment differential under sub-sections (a), (b) and (c) above are not eligible for a differential under this sub-section. The list of certifications eligible for the differential shall be: 1) approved by the Fire Marshal or designee; 2) directly related to the employee's current classification; and 3) issued by CalEMA, FEMA, IAEM, or Cal State Fire Marshal, San Bernardino County Fire or other pertinent state or federal agency. The list of eligible certifications for this differential is contained in Appendix D of this MOU.

DISASTER SERVICE WORKERS

All employees covered by this Agreement are public employees, and, as such, are to serve as disaster service workers subject to such service activities as may be assigned to them by their superiors or by law, pursuant to Government Code Section 3100.

DUAL APPOINTMENTS

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by the Fire Chief or designee to facilitate training, to make assignments to a position which is vacant due to extended authorized leave of absence, or in an emergency. The most recently hired dual appointee shall enjoy all of the benefits of regular employees except regular status, unless the most recently appointed dual appointee has regular status in the classification. The most recently appointed dual appointee shall be notified in writing by the Fire Chief, Human Resources Director or designee and such notification will clearly define the benefits to which that employee is entitled. Upon return of the initial appointee or completion of the training period or emergency, the following procedure shall apply. If the most recently appointed dual appointee has regular status in the same classification, he/she shall be placed in a vacant position in the same classification in the bargaining unit. If no position is available, the employee shall be laid off, pursuant to the layoff provisions of the Agreement provided, however, that the initial appointee shall be excluded from the order of layoff. If the most recently appointed dual appointee does not have regular status in the classification, he/she may be appointed to a vacant position in the same classification in the bargaining unit; however, he/she shall be required to serve a probationary period unless waived by the Fire Chief, Human Resources Director or designee. If the most recently appointed dual appointee held prior regular status in a lower classification immediately preceding the dual appointment, he/she shall have the right to return to the former classification and department. If he/she has not held prior regular status in a lower level classification, he/she shall be terminated.

ELECTRONIC FUND TRANSFER

As a condition of employment, all employees 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 Human Resources Director or designee may allow an exception to this Article. Any exceptions granted may be reviewed periodically for continuation, subject to the approval of the Human Resources Director or designee.

EMPLOYEE RIGHTS

The following are employee rights:

(a) The rights 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 an Appointing Authority, supervisor, other employees, or employee organizations as a result of their exercise of rights granted in this Article.

(d) The right of SEBA, 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.

EXPENSE REIMBURSEMENT

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 Appointing Authority 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 Appointing Authority or designee to incur a business expense or to exceed maximum allowable amounts provided in Section 7 of this Article. Prior approval may be in the form of standing orders issued by the Appointing Authority or designee. Failure to obtain prior approval may result in denial of any expense claim (or excess amount) not pre-approved.

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 Chief Executive Officer or designee except when the trip outside California is within twenty (20) miles of the California border or travel through a location anywhere in the adjacent state as a means of arriving at a location within California. Requests for such travel shall be submitted to the County Administrative Office in triplicate on a standard "Travel Request" form, unless specifically approved in the County Fire's budget.

(c) The Appointing Authority or designee shall initiate travel requests. The Chief Executive Officer and Auditor-Controller/Treasurer/Tax Collector shall be notified in writing of all such designees.

(d) The Appointing Authority 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 Appointing Authority 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 the 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) Requests for expense reimbursement should be submitted once each month, except if the amount claimable for any month does not exceed twenty-five dollars ($25.00), the submission may be deferred until the amount exceeds twenty-five dollars ($25.00), quarterly or until June 30th during the current fiscal year, whichever occurs first. At the end of the fiscal year, expense reimbursement claim for July 1st and beyond must be on a separate claim from those expenses claimed for June 30th or earlier.

(b) Unless otherwise provided in this Article, original receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:

(1) Private mileage.

(2) Taxi, streetcar, bus and ferryboat fares; bridge and road tolls; and parking fees.

(3) Telephone and fax charges.

(4) Other authorized expenses which are 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 the use of privately owned automobiles, to conduct County Fire business, shall be at the IRS allowable rate or forty-eight and one-half cents (48.5) per mile, whichever is greater. 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 the principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be the difference between the distance from the residence to the assigned work location and the distance from the residence to the first work contact point. If the first work contact point is closer than the assigned work location, no mileage shall be allowed. If the employee departs from the last work contact point directly to the residence, the same principle governs.

Employees may have multiple assigned work locations. Mileage allowed is based on the assigned work location for that day. When employees have more than one assigned work location in a standard tour of duty, mileage shall be allowed between assigned work locations.

In no case will mileage be allowed between the employee's residence and the assigned work location.

(c) Travel Via Rental Vehicles

Reimbursement will be provided for the cost of a rental vehicle for business purposes if the Appointing Authority or designee approves such use. Rental vehicles are covered for liability and vehicle physical damage under County Fire's self-insurance program. Reimbursement will not be provided for the additional costs incurred if any employee purchases additional insurance or signs a Collision Damage Waiver (CDW) when renting a vehicle for County Fire business. A copy of the rental agreement or rental receipt and gasoline receipt must accompany requests for reimbursement for gasoline for rental vehicles.

(d) 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 Chief Executive Officer or designee.

Section 7 – Meals and Lodging

(a) Meal and lodging expenses shall not be allowed without prior approval of the Appointing Authority or designee as necessary for the purpose of conducting County Fire business. Excess charges greater than the amounts listed below in paragraphs (b) and (c) may be authorized under special conditions, such as a convention requirement or in an area of unusually high cost (such as San Francisco Bay, Sacramento, Los Angeles and San Diego). Original receipts are mandatory to obtain reimbursement for all lodging expenses, and except as provided below, for all meal expenses claimed.

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

(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 fifty dollars ($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 thirty-four dollars ($34.00) per day, including tax and gratuity, for three (3) meals, or when separate meals are claimed, six dollars ($6.00) for breakfast, nine dollars ($9.00) for lunch, and nineteen ($19.00) for dinner, all including tax and gratuity.

(3) 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/Treasurer/Tax Collector's office through submission of the appropriate form. Advancements shall not exceed the maximum per diem amounts 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/Treasurer/Tax Collector's office may recover the amount advanced from the employee's pay.

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 of 1986 (IRC), on a pre-tax basis by salary reduction in accordance with Section 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 Family Medical Leave Act (FMLA), or on an approved military leave.

(b) Enrollment in the Plan 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 specific time frame 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 Benefits Chief.

(d) Eligible employees may contribute, on a pre-tax basis, a minimum of five dollars ($5.00) and a maximum of twenty-five ($25.00) 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. The County's Human Resources Benefits Chief, or designee, will

authorize changes provided that the change is made on account of and consistent with an employee's qualifying Change in Status event.

(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 SEBA with respect to wages, hours and other terms and conditions of employment. Any prior or existing Agreement between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. Therefore, County Fire and SEBA 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 SEBA fully realize 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 effect changes in the terms of this Agreement or those matters not covered by this Agreement. The Board of Supervisors, sitting as the governing body for Special Districts, and SEBA 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 SEBA that there has been a violation concerning the interpretation or application of a specific Article(s) of this Agreement. Group grievances are defined as, and limited to, those grievances that allege more than one (1) employee suffered harm under similar facts and circumstances within the grievance filing period. A group grievance does not need to identify, by name, the specific individuals alleged to have suffered harm provided the affected employees (i.e., grievant(s) are readily ascertainable (e.g., all Hazardous Materials Specialists assigned to Household Hazardous Waste). However, where only some employees in a larger group of employees are alleged to have suffered harm or where back pay or monetary relief is sought, SEBA shall be required to name all of the grievant(s) so as to enable County Fire to determine and evaluate the scope and potential liability and also attempt settlement.

Section 3 – Jurisdiction

The Human Resources Director, Fire Chief 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 "County Fire Management Rights" Article; the project compensation provisions of the "Temporary Performance of Higher Level Duties" Article; federal or state statutes, rules or regulations; Special District Personnel Rules; or which are preempted by County Charter, or are excluded by an express provision of this Agreement.

There shall be no double or multiple requests or appeals for the same case/same set of circumstances where one adjudicatory body has rendered a decision on the same. Decision is to be interpreted as excluding a situation where an adjudicatory body has determined it has no jurisdiction in the matter.

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) may represent themselves, or may be represented by a SEBA Field Representative. This representation may commence at any step in the Grievance Procedure. A representative of County Fire Human Resources may be in attendance at any step in the Grievance Procedure. The County Fire agrees within reasonable limits to compensate the aggrieved employee(s) for time spent during regularly scheduled hours in the handling of real and prospective grievances.

Section 6 – Consolidation of Grievances

In order to avoid the necessity or 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 beyond Step 2, Human Resources Division, if the parties jointly so agree. A copy of such agreements bearing the signature of the parties shall be filed with the Human Resources Director or designee.

When notice is 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.

