

**Twentynine Palms Water District/County  
Fire Application for Reorganization  
Including Plan for Service, Fiscal Impact  
Analysis (Five-Year Projection),  
Employee/Property Transition Plan,  
Letter Dated February 2, 2016  
From Gary McBride,  
County Chief Financial Officer,  
Twenty-Nine Palms Band of Mission  
Indians Consent Resolution  
and Supplemental Data**

**Attachment 2**

**RESOLUTION NO. 15-14**

**A RESOLUTION OF APPLICATION BY THE BOARD OF DIRECTORS OF THE TWENTYNINE PALMS WATER DISTRICT, AS THE GOVERNING BODY OF THE TWENTYNINE PALMS FIRE DEPARTMENT, REQUESTING THE LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS FOR A SPHERE OF INFLUENCE AMENDMENT AND REORGANIZATION OF THE TWENTYNINE PALMS FIRE DEPARTMENT AND SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT AS MORE SPECIFICALLY DESCRIBED BELOW**

**WHEREAS**, the Board of Directors for the Twentynine Palms Fire Department ("Department") desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with Section 56000 of the California Government Code, for:

1. A sphere of influence amendment for the San Bernardino County Fire Protection District ("SBCFPD"); and
2. A reorganization proposal to include, but not limited to, annexation to the SBCFPD and its South Desert Service Zone and Service Zone FP-5, and divestiture of the fire functions of the Twentynine Palms Water District designating SBCFPD South Desert Service Zone and Service Zone FP-5, as appropriate, as the successor agency, as more specifically described in the District's application attached hereto; and

**WHEREAS**, the territory proposed for the reorganization is legally inhabited and a description of the boundaries for all actions is set forth in the District's application attached hereto, and by this reference incorporated herein; and

**WHEREAS**, the proposed reorganization does not conflict with any existing sphere of influence as the proposed change includes an amendment to the SBCFPD's sphere of influence to accommodate the proposed reorganization; and

**WHEREAS**, it is desired that the proposed reorganization be subject to the following terms and conditions:

1. As a function of the reorganization, to include Divestiture of the fire function of the Twentynine Palms Water District (hereafter identified as the "Department"), a condition of approval shall be included designating SBCFPD South Desert Service Zone as the successor agency for all assets attributable to the dissolving entity, including delinquent taxes, and any and all other collections or assets of the Department to be dissolved, shall accrue and be transferred to the Successor District, South Desert Service Zone of SBCFPD, pursuant to the provisions of Government Code Section 56810. The Successor District shall succeed to all rights, duties, responsibilities, properties (both real and personal), contracts, equipment, assets, liabilities, obligations, functions, executory provisions, entitlements, permits and approvals of the dissolving Department, except as otherwise outlined in the Conditions of Approval by the Local Agency Formation Commission ("LAFCO").

2. As a function of the reorganization, to include Divestiture of the Fire Function of the District, a Condition of Approval shall be included addressing the repayment of the unfunded retirement liability of the Department to the California Public Employees' Retirement System ("CalPERS") from revenues solely within the boundaries of the Department through creation of a separate Service Zone.

3. As a function of the reorganization, subject to the applicable Condition of Approval to be adopted by LAFCO, it is anticipated that the Special Parcel Tax of the Department will be extinguished and replaced by annexation to an existing SBCFPD Special Tax Service Zone, referred to as FP-5, which is currently set in amount of \$143.92 and is subject to an annual 3% cost of living adjustment

4. The territory identified as the dissolving Department designating the successor agency SBCFPD South Desert Service Zone shall function under Division 2.5 of the Health and Safety Code for the provision of emergency medical services. The reorganization shall not reduce the geographic size, scope or boundaries of any existing EOA's as currently operated.

5. The appropriation limit of the SBCFPD South Desert Service Zone and Service Zone FP-5 shall be increased by the appropriation limit of the dissolving department.

6. All previously authorized charges, fees, assessments, and/or taxes currently in effect, now levied or collected by the dissolving Department, including improvement or assessment districts thereof, shall continue to be levied and collected by the successor agency.

7. Indebtedness of the Department shall remain the legal obligation of only the lands and areas that incurred such indebtedness.

8. The standard terms and conditions imposed by LAFCO upon all proposals or such additional conditions as may be deemed appropriate or necessary by LAFCO in its consideration.

**WHEREAS**, the reason for the sphere of influence amendment and proposed reorganization is to maintain the existing levels of services while providing for a sustainable revenue source to provide for said service and other related services within the territory of the former Department.

**NOW, THEREFORE, BE IT RESOLVED** that this Resolution of Application is hereby approved and adopted by the Board of Directors of the Twentynine Palms Water District, as the governing body of the Twentynine Palms Fire Department; and the Local Agency Formation Commission for San Bernardino County is hereby requested to take proceedings for the sphere of influence review and proposed reorganization as

described in the Department's application, in the manner provided by the Cortese-Know-Hertzberg Local Government Reorganization Act of 2000.

1. This Resolution of Application includes, but it not necessarily limited to, the following documents attached hereto and incorporated herein by reference: Plan For Service; Transition Plan; and Financing Plan showing at least five (5) years of projected revenues and expenditures.

2. The Secretary of the Board of Directors of the Twentynine Palms Water District, as the governing body of the Twentynine Palms Fire Department, is hereby authorized and directed to take such other actions and execute such other documents on behalf of the Department as may be necessary to accomplish the subject sphere of influence amendment reorganization.

3. The Department acknowledges and agrees to the Local Agency Formation Commission for San Bernardino County's requirement for imposing legal indemnification as outlined in Policies 10 and 11 of its Accounting and Financial Division of its Policy and Procedure Manual adopted June 2012.

4. This Resolution shall become effective upon its adoption.

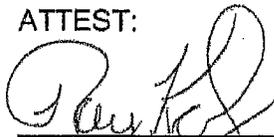
**PASSED AND ADOPTED** by the Board of Directors of the Twentynine Palms Water District, as the governing body of the Twentynine Palms Fire Department this 26th day of August, 2015 by the following vote:

|          |  |
|----------|--|
| Ayes:    | Directors Chambers, Horn, and Shinaver |
| Noes:    | Director Giannini                      |
| Abstain: | None                                   |
| Absent:  | Director Moore                         |

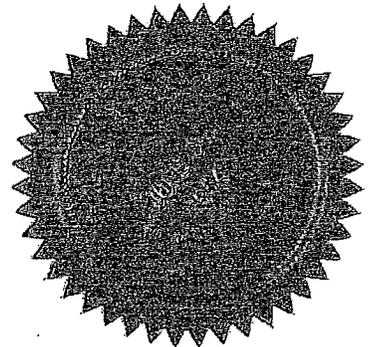


Chancey Chambers, Vice President  
Twentynine Palms Water District

ATTEST:



Ray Kolisz, Board Secretary  
Twentynine Palms Water District



**REPORT/RECOMMENDATION TO THE BOARD OF DIRECTORS  
OF THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT  
AND RECORD OF ACTION**

September 15, 2015

**FROM: MARK A. HARTWIG, Fire Chief/Fire Warden  
San Bernardino County Fire Protection District**

**SUBJECT: RESOLUTION FOR REORGANIZATION OF THE FIRE DEPARTMENT OF THE  
TWENTYNINE PALMS WATER DISTRICT WITH SAN BERNARDINO COUNTY  
FIRE PROTECTION DISTRICT**

**RECOMMENDATION(S)**

Acting as the governing body of the San Bernardino County Fire Protection District (SBCFPD), adopt **Resolution No. 2015-182** requesting the Local Agency Formation Commission to commence proceedings for reorganization of the Fire Department of the Twentynine Palms Water District for annexation to SBCFPD.  
(Presenter: James Johnstone, Deputy Chief, 387-5779)

**BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES**

**Pursue County Goals and Objectives by Working with Other Agencies.  
Provide for the Safety, Health and Social Service Needs of County Residents.**

**FINANCIAL IMPACT**

Approval of this request for the Local Agency Formation Commission (LAFCO) to conduct the necessary proceedings for reorganization of the Fire Department of the Twentynine Palms Water District (TPWD) into SBCFPD will not result in the use of additional Discretionary General Funding (Net County Cost).

As a part of the LAFCO proceedings, an agreement will be developed to transfer a percentage of the TPWD ad valorem property tax to SBCFPD for fire protection services as required by the Revenue and Taxation Code. In addition, the territory of the annexation is proposed to be included in Service Zone FP-5 of SBCFPD subject to its existing parcel tax to ensure financial support for the agreed upon service level for the area.

**BACKGROUND INFORMATION**

On August 26, 2015, the Board of Directors of TPWD adopted a resolution requesting LAFCO to take proceedings for a sphere of influence amendment and reorganization of the Fire Department of TPWD. The reorganization proposal includes, but is not limited to, the divestiture of the fire protection functions of TPWD, as well as annexation of the subject territory into SBCFPD, its South Desert Regional Service Zone and Service Zone FP-5. On August 19, 2015, the City Council of the City of Twentynine Palms adopted a resolution in support of TPWD's action.

**RECEIVED**  
SEP 22 2015

**LAFCO**  
San Bernardino County

cc: w/resolution  
SBCFPD-Hartwig  
SBCFPD-Johnstone  
LAFCO-Rollins-McDonald  
CAO-Forster  
File - SDD/SBCFPD w/attach  
jr 9/16/15

**ITEM 79**

Record of Action of the Board of Directors  
**APPROVED (CONSENT CALENDAR)**  
COUNTY OF SAN BERNARDINO  
San Bernardino County Fire Protection District

|        |             |            |            |               |            |
|--------|-------------|------------|------------|---------------|------------|
| MOTION | <u>MOVE</u> | <u>AYE</u> | <u>AYE</u> | <u>SECOND</u> | <u>AYE</u> |
|        |             | 2          | 3          | 4             | 5          |

LAURA H. WELCH, SECRETARY

BY \_\_\_\_\_

DATED: September 15, 2015

**RESOLUTION FOR REORGANIZATION OF THE FIRE DEPARTMENT OF  
THE TWENTYNINE PALMS WATER DISTRICT WITH SAN BERNARDINO  
COUNTY FIRE PROTECTION DISTRICT  
SEPTEMBER 15, 2015  
PAGE 2 OF 2**

SBCFPD is required to adopt a substantially similar resolution requesting LAFCO to commence proceedings for this reorganization; the recommended resolution will serve as the formal request for LAFCO to engage in the necessary proceedings.

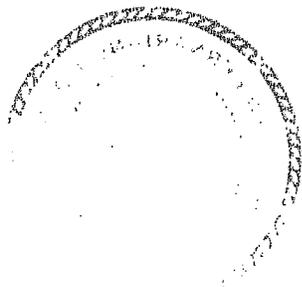
The proposed reorganization will permit the subject agencies to streamline fire protection services to the subject territory, primarily within the City of Twentynine Palms. The reorganization of SBCFPD and annexation of TPWD into SBCFPD would result in the complete assumption of fire protection services by SBCFPD for the TPWD. Following completion of the reorganization and annexation proceedings, and execution of the property tax reallocation agreement, the TPWD will have no further funding obligations for fire suppression or emergency services within the territory.

**PROCUREMENT**

N/A

**REVIEW BY OTHERS**

This item has been reviewed by County Counsel (Carol Greene, Deputy County Counsel, 387-5455) on August 24, 2015; LAFCO (Kathleen Rollings-McDonald, Executive Officer, 383-9900) on August 24, 2015; Finance (Tom Forster, Administrative Analyst, 387-4635), on August 27, 2015; and County Finance and Administration (Valerie Clay, Deputy Executive Officer, 387-5423) on August 31, 2015.



SEP 15 2015  
10:00 AM  
COUNTY CLERK

**RESOLUTION NO. 2015-182**

**RESOLUTION OF APPLICATION BY THE BOARD OF DIRECTORS OF SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT REQUESTING THE LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS FOR A SPHERE OF INFLUENCE AMENDMENT AND FOR REORGANIZATION OF THE FIRE DEPARTMENT OF THE TWENTYNINE PALMS WATER DISTRICT WITH THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT**

On Tuesday September 15, 2015, on motion of Director Lovingood, duly seconded by Director Hagman and carried, the following resolution is adopted by the Board of Directors of San Bernardino County Fire Protection District.

WHEREAS, The Board of Directors of the Twentynine Palms Water District has adopted Resolution No. 15-14, on August 26, 2015 requesting the Local Agency Formation Commission (LAFCO) to take proceedings for:

1. A sphere of influence amendment for the San Bernardino County Fire Protection District; and,
2. A reorganization proposal to include, but not be limited to, the divestiture of the fire protection functions of the Twentynine Palms Water District, the annexation of the territory in which the Twentynine Palms Water District currently provides fire protection services to the San Bernardino County Fire Protection District, its South Desert Service Zone and its Service Zone FP-5; and,

WHEREAS, the proposed reorganization will not conflict with any existing sphere of influence as the proposed change includes an amendment to the Fire Department of the Twentynine Palms Water District and the San Bernardino County Fire Protection District spheres of influence to accommodate the proposed reorganization; and,

WHEREAS, it is desired that the proposed reorganization be subject to the standard terms and conditions imposed by the Local Agency Formation Commission upon all proposals or such additional conditions as may be deemed appropriate or necessary by the Local Agency Formation Commission in its consideration; and,

WHEREAS, the reasons for this sphere of influence amendment and proposed reorganization are to permit the subject agencies to streamline fire protection services to the subject territory so as to provide orderly growth and development within the subject territory; and to permit all agencies authorized to provide the scope of municipal services to extend their boundaries to cover the subject territory in one action; and,

WHEREAS, All legal prerequisites to the adoption of this Resolution have occurred; and,

WHEREAS, The San Bernardino County Fire Protection District recognizes the City of Twentynine Palms City Council Resolution No. 15-14;

NOW THEREFORE, BE IT RESOLVED BY THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT BOARD OF DIRECTORS AS FOLLOWS:

- Section 1. This resolution is hereby adopted and approved by the Board of Directors of the San Bernardino County Fire Protection District. The Local Agency Formation Commission of San Bernardino County is hereby requested to take proceedings for the sphere of influence amendment and reorganization of territory as described above, according to the terms and conditions stated

above, and in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

Section 2. The San Bernardino County Fire Protection District acknowledges and agrees to the Local Agency Formation Commission for San Bernardino County's requirement for imposing legal indemnification as outlined in Section II Financial Accounting, Chapter 2 Financial Policies for Application Processing, Policy 3 -- Indemnification of its Policy and Procedure Manual adopted August 19, 2015.

PASSED AND ADOPTED by the Board of Directors of the County of San Bernardino, State of California, by the following vote:

|         |            |  |
|---------|------------|--|
| AYES:   | DIRECTORS: | Lovingood, Rutherford, Ramos, Hagman, Gonzales |
| NOES:   | DIRECTORS: | None   |
| ABSENT: | DIRECTORS: | None   |

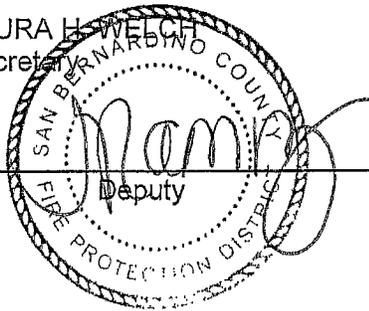
\*\*\*\*\*

STATE OF CALIFORNIA            )  
  )        ss.  
COUNTY OF SAN BERNARDINO    )

I, **LAURA H. WELCH**, Secretary of the Board of Directors of the San Bernardino County Fire Protection District, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Directors, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of September 15, 2015. #79 jr

LAURA H. WELCH  
Secretary

By \_\_\_\_\_



**RECEIVED**  
SEP. 23 2015

**LAFCO**  
San Bernardino County

**SAN BERNARDINO LAFCO  
APPLICATION AND PRELIMINARY  
ENVIRONMENTAL DESCRIPTION FORM**

**INTRODUCTION:** The questions on this form and its supplements are designed to obtain enough data about the application to allow the San Bernardino LAFCO, its staff and others to adequately assess the proposal. By taking the time to fully respond to the questions on the forms, you can reduce the processing time for your proposal. You may also include any additional information which you believe is pertinent. Use additional sheets where necessary, or attach any relevant documents.

**GENERAL INFORMATION**

1. **NAME OF PROPOSAL:** Twentynine Palms Water District (hereafter known as TPWD), as the governing body of Twentynine Palms Fire Department, requesting the Local Agency Formation Commission to take proceedings for a sphere of influence amendment and reorganization of the Twentynine Palms Fire Department and San Bernardino County Fire Protection District (hereafter known as SBCFPD ) as more specifically described below:
2. **NAME OF APPLICANT:** Twentynine Palms Water District  
**APPLICANT TYPE:**  Landowner  Local Agency  
 Registered Voter  Other \_\_\_\_\_  
**MAILING ADDRESS:** 72401 Hatch Road  
 Twentynine Palms CA, 92277  
**PHONE:** (760) 367-7546  
**FAX:** (760) 367-6612  
**E-MAIL ADDRESS:** jthompson@29palmsfire.org
3. **GENERAL LOCATION OF PROPOSAL:** The TPWD boundaries as currently defined and in force. The TPWD is located in the south desert region of the County and is generally bordered by the Joshua Tree National Park on the south, the Joshua Basin Water District on the west, the Twentynine Palms Marine Corps Base on the north, and the Wonder Valley community, defined by County Service Area 70 Zone M, on the east. The City of Twentynine Palms, except that portion of the city located on the Twentynine Palms Marine Corps Base, is located within the boundaries of the TPWD.
4. Does the application possess 100% written consent of each landowner in the subject territory?  
 YES  NO  If YES, provide written authorization for change.
5. Indicate the reason(s) that the proposed action has been requested. The purpose of the proposal is to maintain, or improve, the existing level of fire protection and emergency medical services while providing for a sustainable revenue source to provide for said service and other related services within the territory of the TPWD.

**LAND USE AND DEVELOPMENT POTENTIAL**

1. Total land area of subject territory (defined in acres): 56,919

2. Current dwelling units within area classified by type (single-family residential, multi-family [duplex, four-plex, 10-unit], apartments)  
Single Family Residential: 6,586  
Multi-Family (2-4 Units): 2181  
Multi-Family (5 units plus): 588  
Mobile Homes: 307  
Source: California DOF, E-5, 2014

3. Approximate current population within area: 17,974 (based on the 2010 Census)

4. Indicate the General Plan designation(s) of the affected city (if any) and uses permitted by this designation(s): The City of Twentynine Palms - Open Space Residential, Rural Living, Single-Family Residential, Multi-Family Residential, Commercial, Industrial, Floodway, Tribal Land, and Public.

San Bernardino County General Plan designation(s) and uses permitted by this designation(s): Rural Living, Resource Conversation, Commercial, and Institutional.

5. Describe any special land use concerns expressed in the above plans. In addition, for a City Annexation or Reorganization, provide a discussion of the land use plan's consistency with the regional transportation plan as adopted pursuant to Government Code Section 65080 for the subject territory: The proposal will have no direct effect on the land use designations.

6. Indicate the existing use of the subject territory. The proposal will have no direct effect on the existing land use designations.

What is the proposed land use? The proposal does not propose any changes to the existing land use designations.

7. Will the proposal require public services from any agency or district which is currently operating at or near capacity (including sewer, water, police, fire, or schools)? YES  NO  If YES, please explain.

8. On the following list, indicate if any portion of the territory contains the following by placing a checkmark next to the item:

- |  |  |
|--|--|
| <input type="checkbox"/> Agricultural Land Uses                                      | <input type="checkbox"/> Agricultural Preserve Designation       |
| <input type="checkbox"/> Williamson Act Contract                                     | <input type="checkbox"/> Area where Special Permits are Required |
| <input type="checkbox"/> Any other unusual features of the area or permits required: |  |

9. Provide a narrative response to the following factor of consideration as identified in §56668(p): *The extent to which the proposal will promote environmental justice. As used in this subdivision, "environmental justice" means the fair treatment of people of all races, cultures, and incomes with respect to the location of public facilities and the provision of public services:*

With respect to environmental justice, the proposal provides for the continuation of existing fire protection and emergency medical services within the area and will not result in the unfair treatment of any person based upon race, culture or income.

**ENVIRONMENTAL INFORMATION**

1. Provide general description of topography. The TPWD is located in the Morongo Basin which forms the southwestern corner of the Mojave Desert. This basin includes Joshua Tree National Park and

the Marine Corps Air Ground Combat Center. The Mojave Desert is separated from the Sonoran Desert to the south by the Little San Bernardino and Eagle Mountains, which are extensions of the Transverse Ranges. The western Mojave Desert is a flat, sparsely vegetated region that is interspersed with mountain ranges and dry lakes. The area is part of the high desert, large portions of which are at elevations between 2,500 and 4,000 feet above mean sea level.

2. Describe any existing improvements on the subject territory as % of total area.

|             |     |              |     |
|-------------|-----|--------------|-----|
| Residential | 28% | Agricultural | 0%  |
| Commercial  | 2%  | Vacant       | 54% |
| Industrial  | 1%  | Other        | 15% |

3. Describe the surrounding land uses:

|       |                                 |
|-------|---------------------------------|
| NORTH | Federal – Military Installation |
| EAST  | Rural Living - Unincorporated   |
| SOUTH | Federal – National Park         |
| WEST  | Rural Living - Unincorporated   |

4. Describe site alterations that will be produced by improvement projects associated with this proposed action (installation of water facilities, sewer facilities, grading, flow channelization, etc.).

N/A

5. Will service extensions accomplished by this proposal induce growth on this site? YES   
NO  Adjacent sites? YES  NO  Unincorporated  Incorporated

6. Are there any existing out-of-agency service contracts/agreements within the area? YES   
NO  If YES, please identify.

7. Is this proposal a part of a larger project or series of projects? YES  NO  If YES, please explain.

**NOTICES**

Please provide the names and addresses of persons who are to be furnished mailed notice of the hearing(s) and receive copies of the agenda and staff report.

|          |  |               |                |
|----------|--|---------------|----------------|
| NAME     | Kerron E. Moore, President, TPWD             | TELEPHONE NO. | (760) 367-7546 |
| ADDRESS: | 72401 Hatch Road, Twentynine Palms, CA 92277 |               |                |

|          |  |               |                |
|----------|--|---------------|----------------|
| NAME     | Ray Kolisz, General Manager, TPWD            | TELEPHONE NO. | (760) 367-7546 |
| ADDRESS: | 72401 Hatch Road, Twentynine Palms, CA 92277 |               |                |

|          |   |               |                |
|----------|---|---------------|----------------|
| NAME     | Jim Thompson, Fire Chief, TFPD              | TELEPHONE NO. | (760) 367-2150 |
| ADDRESS: | 6560 Adobe Road, Twentynine Palms, CA 92277 |               |                |

|          |  |               |                |
|----------|--|---------------|----------------|
| NAME     | Mark Hartwig, Fire Chief, SBCFPD                           | TELEPHONE NO. | (909) 387-5779 |
| ADDRESS: | 157 West 5 <sup>th</sup> St, San Bernardino, CA 92415-0451 |               |                |

|          |  |               |                |
|----------|--|---------------|----------------|
| NAME     | John Chamberlin, Division Chief, SBCFPD              | TELEPHONE NO. | (760) 365-3335 |
| ADDRESS: | 6942 Airway Avenue, Suite A, Yucca Valley, Ca. 92284 |               |                |

NAME Frank Luckino, City Manager, City of 29 Palms TELEPHONE NO. (760) 367-6799  
ADDRESS: 6136 Adobe Road, Twentynine Palms, CA 92277

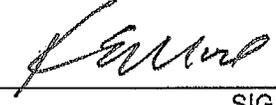
**CERTIFICATION**

As a part of this application, the Twentynine Palms Water District (the applicant) agree to defend, indemnify, hold harmless, promptly reimburse San Bernardino LAFCO for all reasonable expenses and attorney fees, and release San Bernardino LAFCO, its agents, officers, attorneys, and employees from any claim, action, proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it.

This indemnification obligation shall include, but not be limited to, damages, penalties, fines and other costs imposed upon or incurred by San Bernardino LAFCO should San Bernardino LAFCO be named as a party in any litigation or administrative proceeding in connection with this application.

As the person signing this application, I will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. I understand that if this application is approved, the Commission will impose a condition requiring the applicant and/or the real party in interest to indemnify, hold harmless and reimburse the Commission for all legal actions that might be initiated as a result of that approval.

I hereby certify that the statements furnished above and in the attached supplements and exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief.

DATE 9/22/2015   
SIGNATURE

Kerron E. Moore, President  
Board of Directors  
Twentynine Palms Water District

PLEASE CHECK SUPPLEMENTAL FORMS ATTACHED:

- ANNEXATION, DETACHMENT, REORGANIZATION SUPPLEMENT
- SPHERE OF INFLUENCE CHANGE SUPPLEMENT
- CITY INCORPORATION SUPPLEMENT
- FORMATION OF A SPECIAL DISTRICT SUPPLEMENT
- ACTIVATION OR DIVESTITURE OF FUNCTIONS AND/OR SERVICES FOR SPECIAL DISTRICTS SUPPLEMENT

## SUPPLEMENT ANNEXATION, DETACHMENT, REORGANIZATION PROPOSALS

**INTRODUCTION:** The questions on this form are designed to obtain data about the specific annexation, detachment and/or reorganization proposal to allow the San Bernardino LAFCO, its staff and others to adequately assess the proposal. You may also include any additional information which you believe is pertinent. Use additional sheets where necessary, and/or include any relevant documents.

1. Please identify the agencies involved in the proposal by proposed action:

ANNEXED TO  
San Bernardino County Fire  
Protection District  
(South Desert Service Zone)  
157 West Fifth Street  
San Bernardino, CA 92415-0451

DETACHED FROM  
Twentynine Palms Water District  
72401 Hatch Road  
Twentynine Palms, CA 92277

2. For a city annexation, State law requires pre-zoning of the territory proposed for annexation. Provide a response to the following:

- a. Has pre-zoning been completed? YES  NO   
b. If the response to "a" is NO, is the area in the process of pre-zoning? YES  NO

Identify below the pre-zoning classification, title, and densities permitted. If the pre-zoning process is underway, identify the timing for completion of the process.

N/A

3. For a city annexation, would the proposal create a totally or substantially surrounded island of unincorporated territory?  
YES  NO  If YES, please provide a written justification for the proposed boundary configuration.

N/A

4. Will the territory proposed for change be subject to any new or additional special taxes, any new assessment districts, or fees?

Yes. The territory would be overlaid with the existing San Bernardino County Fire Protection District Service Zone FP-5 special parcel tax for fire and emergency medical services.

5. Will the territory be relieved of any existing special taxes, assessments, district charges or fees required by the agencies to be detached?

Yes. The territory would be relieved of the existing Twentynine Palms Water District Ordinance 89 special parcel tax for fire and emergency medical services.

6. If a Williamson Act Contract(s) exists within the area proposed for annexation to a City, please provide a copy of the original contract, the notice of non-renewal (if appropriate) and any protest to the contract filed with the County by the City. Please provide an outline of the City's anticipated actions with regard to this contract.

N/A

7. Provide a description of how the proposed change will assist the annexing agency in achieving its fair share of regional housing needs as determined by SCAG.

N/A

8. **PLAN FOR SERVICES:**

For each item identified for a change in service provider, a narrative "Plan for Service" (required by Government Code Section 56653) must be submitted. This plan shall, at a minimum, respond to each of the following questions and be signed and certified by an official of the annexing agency or agencies.

- A. A description of the level and range of each service to be provided to the affected territory.
- B. An indication of when the service can be feasibly extended to the affected territory.
- C. An identification of any improvement or upgrading of structures, roads, water or sewer facilities, other infrastructure, or other conditions the affected agency would impose upon the affected territory.
- D. The Plan shall include a Fiscal Impact Analysis which shows the estimated cost of extending the service and a description of how the service or required improvements will be financed. The Fiscal Impact Analysis shall provide, at a minimum, a five (5)-year projection of revenues and expenditures. A narrative discussion of the sufficiency of revenues for anticipated service extensions and operations is required.
- E. An indication of whether the annexing territory is, or will be, proposed for inclusion within an existing or proposed improvement zone/district, redevelopment area, assessment district, or community facilities district.
- F. If retail water service is to be provided through this change, provide a description of the timely availability of water for projected needs within the area based upon factors identified in Government Code Section 65352.5 (as required by Government Code Section 56668(k)).

**CERTIFICATION**

As a part of this application, the Twentynine Palms Water District (the applicant) agree to defend, indemnify, hold harmless, promptly reimburse San Bernardino LAFCO for all reasonable expenses and attorney fees, and release San Bernardino LAFCO, its agents, officers, attorneys, and employees from any claim, action, proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it.

This Indemnification obligation shall include, but not be limited to, damages, penalties, fines and other costs imposed upon or incurred by San Bernardino LAFCO should San Bernardino LAFCO be named as a party in any litigation or administrative proceeding in connection with this application.

As the person signing this application, I will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. I understand that if this application is approved, the Commission will impose a condition requiring the applicant and/or the real party in interest to indemnify, hold harmless and reimburse the Commission for all legal actions that might be initiated as a result of that approval.

As the proponent, I acknowledge that annexation to the San Bernardino County Fire Protection District may result in the imposition of taxes, fees, and assessments existing within the (city or district) on the effective date of the change of organization. I hereby waive any rights I may have under Articles XIIC and XIID of the State Constitution (Proposition 218) to a hearing, assessment ballot processing or an election on those existing taxes, fees and assessments.

I hereby certify that the statements furnished above and the documents attached to this form present the data and information required to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief.

DATE 9/22/2015

  
\_\_\_\_\_  
SIGNATURE

Kerron E. Moore, President  
Board of Directors  
Twentynine Palms Water District

/REVISED: krm - 8/19/2015

**SUPPLEMENT  
SPECIAL DISTRICT SERVICES  
ACTIVATION OR DIVESTITURE OF FUNCTION/SERVICE**

**INTRODUCTION:** The questions on this form are designed to obtain data about the specific service(s) requested to be authorized for the district. The purpose is to allow the Commission, staff and others to adequately assess the proposal. You may also include any additional information which you believe is pertinent, using additional sheets, where necessary, and including any relevant documents.

1. Please identify the function(s)/service(s) proposed for activation:

**Example:**      *(Function) Water*                              *(Service) Retail, wholesale, domestic, industrial,  
irrigation, fire protection, sanitation*

**FUNCTION**  
Divestiture of Fire

**SERVICE**  
Structural, watershed, first aid, rescue,  
prevention, inspection

2. Provide a statement of the reason(s) for the proposal which shall include, but not be limited to, a description of any existing service deficiency, general plan determinations (existing or anticipated change necessitating service), anticipated growth rate (please identify source of data), topography, etc.

The current provision of fire protection and emergency medical services was reduced from two staffed fire stations to one staffed fire station on June 1, 2013 due to the lack of a sustainable revenue source. Without a change of governance, further reductions in service will have to be implemented on July 1, 2016.

3. What service(s) was the District authorized to provide at the time of its formation? (Would be identified in final resolution approving formation or included in election decision – a copy of this document may be attached to fulfill this requirement.)

In 1954 the Twentynine Palms County Water District was formed and immediately purchased three private water companies. Their wells, storage facilities, and piping served as the initial water system for the District. In 1958 the Twentynine Palms County Water District began to provide fire protection services, under the name Twentynine Palms Fire Department, after the California Department of Forestry ceased providing local fire protection.