Section 8 – Steps in the Grievance Procedure

The procedures outlined herein constitute the steps necessary to resolve an employee's 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. For example, anything written on the employee's time card is considered actual notice.

Step 1 – 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 immediate supervisor is not available, next in command should be notified. The employee shall notify the immediate supervisor in writing (preferably by e-mail) if the employee advances the grievance to the next step.

Step 2 – Human Resources Division. If a mutually acceptable solution has not been reached in Step 1, the grievant shall submit the grievance in writing on appropriate forms supplied by the Human Resources Division which shall 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 written grievance shall be filed in triplicate with the Human Resources Division within ten (10) working days of oral notification of the immediate supervisor's decision. The Human Resources Division shall make a determination of whether the grievance is a matter for which the Grievance Procedure is appropriate. In making such determination, the Human Resources Division 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 information required; and (4) if the grievance alleges that specific Memorandum of Understanding Article(s) have been misinterpreted, misapplied, or violated. The determination and notification to the grievant and SEBA will be made within five (5) working days of receipt of the grievance. If the Human Resources Division determines that the grievance is not subject to this procedure, the employee or SEBA may appeal this decision directly to the arbitrator, in accordance with the provisions of this procedure, within five (5) working days.

Step 3 – Division Level. If the grievance is accepted, the grievant shall submit the written grievance to the division level within five (5) working days of notification of the Human Resources Division's determination.

The Division/Section Head shall meet with the grievant and thoroughly discuss the grievance. The Division/Section Head shall submit a written response to the grievant within five (5) working days of receipt of the formal grievance from the employee.

Step 4 – Human Resources Department. If a mutually acceptable solution has not been reached, the grievant shall submit the written grievance to the Human Resources Director or designee within five (5) working days of the receipt of written response of the Division/Section Head.

Following a review of the grievance with the Appointing Authority, the Human Resources Director or that individual's designee shall have full and final authority on behalf of County Fire to mutually resolve the grievance with the employee/employee's representative within ten (10) working days of receipt of the written grievance of the employee. Such notification shall be rendered in writing to the grievant, SEBA and the Appointing Authority. Only SEBA may appeal this determination directly to an arbitrator in accordance with the provisions of this procedure within five (5) working days following notification by the Human Resources Department.

Step 5 – Pre-Arbitration Process. If the grievance has not been satisfactorily resolved at Step 4 by County Fire and the grievant, a written appeal to arbitration must be filed concurrently with the Human Resources Director or designee and SEBA within five (5) working days of notification of the decision by the Human Resources Director or that individual's designee. The appeal must be presented on the aforementioned grievance form along with a copy of any pertinent documents.

Grievances shall only be advanced to arbitration by SEBA. The cost for hearing all grievances advanced to arbitration shall be split equally between County Fire and the grievant and SEBA, 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 same. Within twenty (20) working days of the approval to advance a grievance to arbitration, both parties are required to meet in such 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. No new issues or violations may be raised at the pre-arbitration hearing conference.

Step 6 – Arbitration. The Human Resources Director or designee and the employee or SEBA shall select an arbitrator by mutual agreement. Where mutual agreement cannot be reached, within five (5) days the parties shall request a list of arbitrators from the 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 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/SEBA that 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 scheduling a hearing on 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 an Appointing Authority or a subordinate to cease and desist from the action, which is the subject of the grievance. The arbitrator may also require the Appointing Authority to take whatever action is necessary, within the control of the Appointing Authority, 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 Human Resources Director or designee and SEBA with a copy to the grievant.

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

(e) The decision by the arbitrator shall be final and binding on all parties unless appealed or there is a financial impact of greater than one thousand dollars ($1,000.00), in which case it shall be subject to approval of the Board of Supervisors.

(f) For grievance decision with financial impact of greater than one thousand dollars ($1,000.00), the Human Resources Director or designee 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 Human Resources Director or designee, SEBA and the grievant.

(g) County Fire will submit a request for payment to the Auditor-Controller/Treasurer/Tax Collector within five (5) working days of the Board decision.

Prior to Step 5 – Pre-Arbitration. The parties (Human Resources Director or designee and SEBA) 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 5 of this Article.

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

(a) The parties (Human Resources Director or designee and SEBA) shall exchange in writing the agreement to refer a specific grievance or disciplinary appeal to mediation.

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

(c) The grievant shall have SEBA as the singular spokesperson and County Fire a representative from the Human Resources Department, 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 with no retention of a proceedings record.

(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 agreements.

(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 County Fire and SEBA.

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

(1) No person serving in the capacity as a mediator may serve as the 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.

HAZARDOUS MATERIALS EXPOSURE RECORDS

County Fire shall pay the annual membership fee for each employee to participate in the State's record keeping system of personal exposure to hazardous materials.

IMPLEMENTATION

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

Any changes to this Agreement, which do not have specific effective dates, become effective on the date of Board of Supervisors approval. Any economic changes to this Agreement, which do not have specific effective dates, become effective the beginning of the pay period following Board of Supervisors approval.

JOB SHARING AND PART-TIME EMPLOYMENT

At the discretion of the Appointing Authority, an employee may be allowed to job share or to work on a part-time basis in a regular position. Job share is defined as two (2) employees sharing one regular position. Part-time employment is defined as an employee working in a regular position that is scheduled for less than eighty (80) hours per pay period.

Benefits for job sharing and part-time employees shall be as provided in the appropriate Article. Each employee shall be notified in writing by the Appointing Authority at the time of the appointment and such notification will clearly define the benefits to which each employee is entitled.

The Appointing Authority may discontinue part-time or job share status with written notice at least two (2) pay periods prior to the effective date of the change.

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 SEBA. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

To this end, the parties agree that a Labor Management Task Force comprised of equal numbers of management and employees shall be created as necessary to address issues which affect the efficient and effective delivery of public services appropriate to each department and Unit employees. The purpose of such a Task Force shall be to:

(a) Review and provide input on proposed departmental policies and procedures.

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

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

The Appointing Authority, in conjunction with a designee of the Human Resources Department and SEBA, shall determine the composition of each Task Force. The Appointing Authority or designee shall select the chairperson(s) of 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.

Recommendation of the Task Force will be arrived at by consensus and shall be submitted in writing to the Appointing Authority for final action, subject to review and approval. The Task Force shall not have any right or authority to abrogate representation rights of SEBA or County Fire Management rights, nor shall this Article be subject to the Grievance Procedure.

LAYOFF

Layoff shall be governed exclusively by Special District's Personnel Rules except that ties in seniority, for purposes of determining order of layoff, shall be broken first by:

(a) Hire Date in County Fire

(b) Hire Date in County

(c) Service Hours

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, for a medical, optical, or dental appointment.

(2) Immediate Family – Immediate family is defined as parent, child, step-child, spouse, or domestic partner as defined by California Family Code Section 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 3.69 hours per pay period, except as provided in Section 5 of this Article. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on a pro-rata basis.

(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 Appointing Authority or designee 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 Human Resources Director or designee.

(2) Notice of Sickness – In twenty-four (24) hour departments and for employees whose work assignment requires leaving their assigned work site together with one or more other employees shortly after reporting to work, the Appointing Authority or designee should be notified at least two (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence. For all other employees, 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 Appointing Authority 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 Appointing Authority, 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 Appointing Authority 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 Human Resources Director or designee 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 – The employee shall provide a doctor's certificate or other adequate proof in all cases of absence due to illness when requested by the Appointing Authority.

(5) Improper Use – Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indispositions, instances of misrepresentation, 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 – For all units 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.

Upon approval of the Appointing Authority, 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.

(2) Bereavement – 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. 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 immediate family, as defined herein.

(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 rolling 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 their Appointing Authority, 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 (f) (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, County Fire/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 Appointing Authority or designee immediately upon receipt of their medical provider's authorization to return to work, and no later than twenty-four (24) hours after receipt of the notice. The Appointing Authority 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 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/County 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. Employees eligible for salary continuation pursuant to Labor Code 4850 are not entitled to this paid time.

(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 – Employees who hold regular positions in County Fire service and who have contributed to the San Bernardino County 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 shall receive compensation in accordance with the provisions of the Retirement Medical Trust Fund.

(j) Perfect Attendance – Employees in regular, full-time positions who do not utilize any sick leave in a calendar year (i.e., pay period 1 through pay period 26 or 27, when applicable, of the same year), and who do not record any sick leave without pay or absent without pay during 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 an employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon the request of the employee and with the approval of the Appointing Authority.

(b) Accumulation – Employees in regular positions shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Except as provided in Section 5 of this Article, employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive vacation leave accumulation on a pro-rata basis; provided, however, that there shall be no proration of the maximum accumulations. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided that an employee has completed one thousand forty (1,040) hours of continuous service from the employee's benefit date.

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) Scheduling – Vacation periods should be taken annually with the approval of the Appointing Authority or designee at such time as will not impair the work schedule or efficiency of County Fire 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 vacation leave because of work urgency, the Human Resources Director or designee will request a waiver of the maximum allowed unused balance for a period not to exceed one (1) thirteen (13) pay period waiver per calendar year.

Written request for vacation leave shall receive a written response from the Appointing Authority or designee within two (2) weeks of submission. In instances where a vacation leave request has received written, advance approval and is rescinded due to work urgency by the supervisor, that decision may be appealed to the Fire Chief, Human Resources Director or designee 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) Minimum Charge – The minimum charge against accumulated vacation leave shall be fifteen (15) minutes or multiples thereof. Vacation leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this Agreement.

(3) 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.

(4) Vacation Leave and Termination Date – 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. Refer to Personnel Rules for Board-Governed Special Districts for further explanation.

(5) Vacation Cash-Out – On one occasion each calendar year until the expiration of the contract, an employee who had used eighty (80) or more hours of vacation leave during the preceding calendar year may elect to convert into a cash payment, at the rate of pay in effect at the time of the cash-out, up to sixty (60) hours of accrued vacation leave. In order to sell back vacation leave during the term of this MOU, an employee must make an irrevocable election (i.e., pre-designation) during the month of December (beginning in December of 2013), specifying the number of hours to be sold back from the next calendar year's vacation leave accrual. During the calendar year following the pre-designation, a request may be made to cash out the vacation leave. Such request to cash out, if made, must be in a single block of not less than ten (10) hours and shall not exceed sixty (60) hours, up to the amount the employee has accrued at the time of the request. Once an election is made, the employee must request that the designated number of hours actually be sold back by pay period 25 of the calendar year in which the election is effective, or the hours will be automatically converted to cash in pay period 26.

Section 3 – Holiday Leave

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

January 1st	November 11th
Third Monday in January	Thanksgiving Day
Third Monday in February	Day after Thanksgiving
Last Monday in May	December 24th
July 4th	December 25th
First Monday in September	December 31st
Second Monday in October	

(b) Floating Holidays – Employees in regular positions shall be entitled to accrue one (1) floating holiday [eight (8) hours holiday time] during the first pay period prior to the third Monday in January, provided that the employee is not on unpaid leave for the entire pay period and is in a paid status on the payroll.

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 Appointing Authority or designee. The Appointing Authority or designee has 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.

(c) Eligibility for Holiday Pay – Except as provided in Section 5 of this Article, to receive holiday pay for a fixed holiday, the following conditions must be met during the pay period in which the fixed holiday fell.

(1) The 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 in which such fixed holiday fell.

(2) The employee must be paid for at least one-half (1/2) of their regularly scheduled hours.

(3) The employee must have been on an approved leave of absence for any unpaid hours.

(4) The employee must have not had any unauthorized leave.

(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 Appointing Authority/Fire Marshal, 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 except that when the preceding Friday is also a fixed holiday, the preceding Thursday 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 except that when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday.

(g) Holiday Time Accrual – Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency.

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 specialist.

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 employee's base salary.

Section 5 – Compulsory Leave

If, in the opinion of the Appointing Authority/Fire Marshal, employees are unable to perform the duties of their position for physical or psychological reasons, an examination may be required by a physician or other competent authority designated by the Human Resources Director or designee. If the examination report shows the employee to be in an unfit condition to perform the duties required of the position, the Appointing Authority/Fire Marshal 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 duty.

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 appointing authority, 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 first 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. 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 30 days of military leave provided in (e) of this Article, the extended payments provided under this Section shall be suspended and shall be continued after the 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 (e) 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 for a period not exceeding one (1) year 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 Family Medical Leave Act, the California Family Rights Act, and/or Pregnancy Disability Leave provisions under the Fair Employment and Housing Act (FEHA).

(4) For any reason considered appropriate by the Appointing Authority and Human Resources Director or designee.

(b) Types of Leaves of Absence

There are four (4) types of leaves of absence. All requests must be in writing and require the approval of the Appointing Authority or designee and the Human Resources Director or designee. Upon request, the Appointing Authority or designee and the Human Resources Director or designee may grant successive leaves of absence. All benefits shall be administered in accordance with the appropriate Article of this Agreement.

(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 Family Medical Leave Act (FMLA), the California Family Rights Act (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 per rolling calendar year. 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/County 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 exceeding 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 federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

(ii) Rehire Process – An employee may be reemployed in the same classification from which the employee took the leave of absence with the approval of the Appointing Authority and the Human Resources Director or designee. Alternatively, the employee must apply through the Human Resources Department 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. If the employee is not re-hired within ninety (90) calendar days of the expiration of such a leave the employee shall be terminated from County Fire service. If reemployed, the employee shall be required to serve a new probationary period. The Human Resources Director or designee has the discretion to waive the requirement to serve a new probationary period.

(iii) 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.

To be reemployed and retain the above benefits, the employee must be appointed to a position no later than ninety (90) calendar days after the date of expiration of leave of absence. The ninety (90) days shall run concurrently with the first ninety (90) days of the one hundred eighty (180) day period provided in the Article on Reemployment.

(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 the federal Consolidated Omnibus Reconciliation Act of 1985 (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 does not return to work by the expiration 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 9(b)(3)(iii) above.

Section 9 – Jury Duty Leave

Employees in regular positions who are ordered/summoned to serve jury duty including Federal Grand 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. 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 Appointing Authority 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 to serve on 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 9 of this Article.

Section 10 – Examination Time

Employees having regular status in regular positions at the time of application shall be entitled to a reasonable amount of time off with pay for the purpose of attending all examination processes required for selection to a different County Fire or County position. 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 balances and shall be compensated at the employee's base hourly rate. Employees having probationary status, including those who have previously held regular status in another classification, are not entitled to examination time off with pay.

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 the 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 Appointing Authority 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 Appointing Authority to receive this benefit.

Section 13 – Service Date

Employee service date is the first day of the pay period in which the employee begins work.

LIFE INSURANCE

(a) County Fire agrees to pay the premium for a term life insurance policy for each employee according to the table, below. Life insurance will become effective 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. 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
$12,000	$25,000

(b) County Fire agrees to make available to each employee a voluntary term life insurance program wherein the employee may purchase, through payroll deductions, term life insurance in amounts equivalent to one (1), two (2), three (3), four (4), or five (5) times the employee's annual gross earnings. Coverage of up to $250,000 (County Fire paid, plus Voluntary Term Life) is guaranteed and the insurance company will not require evidence of good health. If the employee is denied coverage above $250,000, the Voluntary Term Life, plus County Fire paid life insurance, will be limited to $250,000. New employees shall become eligible to participate in these programs on the start of the pay period following completion of one thousand forty (1,040) hours of satisfactory performance.

(c) 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 County Fire.

(d) 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.

LONG TERM DISABILITY

Beginning June 1, 2005, County Fire will pay each month to SEBA thirty-five dollars ($35.00) times the number of Unit employees in regular positions for a Long Term Disability (LTD) plan administered by SEBA. SEBA shall have sole fiduciary and administrative responsibility for the LTD program. These payments shall not be reported to the Retirement System as "Compensation Earnable."

MEAL PERIODS

Meal periods are non-paid and nonworking time and shall not be less than one-half (1/2) hour, or greater than one (1) hour when scheduled. Every effort will be made to schedule such meal period during the middle of the shift when possible. If a regularly scheduled tour of duty does not include a duty-free meal period, the Appointing Authority shall allow employees a maximum of twenty (20) minutes per shift to eat a meal. Such time shall be considered work time.

MEDICAL EMERGENCY LEAVE

The particulars of this 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 useable 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/she is receiving workers' compensation benefits. An employee eligible for State Disability Insurance and/or Short Term Disability must agree to integrate these benefits with Medical Emergency Leave.

(d) Vacation, holiday and compensatory time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours [or in the case of holiday leave only four (4) hours] not to exceed a total of fifty percent (50%) of an employee's annual vacation, holiday, or compensatory time accrual per employee. The donation may be made for a specific employee on the time frames established by the County Human Resources Department. 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 of the employee. Medical Emergency Leave is not for use to care for a member of the employee's family. Job and/or personal stress (not the result of a diagnosed mental disorder) is specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by the Center of Employee Health and Wellness 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.

(h) An employee receiving leave under this program is not eligible for receipt of any accruals such as vacation, holiday, sick leave or retirement credit unless fully integrating with disability payments.

(i) 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.

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

(1) Employees who resign or die while on Medical Emergency Leave shall be paid at one hundred percent (100%) of their 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/Treasurer/Tax Collector.

(2) An employee on Medical Emergency Leave who has received the approval of his/her physician and the Center for Employee Health and Wellness 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 in accordance with the Sick Leave Article of this Agreement.

(3) An employee on Medical Emergency Leave who has received the approval of his/her physician and the Center for Employee Health and Wellness to return to work on a part time basis (less than the employee's normally scheduled hours of work per pay period) 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 normally scheduled hours of work.