4. Provide an identification of any multiple purpose districts within the area authorized to provide the identified function/service activation. Include a description as to why the preferred choice has been made.

There is no multiple purpose district within the area authorized to provide the identified fire function. The San Bernardino County Fire Protection District, South Desert Service Zone is a single purpose district for the fire function and authorized to provide the following services:

Structural, watershed, prevention, inspection, suppression, weed abatement, hazardous materials services, rescue, first aid, paramedic, ambulance transportation, emergency response, and disaster preparedness planning.

5. PLAN FOR SERVICES:

The requirements for the Plan for Service are outlined in Government Code Section 56824.12 and are summarized below:

1. The total estimated cost to provide the new or different function or class of service within the District's boundaries. This projection shall be, at a minimum, for a five-year period.
2. The estimated cost of the new or different function or service to existing customers within the district's jurisdictional boundaries. (The cost can be identified by customer class).
3. An identification of existing providers, if any, of the function(s)/service(s) and the potential fiscal impact of this activation to the customers of those providers.
4. A plan for financing the establishment of the new or different function/service within the district's jurisdictional boundaries. A five-year projection of revenues (at a minimum) with discussion about the sufficiency of revenues to fund the anticipated ongoing maintenance and operation of the service is required. This plan should include:
  - a. An indication of whether territory is or will be proposed for inclusion within a proposed improvement zone/district, assessment district, or community facilities district to fund the service.
  - b. If retail water service is proposed to be activated through this action, provide a description of the timely availability of water for projected needs within the area. (The response should be patterned after the factors identified in Government Code Section 65352.5 related to an Urban Water Management Plan.)
5. A discussion of the alternatives to the establishment of the new or different service within the District's boundaries/service area.

This plan shall, at a minimum, respond to each of the items identified above and shall be signed and certified as to its completeness and accuracy by an official of the requesting agency.

**CERTIFICATION**

As a part of this application, the Twentynine Palms Water District agrees to defend, indemnify, hold harmless, promptly reimburse San Bernardino LAFCO for all reasonable expenses and attorney fees, and release San Bernardino LAFCO, its agents, officers, attorneys, and employees from any claim, action, proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it.

This indemnification obligation shall include, but not be limited to, damages, penalties, fines and other costs imposed upon or incurred by San Bernardino LAFCO should San Bernardino LAFCO be named as a party in any litigation or administrative proceeding in connection with this application.

The district signing this application will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. I understand that if this application is approved, the Commission

will impose a condition requiring the proponent to indemnify, hold harmless and reimburse the Commission for all legal actions that might be initiated as a result of that approval.

I hereby certify that the statements furnished above and in any attachments and exhibits hereto present the data and information required to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief

DATE 9/22/2015

  
\_\_\_\_\_  
SIGNATURE OF APPLICANT

Kerron E. Moore, President  
Board of Directors  
Twentynine Palms Water District

/Revised: krm 8/19/2015

RECEIVED  
FEB 09 2016

LAFCO  
San Bernardino County



Annexation Proposal for the  
Community of  
Twentynine Palms

Plan for Service  
September 18<sup>th</sup>, 2015

## **Background:**

### **History-**

The Twentynine Palms Fire Department was formed on August 7<sup>th</sup>, 1958, by the County Water Board, under the auspice of providing fire protection services to the community of Twentynine Palms. The California Department of Forestry had relocated their operations to their new facility in the area of Yucca Valley and left a service delivery gap in the community of Twenty Nine Palms.

Over time the Twentynine Palms Fire Department evolved into a two station fully staffed BLS (Basic Life Support) service delivery model, providing fire, rescue and EMS functions to the citizens of the City of Twentynine Palms and surrounding communities.

Through attrition and funding shortfalls the foundation for service has eroded and there are currently 5 full time personnel (including the Fire Chief), providing constant staffing in compliance with OSHA 29 CFR, Part 1910.134 (g)(3)&(4), California Code of Regulations: 8 CCR § 5144 (g) (3)(4) and N.F.P.A. 1500 (2007 edition) 2 in, 2 out standards, augmented by a small Paid Call Firefighter and volunteer force.

### **Recent Activities-**

On June 8<sup>th</sup>, 2015, the Twentynine Palms Water District and the Twentynine Palms City Council voted on recommendations from the Twentynine Palms Fire Department Fire Chief Jim Thompson and City Manager Frank Luckino, to form a 4-person ADHOC committee with two representatives each from the City of Twentynine Palms and Twentynine Palms Water District Board.

From the Water District, Board Chair Kerron "Sam" Moore and Director Carol Giannini were selected and from the City, Mayor Pro-Tem Daniel Mintz Sr. and Councilmember John Cole.

The first ADHOC meeting was held at the Twentynine Palms Water District chambers, with all ADHOC committee members present, along with Twentynine

Palms City Manager Luckino, Twentynine Palms Fire Chief Thompson, San Bernardino County Fire District Division Chief Chamberlin and Twentynine Palms Water District Finance Manager Byerrum. The focus of this presentation was the past history and current situational update of the Twentynine Palms Fire Department. This also included a historical documentation of pre and post proposition 218 funding, along with both successful and unsuccessful tax measures with results.

The second ADHOC meeting was held at the Twentynine Palms City Council chambers on July 20<sup>th</sup>, 2015 (1000 hours) with all ADHOC members, along with Twentynine Palms City Manager Luckino, Twentynine Palms Fire Chief Thompson, San Bernardino County Fire District Division Chief Chamberlin and Twentynine Palms Water District Finance Manager Byerrum present. This meeting encompassed the San Bernardino County Fire District service delivery model and funding option.

At the conclusion of this meeting, Twentynine Palms Water District Board Chair Moore indicated that a special meeting would be called at the Twentynine Palms Water District for further consideration of a LAFCO application.

On August 5<sup>th</sup>, 2015, the Twentynine Palms Water District convened a special meeting for consideration of a LAFCO annexation application. The meeting heard presentations from both Twentynine Palms Fire Chief Thompson and San Bernardino County Fire District Division Chief Chamberlin on history and service models.

At the end of the meeting, a motion was made and carried on a 4-1 Vote with Director Giannini dissenting to establish the initial application packet for consideration by LAFCO with a target transitional date of July 1<sup>st</sup>, 2016 for service.

On August 19<sup>th</sup>, 2015 the Twentynine Palms City Council called a special meeting for consideration of a Resolution of support for a LAFCO application for annexation of the Twentynine Palms Fire Department into the San Bernardino County Fire District, with divestiture of the City of Twentynine Palms' interest in providing such services under the City's general plan.

Presentations were made by Twentynine Palms City Manager Luckino and San Bernardino County Fire District Division Chief Chamberlin and the vote carried forward in support of the resolution by a 4-1 vote with Councilmember Heiser dissenting.

On August 26<sup>th</sup>, 2015 the Twentynine Palms Water Board again convened and this time voted in favor of their Resolution in support of the LAFCO annexation of the Twentynine Palms Fire Department to the San Bernardino County Fire District and divestiture of the their fire powers. (Appendix A – Twentynine Palms Water District Resolution No. 15-14)

On September 15<sup>th</sup>, 2015 the San Bernardino County Board of Supervisors, acting as the Board of the San Bernardino County Fire District, voted to adopt a Resolution in support of both the Twentynine Palms Water District and City of Twentynine Palms Resolutions, for consideration of a LAFCO application annexing the fire powers, assets, liabilities and service delivery effective July 1<sup>st</sup>, 2016, to the San Bernardino County Fire District. (Appendix B – Report/Recommendation to the Board of Directors of the San Bernardino County Fire Protection District Item # 79, Appendix C – Resolution by the Board of Directors of San Bernardino County Fire Protection District # 2016-182)

## **Financial Background:**

The Twentynine Palms Water Fire Department is a subsidiary of the Twentynine Palms Water District. Upon incorporation in November of 1996, the local community leaders decided to have the “fire powers” remain under the control and interest of the Twentynine Palms Water District. This allowed a zero 0% allocation of the ad valorem tax apportionment for fire protection.

Attached is a historical documentation of tax measures that have been proposed, approved or denied within the boundaries of the Twentynine Palms Water District since 1985.

Beginning in 1985, there was an initial assessment of \$33.85 per parcel or dwelling unit, that allowed for a Water Board approved inflationary measure and protest period. This was successful until the California voter approved Proposition 218 measure in 1996, which rolled back or negated all together special tax measures. The final termination amount for this measure in FY96/97 was \$57.00.

In June 1997, the Water District voters approved by a 72% margin a new tax starting at \$54.00. The measure was designed to be sustaining for 5 years, however, it carried the Twentynine Palms Fire Department for 8 years, until March 2005.

In March 2004, an attempt at a replacement tax with an inflationary measure was put on the ballot "Measure A". This measure began its rate at \$80.00 and had a built in 2% annual inflationary adjuster. The vote was unsuccessful garnering on 54%.

In March 2005, a replacement tax, "Measure J", was approved by the voters at a flat rate of \$80. This measure contained no inflationary assessment and has since become a direct source of fiscal erosion within the Twentynine Palms Fire Department. This measure was approved by the voters at just of 70% of the vote and has remained unchanged or adjusted in any way for the past 11 years.

In April 2012, an attempt to enhance funding called "Measure H" was defeated by the voters, only garnering 48% of the vote. This measure called for a starting rate of \$120 and an annual inflationary fixed amount of \$6 per year, for an additional ten years.

The Twentynine Palms Water District is not able to enhance the Fire Department's funding nor act as a revenue stream as they are required by law to only bill for goods and services directly related to their service delivery and mission. (Appendix D – FIRE TAX HISTORY and ASSUMPTIONS, Appendix E – Twentynine Palms Water District Board of Directors Ordinance #89)

## **Previous LAFCO Service Review**

The Twentynine Palms Water District and Fire Department underwent a LAFCO services review study, Resolution #3162 in June 2012. The study found that the funding mechanisms in place could not sustain operations and further annexation of the area by the Twentynine Palms Fire Department would not be approved due to these factors. (Appendix F – LAFCO Service Review Resolution #3162)

The Resolution further recommended transfer of Fire Powers to the City of Twentynine Palms as the service provider as outlined in Government Code Section 38611. If the City of Twentynine Palms opted to take on Fire Powers, it would have to continue service delivery to the unincorporated areas of the County, in which the Twentynine Palms Water District currently provides fire services.

The City of Twentynine Palms would then have to determine it's own best service delivery modeling by either:

- A) Providing it's fire service delivery model or;
- B) It could contract with another agency such as the County of San Bernardino or CalFire as examples.

In either example, the City of Twentynine Palms would remain responsible for the service delivery model.

Resolution #3162 also afforded an additional option to the agencies involved in that there could be a potential for annexation into the County of San Bernardino. This would transfer all Twentynine Palms Fire Department assets into the district and charge the San Bernardino County Fire District with the responsibility for service delivery both within the City of Twentynine Palms and the unincorporated areas of the County (current Water District boundaries).

The annexation model would need to create a new zone overlaying the existing Water District boundaries, for establishment of the funding revenue source via within the newly formed zone.

## Identified assets and liabilities

The Twentynine Palms Fire Department currently has possession of two separate fire station structures:

Fire Station #421:

6560 Adobe Rd, Twentynine Palms CA 92277

APN# 0617-115-26

Structure size: 7,043 square feet

Lot size approximately .75 acres

Fire Station #422:

3834 Lear Ave, Twentynine Palms CA 92277

APN# 0610-041-02

Structure Size: 6,500 square feet

Lot Size approximately 6.78 acres (Appendix G – Physical Location of Twentynine Palms Fire Department Stations – APN #)

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## Vehicle Inventory

(Appendix H  
- Fleet)

| Stock # | Unit # | Type         | Year | Make                   | Miles  |
|---------|--------|--------------|------|------------------------|--------|
| 1020    | R422   | Light & Air  | 1986 | Ford/E-One             | 91011  |
| 1022    | E421A  | Engine       | 1993 | E-One/Protector        | 152091 |
| 1027    | E422   | Engine       | 2000 | International/Pierce   | 105703 |
| 1028    | UT421A | Utility      | 2001 | Ford F150              | 175711 |
| 1029    | BP421  | Brush Patrol | 2002 | Ford F550 4x4/Pierce   | 84107  |
| 1030    | CH5000 | Utility      | 2003 | Ford F150 4x4          | 128970 |
| 1032    | E421   | Engine       | 2007 | Pierce/Enforcer        | 120446 |
| 1033    | UT421  | Utility      | 2008 | Ford F150 4x4          | 70725  |
| 1034    | T421   | Truck        | 1997 | Pierce/Dash 75' Aerial | 117082 |

There are no identified liens or holdings outside of the Twentynine Palms Water District on and of the identified Fire Station or apparatus.

Fire Station #422 is currently under a cooperative agreement for approximately \$2,700.00 per annum with Copper Mountain College for a facilities use agreement, terminable as necessary.

There are no currently identifiable Assistance to Firefighter Grant (AFG), Department of Homeland Security (DHS) or State of California Officer of Emergency Services (OES) based apparatus, personnel or equipment that requires ongoing tracking.

The Twentynine Palms Firefighters are working under a current MOU for salary and benefits until May 2016. A temporary successor MOU or side letter agreement will need to be addressed.

The single highest and only identified liability that is in need of solution is the unfunded pension liability due to CALPERS. There is a previous calculation from CALPERS of approximately \$1,900,000.00. We have requested an actuarial study from CALPERS and anticipate the final numbers for completion into the required fiscal documentation in November 2015.

## **Plan for Service Delivery**

The San Bernardino County Fire District has indicated that their standard model of delivery is a 3 person ALS (Advanced Life Support) Paramedic Engine or Truck Company for a single resource fire station.

The delivery model would include at least one daily Paramedic based on the mandatory statutes set forth by ICEMA (Inland County Emergency Medical Agency), which functions as the governing body for the oversight of medical care within San Bernardino County.

A large component of the annexation is the incorporation of the regionalized service delivery modeling. Each apparatus will be outfitted with GPS/AVL (Global Positioning System/Automatic Vehicle Location) technology to assist in location services and through our CAD (Computer Aided Dispatch), MDC (Mobile Data Computer) providing updated instant mapping capability and via the location services the deployment of the closest possible resource to meet the demand for any incident at any time.

By integrating resources from across the Morongo Basin, the best available and most efficient model for service delivery is achieved.

During the initial phase of the annexation, operations will begin with a \$1,000,000 operating budget earmarked from the Twentynine Palms Fire Department reserve funding.

This revenue has been outlined in the initial outlay for service delivery from July 1<sup>st</sup> 2016 to approximately December 1<sup>st</sup>, 2016, in which the first tax roles from the newly created FP-5 Twentynine Palms will start to fund.

As part of the approved application, the proper documentation will be filed with the San Bernardino County Tax Assessor's office requesting dissolution of the existing Twentynine Palms Water District Special Tax for Fire Protection. It will then be replaced by the San Bernardino County Fire District FP-5, with a subset of

Twentynine Palms as the new overlay. This collection of these funds will not commence until the November 2016 property tax collection cycle and will become available to the San Bernardino County Fire District starting in December 2016.

The new FP-5 Twentynine Palms Zone would incorporate an entire overlay of the existing Twentynine Palms Water District. A review of the Twentynine Palms Water District overlay resulted in the following findings:

Encompassed within the Twentynine Palms Water District is 16,495 parcels. Of these parcels 1,232 are government owned and are not required to pay the tax. This leaves the total parcel count at 15,263 parcels based on the current overlay of the district.

Based on the approved current tax of \$143.92 x's 15,263 parcels, the anticipated revenue \$2,196,650.96 for FY16/17. (Appendix I – 5 year projected budget documentation)

This spending plan is designed to allow for a rapid escalation of Capital Replacement funding. The Capital Replacement funding includes replacement of all functional materials directly related to service delivery within an ALS fire based service delivery model.

Also identified is equipment replacement for the Type 1 fire engine and 1/30<sup>th</sup> of a new Aerial Platform for truck company operations to serve the basin. This will be factored directly between Twentynine Palms and Yucca Valley for service delivery.

This staffing model requires \$1,589,103 based on salary and benefits starting in 16/17 and with a 2% inflationary measure per year, ending the five-year forecast (FY20/21) at \$1,823,532.24.

Services and Supplies budget for FY16/17 requires \$844,495. This includes a one-time purchase of SCBA (Self Contained Breathing Apparatus) for replacement of equipment in conjunction with a full County-Wide replacement to insure continuity for crew safety.

Total operating expenses for FY 16/17 is \$2,307,134.49. This amount does not include any unfunded retirement obligations which are pending in negotiations.

For FY17/18 the required Services and Supplies budget reduces to \$715,846.60.

In the final year of the 5 year forecast ending in FY20/21, the Salary and Benefits required revenues are \$1,720,096.19.

The Services and Supplies budget will increase to \$746,846.60 based on a 2% inflationary factor per annum.

The original Fund Balance from the \$1,000,000.00 anticipated startup results in \$782,526.49 for FY16/17, lowering to \$654,411.19 in FY19/20 and then an upswing starting in FY20/21 to \$670,292.47. Each of these years is assuming a 3% inflationary measure being passed by the San Bernardino County Board of Supervisors.

Several variations of the final funding outlay have been incorporated to show the fiscal solvency of the service plan for at least the next five years. Based on the potential negotiations between the Twentynine Palms Water District, the City of Twentynine Palms and the County of San Bernardino there may or may not be any form of inclusion of retirement system contributions into the direct operating revenues.

Furthermore, there is a strong likelihood of cost containment resulting in only a minimal inflationary measure being forecast based on operational needs.

This concludes the findings of all available data and factual evidence to support the Plan for Service for the annexation proposal of Twentynine Palms Fire Department into the San Bernardino County Fire District.

***I hereby certify that the statements furnished above and the documents attached present the data and information required to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief.***



***Mark Hartwig, Fire Chief***

***San Bernardino County Fire District***

Additional Appendices:

Appendix J – FY 2014/15 Twentynine Palms Fire Department Budget

Appendix K – FY 2015/16 Twentynine Palms Fire Department Budget

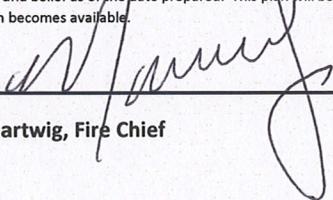
Appendix L – Annual replacement of small equipment

Appendix M – Annual replacement costing of rolling stock

| Twenty-Nine Palms Annexation 5 year Plan   | 2016 Proposed Staffing Count | 2015/16 Average Cost Per Position | 2016/17 Average Cost Per Position | 2016/17 SBCFPD Proposed Staffing | 2017/18 Average Cost Per Position | 2017/18 SBCFPD Proposed Staffing | 2018/19 Average Cost Per Position | 2018/19 SBCFPD Proposed Staffing | 2019/20 Average Cost Per Position | 2019/20 SBCFPD Proposed Staffing | 2020/21 Average Cost Per Position | 2020/21 SBCFPD Proposed Staffing |
|--|------------------------------|-----------------------------------|-----------------------------------|----------------------------------|-----------------------------------|----------------------------------|-----------------------------------|----------------------------------|-----------------------------------|----------------------------------|-----------------------------------|----------------------------------|
| <b>Staffing</b>  |                              |                                   |                                   |                                  |                                   |                                  |                                   |                                  |                                   |                                  |                                   |                                  |
| <b>Station 421 - ME - Capt/Eng/FFPM</b>  |                              |                                   | 5.00%                             |                                  | 2.00%                             |                                  | 2.00%                             |                                  | 3.00%                             |                                  | 3.00%                             |                                  |
| Captain  | 3                            | \$ 204,177.00                     | \$ 214,385.85                     | \$ 643,157.55                    | \$ 218,673.57                     | \$ 656,020.70                    | \$ 223,047.04                     | \$ 669,141.12                    | \$ 229,738.45                     | \$ 689,215.35                    | \$ 236,630.60                     | \$ 709,891.81                    |
| Engineer   | 3                            | \$ 177,614.00                     | \$ 186,494.70                     | \$ 559,484.10                    | \$ 190,224.59                     | \$ 570,673.78                    | \$ 194,029.09                     | \$ 582,087.26                    | \$ 199,849.96                     | \$ 599,549.88                    | \$ 205,845.46                     | \$ 617,536.37                    |
| FF/PM  | 3                            | \$ 143,816.00                     | \$ 151,006.80                     | \$ 453,020.40                    | \$ 154,026.94                     | \$ 462,080.81                    | \$ 157,107.47                     | \$ 471,322.42                    | \$ 161,820.70                     | \$ 485,462.10                    | \$ 166,675.32                     | \$ 500,025.96                    |
| Total Count of Employees   | 9                            |                                   |                                   |                                  |                                   |                                  |                                   |                                  |                                   |                                  |                                   |                                  |
| <b>Total Salary and Benefits</b>   |                              |                                   | \$ 551,887.35                     | \$ 1,655,662.05                  |                                   | \$ 1,688,775.29                  |                                   | \$ 1,722,550.80                  |                                   | \$ 1,774,227.32                  |                                   | \$ 1,827,454.14                  |
| <b>Services and Supplies</b>   |                              |                                   |                                   |                                  |                                   | 2.00%                            |                                   | 2.00%                            |                                   | 2.00%                            |                                   | 2.00%                            |
| Services and Supplies  |                              |                                   |                                   | \$ 165,000.00                    |                                   | \$ 168,300.00                    |                                   | \$ 171,666.00                    |                                   | \$ 175,099.32                    |                                   | \$ 178,601.31                    |
| Transfers for Support Services/Admin Costs   |                              |                                   |                                   | \$ 177,280.00                    |                                   | \$ 180,825.60                    |                                   | \$ 184,442.11                    |                                   | \$ 188,130.95                    |                                   | \$ 191,893.57                    |
| Confire/MIS Support  |                              |                                   |                                   | \$ 142,500.00                    |                                   | \$ 145,350.00                    |                                   | \$ 148,257.00                    |                                   | \$ 151,222.14                    |                                   | \$ 154,246.58                    |
| One Time start up costs including SBCA replacement gear  |                              |                                   |                                   | \$ -                             |                                   | \$ -                             |                                   | \$ -                             |                                   | \$ -                             |                                   | \$ -                             |
| Capital Replacement - Small Tools and Equipment  |                              |                                   |                                   | \$ 5,000.00                      |                                   | \$ 5,000.00                      |                                   | \$ 5,000.00                      |                                   | \$ 5,000.00                      |                                   | \$ 5,000.00                      |
| Capital Replacement - Vehicle Equipment Replacement  |                              |                                   |                                   | \$ 61,833.00                     |                                   | \$ 61,833.00                     |                                   | \$ 61,833.00                     |                                   | \$ 61,833.00                     |                                   | \$ 61,833.00                     |
| Fire Station Building Lease Sta. 421   |                              |                                   |                                   | \$ 30,672.00                     |                                   | \$ 31,284.00                     |                                   | \$ 31,908.00                     |                                   | \$ 32,544.00                     |                                   | \$ 33,204.00                     |
| lease supplement to transfer 50% of water district delinquency to City                               |                              |                                   |                                   |                                  |                                   |                                  |                                   | \$ 160,000.00                    |                                   | \$ 80,000.00                     |                                   | \$ 80,000.00                     |
| <b>Total Appropriations</b>  |                              |                                   |                                   | \$ 2,237,947.05                  |                                   | \$ 2,281,367.91                  |                                   | \$ 2,485,656.93                  |                                   | \$ 2,468,056.75                  |                                   | \$ 2,532,232.62                  |
| <b>Revenues</b>  |                              |                                   |                                   |                                  |                                   |                                  |                                   |                                  |                                   |                                  |                                   |                                  |
| <b>Special Tax</b>   |                              |                                   |                                   | 16/17                            |                                   | 3.00%                            |                                   | 3.00%                            |                                   | 3.00%                            |                                   | 3.00%                            |
| Special Tax FP-5 (\$143.91 X 3% = \$148.23/parcel @ 15,263 parcels) (factored @ 89% collection rate) |                              | \$ 2,262,434.49                   |                                   | \$ 2,013,566.70                  |                                   | \$ 2,073,973.70                  |                                   | \$ 2,136,192.91                  |                                   | \$ 2,200,278.70                  |                                   | \$ 2,266,287.06                  |
| LAFCO additional parcels (\$148.23 x 334 parcels)  |                              |                                   |                                   | \$ 44,062.85                     |                                   | \$ 45,384.74                     |                                   | \$ 46,746.28                     |                                   | \$ 48,148.67                     |                                   | \$ 49,593.13                     |
| Delinquent Prior Year Water District Special Tax Revenue (6%)  |                              |                                   |                                   | \$ 110,000.00                    |                                   | \$ 110,000.00                    |                                   | \$ 110,000.00                    |                                   | \$ 110,000.00                    |                                   | \$ 110,000.00                    |
| Delinquent Prior Year County Fire Special Tax Revenue (6%)   |                              |                                   |                                   | \$ 69,909.23                     |                                   | \$ 69,909.23                     |                                   | \$ 120,010.84                    |                                   | \$ 148,333.40                    |                                   | \$ 152,783.40                    |
| <b>Other Revenue</b>   |                              |                                   |                                   |                                  |                                   |                                  |                                   |                                  |                                   |                                  |                                   |                                  |
| Interest Earned  |                              |                                   |                                   | \$ 500.00                        |                                   | \$ 750.00                        |                                   | \$ 1,000.00                      |                                   | \$ 1,500.00                      |                                   | \$ 2,000.00                      |
| Penalties (based on 29 Palms' prior year budget figure on their assessment @ \$80/parcel)            |                              |                                   |                                   | \$ 50,000.00                     |                                   | \$ 50,000.00                     |                                   | \$ 50,000.00                     |                                   | \$ 50,000.00                     |                                   | \$ 50,000.00                     |
| Penalties (based on future assessment @ \$148/parcel)  |                              |                                   |                                   |                                  |                                   | \$ 31,459.15                     |                                   | \$ 54,004.88                     |                                   | \$ 66,750.03                     |                                   | \$ 68,752.53                     |
| First Responder Fee - 1,680 EMS based calls @ \$275 each (12% collection rate)                       |                              |                                   |                                   | \$ 55,440.00                     |                                   | \$ 55,440.00                     |                                   | \$ 55,440.00                     |                                   | \$ 55,440.00                     |                                   | \$ 55,440.00                     |
| Other Revenue - Non-Operating  |                              |                                   |                                   | \$ 7,700.00                      |                                   | \$ 7,700.00                      |                                   | \$ 7,700.00                      |                                   | \$ 7,700.00                      |                                   | \$ 7,700.00                      |
| <b>Total Revenues</b>  |                              |                                   |                                   | \$ 2,281,269.55                  |                                   | \$ 2,444,616.81                  |                                   | \$ 2,581,094.90                  |                                   | \$ 2,688,150.79                  |                                   | \$ 2,602,556.11                  |
| <b>Total Revenues less Appropriations</b>  |                              |                                   |                                   | \$ 43,322.50                     |                                   | \$ 163,248.90                    |                                   | \$ 95,437.97                     |                                   | \$ 220,094.03                    |                                   | \$ 70,323.49                     |
| <b>Fund Balance</b>  |                              |                                   |                                   |                                  |                                   |                                  |                                   |                                  |                                   |                                  |                                   |                                  |
| <b>Beginning Fund Balance</b>  |                              |                                   |                                   |                                  |                                   | \$ 43,322.50                     |                                   | \$ 206,571.40                    |                                   | \$ 302,009.37                    |                                   | \$ 522,103.41                    |
| <b>TOTAL APPROPRIATIONS</b>  |                              |                                   |                                   | \$ (2,237,947.05)                |                                   | \$ (2,281,367.91)                |                                   | \$ (2,485,656.93)                |                                   | \$ (2,468,056.75)                |                                   | \$ (2,532,232.62)                |
| <b>TOTAL REVENUES</b>  |                              |                                   |                                   | \$ 2,281,269.55                  |                                   | \$ 2,444,616.81                  |                                   | \$ 2,581,094.90                  |                                   | \$ 2,688,150.79                  |                                   | \$ 2,602,556.11                  |
| <b>Ending Fund Balance</b>   |                              |                                   |                                   | \$ 43,322.50                     |                                   | \$ 206,571.40                    |                                   | \$ 302,009.37                    |                                   | \$ 522,103.41                    |                                   | \$ 592,426.89                    |

Note: Captains/Engineers/FFPM salaries/benefits based upon averages in bud prep system of SB County Fire  
Note: Transfers for support services and admin costs represents share office staff; as well as share of training expenses, SCBA program and safety gear pool program; as well as \$85,728 of share of DC and 3 BCs (Chamberlin's FTE figures)  
Note: Capital Replacement - Vehicle Equipment Replacement ( 1 engine at \$742k amortized at 12 years)  
Note: FP-5 FY 15/16 rate is \$143.91. There is a 3% COLA allowed every year thereafter as needed  
Note: "Other Revenue" figures are derived from FY15/16 29 Palms Fire District Proposed Budget Summary and \$5k added for cost recovery  
Note: One time start up costs not factored in (SCBAs, cardiac monitor, ballistic protection)  
Note: First Responder Fee is factored at 80% of 2,100 calls (1,680 calls @ \$275 per call with collection rate of 12%)

I hereby certify that the statements furnished above and the documents attached present the data and information required to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief as of the date prepared. This plan will be revised and updated through the LAFCO process as more information becomes available.

  
Mark Hartwig, Fire Chief

2-8-2016

DATE

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DEC 17 2015

**San Bernardino County Fire District  
Employee/Property Transition Plan:**

**LAFCO**  
San Bernardino County

**For the Twentynine Palms Fire Department, a  
subsidiary district of the Twentynine Palms Water  
District**

December 2015

Presented by: John Chamberlin, Division Chief  
San Bernardino County Fire District



# **Transition Plan**

## **Introduction**

The San Bernardino County Fire District is currently finalizing negotiations for a permanent transfer of employees, assets and facilities to provide fire services for the Twentynine Palms Fire Department through an annexation into the district.

The final package will result in a three party agreement between the Twentynine Palms Water District (the Board of Directors and governing body of the Twentynine Palms Fire Department), The City of Twentynine Palms and the County of San Bernardino (the Board of Supervisors acting as the Board of Directors on behalf of the San Bernardino County Fire District).

Resolutions have been passed by each of the respective boards in favor of annexation of current fire services into the San Bernardino County Fire District, with the ultimate outcome being a fiscally sustainable model, as well as enhanced regionalized service delivery at a higher medical care to the constituents affected.

All parties involved have worked collectively to identify and outline a fair and equitable transition process. This includes working through a variety of factors including unfunded liability and possible solutions, a current employee MOU between the Water District and it's employees, contracts between the current Fire Department and outside entities, as

well as developing a 5 year broadcast of the fiscal analysis to satisfy the requirements as set forth by LAFCO.

## **MOU's**

Attached you will find copies of both current MOU's from the San Bernardino County Firefighters IAFF Local #935 (Appendix A) (expiration of October 2019) and the Twentynine Palms Firefighters IAFF Local #4266 (expiration of May 2016) (Appendix B).

The Fire Chief from Twentynine Palms Fire Department has met preliminarily with members of Twentynine Palms Firefighters IAFF Local #4266 and has received no indication of opposition to the annexation.

A temporary side letter extending the current provisions of the MOU between the Twentynine Palms Water District and the Twentynine Palms Firefighters IAFF Local #4266 will need to be developed. A stipulation of the side letter must include an agreement to revert to the previous MOU provisions and a reopener clause, in the event that the annexation is ultimately challenged or fails.