(k) 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.

(l) Solicitation of donors shall be regulated by the County Fire Human Resources Division, names of donors are to be confidential and the privacy rights of the donees upheld per legal requirements.

(m) All donors and donees shall sign release forms designed, retained and affected by the County Human Resources Department.

MERIT ADVANCES

(a) Work Performance Evaluation for a regular status employee shall be completed by the employee's immediate supervisor within a period of thirty (30) workdays prior to the employee's step advance benefit date or annual evaluation date. To receive the step advancement, the employee must be evaluated overall on the Work Performance Evaluation as "Meets Job Standards" or better.

(b) If an employee receives an overall "Unsatisfactory Work Performance" or "Needs Improvement" evaluation, the employee's step advance may not be granted on the date.

(c) In cases where no Work Performance Evaluation is filed in a timely manner, an employee should contact the supervisor, who must complete and file the Work Performance Evaluation within five (5) workdays. 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, provided the delayed rating is the responsibility of the supervisor.

(d) An employee denied a step advancement shall be provided an additional ninety (90) day review period. The supervisor shall complete a Work Performance Evaluation within sixty (60) days after such additional

review period. If the employee receives an overall "Meets Job Standards" or better on the Work Performance Evaluation the step advancement shall be granted.

(e) Any dispute arising out of the content of a Work Performance Evaluation with an overall rating of "Needs Improvement" or "Unsatisfactory Work Performance" may be processed in accordance with the appeal procedure in the Personnel Rules for Board-Governed Special Districts.

(f) The performance of any employee without regular status must be rated as "Meets Job Standards" or better prior to granting any merit step advancement.

NON-DISCRIMINATION

Section 1 – Agreement

SEBA agrees to fairly represent all employees in this Unit in their employer-employee relations with County Fire.

The parties agree that the provisions of this Agreement shall be applied equally to all employees covered hereby without regard to race, color, sex, age, disability, national origin, religion, political or labor organization affiliations.

The parties agree to support and promote the objectives of County Fire's Equal Employment Opportunity program.

Section 2 – Violations

The above Agreement is not subject to the Grievance Procedure.

Section 3 – Duty to Accommodate

The Association recognizes County Fire's obligations under the ADA and CFRA, including its duty to provide reasonable accommodations, even where a conflict may exist between such duty to provide accommodations, and a specific provision of this Agreement.

OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Agreement and during the period of time said Agreement is before the Board of Supervisors; neither SEBA 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 Agreement. 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 Agreement in its entirety.

OVERTIME

(a) Policy – It is the policy of County Fire to discourage overtime except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of the Appointing Authority 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.

(b) 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 shall be considered as time actually worked.

Overtime shall be reported in increments of full fifteen (15) minutes and is non-accumulative and non-payable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals.

(c) Overtime Compensation

(1) Any employee authorized by the Appointing Authority or designee to work overtime shall be compensated at premium rates, i.e., one and one-half (1-1/2) times the employee's regular rate of pay. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

(2) In lieu of cash payment upon request of the employee and approval of the Appointing Authority or designee, an employee may accrue compensating time off at premium hours. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time, which exceeds eighty (80) hours, or for any hours on record immediately prior to promotion, demotion or termination of employment.

(d) Variable Work Schedule – The Appointing Authority/Fire Marshal may, with agreement of an affected employee, arrange for that individual to take such time off as is necessary to ensure that an employee's actual time worked does not exceed forty (40) hours within any given work period.

(e) 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 work period normally does not exceed forty (40) hours. Employees may be assigned or authorized by the Appointing Authority to a 9/80 work schedule provided a work period is established and agreed to in writing by the Appointing Authority and the employee which includes forty (40) hours work in each work period. This provision does not otherwise limit the ability of the Appointing Authority or designee to modify work schedules in accordance with the Articles, "Pay Period" or "Standard Tour of Duty."

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. March 23, 2013, 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 12:00 a.m. (midnight) on the second Friday thereafter. The pay period and workweek may be adjusted in accordance with FLSA requirements. The intent of County Fire and SEBA is to allow for alternative shift scheduling without violating requirements of the FLSA. Under no circumstances shall the right to adjust in accordance with FLSA requirements entitle County Fire to make such adjustments for the primary purpose of avoiding overtime.

County Fire may reasonably establish, change, or modify standard days, tours of duty, or shifts for individual positions according to the needs of the service within the established period. Except in the case of any emergencies, employees shall be notified personally or by mail by a supervisor of a shift change no later than forty-eight (48) hours prior to the time the shift change is to become effective.

It is recognized that during the term of this Agreement it may be necessary for Management to make changes in the number of hours in a standard day, tour of duty, or shift to meet the needs of the service. Where Management finds it necessary to make such changes, it shall notify SEBA indicating the proposed change prior to its implementation. Where such change would significantly affect the working conditions of a significantly large number of employees, and where SEBA requests to meet with Management in a timely manner concerning the changes, the parties shall expeditiously undertake to meet regarding the impact the change would have on the employees in this Unit.

The phrase "significantly large number" shall mean: (a) a majority of the employees in the Unit; (b) all employees within a division or section; or (c) all employees within a specified classification in the Unit.

Paychecks shall be issued on the second Wednesday following the end of the preceding pay period, provided that the Auditor-Controller/Treasurer/Tax Collector may issue paychecks at an earlier date if possible.

PAYROLL ADJUSTMENTS

In situations involving overpayment to an employee by County Fire, said employee shall be obligated to repay by payroll recovery the amount of overpayment within the time frame the overpayment was received by the employee. The Auditor-Controller/Treasurer-Tax Collector's office or the County Fire Human Resources Division, when applicable, shall provide documentation showing the calculations of the overpayment to the employee. The employee, subject to the approval of the County's Auditor-Controller/Treasurer/Tax Collector, may request extensions to the period for repayment of the overage. 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 (1-1/2) times as long as the overpayment period. If the employee leaves employment prior to the repayment of overage, the Auditor-Controller/Treasurer/Tax Collector'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 Auditor-Controller/Treasurer/Tax Collector 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 Auditor-Controller/Treasurer/Tax Collector's office, including necessary approval of the Appointing Authority and the Human Resources Director or designee.

In those situations where the employee has been underpaid by seven and one-half percent (7.5%) 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. The departmental payroll section shall complete the request for payroll adjustment and forward it and any necessary approval of the Appointing Authority to the Auditor-Controller/Treasurer/Tax Collector within one (1) working day of receipt of the employee's request. The Auditor-Controller/Treasurer/Tax Collector's office shall pay the employee the amount due within two (2) working days of receipt of the request for payroll adjustment from the department. For this Section, base pay shall be determined by multiplying the employee's base rate of pay by the number of hours in their usual work schedule.

County Fire's Human Resources Division must authorize payroll adjustments to correct any payroll error or omission for instances arising more than thirteen (13) pay periods prior to the request for payroll adjustment.

PAYROLL DEDUCTIONS

It is agreed that SEBA membership dues and insurance premiums for plans sponsored by SEBA shall be deducted by County Fire from the pay warrant of each employee covered hereby who files with County Fire a written authorization requesting that such deduction be made. Remittance of the aggregate amount of all membership dues and insurance premiums deducted from the pay warrants of employees covered hereby shall be made to SEBA within thirty (30) days after the conclusion of the month in which said membership dues and insurance premiums were deducted.

County Fire shall not be liable to SEBA, employees, or any party by reason of the requirements of this Article for the remittance of any sum other than that constituting actual deductions made from employee wages earned. SEBA shall hold County Fire harmless for any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by County Fire under this Article.

PHYSICAL FITNESS

Section 1 – General

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, with reasonable cause, may require medical and psychological assessments of employees provided County Fire pays and provides time off without loss of pay for such assessments. All such assessments shall be done by appropriately qualified health care professionals. Medical and psychological reports shall be released to and retained by the Center for Employee Health and Wellness. The information in these reports shall only be released on a need-to-know basis, restricted to the purpose for which the examination was originally required, for the effective conduct of County Fire business.

Any remedial or treatment action shall be the full responsibility of the employee, except as otherwise provided by law or as may be provided through the Employee Assistance Program for County/County Fire employees.

Section 2 – Wellness Examinations

County Fire shall provide, at County Fire expense, pre-scheduled annual toxicology examinations performed by a County Fire-selected physician for all employees assigned to this Unit who regularly work with and/or are exposed to dangerous substances.

PRE-HEARING DISCUSSIONS

The parties agree that prior to submitting any matter within this Agreement for adjudication or prior to the filing of a civil lawsuit, other than disciplinary matters, both parties shall discuss such matters at the earliest moment.

All parties agree to provide full disclosure and to extend good faith efforts to resolve disputes through these discussions. Such discussions on offers of settlement may not be revealed at subsequent hearing.

Nothing in this Article shall serve to waive the rights of the appellants or their representatives to the applicable appeal procedure due to a lapse of time resulting from such pre-hearing discussions.

PROBATIONARY PERIOD

The probationary period of one thousand, six hundred (1,600) service hours 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 or on military leave, past thirty (30) days whether paid or unpaid. 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 Appointing Authority. Such extension is in addition to the eighteen (18) pay period extension allowed by the Personnel Rules.

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%) salary increase, whichever is greater; provided that no employee is thereby advanced above step 11 of the higher base salary range. At the discretion of the Appointing Authority and with the approval of the Human Resources Director or designee, 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 Human Resources Director or designee.

PROVISIONS OF LAW

It is understood and agreed that this Agreement is subject to all current and future applicable Federal and State laws and regulations and the current provisions of the Charter of the County of San Bernardino. If any part or provision of this Agreement is in conflict or inconsistent with such applicable provisions of those Federal, State, or County Fire enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Agreement shall not be affected thereby. If any part or provision of this Agreement is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding that total compensation to employees under this Agreement 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 Agreement.

REEMPLOYMENT

(a) Reemployment in Same Classification – A regular employee who has terminated County Fire employment, and who is subsequently rehired in the same classification in a regular position within one hundred eighty (180) days (i.e., beginning the first day of work by the 180th calendar day), may receive restoration of salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave) 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 Appointing Authority and the Human Resources Director or designee. The employee shall be required to serve a new probationary period, unless waived by the Human Resources Director or designee. The employee shall be provided a new date of hire for purposes of County Fire seniority.

(b) Reemployment in Same Job Family – A regular employee who has terminated County Fire employment and who is subsequently rehired to a regular position in the same job family within one hundred eighty (180) days (i.e., beginning the first day of work by the 180th calendar day), may receive restoration of vacation accrual rate, sick leave and retirement contribution rate in the same manner as described above. The employee shall be required to serve a new probationary period, unless waived by the Human Resources Director or designee. The employee shall be provided a new date of hire for purposes of County Fire seniority.

(c) Reemployment in Another Job Family – A regular employee who has terminated County Fire employment, and who is subsequently rehired to a regular position 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 (91st) day, may receive restoration of salary step (in the instance of rehire in a classification at the same pay range as the position originally held), vacation accrual rate, sick leave and retirement contribution rate in the same manner as described above. The employee shall be required to serve a new probationary period, unless waived by the Human Resources Director or designee. The employee shall be provided a new date of hire for purposes of County Fire seniority.

(d) Reemployment from Layoff - A regular employee who has been laid off from County Fire employment and is subsequently rehired to a regular position within one (1) year shall receive restoration of vacation accrual rate and sick leave in the same manner as described above. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board.

(e) For the purposes of this Article, a regular employee shall mean an employee in a regular position who held regular status in any classification during the previous period of County Fire employment.

RELOCATION

Employees in regular positions who are required by order of the Fire Marshal to change their principal place of residence because of reassignment to meet the needs of County Fire will be granted time off with pay not to exceed two (2) work days and up to four hundred dollars ($400.00) reimbursement towards the actual cost of relocating their personal furnishings and belongings.

RENEGOTIATION

In the event either party hereto desires to negotiate a successor Agreement, such party shall timely serve upon the other, at least one hundred and fifty (150) calendar days prior to the expiration of this Agreement, a written request to commence negotiations. Upon receipt of such written request, negotiations shall begin no later than thirty (30) calendar days after such receipt. The first order of business shall be negotiation of ground rules.

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 (1) hour of the beginning or ending of a tour of duty or meal period, nor shall such time be cumulative 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 Period
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 FUND

A Retirement Medical Trust Fund has been established for eligible Unit employees. Eligible employees are those employees with ten (10) or more years of participation in the San Bernardino County Employees' Retirement Association (SBCERA); or those individuals who contributed to a public sector retirement system or systems over a ten (10) year period and did not withdraw their contributions from the retirement system(s); or those who receive a disability retirement. Those eligible employees with ten (10) or more years of combined contributions to SBCERA and other public sector retirement system(s) must complete a Prior Service Credit Request form and submit it to the Retirement Medical Trust Plan Administrator for approval. A letter from the public sector retirement system(s) confirming that contributions have not been withdrawn must accompany the form.

The Trust is administered by a Board of Trustees who manage the resources of the Trust Fund and determine 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).

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.

At retirement (including 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
80 to 480 hours	30%
481 to 720 hours	40%
721 to 840 hours	45%
841 to 960 hours	50%
961 to 1,200 hours	60%

Effective the first pay period of January 2008, County Fire shall contribute to the Trust an amount equal to a percentage of the base biweekly salary of eligible employees as follows:

Years of Completed County Fire Service	Percentage
Less than one year	0%
One but less than ten years	.5%
Ten but less than sixteen years	1%
Sixteen or more years	1.5%

Contributions to the Trust shall not be considered earnable compensation.

For employees with ten (10) years of continuous service from the date of hire in a regular position, upon death, the estate of the deceased employee will be paid for unused sick leave balances according to the following formula:

Amount of Remaining Sick Leave Hours	Cash Formula Value
80 to 480 hours	30%
481 to 720 hours	40%
721 to 840 hours	45%
841 to 960 hours	50%
961 to 1,200 hours	60%

RETIREMENT SYSTEM CONTRIBUTIONS

Section 1 – Eligibility

Under the provisions of the County Employees 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 sixty (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 contributions to the PST Deferred Compensation Retirement Plan shall be automatically deducted from employee's earnings. Maximum total contributions shall be seven and one-half percent (7.5%) of the employee's maximum covered wages for Social Security purposes. Employees shall automatically be enrolled in the Plan upon notification from SBCERA that the employee has opted out of SBCERA membership.

Section 2 – Employee Contributions

Effective March 23, 2013, any employee Retirement System contribution obligations shall be paid by the employee.

Employee Retirement System contributions shall be "picked up" for tax purposes only pursuant to this Section. The Auditor-Controller/Treasurer/Tax Collector has implemented the pickup of such Retirement System contributions under Internal Revenue Code Section 414(H)(2).

The employee must choose to have the contributions designated as all employer or all employee contributions for retirement purposes. If the employee designates the pick up 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 SBCERA; and the employee may not withdraw this contribution from the Retirement Association.

If the employee designates the pick up as employee contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of one dollar ($1.00); 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.

Employees hired on or after January 1, 2013 cannot choose to designate retirement system contributions as employer contributions. For such employees, all contributions shall be employee contributions.

County Fire 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 County Fire 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 County Fire under this article shall be treated as compensation paid to County Fire employees for all other purposes. County Fire 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.

Section 3 – Special Provisions

Employees with at least twenty-five (25) years of service as set forth in Government Code section 31625.3 as of the date of Board of Supervisors approval of this Agreement and who either have or thereafter attain thirty (30) years of service credit as set forth in Government Code section 31625.3 and no longer make retirement contributions under the provisions of the County Employees' Retirement Law of 1937, shall have one 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. Such payments may begin no sooner than the pay period following Board of Supervisors approval of this Agreement.

The provisions of this Article shall be applied each pay period.

Section 4 – 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 eighteen (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.

Section 5 – Safety Retirement

County Fire agrees to take necessary administrative actions to place individuals currently assigned to the Hazardous Materials Response Team in the Safety Retirement System of SBCERA on or about October 4, 2003. Specifically, County Fire will establish a separate classification series for the positions/employees assigned to the Hazardous Materials Response Team, reclassify the positions to the new series, appoint the individual incumbents who are in said position, and adopt a resolution to make Section 31664.1 of the Government Code (Safety Retirement) applicable to positions/employees in the new classification series.

Upon entrance into the Safety Retirement program, the employees' contribution rates shall be adjusted to reflect the rates applicable to Safety members; said rates may be adjusted annually by SBCERA.

Section 6 – 3% at 50 Safety Retirement Formula

The parties acknowledge that the County Board of Supervisors adopted a resolution to make Section 31664.1 of the Government Code (3% at 50 Retirement Formula) applicable to all eligible safety retirement members of SBCERA, including such safety retirement members in this Unit on October 1, 2003.

Effective March 23, 2013, eligible employees in this Unit shall be required to pay an additional one and one-half percent (1.5%) of compensation earnable, each pay period into the Retirement System, above and beyond the employee contribution rates established by SBCERA on an annual basis until March 22, 2014, at which time the amount will be reduced to one-half of one percent (.5%). Effective September 23, 2014, employees shall not be required to make a contribution above and beyond the employee contribution rates established by SBCERA.

The parties further acknowledge and agree that implementation of this Section on October 1, 2003, is contingent upon Court approval of the settlement of retirement-related claims for safety retirement members.