## **Employment**

Since the earliest of meetings, one of the main concerns was making sure that the current employees would be treated in a fair and equitable manner during any potential transition.

The San Bernardino County Fire District operates 50 fire stations across the approximately 16,500 square miles it

serves. Even with a fairly aggressive hiring schedule in place, the district is currently absorbing approximately 70 open positions across all ranks of fire suppression.

The Twentynine Palms Fire Department currently employs 5 full time personnel. This includes 1 Fire Chief, 2 Fire Captains and 2 Fire Engineers.

The identified staffing pattern for the operations of Fire Station #421 under the district calls for 3 Captains, 3 Engineers and 3 Firefighter/Paramedics.

Because of the need of exposure to understand the district's operations, each of the current Captains and Engineers will be offered positions within the district as Fire Engineers.

The current Fire Chief is under contract with the Twentynine Palms Water District until January 31<sup>st</sup>, 2017, under which the time he is set to retire. In addition, several factors written into the contract require that he be afforded the opportunity to retire from a CALPERS agency and thus will be bought out of the remaining time of his contract per the included stipulations. (Appendix C)((Appendix D for costing))

All offers are subject to the employee passing a full background and NFPA compliant standard San Bernardino County Fire District physical.

### **Leave** (Appendix A - Pages 12 through 25)

Representatives from IAFF Local 935 have met with IAFF Local 4266 board members and have advised of the need to "carry over" a minimum of 240 hours of sick leave. Highlighting this number specifically covers any potential lost time due to an off

work injury and is the minimum required under the current plan for Long Term Disability (LTD).

Since the Twentynine Palms Fire Department personnel currently work a 72 hour work week, their respective hourly rate is lower and accrued hours of leave per pay period are higher to account for the work week.

The members of the San Bernardino County Fire District work a 56 hour work week and thus their hourly rate is higher and hours accrued for leave are less per pay period.

Twentynine Palms Fire Department personnel will have their hours valued at their current rate for an overall dollar value.

A factor based on the entry step for each employee will be established based the closest next highest step from the annual pay from each agency. This will be based on base pay only.

Once the new hourly rate is established, the value from the leave accrued to Twentynine Palms Fire Department employees under that tenure can be transferred based on the newly established hourly rate with the San Bernardino County Fire District.

Only the Vacation and Sick Leave provisions of Twentynine Palms Firefighters IAFF Local #4266 MOU will be considered as they are paid annually for their holidays and do not accrue time off in lieu of. The review conducted between the staff at the Twentynine Palms Fire Department and San Bernardino County Fire District indicated that the net costing of transition or buyouts of all employees per MOU provisions should not exceed \$145,000, of which all will be paid from Twentynine

Palms Fire Department Fund Balance to either the employee or the County of San Bernardino to place leave on the books.

Transitioning employees will have their original hire date honored for the purposes of leave accrual, based on hours of service, into the current MOU between the County of San Bernardino and the San Bernardino County Professional Firefighter IAFF Local #935.

## **Salary**

The Fire Captains and Fire Engineers will be tentatively offered a salary step within the Fire Engineer range that is closest, to the employee is not to lose pay. (Appendix A –Pages 50 & 51)

The Fire Chief's contract will be dealt with separately between the Twentynine Palms Water District and the Fire Chief, under the legal provisions of the document.

## **Probationary Period**

There are not any employees currently on probation. Therefore, in the transition no employees would be placed back on probation.

## **Seniority**

Employees of the Twentynine Palms Fire Department will retain their original hire date with the Twentynine Palms Fire Department for purposes of seniority. This seniority date is specific to opportunities afforded under the MOU regarding time of service, as well as annual bid rights and transfers within the organization.

For purposes of any potential employee layoff procedures, the date of transition with the annexation would be the effective date as a new county employee and the County of San Bernardino Rules and Regulations would apply.

## **Asset Transition**

### **Fire Stations:**

As part of the unfunded liability resolution, the San Bernardino County Fire District agrees to forgo the annexation of the main fire station (Station #421), located at 6560 Adobe Rd, Twentynine Palms CA. 92277, APN #0617-115-126.

The City of Twentynine Palms has in process a revitalization process for the downtown area and the fire station is directly in the mainstay of the project. Since the City was entering into a bridge between the Water District and the Fire District, it wanted a tangible asset to show for its potential capital outlay. The building will be purchased by the City of Twentynine Palms in amount of \$250,000. (Appendix E – Page 2)

Since the fire station is located in the best possible location for the current call volume, the San Bernardino County Fire District has agreed to lease back the station for an initial term of 7 years. This agreement will have extensions available as per the San Bernardino County Fire Districts request (if necessary). The cost of the arrangement should start at initially \$30,000 annually and increase by 2% per FY over the 7 years. This has been factored into the attached spreadsheet for the financial analysis.

Fire Station #422 located at 3834 Lear Ave, Twentynine Palms CA 92277, APN #0610-041-02, shall be transferred to the San Bernardino County Fire District. This property has been represented as fully paid off and bearing no current liens or encumbrances against it.

Copper Mountain College has expressed interest in a cooperative venture to form a joint regionalized training center on behalf of the Morongo Basin college students and fire agencies. The lot size for station #422 is roughly 6.78 acres, of which less than 2 acres is developed. The station is not located in proximity to the call volume and would likely not be staffed by the San Bernardino County Fire District in the foreseeable future.

**Vehicles:**

The San Bernardino County Fire District has performed a review of the fleet owned by the Twentynine Palms Fire Department and identified 4 pieces of the current 9 serviceable pieces to be annexed over for use.

| Stock # | Unit # | Type         | Year | Make                   | Miles  |
|---------|--------|--------------|------|------------------------|--------|
| 1029    | BP421  | Brush Patrol | 2002 | Ford F550 4x4/Pierce   | 84107  |
| 1032    | E421   | Engine       | 2007 | Pierce/Enforcer        | 120446 |
| 1033    | UT421  | Utility      | 2008 | Ford F150 4x4          | 70725  |
| 1034    | T421   | Truck        | 1997 | Pierce/Dash 75' Aerial | 117082 |

The San Bernardino County Fire District will work with the Copper Mountain College and the Twentynine Palms Water District to see if any of the remaining assets are requested to support the fire technology program at the local college. These vehicles would be identified as:

| Stock # | Unit # | Type        | Year | Make            | Miles  |
|---------|--------|-------------|------|-----------------|--------|
| 1020    | R422   | Light & Air | 1986 | Ford/E-One      | 91011  |
| 1022    | E421A  | Engine      | 1993 | E-One/Protector | 152091 |

|      |        |         |      |                      |        |
|------|--------|---------|------|----------------------|--------|
| 1027 | E422   | Engine  | 2000 | International/Pierce | 105703 |
| 1028 | UT421A | Utility | 2001 | Ford F150            | 175711 |
| 1030 | CH5000 | Utility | 2003 | Ford F150 4x4        | 128970 |

All vehicles have been represented to have clean titles and fully paid off, without encumbrances against them.

## **Unfunded Retirement Obligations** (Appendix E, F &G)

In mid-November 2015, CALPERS at the request of the legal counsel for the Twentynine Palms Fire Department obtained an actuarial for the unfunded liabilities for future costs.

The original amount during the ADHOC committee meetings was represented from numbers derived two years prior and that was approximately \$1.9 million.

Surprisingly, the number from CALPERS came back at approximately \$2.9 million to terminate the existing plan.

The City of Twentynine Palms City Manager Frank Luckino worked with a consultant group and CALPERS to find an equitable solution. The employee group will be placed into an "inactive status" vs. terminating the safety plan.

This allows for an exit strategy on behalf of the Water District, by the City of Twentynine Palms at a time which the costing of the separation and final payment is believed to be lower based on bond market rates.

A large payment will be made from the remaining fund balance to CALPERS and this will afford up to 20 year window with CALPERS without any additional payments required to evaluate market conditions and the timing of final payment.

As part of the severance and debt obligation, a new service zone, separated from the FP-5 Twentynine Palms will need to be created. This new zone will be specifically set aside for retirement debt obligation and be initially funded via a fund balance from the Twentynine Palms Fire Department. Additional contributions from the Twentynine Palms Water District of \$50,000 for 5 years (to offset areas outside of the City of Twentynine Palms) will be added to the service zone.

The Twentynine Palms Water District shall initiate an “inactive status” with CALPERS in relation to the existing Twentynine Palms Fire Department personnel.

The City of Twentynine Palms is the guarantor on repayment of the potential remaining costs associated less the contributions already made by the Twentynine Palms Fire Department and Twentynine Palms Water District. Neither the County of San Bernardino nor the San Bernardino County Fire District will have any debt obligation involving the unfunded pension liability now or in the future in relation to the existing CALPERS plan assigned to the Twentynine Palms Fire Department.

***I hereby certify that the statements furnished above and the documents attached present the data and information required to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief.***

***Mark Hartwig, Fire Chief  
San Bernardino County Fire District***

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DEC 17 2015

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San Bernardino County

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**SAN BERNARDINO COUNTY  
FIRE PROTECTION DISTRICT**

**AND**

**SAN BERNARDINO COUNTY PROFESSIONAL  
FIREFIGHTERS  
IAFF, LOCAL 935**



**2015 - 2019**

**MEMORANDUM OF UNDERSTANDING  
2015-2019**

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**PREAMBLE**

This Memorandum of Understanding is entered into pursuant to applicable provisions of State law and local ordinance between the San Bernardino County Fire Protection District, collectively or individually referred to as the District, and the San Bernardino County Professional Firefighters, IAFF, Local 935, AFL-CIO, CLC, hereinafter referred to as the Union, containing the complete results of the negotiations concerning wages, hours and other terms and conditions of employment for employees represented herein.

The parties to this Agreement hereto have met and conferred in good faith exchanging various proposals in an attempt to reach agreement. The parties affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound and responsible management of District 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 local ordinance and applicable State law, the San Bernardino County Firefighters, IAFF, Local 935 (hereinafter Union), is hereby acknowledged as the exclusive recognized employee organization for District employees in the classifications of Firefighter, Engineer, and Captain, as well as employees in such classes as may be added to this listing hereafter by the District.

**APPROVAL BY BOARD OF DIRECTORS**

This Memorandum of Understanding is subject to approval by the Board of Supervisors acting as the Board of Directors for District. 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 in its entirety.

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

**ASSIGNMENT TO VACANT HIGHER POSITION**

Employees directed to continuously perform duties in a vacant higher level regular position for which funds have been appropriated shall be entitled to a salary rate increase to the higher level for the time actually worked in excess of five (5) consecutively assigned shifts unless specifically waived by the employee. The salary

rate increase will become effective the first day of the pay period following completion of the five shifts provided, however:

- (a) The Division Chief certifies to the Director of Resources, in writing at the time of appointment that the employee is assigned and held responsible to fully perform all of the duties normally associated with the higher level position without limitations as to difficulty or complexity of assignments or consequences of action and that the employee shall be required to meet standards for satisfactory performance normally required at the higher level position.
- (b) A written request for a salary rate increase to the higher level is directed to the Director of Human Resources for approval. Such increase to the higher level shall be determined as if the assignment had been a promotion.
- (c) The employee meets the minimum qualifications for the higher level position.

Requests for a salary increase should be initiated during the first thirty (30) calendar days of such assignment. It shall be the responsibility of the Division Chief to initiate such requests.

The duration of such assignments to vacant higher positions shall not exceed one (1) calendar year. This Article does not apply to a situation in which there is no vacant higher level position for which funds have been appropriated. For purposes of this Article, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be:

- (a) An unoccupied position due to attrition and for which the appointment process has been initiated; or,
- (b) A position from which the incumbent is on extended leave of absence. Extended leave of absence is defined as a leave of absence with or without pay due to any illness and injury when required in writing by a certified physician.

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

## **BILINGUAL COMPENSATION**

Employees in positions designated by the Fire Chief, which require employees as a condition of employment to perform oral bilingual translation as a part of their regular duties, shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such compensation. Employees in such positions must be certified as competent by the Director of Human Resources to be eligible for compensation. Compensation per pay period shall be \$23.08. Employees who are certified to speak Spanish qualify under this Article.

## **CALL BACK**

When the employee in a regular position returns to duty at the workstation at the request of the Division Chief after said employee has been released from duty and has left the workstation, said employee shall be entitled to call back compensation. Special tours of duty scheduled in advance, or when employees are called back within two (2) hours of the beginning of a scheduled tour of duty, are not considered call back hours for the purpose of this article. An employee need not be assigned to standby duty to be entitled to receive call back compensation.

Call back compensation shall be paid in the following manner: The employee shall be paid for a minimum of three (3) hours at the premium rate of pay for each call back occurrence; said compensation shall be in-lieu of any travel time to and from home and the first or last work contact point.

## **CHANGES IN PROVISION AFTER ADOPTION**

If, after adoption by the Board of Supervisors of all or part of the provisions contained herein, the Board of Supervisors proposes to amend any said provisions, then at least thirty (30) calendar days written notice shall be given to the Union and an opportunity shall be given to the Union to meet and confer with representatives of the District concerning any proposed change in provisions.

## **COMPANY OFFICER CERTIFICATION PAY**

Effective pay period 23/2017 (i.e., the pay period beginning on October 14, 2017), all employees who are certified by the California Office of the State Fire Marshal (OSFM) as a Company Officer shall receive Company Officer Certification pay. Employees must submit a Company Officer Certificate from the California OSFM to receive Company Officer Certification pay. The compensation shall be in the amount of fifty dollars (\$50.00) per month (\$23.08 per pay period). Effective pay period 23/2018 (i.e., the pay period beginning on October 13, 2018), the compensation shall be in the amount of one hundred dollars (\$100.00) per month (\$46.15 per pay period).

Employees eligible for the certification pay who are not in paid status (i.e., not coding paid hours) during a pay period shall not receive the certification pay for that pay period.

## **DEFINITIONS**

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

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

Base Rate of Pay/Base Hourly Rate – Refers to the employee's base hourly wage, excluding differentials and other pay above the base hourly wage.

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

Calendar Year - Refers to pay period 1 through 26 consecutively (or 27 when applicable).

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

Continuous Service – Refers to the total length of service from an employee's most recent beginning (hire) date in a regular position with no separation from District employment

Date of Hire or Hire Date – Refers to the effective date of the most recent date of hire in a regular position.

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

Fiscal Year – Refers to pay period 15 of one year through pay period 14 of the following year.

Paid Hours – Shall mean hours actually worked or the use of accrued leave time such as vacation, sick, holiday, or compensatory time. It does not include unpaid hours or disability payments such as Short Term Disability or workers compensation.

Paid Status – Refers to any pay period in which an employee codes paid hours.

Regular Position – Refers to a position authorized by the Board of Supervisors, that may be budgeted at full-time level, and may be in the Classified or Unclassified Service. Regular positions do not include recurrent, extra-help, ordinance, contract and other contingent positions.

Regular Status – Refers to an employee's status upon the completion of a required probationary and/or trainee period in a regular classified position in the employee's current or prior position as applicable.

Service Hours – Refers to paid hours in a regular District position from an employee's most recent date of hire and during an employee's regular tour of duty, up to 112 hours per pay period. Time without pay, disability payments, Medical Emergency Leave, and overtime hours do not count as service hours.

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

## DEMOTIONS

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

An employee demoted for non-disciplinary reasons may be retained at the same salary rate, provided, that the salary rate does not exceed the top step of the salary range of the demoted class, except that such an employee may be placed on an "X" step in accordance with the provisions of the Article on "Downgradings," with the approval of the Fire Chief and the Director of Human Resources.

## DEPENDENT CARE ASSISTANCE PLAN

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

DCAP will be administered by County's Human Resources Department Division Chief, Employee Benefits, and Services consistent with said IRC Section and the County's Dependent Care Assistance Plan Document.

- (a) To be eligible to enroll in this benefit, an employee must be in a regular position.
- (b) Enrollment in the Plan for current employees is required every Plan Year and is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status event. Failure to submit participation agreement within the time frame shall result in an election to not participate in the Plan.
- (c) An employee must elect to contribute to DCAP through salary reduction on forms approved by the Human Resources Division Chief, Employee Benefits & Services. 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 the County's Dependent Care Assistance Plan Document.
- (d) Pursuant to IRC Section 125, any amounts remaining in the employee's account at the end of the Plan Year must be forfeited. The District will use any forfeited amounts to help defray the Plan's administrative expenses.

## **DISTRICT MANAGEMENT RIGHTS**

All management rights shall remain vested exclusively with the District except those which are clearly and expressly limited or explicitly eliminated by this Agreement. Management retains as its rights anything not specifically covered in this Memorandum of Understanding. It is recognized merely by way of illustration that such management rights include, but are not limited to:

- (a) The right to determine the mission of its constituent districts, boards, commissions, and work units.
- (b) The right of full and exclusive control of the management of the district; supervision of all operations; determination of the methods, means and personnel required to perform any and all work; and composition assignment, direction, location, and determination of the size of the work force.
- (c) The right to determine the work to be done by the employees.
- (d) The right to change or introduce new or improved operations, methods, means, equipment or facilities.
- (e) Subject to the Personnel Rules for Board-governed Special Districts, the right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees; to work time and time off; to transfer, reassign, furlough and lay off employees; to determine the content of job classifications; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and, to otherwise maintain orderly effective and efficient operations.

## **DOWNGRADINGS**

When a position is downgraded because of decreased responsibility or difficulty, the Director of Human Resources may authorize continuation of the same salary payment to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on an "X" step, provided that the employee shall receive no future salary increase until the salary rate of the position held exceeds the "X" step.

## **ELIGIBILITY LIST**

An eligibility list is an arrangement of applicants qualified as a result of the examination process. Except as otherwise provided for in the Personnel Rules for Board-Governed Special Districts, all selection interviews shall be conducted and appointments made from applicants qualifying on an eligibility list. All eligibility lists shall terminate one hundred and eighty (180) calendar days after established; however, upon the recommendation of the Fire Chief, and with the approval of the County Director of Human Resources, eligibility lists may be extended or reactivated for a period not to exceed one (1) year from the first date they were established.

## **EMPLOYEE RIGHTS**

Employees shall have all the rights guaranteed by the Meyers-Milias-Brown Act which may be exercised in accordance with current and future applicable Federal, State and Local laws and regulations.

## **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 Sections 125 and 105(b) of the IRC and regulations issued pursuant thereto. FSA shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law. FSA exclusions from gross income do not affect compensation for retirement purposes.

FSA will be administered by the County's Human Resources Department, Employee Benefits and Services Division, consistent with said IRC Sections and the County's Medical Expense Reimbursement Plan Document.

- (a) To be eligible for this benefit, an employee must be in a regular position.
- (b) Enrollment in the Plan for current employees is required every Plan Year and is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status event.
- (c) Eligible employees may contribute, on a pre-tax basis, to a flexible spending account, each bi-weekly pay period a minimum of \$5.00 and up to the established amount pursuant to the IRC annual maximum. 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.
- (d) Any unused amounts remaining in an employee's account at the end of the Plan Year must be forfeited except that the County may permit an employee to carry over unused amounts to be used in the following Plan Year in accordance with the County's Medical Expense Reimbursement Plan Document and the IRC regulations. The County will use any forfeited amounts to help defray the Plan's administrative expenses.

## **GRIEVANCE PROCEDURE**

### **Section 1. Purpose**

The District and Union recognize the importance of a viable means of resolving disputes which may arise between District employees, supervisors, and management. The procedure is intended to establish a systematic means for processing a grievance and for obtaining answers and decisions regarding employee complaints. The initiation of a grievance in good faith by an employee shall not cast any adverse reflection on the employee's standing with immediate supervisors or loyalty as a District employee.

### **Section 2. Definition of a Grievance**

A grievance is a disagreement between District management and an employee, groups of employees or the Union concerning the interpretation, application, or violation of a specific article(s) of this Memorandum of Understanding. The union may not independently submit or process a formal grievance unless it alleges that at least one (1) employee within the Unit has suffered detriment as a result of the aggrieved contract provision.

### **Section 3. Exclusions**

All matters are excluded from this proposal which deal with the Article on "District Management Rights" federal or state statutes, rules or regulations; District Personnel Rules, or which are preempted by County Charter. Grievance matters are excluded where law provides more appropriate and speedy remedy.

### **Section 4. Consolidation of Grievances**

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

### **Section 5. Representation**

Aggrieved employee(s) may represent themselves or may be represented by the Union. This representation may commence at any step in the grievance procedure. No person hearing a grievance need recognize more than one representative for any employee at any one time.

### **Section 6. Time Limitations**

Time limitations are established to settle a grievance quickly. Time limits may be modified by written agreement of the parties. 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. The grievant shall promptly proceed to the next step if a reviewing official does not respond within the time limits specified.

## Section 7. Steps in the Grievance Procedure

The procedures outlined herein constitute the informal and formal steps necessary to resolve an employee's grievance. The presentation of the informal grievance is an absolute prerequisite to the institution of a formal grievance. The grievance must be submitted within twenty-one (21) calendar days after the employee is aware of the conditions precipitating the grievance.

- (a) Informal Grievance Disposition. Initially, the employee having a grievance shall personally discuss the complaint with the immediate supervisor informally. At this step, it is the responsibility of the employee to inform the supervisor that he/she is initiating the grievance process. Within four (4) calendar days, the supervisor, after conferring with the Battalion Chief (Division Chief if the grievant is a Captain) shall give the decision to the employee orally.
- (b) Human Resources Division Review. 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 with the Director of Human Resources or designee within fifteen (15) calendar days of oral notification of the immediate supervisor's decision. The Director of Human Resources or designee, shall make a determination of whether the grievance is a matter for which the Grievance Procedure is appropriate. In making such determination, the Director of Human Resources, or designee, shall determine if: (1) the grievance has been filed in a timely manner; (2) the informal grievance process has been followed, (3) the employee became aware of the inequity or damage suffered, specific details of inequity or damage suffered; dates; names; and places), (4) if the grievance alleges that a specific Memorandum of Understanding article(s) has been misinterpreted, misapplied, or violated, and (5) the matter complained of in the grievance is covered by a specific provision of the Agreement.

The determination and notification to the grievant and Local 935 will be made within seven (7) calendar days of receipt of the grievance. If the Director of Human Resources Division, or designee, determines that the grievance is not subject to this procedure, the employee or Local 935 may appeal this decision directly to an arbitrator, in accordance with the provisions of this procedure, within seven (7) calendar days of the receipt of the Human Resources Manager, or designee's written decision. 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.

- (c) Formal Grievance Procedure.
  1. Step 1. If the grievance is accepted, the grievant shall, within seven (7) calendar days, submit the grievance to the Division Chief. The Division Chief, after conferring with the Assistant Chief, shall meet with the grievant

and thoroughly discuss the grievance prior to issuing any response to the employee. Within four (4) calendar days, the Division Chief shall give the written decision to the employee on the appropriate form. If the Division Chief fails to reply within this time period, or issues a decision which is unsatisfactory to the employee, the employee may proceed to Step 2 of the formal grievance procedure.

2. Step 2. Within fourteen (14) calendar days after the Division Chief's response, the employee or employee representative may submit the written grievance to the Fire Chief. Within seven (7) calendar days after receipt of the grievance, the Fire Chief will call for a conference to allow for full discussion of the grievance with the parties involved and their representatives. Within fourteen (14) calendar days of the meeting, the Fire Chief must give a written decision on the appropriate form. If the employee is not satisfied with the decision of the Fire Chief, the employee may proceed to the next step.
3. Step 3. Within seven (7) calendar days after the Fire Chief's response, the employee shall submit the written grievance on the appropriate form to the Director of Human Resources or designee. The grievance shall state that a resolution of the issue was unattainable through the informal and formal procedures through Step 2, and that the formal hearing is now requested. Within fourteen (14) calendar days of receiving the grievance, the Director of Human Resources or designee, in concert with the Union, shall initiate the selection of a hearing officer as stated in the Article "Hearing Officer." The Hearing Officer shall conduct a formal hearing on the grievance within thirty (30) calendar days of appointment, in accordance with Section (8) of this procedure, unless the parties mutually agree to extend the time period.

### **Section 8. Grievance Hearing**

The following guidelines shall be adhered to in all grievance hearings conducted by the Hearing Officer.

- (a) Hearings will be conducted within thirty (30) calendar days after the appointment of said Hearing Officer, unless the parties agree to a date beyond the thirty (30) day period.
- (b) The Hearing Officer shall require all witnesses to testify under oath or affirmation. The oath shall read:

"Do you solemnly swear (or affirm) that the testimony you are about to give in this matter shall be the truth, the whole truth, and nothing but the truth, so help you God?"
- (c) A hearing date will be scheduled by the Director of Human Resources or designee in consultation with the Hearing Officer, the grievant, and if appropriate, the employee representative. Written notice stipulating the time and place of the hearing will be provided to all parties.

- (d) Grievants will appear before the Hearing Officer to present their individual grievances. If the grievant does not appear, the Hearing Officer will make a decision on the information available at the time of the hearing.
- (e) Each party to the grievance shall have these rights: to call and examine witnesses; to introduce exhibits; to cross examine opposing witnesses on any matter relevant to the issues, even though the matter was not covered on direct examination; to impeach any witness regardless of which party first called the witness to testify; and to rebut the evidence. If the grievant does not testify in his own behalf, he may be called and examined as if under cross examination.

The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule, which might make improper the admission of such evidence over objection in civil actions. The rules of privilege shall be effective to the same extent that they are commonly recognized in civil actions. Irrelevant and unduly repetitious evidence shall be excluded.

- (f) Decisions of the Hearing Officer shall be binding on all parties unless there is a financial impact on the District, in which case the decisions shall be subject to approval of the Board of Supervisors. Written decisions of the Hearing Officer shall be submitted to the Director of Human Resources, the grievant, and, if appropriate, the employee representative, within thirty (30) calendar days after the close of hearing.
- (g) All costs associated with the Hearing Officer, including but not limited to a Certified Shorthand Reporter, will be shared equally between the parties, unless the Union does not endorse the member's grievance or disciplinary appeal. If this is the case, the member, not the Union, will be financially responsible to share the costs.

## **HAZARDOUS MATERIALS EXPOSURE RECORDS**

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

## **HEARING OFFICER**

Pursuant to the Article on "Grievance Procedure," Section 7, Step 3(b), and all disciplinary action appeals, the Hearing Officer shall be selected by the Director of Human Resources and the Union. The parties will request the State Mediation and Conciliation service, or mutually agreed upon service, to supply a list of five (5) hearing officers. As determined by lot, the parties shall alternatively strike a name until one (1) hearing officer remains. The parties may agree to select a hearing officer without the use of a formal list. Said hearing officer will be officially appointed by the Director of Human Resources as the Hearing Officer who shall hear the appeal and formulate a written decision. All costs associated with the Hearing Officer including, but not limited to, a Certified Shorthand Reporter, will be shared equally between the parties, unless the Union does not endorse the members' grievance or disciplinary appeal. If this is the case, the individual, not the Union, will be financially responsible to share the costs.

## IMPLEMENTATION

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

## INCIDENT ACCOMODATIONS

In the interest of the health and safety of District employees assigned for extended periods to emergency incidents, the District authorizes the use of motels and other comparable facilities for sleeping or freshening up. The use of these facilities will be administered in accordance with department policy.

## LAYOFF

The layoff provision shall be provided in the Personnel Rules for Board-Governed Special Districts employees adopted by the Board of Supervisors.

## LEAVE PROVISIONS

### Section 1. Vacation

- (a) Definition. Vacation leave 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. Under unusual circumstances, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the Division Chief.
- (b) Accumulation. Employees in regular positions shall accrue, on a pro rata basis, vacation leave for completed pay periods. Such vacation leave allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed thirteen (13) pay periods or its equivalent of continuous service from the employee's hire date.
- (c) Vacation Leave Allowance.

| Length of Service From Hire Date   | Hours Per Year/Accrual Rates Per Pay Period | Maximum Allowed Unused Balance |
|------------------------------------|---|--------------------------------|
| After 13 & through 104 pay periods | 112 hours/4.31                              | 224 hours                      |
| Over 104 & through 234 pay periods | 168 hours/6.46                              | 336 hours                      |
| Over 234 pay periods               | 224 hours/8.61                              | 448 hours                      |

- (d) Vacation leave should be taken annually with the approval of the Division Chief at such time as will not impair the work schedule or efficiency of the department, but

- with consideration given to the well-being of the employee. No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take vacation leave due to work urgency, the Director of Human Resources or designee will approve a waiver of the maximum allowed unused balance for a period not to exceed thirteen (13) pay periods.
- (e) The minimum charge against accumulated vacation leave shall be one (1) hour. After one (1) hour, the minimum charge shall be in fifteen (15) minute increments. Vacation shall be compensated at the employee's base rate of pay.
  - (f) Employees not planning to return to District employment at the expiration of a vacation leave, except those retiring, shall be compensated at their base rate of pay in a lump sum payment for accrued vacation leave and shall not be carried on the payroll. Retiring employees may elect to use vacation leave or be compensated in a lump sum payment for accrued vacation leave. Terminating employees not covered by the above provisions shall be compensated at their base rate of pay for accrued vacation leave that they were entitled to use as of the date of termination.
  - (g) An employee may elect to sell back accrued vacation leave up to a maximum of one hundred and twelve (112) hours at the then current base rate of pay. Employees may exercise this option under procedures established by the Human Resources Department. In lieu of cash, an eligible employee may designate that part or all of the value of vacation time to be sold back is allocated to a deferred income plan if such a plan is approved by the District and credit for vacation time is allowed under the plan. In order to sell back vacation leave prior to termination or retirement, an employee may exercise the following options.
    1. Option 1 – Future Accruals. On one occasion each calendar year an employee who had used one hundred and twelve (112) or more hours of vacation leave during the preceding calendar year may elect to convert up to one hundred and twelve (112) hours of accrued vacation leave into a cash payment, at the base rate of pay in effect at the time of the cash-out. In order to sell back vacation leave, an employee must make an irrevocable election (i.e., pre-designation) during the month of December (beginning in December of 2015), specifying the number of hours to be sold back from the next year's vacation leave accrual. During the calendar year following the pre-designation, no more than three (3) requests may be made to cash out the vacation leave in a single block of not less than fourteen (14) hours and no more than one hundred and twelve (112) hours. An employee shall be eligible to cash-out vacation leave hours accrued up to the preceding pay period in which he/she requested the cash-out. For example, an employee who requests a cash-out in pay period 15 can only cash-out the vacation leave accrued through pay period 14. The number of hours requested for cash-out shall not exceed an amount equal to or less than the amount accrued. For example, an employee in December 2015 makes a pre-designation to cash-out 28 hours. The employee accrues 4.31 hours of vacation leave per pay period. At the end of pay period 5 the employee can request to cash-out the 17 hours of vacation leave that he had accrued through pay period 4, but is not yet eligible to cash-out the entire 28 pre-designated hours because the employee has yet to accrue 28 hours of vacation leave.

Once an election is made, if the employee does not request that the designated number of hours be sold back by pay period 25 of the calendar year in which the election is effective, the hours will be automatically converted to cash in pay period 26.

2. Option 2 – Existing Accruals. Existing accruals may be cashed out in whole hour increments with a minimum of fourteen (14) hours and a maximum of one hundred and twelve (112) and will be subject to a ten percent (10%) penalty.