RETURN-TO-WORK COMPENSATION

Section 1 – Purpose

Return-to-work compensation is designed to compensate employees for being available to return to work with limited notice and for hours not previously regularly scheduled. There are three (3) types of return-to-work compensation covered by this Article: on-call, standby, and call back. Assignment and approval of return-to-work compensation shall be made by the Appointing Authority or designee based upon the needs of the service.

Section 2 – On-Call Compensation

(a) On-call duty requires the employee to return a call or page as soon as practicable but not to exceed thirty (30) minutes.

(b) Employees assigned to be on-call shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to report to their work site within one (1) hour after notification. Employees can also be given a designated time of more than one (1) hour to report by the Appointing Authority or designee.

(c) While assigned to on-call duty, the employee shall be free to use the time for his or her own purposes.

(d) On-call duty shall be compensated at the rate of three dollars and twenty-five cents ($3.25) for each full hour of duty or portion thereof. On-call time shall not count as hours worked.

(e) The employee shall not receive on-call compensation once the employee begins work.

Section 3 – Standby Compensation

(a) Standby duty requires the employee to return a call or page as soon as practicable but not to exceed ten (10) minutes.

(b) Employees assigned to standby duty shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) after being told to report to work, the employee shall arrive at the work site no later than the time it takes to commute between the employee's home and the work site. Employees can also be given a designated time to report by the Appointing Authority or designee.

Examples of application of this provision for computing overtime:

Employee earning $10.00 per hour works 40 hours in a work period, plus 20 hours of standby.

40 hours x $10.00 (base salary rate)[1]	=	$400.00
20 hours x $ 6.75 (minimum wage)	=	135.00
		$535.00

$535.00 divided by 60 hours worked (regular rate of pay)[2]	= $ 8.92
$8.92 x 1-1/2 (overtime rate)	= $13.38

Pay for this week would be:

40 hours x $ 8.92 (regular rate of pay)	=	$356.80
20 hours x $13.38 (overtime rate) =		267.60
TOTAL PAY	=	$624.40

[1]Base salary rate is defined in Salary Adjustment, Section 2.

[2]Regular rate of pay is defined within the requirements of the Fair Labor Standards Act to include all remuneration for employment paid to the employee. When more than one rate of pay is paid for hours worked, the regular rate of pay is calculated using the weighted average of the rates of pay.

(c) The employee shall not receive standby compensation once the employee begins work.

Section 4 – Call Back Compensation

(a) Call back pay is used when an employee in a regular position returns to active duty at the request of the Appointing Authority or designee after said employee has been released from active duty and has left the worksite. An employee need not be assigned to on-call or standby duty to receive call back compensation.

(b) Call back compensation shall be paid in the following manner: the two (2) hours minimum begins when the employee acknowledges the page or phone call and indicates that he/she are responding. All time actually worked during a call back, including travel time, shall be considered time actually worked for purposes of the Article on "Overtime."

(c) The employee shall be paid for a minimum of two (2) hours worked, provided there is not 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.

SALARY ADJUSTMENTS

For purposes of this Agreement, base salary range shall mean the salary range assigned to a specific classification as provided in Appendix B. Base salary rate shall mean the hourly rate of pay established pursuant to the step placement within the base salary range as provided in Appendix C of this Agreement as appropriate. Salary ranges shall be those provided in the Basic Salary Schedule contained in the existing County Code.

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 Agreement. Variable entrance steps may be established if justified by recruitment needs through step 5 with the approval of the Appointing Authority and through step 11 with the approval of the 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 Article, "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 and time without pay shall not count toward step advancements. Step advancements within a base salary range shall be based upon one (1) step increment, approximately two and one-half percent (2.5%). The employee shall be eligible for the first step advancement after completion of one thousand and forty (1,040) hours and subsequent step advancements after completion of two thousand eighty (2,080) hours.

Examples:

Hire step	1	7
After 1,040 hours*	2	8
After additional 2,080 hours*	3	9
After additional 2,080 hours*	4	10
After additional 2,080 hours*	5	11
After additional 2,080 hours*	6	N/A

*Assumes satisfactory work performance and Appointing Authority recommendation.

The 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 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 SURVEY

Effective January 2009, County Fire agrees to review, on a yearly basis, the salaries of the classifications of the Unit. Should the market survey indicate that Unit classifications have fallen below the market average, upon approval of the Appointing Authority and the Board of Supervisors, County Fire may implement the appropriate salary adjustment effective the beginning of the following fiscal year.

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. The current standard tours of duty are the 9/80, 4/10 or 5/40. 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 Appointing Authority shall establish the actual number of hours, which comprises the standard tour of duty for each position. The Appointing Authority 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.

STATE DISABILITY INSURANCE

County Fire agrees to pay the premium for State Disability Insurance for all employees in regular positions.

After coverage is available, all claims shall be filed directly with the State Employment Development Department by individual employees.

TEMPORARY PERFORMANCE OF HIGHER-LEVEL DUTIES

Employees directed to continuously perform the duties of a vacant higher-level position, or employees who have been given the temporary assignment of a project involving the performance of more difficult duties and requiring a 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 this Article, temporary is defined as six (6) weeks or less. The duration of such assignments are not intended to exceed one (1) calendar year.

Eligibility Criteria – Employees will normally have regular status and not be in a probationary or trainee status; and there must be evidence of the employee's ability to competently perform the new assignment as determined by the Human Resources Director 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.

Assignment Criteria

(a) For the purposes of this Article, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be: (1) an unoccupied position due to attrition; (2) a position from which the incumbent is on extended leave of absence; or (3) a new position authorized by the Board of Supervisors. The Appointing Authority certifies that the employee is assigned and held responsible to fully perform all of the higher-level duties without limitation as to difficulty or complexity of assignments or consequence of action. This provision shall not be used to circumvent the merit system of promotion and approval of such a request shall initiate the appropriate recruitment/selection process where applicable.

(b) 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.

Compensation

(a) Compensation shall be awarded in pay period increments.

(b) Employees performing the duties of a vacant higher-level regular position shall be entitled to a salary rate increase to the higher level for the 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 Advancements and Merit Advances Articles. 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.

(c) Project compensation shall be in the form of a specified percentage of the employee's base pay. The Human Resources Director or designee will determine the amount in increments of one-half percent (0.5%) from a minimum of two and one-half percent (2.5%) up to a maximum of seven and one-half percent (7.5%). The bonus will be computed at the specified percentage of the current base pay of the employee for each pay period. The bonus shall be considered earnable compensation and shall be considered part of the employee's regular rate of pay for purposes of calculating overtime, if applicable. Such increases in pay shall not affect the employee's step advancement in the base range pursuant to the Article on "Salary Rates and Step Advancements."

Requests for Temporary Performance Compensation may be initiated by the Appointing Authority or an employee via the Appointing Authority. The Appointing Authority and the employee bear mutual responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this Article. 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 Human Resources Director or designee's written approval, assignment of the greater level of duties, and signed acceptance by the employee. Under no circumstances will Temporary Performance Compensation be granted retroactively.

Requests for Temporary Performance Compensation shall be reviewed by the Human Resources Director or designee. Denial of compensation due to assignment [Assignment Criteria (c)] shall not be subject to review, appeal, or the grievance procedure.

The provisions of this Article shall not be utilized to circumvent the provisions of or provide additional compensation over and above that which may be provided in the Article on "Classification." The Articles, "Temporary Performance of Higher Level Duties" and "Classification" are mutually exclusive concepts and as such there shall be no dual or multiple requests and/or appeals, where the latter is applicable for a single situation.

TERM

The term of this Agreement shall commence at 12:01 a.m. on March 23, 2013, and this Agreement shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of March 18, 2016; provided, however, that in the eighteenth month from Board of Supervisors approval of this Agreement, SEBA may request to reopen negotiations regarding salary only. If a successor Agreement has not been reached by 12:00 a.m. (midnight) of March 18, 2016, the terms and conditions of this Agreement shall be extended one (1) year or until a successor Agreement is adopted, whichever occurs sooner.

TIME AND LABOR REPORTS

Time and Labor Reports should normally be completed and signed by the employee. Employees shall be provided a copy of any Time and Labor Report whenever said report is submitted without the employee's signature. Payroll specialists who handle Time and Labor Reports shall make every effort to contact the employee regarding any correction to the time shown on said report and explain the reasons for the change before the report is submitted to the Auditor-Controller/Treasurer/Tax Collector's office for processing. In all cases where corrections are made in the presence of the employee and accepted, the employee shall approve such corrections by signing a new Time and Labor Report. If time does not allow for this procedure because of the Auditor-Controller/Treasurer/Tax Collector's deadline, the payroll specialist shall notify the employee of the correction and that an adjustment will be made in a subsequent pay warrant. Unless otherwise provided in this Agreement, time shall be reported in increments of full fifteen (15) minutes actually worked for pay purposes.

County Fire reserves the right to use other time accumulation devices. If errors result from the improper or unclear preparation of Time and Labor Reports by the employee, the employee shall hold harmless County Fire for any delays in warrant processing.