## **Section 2. Sick Leave**

- (a) Definition. Sick leave with pay is an insurance or protection provided by the District to be granted in circumstances of adversity to promote the health of individual employees. 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 related illness, confirmed exposure to a serious contagious disease, or for a medical, optical, or dental appointment.
- (b) Bereavement Leave. A maximum of seventy-two (72) hours earned sick leave may be used, per occurrence, for bereavement due to the death of persons in the immediate family, or any relative living with the employee.
- (c) Attendance Upon Family Members. A maximum of sixty-seven (67) hours or one-half of their annual accrual, whichever is less, earned sick leave per fiscal year may be used for attendance upon the members of the employee's immediate family who require the attention of the employee. Immediate family as used in paragraphs (b) and (c) herein, is defined as parent, spouse, child, domestic partner, or child of a domestic partner as defined by California Family Code Section 297. Upon approval of the Fire Chief, or designee, 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. Extended family as used in (b) and (c) herein is defined as grandchild, grandparents, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, aunt, uncle, nephew, niece, foster child, ward of the court, or any step relations as defined herein.
- (d) Accumulation. Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of one hundred thirty-four (134) hours per year, or five point fifteen (5.15) hours per pay period. Earned sick leave shall be available for use on the first day following the pay period in which it is earned, provided that an employee must have completed thirteen (13) pay periods or its equivalent of continuous service from the employee's hire date. Sick leave shall be accumulated to the maximum of one thousand nine hundred thirty-six (1,936) hours.

Employees in regular positions scheduled for less than one hundred twelve (112) hours per pay period, shall receive sick leave accruals and maximum accumulations on a pro-rated basis.

- (e) Compensation. Approved sick leave with pay shall be compensated at the employee's base rate of pay. The minimum charge against accumulated sick leave shall be one (1) hour.

(f) Administration.

1. Investigation – It will be the responsibility and duty of the Fire Chief 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 Fire Chief or designee.
2. Sickness – The Fire Chief or designee needs to be notified at least one (1) hour prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence. It is the responsibility of the employee to keep the Fire Chief or designee informed as to continued absence beyond the first day for reasons due to sickness. Failure to make such notification may result in denial of sick leave with pay.
3. Review – The Director of Human Resources or designee may review and determine the justification of any request for sick leave with pay and may, in the interest of the District, require a medical report by a doctor to support a claim for sick leave pay.
4. Proof - A doctor's certificate or other adequate proof of illness shall be provided by the employee when requested by the Division Chief or Director of Human Resources or designee. An employee providing an off work order from a physician shall also provide a physician's written statement of release to return to work.
5. Improper Use – Evidence substantiating the use of sick leave for trivial indispositions, instances of misrepresentation, or violation of the rules defined herein shall be construed as grounds for disciplinary action including termination or such other action as may be deemed proper and necessary by the Fire Chief.
6. Misconduct – Sick leave with pay may be denied if the absence is found to be due to willful injury, gross negligence, intemperance, or improper conduct on the part of the employee.

(g) Sick Leave for Other than Personal Illness/Injury:

1. Birth/Adoption – A maximum of seventy-two (72) hours earned sick leave may be used per occurrence for the birth of a child or arrival of an adoptive child at the employee's home. An employee (father) may utilize on an annual basis no more than seventy-two (72) hours of accumulated sick leave per calendar year for the birth of his child.
2. 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.

(h) 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.
  - a. 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.
  - b. Employees who have been off work due to communicable diseases such as, but not limited to, chicken pox and measles.
  - c. 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 are eligible for reimbursement pursuant to the Expense Reimbursement Article.
3. It is the responsibility of the employee, covered by (1) (a.) - (c.) above, to obtain written notice from their medical provider of their authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, the District 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 immediately upon receipt of their medical provider's authorization to return to work, and no later than 24 hours after receipt of the notice. The 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 for Employee Health and Wellness at or prior to the employee's scheduled appointment time.
4. Exceptions to the above requirements may be made on a case-by-case basis by the Medical Director or designee for the Center for Employee Health and Wellness.
5. The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided, and there is a delay between the employee's appointment with the Center for Employee Health and Wellness and the start of his/her scheduled tour of duty on the day that

he/she was released to return to work, the District 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.
- (i) Workers' Compensation. As provided in Section 4850 of the Labor Code, an employee in this Unit who is injured in the line of duty is entitled to full salary in lieu of workers' compensation benefits and sick leave for a period not to exceed one (1) year. After the employee has used one (1) full year of such 4850 time, said employee may use accumulated sick leave with pay, with the approval of the appointing authority, to augment temporary disability payments if said employee is still temporarily disabled by order of an accepted physician under the Workers' Compensation sections or until said employee is retired.
  - (j) Conversion of Sick Leave for Education Use. Employees may transfer accrued sick leave hours to a personal educational bank account on any of the following basis:
    1. Any balance over fifty percent (50%) of the total annual accrued sick leave for the prior calendar year.
    2. Any balance over seventy-five percent (75%) of the total lifetime accrued sick leave on the books at the end of the calendar year.
    3. All accrued sick leave over 1,000 hours at the end of the prior calendar year.

The value of the educational bank shall be determined at the time of usage for education courses at the then current hourly rate multiplied by the number of hours to be used for educational courses. The maximum dollar amount that can be reimbursed to an employee for educational use is \$2,500 per year. Employees may only be reimbursed for courses approved by the Fire Chief, or designee, in which they receive a grade of C or better, or if no grade is given the employee records a "pass" or "complete" or other such equivalent grade. Employees may transfer educational bank hours to their sick leave accounts for sick leave purposes.

### **Section 3. Holiday Leave**

- (a) Definition. Holiday leave 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. Under unusual circumstances, holiday leave may be used for sick leave purposes upon a special request of the employee with the approval of the Division Chief.

- (b) Accumulation. Employees in regular positions shall accrue, on a pro-rated basis, holiday leave for completed pay periods. Such holiday leave allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed thirteen (13) pay periods or its equivalent of continuous service from the employee's hire date. Employees in regular positions scheduled for less than one hundred twelve (112) hours per pay period shall receive holiday leave accruals and maximum accumulations on a prorated basis.

| Hours Per Year/Accrual Rates Per Pay Period | Maximum Allowed Unused Balance |
|---|--------------------------------|
| 155 hours/5.96                              | 310 hours                      |

(c) Administration.

1. Holiday leave should be taken annually with the approval of the Division Chief at such time as will not impair the work schedule or efficiency of the department, but with consideration given to the well-being of the employee. No employee shall lose earned holiday leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take holiday leave due to work urgency, the Director of Human Resources or designee will approve a waiver of the maximum allowed unused balance for a period not to exceed thirteen (13) pay periods.
2. The minimum charge against accumulated holiday leave shall be one (1) hour, after one (1) hour, the minimum charge shall be in fifteen (15) minute increments. Holiday leave shall be compensated at the employee's base rate of pay.
3. Employees not planning to return to District employment at the expiration of a holiday leave, except those retiring, shall be compensated at their base rate of pay in a lump sum payment for accrued holiday leave and shall not be carried on the payroll.

Retiring employees may elect to use holiday leave or be compensated in a lump sum payment for accrued holiday leave.

Terminating employees not covered by the above provisions shall be compensated at their base rate of pay for accrued holiday leave that they were entitled to use as of the date of termination.

4. Employees may elect to sell back accrued holiday leave up to a maximum of one hundred fifty-five (155) hours at the then current base rate of equivalency. Employees may exercise this option under procedures established by the Director of Human Resources or designee. In lieu of cash, the eligible employee may designate that part or all of the value of holiday time to be sold back be allocated to a deferred income plan, if such

a plan is approved by the District and credit for holiday time is allowed under the plan.

In order to sell back holiday time prior to termination or retirement, an eligible employee may exercise the following options:

- a. Option 1-Future Accruals. An employee may elect to convert up to one hundred and fifty-five (155) hours of accrued holiday leave into a cash payment, at the base rate of pay in effect at the time of the cash-out.

In order to sell back holiday leave, an employee must make an irrevocable election (i.e., pre- designation) during the month of December, specifying the number of hours to be sold back from the next year's holiday leave accrual. During the calendar year following the pre- designation, no more than three (3) requests may be made to cash out the holiday leave in a single block of not less than fourteen (14) hours and no more than one hundred and fifty-five (155) hours.

An employee shall be eligible to cash-out holiday leave hours accrued up to the preceding pay period in which he/she requested the cash-out. For example, an employee who requests a cash- out in pay period 15 can only cash-out the holiday leave accrued through pay period 14.

The number of hours requested for cash-out shall not exceed an amount equal to or less than the amount accrued. For example, an employee in December 2015 makes a pre-designation to cash-out 80 hours. The employee accrues 5.96 hours of holiday leave per pay period. At the end of pay period 9 the employee can request to cash-out the 40 hours of holiday leave that he had accrued through pay period 8, but is not yet eligible to cash-out the entire 80 pre- designated hours because the employee has yet to accrue 80 hours of holiday leave.

Once an election is made, if the employee does not request that the designated number of hours be sold back by pay period 25 of the calendar year in which the election is effective, the hours will be automatically converted to cash in pay period 26.

- b. Option 2-Existing Accruals. Existing accruals may be cashed out in whole hour increments with a minimum cash out of forty (40) hours and will be subject to a ten percent (10%) penalty.
5. Existing accumulated holiday time as of January 1, 1978 shall not be affected by this section.
6. Employees hired prior to April 2, 1973, in CSA 70k with grandfathered holiday time banked shall upon termination of employment have the total amount of banked grandfathered holiday time paid to them in full at their current rate of salary. Employees with banked grandfathered holiday time cannot use this time during employment for any reason or purpose.

#### Section 4. 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 District 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 the District 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 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 District employment, except as provided in the temporary duty provision.

- (e) Compensation – This provision does not include an employee's attendance for inactive duty, commonly referred to as weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave. Any employee meeting the requirements in (c) and (d) shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.
- (f) Extension of Benefits – The District recognizes the increased requirements of the military due to the current threats facing the United States of America and, as such, has established a program under which employees may be eligible for an extension of benefits. Employees who are called to active duty as a result of the activation of military reservists beginning in September 2001, and who are eligible to receive the thirty (30) calendar day military leave compensation, and meet the requirements established by the Board shall receive the difference between their base District 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 period extended, the District 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 District 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. The District may unilaterally extend the benefits of this subsection upon the approval of the Board of Supervisors.

- (g) Vacation and Military Leave – Employees shall not be permitted to take vacation or other accrued leave in lieu of the military leave provisions provided in Section (c) of the Article. Employees may elect to use accrued leave time, except sick leave, in lieu of the integrated pay in Section (f) of this Article under the following conditions:
1. The employee must decline in writing the benefits of Section (f) of this Article prior to the due date of the Time and Labor Report (TLR). The employee must include the dates for which he/she is declining the benefit.
  2. The employee must use accrued leave time for the entire pay period (i.e., District 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 5. Compulsory Leave**

If, in the opinion of the Fire Chief, an employee is unable to work for physical or psychological reasons, the Fire Chief may require the employee to take a medical examination at the District expense. If the medical report shows the employee to be in an unfit condition to perform the duties require of the position, the Fire Chief shall have the right to compel such employee to take sufficient leave of absence with or without pay until medically qualified to return to unrestricted duty. Medical findings of the District may be challenged by not less than two (2) professional opinions from outside physicians at the employee's personal expense.

#### **Section 6. Political Leave**

Any employee who is a declared candidate for public office (i.e., a candidate who has filed the appropriate documents) shall have the right to a leave of absence without pay with or without right to return for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay under Section 7 of this Article.

#### **Section 7. Special Leaves of Absence Without Pay**

Special leave of absence without pay for a period not exceeding one (1) year may be granted to an employee who is:

- (a) Medically incapacitated to perform the duties of the position.
- (b) Desires to engage in a relevant course of study which will enhance the employee's value to the District.

- (c) Takes a leave of absence pursuant to the Family Medical Leave Act, the California Family Right Act, and/or Pregnancy Disability Leave provisions under the Fair Employment and Housing Act (FEHA).
- (d) For any reason considered appropriate by the Fire Chief and the Director of Human Resources or designee.

Such requests must be in writing and requires the approval of the Fire Chief and the Director of Human Resources or designee. Upon request, the Fire Chief and Director of Human Resources or designee may grant successive leaves of absence. Leaves of absence without pay may be given to a regular employee with or without right to return to classification. When a leave of absence with right to return is approved, notice of the actual return date shall be given to the employee. Two (2) weeks prior to such date of return, the employee shall contact the Fire Chief to determine the employee's assignment upon return.

At the expiration of leaves without right to return, employees must contact the district to have their name referred for a ninety (90) calendar day period to all job openings in their classification in the District for reemployment without examination, such time to run concurrently with the ninety (90) day period or be terminated. Leaves of absence with right to return may only be granted to employees who have obtained regular status.

#### **Section 8. Jury Duty Leave**

Employees in regular positions who are ordered/summoned to serve jury duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Employees are required to provide the Appointing Authority with notice of the order/summons to serve jury duty upon receipt of such summons. Such employees will further be required to deliver a "Jury Certification" form at the end of the required jury duty to verify such service. If an employee is required to report to jury duty during hours the employee is not scheduled to work (e.g., it is the employee's normal day off, the employee is off work pursuant to an FMLA, CFRA, or workers' compensation leave, the employee is not in a paid status for the pay period, etc.) the employee is not entitled to Jury Duty Leave for those hours. 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. The employee will not be required to return to work if more than one (1) hour remains after the employee has completed jury duty and the employee has received prior approval from the appointing authority or designee to use appropriate leave from the employee's accrued "leave bank."

Employees called for County Grand Jury shall be granted a leave of absence without pay to perform the duties of a member of the County Grand Jury, in the same manner as provided in Section (7) of this Article.

#### **Section 9. 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. When the subpoena has arisen within the scope of employment, the employee will be paid at their regular hourly rate of pay only for those hours actually spent in court. Witness Leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. Travel time and meal time shall not be considered as time spent in court and shall not be considered hours worked for purposes of overtime. If an employee is required to testify as a witness during hours the employee is not scheduled to work (e.g., it is the employee's normal day off, the employee is off work pursuant to an FMLA, CFRA, or workers' compensation leave, the employee is not in a paid status for the pay period, etc.) the employee is not entitled to Witness Leave during those hours. This benefit will be paid only if the employee has demanded witness fees at time of service of the subpoena, and such fees are turned over to the District. The employee may collect witness fees only if they waive payment by the District for time spent in court.

#### **Section 10. Examination Time**

Employees in regular positions shall be entitled to a reasonable amount of leave with pay for the purpose of applying for and taking District promotional examinations. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Examination time shall not be charged against accumulated leave balances and shall be compensated at the employee's base hourly rate of pay. Employees must report to work before and after examination time provided there is an opportunity for at least one (1) hour of actual work time. The employee will not be required to return to work if more than one (1) hour remains after Examination Time and the employee has received prior approval from the appointing authority or designee to use appropriate leave from the employee's accrued "leave bank."

#### **Section 11. 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 to recover with prior approval of the Division Chief 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 must be charged to accumulated sick leave or taken as leave without pay. Evidence of each donation must be presented to the Division Chief to receive this benefit.

Employees in regular positions who are apheresis donors may have up to four (4) hours off with pay to recover with prior approval of the Division Chief 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 apheresis donation must be presented to the Division Chief to receive this benefit.

**Section 12. Failure to Return After Leave**

Failure of the employee to report to work at the expiration of an approved leave of absence and who has not contacted the Fire Chief or designee within twenty-four (24) hours shall separate the employee from the service of the District and be considered, in effect, a resignation unless extenuating circumstances can be justified to the Fire Chief or Director of Human Resources or designee, who may approve additional leave.

**LIFE INSURANCE**

The District agrees to make available to each employee a group term life insurance program wherein the employee may purchase, through payroll deductions, term life insurance in the amounts specified in the Certificate of Insurance. New employees shall become initially eligible to participate in these programs on the first day of the pay period following the pay period in which the employee works and receives pay for 56 hours of their regularly scheduled hours. Participation will continue as long as premiums are paid timely. In the absence of sufficient earnings to cover the deduction for premiums, the employee will be given another payment option.