TUITION REIMBURSEMENT AND MEMBERSHIP DUES

County Fire agrees to establish an individual departmental fund in the amount of three hundred and fifty dollars ($350.00) each fiscal year for each employee in a regular position budgeted more than forty (40) hours per pay period to reimburse employees for tuition costs incurred for job-related education or career development or to reimburse membership dues in professional organization(s); provided such expenditure enhances furtherance of Fire Department or continuing education goals.

Requests for reimbursement must be approved in advance by the Fire Marshal and shall not be paid in increments less than ten dollars ($10.00) per fiscal year. Employee initiated education or career development shall not be considered as time actually worked for purposes of computing overtime and normally shall not occur during regular work hours except that which has the prior approval of the Fire Marshal.

No employee shall receive tuition reimbursement in excess of the limitation determined by the Internal Revenue Service. Eligibility for reimbursement is contingent upon an approved course or seminar, completed with, where applicable, a grade of "C" or better or "pass" when taken on a pass/fail basis, except in extenuating circumstances where such a situation as verifiable illness prevents an individual from completing a course.

REHS Recertification

All Unit employees in regular positions who are required to maintain their Registered Environmental Health Specialist certificate, shall be reimbursed for their recertification registration fee, once every two years, upon proof of payment. This reimbursement will not count against the three hundred and fifty dollar ($350.00) individual departmental fund established for each employee in paragraph one of this article.

UNIFORMS/ALLOWANCE

(a) Beginning in July 2013 and every July thereafter, County Fire agrees to provide a lump sum uniform allowance of four hundred and fifty dollars ($450.00) to employees in regular positions to compensate for

costs associated with the purchase of uniform and clothing items as established by the department. The department specified uniform will include the appropriate footwear and comply with OSHA and other required standards.

Employees on a leave of absence without pay in the pay period in which the uniform allowance is paid, shall receive the uniform allowance upon return to paid status. An employee separating from County Fire employment at the conclusion of the leave of absence shall not receive the uniform allowance.

(b) Employees in regular positions assigned to the Hazardous Materials Response Team shall be provided, on a one-time basis only, one (1) complete Nomex Workrite Class B uniform at County Fire's expense. Employees assigned to the Hazardous Materials Response Team will be required to wear their Class B uniform at all times while on duty.

UNION LEAVE BANK

County Fire shall establish a Union leave bank of eighty (80) hours per calendar year to enable Executive Officers, Association Directors or their alternates (if the Association Director is unavailable) to attend the annual SEBA conference. The leave bank shall also be available for the Hazardous Materials Unit negotiating team to attend related negotiations training. It is expressly understood that County Fire shall not be obligated or responsible for any of the expenses or costs of member attendance at such training or conferences. The release time for leave taken under this Section shall not be counted as hours worked for purposes of overtime.

USE OF COUNTY FIRE RESOURCES

SEBA will be granted permission to use County Fire facilities for the purpose of meeting with employees to conduct its internal affairs during non-work hours, provided space for such meetings can be made available without interfering with County Fire needs. Permission to use County Fire facilities must be obtained by SEBA from the appropriate Appointing Authority. SEBA shall be held fully responsible for any damages to and the security of any County Fire facilities that are used by SEBA. No County Fire vehicles, equipment, time, or supplies may be used in connection with any activity of SEBA, except as may be otherwise provided in this Agreement.

Use of County Fire resources shall be limited to activities pertaining directly to the employer-employee relationship and matters within the scope of representation and shall not interfere with the efficiency, safety or security of County Fire operations. This Article and applicable provisions of County Fire's Employee Relations Ordinance shall govern use of County Fire resources.

The costs of printing of one-hundred (100) Memorandum of Understanding booklets shall be shared by County Fire and SEBA.

VISION CARE INSURANCE

County Fire agrees to pay the premium for vision care insurance for regular employees assigned to the Unit and their dependents, as offered through the County and as approved by the County's Employee Benefits and Services Division Chief.

VOLUNTARY TIME OFF

Voluntary Time Off (VTO) Program is intended to provide employees a means of taking unpaid time off work without losing benefits, which depend on the employee being in a paid status. The following conditions apply:

(a) VTO may be taken in the same manner as vacation time except that the increment is one (1) hour and is limited to eighty (80) hours per calendar year.

(b) When VTO is elected, leave accruals continue as if the employee were on paid time. Vacation maximum accrual limits will be extended by the amount of VTO taken provided that the employee takes the vacation time off during the first thirteen (13) pay periods of the following calendar year. VTO time counts as time worked toward satisfying the required hours to receive the Benefit Plan.

(c) VTO does not count as hours worked for purposes of computing overtime. Benefits from the Retirement System Contributions Article will only be paid if the employee is in a paid status at least forty (40) hours in any pay period in which VTO is used.

(d) VTO may not be used for situations that would otherwise require leave without pay, or in conjunction with leave without pay. VTO may be used only by an employee who is otherwise on paid status.

(e) VTO is an entirely voluntary program. No employee may be required to take VTO.

(f) VTO may be taken by request of the employee and upon approval of the appointing authority.

WORK DISRUPTION

The parties agree that no work disruptions shall be caused or sanctioned by SEBA 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 in a concerted 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.

County Fire reserves the right to revoke all payroll deduction privileges of SEBA during and after any period of such work disruption which is sanctioned or precipitated by SEBA in accordance with County Fire's Employee Relations Ordinance.

APPENDIX A – 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 resolution, if applicable or other appropriate lawful action.

DATED: March 12, 2013

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

BOB WINDLE
Assistant Director of Human Resources

SAFETY EMPLOYEES BENEFIT ASSOCIATION

LAREN LEICHLITER
President

RECOMMENDED FOR BOARD OF SUPERVISORS APPROVAL:

ANDREW LAMBERTO
Director of Human Resources

GREGORY C. DEVEREAUX
Chief Executive Officer

BOARD OF SUPERVISORS

JANICE RUTHERFORD, Chair

MAR 12 2013
Date

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
LAURA H. WELCH
Secretary

By _____ Deputy

APPENDIX B

CLASSIFICATIONS

Grade	Classification Title
H33	Emergency Services Officer
H49	EMS Nurse Educator
H49	EMS Training Officer
H36	Environmental Specialist 3
H20	Fire Prevention Officer Trainee
H33	Fire Prevention Officer
H33	Fire Prevention Officer-Arson
H36	Fire Prevention Specialist
H36	Fire Prevention Specialist-Arson
H46	Fire Prevention Supervisor
H46	Fire Prevention Supervisor-Arson
H28	Hazardous Materials Specialist Trainee
H36	Hazardous Materials Specialist 1
H38	Hazardous Materials Specialist 2
H38	Hazardous Materials Specialist 2-HMRT
H41	Hazardous Materials Specialist 3
H41	Hazardous Materials Specialist 3-HMRT
H43	Hazardous Materials Specialist 4
H43	Hazardous Materials Specialist 4-HMRT
H41	Senior Plans Examiner
H41	Senior Plans Examiner-Arson

APPENDIX C

SALARY SCHEDULE

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	
H20	$ 17.88	$ 18.32	$ 18.78	$ 19.25	$ 19.72	$ 20.22	$ 20.73	$ 21.25	$ 21.78	$ 22.33	$ 22.88	Hourly
	$ 1,430.40	$ 1,465.60	$ 1,502.40	$ 1,540.00	$ 1,577.60	$ 1,617.60	$ 1,658.40	$ 1,700.00	$ 1,742.40	$ 1,786.40	$ 1,830.40	Approx Bi-Wk
	$ 3,099.20	$ 3,175.47	$ 3,255.20	$ 3,336.67	$ 3,418.13	$ 3,504.80	$ 3,593.20	$ 3,683.33	$ 3,775.20	$ 3,870.53	$ 3,965.87	Approx. Mon
	$ 37,190.40	$ 38,105.60	$ 39,062.40	$ 40,040.00	$ 41,017.60	$ 42,057.60	$ 43,118.40	$ 44,200.00	$ 45,302.40	$ 46,446.40	$ 47,590.40	Annual
H28	$ 21.78	$ 22.33	$ 22.88	$ 23.46	$ 24.04	$ 24.64	$ 25.25	$ 25.89	$ 26.54	$ 27.20	$ 27.88	Hourly
	$ 1,742.40	$ 1,786.40	$ 1,830.40	$ 1,876.80	$ 1,923.20	$ 1,971.20	$ 2,020.00	$ 2,071.20	$ 2,123.20	$ 2,176.00	$ 2,230.40	Approx Bi-Wk
	$ 3,775.20	$ 3,870.53	$ 3,965.87	$ 4,066.40	$ 4,166.93	$ 4,270.93	$ 4,376.67	$ 4,487.60	$ 4,600.27	$ 4,714.67	$ 4,832.53	Approx. Mon
	$ 45,302.40	$ 46,446.40	$ 47,590.40	$ 48,796.80	$ 50,003.20	$ 51,251.20	$ 52,520.00	$ 53,851.20	$ 55,203.20	$ 56,576.00	$ 57,990.40	Annual
H33	$ 24.64	$ 25.25	$ 25.89	$ 26.54	$ 27.20	$ 27.88	$ 28.57	$ 29.29	$ 30.03	$ 30.78	$ 31.54	Hourly
	$ 1,971.20	$ 2,020.00	$ 2,071.20	$ 2,123.20	$ 2,176.00	$ 2,230.40	$ 2,285.60	$ 2,343.20	$ 2,402.40	$ 2,462.40	$ 2,523.20	Approx Bi-Wk
	$ 4,270.93	$ 4,376.67	$ 4,487.60	$ 4,600.27	$ 4,714.67	$ 4,832.53	$ 4,952.13	$ 5,076.93	$ 5,205.20	$ 5,335.20	$ 5,466.93	Approx. Mon
	$ 51,251.20	$ 52,520.00	$ 53,851.20	$ 55,203.20	$ 56,576.00	$ 57,990.40	$ 59,425.60	$ 60,923.20	$ 62,462.40	$ 64,022.40	$ 65,603.20	Annual
H36	$ 26.54	$ 27.20	$ 27.88	$ 28.57	$ 29.29	$ 30.03	$ 30.78	$ 31.54	$ 32.32	$ 33.13	$ 33.96	Hourly
	$ 2,123.20	$ 2,176.00	$ 2,230.40	$ 2,285.60	$ 2,343.20	$ 2,402.40	$ 2,462.40	$ 2,523.20	$ 2,585.60	$ 2,650.40	$ 2,716.80	Approx Bi-Wk
	$ 4,600.27	$ 4,714.67	$ 4,832.53	$ 4,952.13	$ 5,076.93	$ 5,205.20	$ 5,335.20	$ 5,466.93	$ 5,602.13	$ 5,742.53	$ 5,886.40	Approx. Mon
	$ 55,203.20	$ 56,576.00	$ 57,990.40	$ 59,425.60	$ 60,923.20	$ 62,462.40	$ 64,022.40	$ 65,603.20	$ 67,225.60	$ 68,910.40	$ 70,636.80	Annual
H38	$ 27.88	$ 28.57	$ 29.29	$ 30.03	$ 30.78	$ 31.54	$ 32.32	$ 33.13	$ 33.96	$ 34.81	$ 35.69	Hourly
	$ 2,230.40	$ 2,285.60	$ 2,343.20	$ 2,402.40	$ 2,462.40	$ 2,523.20	$ 2,585.60	$ 2,650.40	$ 2,716.80	$ 2,784.80	$ 2,855.20	Approx Bi-Wk
	$ 4,832.53	$ 4,952.13	$ 5,076.93	$ 5,205.20	$ 5,335.20	$ 5,466.93	$ 5,602.13	$ 5,742.53	$ 5,886.40	$ 6,033.73	$ 6,186.27	Approx. Mon
	$ 57,990.40	$ 59,425.60	$ 60,923.20	$ 62,462.40	$ 64,022.40	$ 65,603.20	$ 67,225.60	$ 68,910.40	$ 70,636.80	$ 72,404.80	$ 74,235.20	Annual
H41	$ 30.03	$ 30.78	$ 31.54	$ 32.32	$ 33.13	$ 33.96	$ 34.81	$ 35.69	$ 36.59	$ 37.50	$ 38.43	Hourly
	$ 2,402.40	$ 2,462.40	$ 2,523.20	$ 2,585.60	$ 2,650.40	$ 2,716.80	$ 2,784.80	$ 2,855.20	$ 2,927.20	$ 3,000.00	$ 3,074.40	Approx Bi-Wk
	$ 5,205.20	$ 5,335.20	$ 5,466.93	$ 5,602.13	$ 5,742.53	$ 5,886.40	$ 6,033.73	$ 6,186.27	$ 6,342.27	$ 6,500.00	$ 6,661.20	Approx. Mon
	$ 62,462.40	$ 64,022.40	$ 65,603.20	$ 67,225.60	$ 68,910.40	$ 70,636.80	$ 72,404.80	$ 74,235.20	$ 76,107.20	$ 78,000.00	$ 79,934.40	Annual

APPENDIX C

SALARY SCHEDULE

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	
H43	$ 31.54	$ 32.32	$ 33.13	$ 33.96	$ 34.81	$ 35.69	$ 36.59	$ 37.50	$ 38.43	$ 39.39	$ 40.38	Hourly
	$ 2,523.20	$ 2,585.60	$ 2,650.40	$ 2,716.80	$ 2,784.80	$ 2,855.20	$ 2,927.20	$ 3,000.00	$ 3,074.40	$ 3,151.20	$ 3,230.40	Approx Bi-Wk
	$ 5,466.93	$ 5,602.13	$ 5,742.53	$ 5,886.40	$ 6,033.73	$ 6,186.27	$ 6,342.27	$ 6,500.00	$ 6,661.20	$ 6,827.60	$ 6,999.20	Approx. Mon
	$ 65,603.20	$ 67,225.60	$ 68,910.40	$ 70,636.80	$ 72,404.80	$ 74,235.20	$ 76,107.20	$ 78,000.00	$ 79,934.40	$ 81,931.20	$ 83,990.40	Annual
H46	$ 33.96	$ 34.81	$ 35.69	$ 36.59	$ 37.50	$ 38.43	$ 39.39	$ 40.38	$ 41.38	$ 42.41	$ 43.48	Hourly
	$ 2,716.80	$ 2,784.80	$ 2,855.20	$ 2,927.20	$ 3,000.00	$ 3,074.40	$ 3,151.20	$ 3,230.40	$ 3,310.40	$ 3,392.80	$ 3,478.40	Approx Bi-Wk
	$ 5,886.40	$ 6,033.73	$ 6,186.27	$ 6,342.27	$ 6,500.00	$ 6,661.20	$ 6,827.60	$ 6,999.20	$ 7,172.53	$ 7,351.07	$ 7,536.53	Approx. Mon
	$ 70,636.80	$ 72,404.80	$ 74,235.20	$ 76,107.20	$ 78,000.00	$ 79,934.40	$ 81,931.20	$ 83,990.40	$ 86,070.40	$ 88,212.80	$ 90,438.40	Annual
H49	$ 36.59	$ 37.50	$ 38.43	$ 39.39	$ 40.38	$ 41.38	$ 42.41	$ 43.48	$ 44.57	$ 45.68	$ 46.82	Hourly
	$ 2,927.20	$ 3,000.00	$ 3,074.40	$ 3,151.20	$ 3,230.40	$ 3,310.40	$ 3,392.80	$ 3,478.40	$ 3,565.60	$ 3,654.40	$ 3,745.60	Approx Bi-Wk
	$ 6,342.27	$ 6,500.00	$ 6,661.20	$ 6,827.60	$ 6,999.20	$ 7,172.53	$ 7,351.07	$ 7,536.53	$ 7,725.47	$ 7,917.87	$ 8,115.47	Approx. Mon
	$ 76,107.20	$ 78,000.00	$ 79,934.40	$ 81,931.20	$ 83,990.40	$ 86,070.40	$ 88,212.80	$ 90,438.40	$ 92,705.60	$ 95,014.40	$ 97,385.60	Annual

APPENDIX D

SPECIALIZED FIRE SERVICES UNIT
CLASSIFICATIONS ELIGIBLE FOR CERTIFICATE DIFFERENTIAL
QUALIFYING CERTIFICATES OF COMPLETION BY CERTIFYING AGENCY

Classification(s)	California State Fire Marshal	FEMA	CALEMA	IAEM	CAL VOLUNTEERS
Fire Prevention Officer/Trainee	• Fire Prevention Class 1A and 1B				
Fire Prevention Specialist	• Fire Prevention Class 1A and 1B • Fire Prevention Specialist				
Fire Prevention Officer/Specialist - Arson	• Fire Prevention Class 1A and 1B • Fire Prevention Specialist • Fire Investigator I • Fire Investigator II				
Fire Prevention Supervisor and Fire Prevention Supervisor - Arson	• Fire Prevention Class 1A and 1B • Fire Prevention Specialist • Fire Investigator I • Fire Investigator II				
Senior Plans Examiner	• Fire Prevention Class 1A and 1B • Plans Examiner				
Emergency Services Officer		• Certified Trainer - ICS 300 • Certified Trainer - ICS 400 • Master Exercise Practitioner Program Certification	• Emergency Management Specialist Certification • Emergency Management/ Responder Credential Program • Master Exercise Practitioner Program Certification	• Certified Emergency Manager	• CERT Train-the-Trainer Instructor • CERT Program Manager Instructor
For each bulleted item above, successful completion of the specified class or classes (e.g., Fire Prevention Class 1A and 1B) would qualify for the certification differential					