The District agrees to provide these benefits subject to carrier requirements as specified in the Certificate of Insurance. Selection of the insurance provider(s), and the method of computing the premiums shall be within the sole discretion of the County.

**MAINTENANCE OF BENEFITS**

Benefits, including present working conditions, will not be diminished. There will be no change in any matter covered by this agreement without the mutual consent of the parties. There will be no change in any matter within the scope of the representation without negotiations as required by law. Nothing in this article shall abrogate or diminish the rights of the District under the Management Rights Article of this agreement.

**MAINTENANCE OF MEMBERSHIP**

Employees who were not members of the Union on January 5, 1985, and any employees hired after January 5, 1985, may choose whether or not to become members. Employees who are members of the Union must maintain such membership for the duration of this Memorandum of Understanding.

Any employee who is a member of the Union and who desires to terminate membership, shall inform the District and the Union during the thirty (30) day period between sixty (60) and ninety (90) days prior to expiration of this Memorandum of Understanding. The membership of an employee who requests to terminate membership during the aforesaid period shall expire on the date of the expiration of the Memorandum of Understanding.

The Union shall defend, indemnify and hold harmless the District and its officers and employees with respect to any challenge to the validity of this Article and for any claims, lawsuits or disputes involving this Article.

## **MEDICAL AND DENTAL COVERAGE**

### **Section 1 – Medical and Dental Plan Coverage**

- (a) All eligible employees scheduled to work fifty-six (56) hours or more per pay period in a regular position must enroll in a medical and dental plan offered by the District/County. Employees who fail to elect medical and dental plan coverage will be automatically enrolled in the medical and dental plan with the lowest bi-weekly premium rates available in the geographical location of the employee's primary residence. Medical and dental plan coverage will become effective on the first day of the pay period following the first pay period in which the employee is scheduled for and receives pay for a minimum of fifty-six (56) hours.
- (b) To continue enrollment in District/County medical and dental plan coverage, an employee must remain in a regular position scheduled to work a minimum of fifty-six (56) hours in a pay period and have received pay for a minimum of fifty-six (56) hours or be on an approved leave for which continuation of medical and dental coverage is expressly provided under Section 5 of this Article, or be eligible for and have timely paid the premium for COBRA continuation coverage.
- (c) Eligible employees may elect to enroll their dependents upon initial eligibility for medical and dental insurance. Thereafter, newly eligible dependents may be enrolled within sixty (60) days of obtaining eligibility status, such as birth, adoption, marriage, or registration of domestic partnership.
- (d) 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, overage dependent, or termination of domestic partnership.
- (e) Enrollment elections must remain in effect for the remainder of the Plan Year unless an employee experiences a mid-year qualifying event
- (f) Notification of a mid-year qualifying event must be submitted to the Human Resources Employee Benefits Division in accordance with procedures adopted by the District. Employees are responsible for notifying the District within sixty (60) days of any change in eligibility for the District's plans.
- (g) Premiums for coverage will be automatically deducted from the employee's pay warrant. In specific circumstances, in the absence of sufficient earnings to cover the deduction for premiums, the employee may be given another payment option. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents.

### **Section 2 – Opt-out and Waive**

Employees eligible for medical and dental plan coverage who are also enrolled in comparable group medical and/or dental plan sponsored by another employer may elect to opt-out of District sponsored medical and/or dental plan coverage (opt-out).

Employees eligible for medical and dental plan coverage who are covered by a spouse, domestic partner, or parent who is also employed with the County may elect to waive their County-sponsored medical and/or dental plan (waive).

To receive the opt-out or waive amounts of this Section the employee must be paid for a minimum of fifty-six (56) of his/her scheduled hours. For instance, an employee scheduled to work one hundred twelve (112) hours per pay period must be paid for a minimum of fifty-six (56) hours during a pay period to receive the opt-out or waive amounts.

All employees who elect to opt-out or waive District/County-sponsored medical plan coverage will receive twenty dollars (\$20.00) per pay period in lieu of the Medical Premium Subsidy described below.

The rules and procedures for electing to opt-out or waive District/County-sponsored medical 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 or waive District/County medical and/or dental plan(s) within sixty (60) calendar days of the effective date of coverage of another employer-sponsored group plan. Proof of initial gain of other employer group coverage is required at the time the opt-out or waive is elected.
2. Employees may elect to opt-out or waive District/County-sponsored medical and/or dental plan(s) during an annual open enrollment period. All employees who are newly opting-out during an open enrollment period must provide verification of other employer group coverage.
3. Employees who voluntarily or involuntarily lose their other employer group medical and/or dental plan coverage must enroll in a District/County-sponsored medical and/or dental plan within sixty (60) calendar days. Enrollment in the District/County-sponsored medical and/or dental plan will be provided in accordance with the requirements of the applicable plan. If the employee elects not to enroll his/her 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 medical and dental plan coverage between the termination date of the other employer group coverage and enrollment in a District/ County-sponsored medical and dental plan. The retroactive enrollment period and premiums required to implement coverage are subject to the terms and conditions of the applicable plan. Failure to notify the District of loss of group coverage within sixty (60) calendar days will require the employee to pay his/her insurance premiums retroactively on an after-tax basis.

### **Section 3 – Medical Premium Subsidy**

- (a) The District has established a Medical Premium Subsidy (MPS) to offset the cost of medical plan premiums charged to eligible employees. The MPS shall be applied to medical insurance premiums only and shall not be applicable to dental

insurance premiums. The applicable MPS shall be paid directly to the provider of the District/County-sponsored medical plan in which the eligible employee has enrolled. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions to the San Bernardino County Employees' Retirement Association.

In no case, shall the MPS exceed the cost of the medical insurance premium for the coverage selected (e.g., when the MPS amounts below exceed the lowest HMO cost).

(b) Eligibility.

Employee in regular positions scheduled and paid for a minimum of fifty-six (56) hours per pay period, who are enrolled in a District/County-sponsored medical plan, are eligible to receive the MPS towards the cost of medical coverage.

"Paid" hours for the purposes of this Sub-section (b) shall include accrued paid leave time such as vacation, sick leave, and holidays. It shall not include disability payments such as Short-Term Disability and Workers' Compensation.

Effective the first full pay period following the Board of Supervisors' approval of this Agreement employees shall receive MPS in the amounts per pay period as set forth below:

| Coverage Type | MPS Amount |
|---------------|------------|
| Employee Only | \$176.16   |
| Employee + 1  | \$376.59   |
| Employee + 2  | \$516.08   |

**Section 4 – Needles Premium Subsidy**

For employees assigned to work in the Needles, Trona, and Baker work locations, the District will establish a "Needles Subsidy." To be eligible for the Needles Subsidy the employee must be enrolled in a medical plan and receive MPS. The Needles Subsidy will be paid by the employee's Department and will be equal to the amount of the premium difference between the indemnity medical plan offered in these specific work locations and the lowest cost medical plan provided by the District/County. The applicable Subsidy amount shall be paid directly to the provider of the District/County-sponsored medical plan in which the eligible employee has enrolled. This Subsidy will be established each year when premiums change for the District/County-sponsored medical plans. The Subsidy will be discontinued when the lowest cost medical plan becomes available to the employees.

**Section 5 – Eligibility for MPS While on Leave**

(a) FMLA/CFRA - Employees who are on approved leave, pursuant to applicable law and whose paid hours in a pay period are less than the required number of hours designated in Sub-section 3(b) above will continue to be enrolled in a District/County-sponsored medical plan and receive the MPS in accordance with applicable law.

An employee who does not otherwise meet the requirements for FMLA and/or CFRA (e.g., an employee who has not actually worked 1,250 hours during the applicable twelve (12) month rolling period) after the employee has received the MPS, shall not be eligible for continuation of the MPS in the subsequent year. For example, an employee who is off work continuously for two years, and has received the MPS for a total six (6) pay periods during his/her absence, shall not be eligible for the continuation of MPS in the next rolling year.

- (b) Pregnancy Disability Leave (PDL) - An employee is eligible for continuation of MPS in accordance with applicable law.
- (c) Per Episode of Illness or Injury – Employees who are on an approved medical leave of absence and whose paid hours in a pay period are less than fifty-six (56) hours will continue to receive MPS for up to six (6) pay periods per episode of illness or injury.
- (d) Short-Term Disability/State Disability Insurance - Employees who are fully integrating paid leave time with either Short-Term Disability (STD) insurance or State Disability Insurance (SDI) shall receive the MPS. “Fully integrating paid leave time” means that the total amount of the STD or SDI and the employee’s paid hours (i.e., paid leave and/or regular time) equals 100% of the employee’s pay.

## **MEDICAL EMERGENCY LEAVE**

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

- (a) The employee must have regular status with the District or one (1) year of continuous service in a regular position with the District.
- (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 (two hundred and forty (240) 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 (two hundred and forty (240) working hours) (3) Have exhausted all useable leave balances prior to initial eligibility for Medical Emergency Leave donations – subsequent accruals will not affect eligibility; and (4) Have also recorded at least one hundred twelve (112) hours of sick leave without pay during the current period of disability.
- (c) An employee is not eligible for Medical Emergency Leave if he or she is receiving Workers’ Compensation benefits. An employee receiving Short-Term Disability (STD) payments from the STD plan, and who is also using/coding MEL, shall not receive a combined payment for those MEL hours and STD payments that would exceed the employee’s biweekly base salary. The County must receive proof of STD benefits indicating the payment dates and the amount of the benefit from the benefit provider and/or the Department.

- (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, regardless of rank of occupational unit, in the time frames established by the Human Resources Division. The employee (donee) using/coding 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 four hundred and fifty six (1,456) 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) are specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by the Center for Employee Health and Wellness or medical designee, is required for initial and continued eligibility. An employee shall be eligible to utilize and receive Medical Emergency Leave during the pay period they are on the approved long term leave of absence.
- (g) The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies (i.e., MPS, Opt-out/Waive amounts) per the minimum paid hours (i.e., 56 hours) per pay period requirement of the Medical and Dental Coverage Article, or the requirement of Federal and State Family Leave Acts, as applicable to the individual employee.
- (h) An employee using/coding leave under this program is not eligible for receipt of any accruals such as vacation leave, sick leave, or retirement credit.
- (i) Medical Emergency Leave hours will count towards the accountable hours used to determine holiday leave eligibility.
- (j) 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.
- (k) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals or shall be returned to the donor employee(s) as follows:
  - 1. An employee who resigns while on Medical Emergency Leave (i.e., an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee) shall be paid at one hundred percent (100%) of his/her base hourly rate of pay for all unused Medical Emergency Leave up to 224 hours at time of resignation in accordance with payroll procedures established by the County Auditor-Controller/Treasurer/Tax Collector. In the case of employees who die while

on Medical Emergency Leave, the employees spouse or registered domestic partner, unless otherwise specified on the Beneficiary Designation For Last Will form on file with the ATC, shall be paid at one hundred percent (100%) of the deceased employee's base hourly rate for all unused Medical Emergency Leave up to 224 hours at the time of the employee's death in accordance with payroll procedures established by the County Auditor-Controller/Treasurer/Tax Collector. Any unused Medical Emergency Leave in excess of 224 hours shall be returned to the donor(s), in accordance with the procedures established by the County.

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 be required to return all unused Medical Emergency Leave to the donor(s), in accordance with the procedures established by the County.
  - (l) The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for actual administrative costs.
  - (m) Solicitation of donors shall be regulated by the Human Resources Department, names of donors are to be confidential, and the privacy rights of the donee upheld per legal requirements.
  - (n) All donors and donees shall sign release forms designed, retained, and affected by the Human Resources Department.

## **MERIT ADVANCEMENTS**

- (a) It is agreed that a work performance evaluation shall be completed by the employee's immediate supervisor within ninety (90) calendar days prior to the employee's step advance eligibility date for all employees in this Unit who are below top step of their salary range.

If such employee is evaluated as "Meets Job Standards" or better, the employee will be granted the step advancement effective on the employee's step advance eligibility date.

- (b) If an employee received an overall "Unsatisfactory" or "Improvement Needed" evaluation, the employee's step advancement may not be granted on the date due.

The employee may be reevaluated after a minimum of twenty-eight (28) calendar days. If the employee is evaluated as "Meets Job Standards" or better, the step advancement shall be granted and effective the following pay period.

- (c) In cases where no work performance is filed, an employee should contact the supervisor who must complete and file the work performance evaluation within fourteen (14) calendar days. If the employee is rated as "Meets Job Standards" or better, the employee will be granted the step advance retroactive to the employee's salary advance eligibility date.

## **ON CALL COMPENSATION**

If during the term of this agreement the Fire Department determines that there is a need to address issues related to the placement of employees in on call status at a threshold which is not compensable waiting time under the Fair Labor Standards Act, the parties shall meet and confer in good faith regarding the implementation of such provisions.

## **OPERATIONS LEADERSHIP TEAM**

The parties recognize that the delivery of public service in the most efficient and effective manner is of paramount importance and interest to the District and the Union.

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 an Operations Leadership Team comprised of management and employees shall be created. The purpose of such committee shall be to:

- (a) Review and provide input on proposed District policies and procedures;
- (b) Develop, review and prioritize work simplification project proposals; and,
- (c) Develop and review solutions to specific program problems.

The composition of the Team shall include up to six (6) management representatives, designated by the Fire Chief, and no more than six (6) employees designated by the Union. The Team shall be co-chaired by the Fire Chief or designee and the Union Executive Vice President. Meetings will be held as often as necessary to discharge the functions of the Team. The Team will establish reasonable time frames for the accomplishment of its charges. Recommendations of the Team will be arrived at by consensus and shall be submitted in writing to the Fire Chief for final action, subject to review and approval.

## **OVERTIME**

- (a) Definition. Overtime shall be defined as all hours actually worked in excess of one hundred eighty two (182) hours per work period. A work period shall be twenty four (24) days. 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-cumulative and non-payable when incurred in units of less than fifteen (15) minutes.

An employee shall be paid for a minimum of one (1) hour for any hold-over shift. Overtime shall not affect leave accruals. The District has the right to require overtime to be worked as necessary. To the extent possible, overtime shall be scheduled on a rotating, voluntary basis, provided, however, that when the voluntary system fails, the Division Chief shall have the authority to assign overtime.

- (b) Overtime Compensation. Any employee authorized by the Division Chief or authorized representative 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.
- (c) Payment. Payment for overtime shall be made on the first payday following the pay period in which 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.
- (d) Work Period. The work period for purposes of overtime, established for employees in this unit, shall be twenty-four (24) days. All work periods which define overtime based as other than time worked in excess of forty (40) hours are established pursuant to section 207(k) of the Fair Labor Standards Act (FLSA), 29 USC 201 et sec.

### **PARAMEDIC PAY STIPEND**

Effective the pay period following Board approval of this memorandum of understanding, employees who are certified by the District as a paramedic and by management to perform paramedic functions on a full-time regular basis shall receive a paramedic pay stipend of two-hundred dollars (\$200.00) per month (\$92.31 per pay period). Employees receiving such pay are required to maintain certification and to perform paramedic duties, as needed.

Employees eligible for the stipend who are not in paid status (i.e., not coding paid hours) during a pay period shall not receive the stipend for that pay period.

### **PHYSICAL FITNESS AND APPEARANCE**

The parties agree that the physical, medical, and mental fitness and appearance of fire service personnel are requirements to perform the duties of the job and instill public confidence in the fire service function. They agree that such personnel require special treatment and consideration for the stress, physical demands and appearance expectations of the District and the public. Recognizing these important factors the parties agree that during the term of the Agreement the District may require medical, physical ability, and psychological assessments of such personnel provided the District pays and provides time off without loss of pay for such assessments. Any remedial or treatment action shall be the full responsibility of the employee. The District has the right to establish and maintain physical fitness standards as necessary, using the labor management process as defined in this agreement.

### **PROMOTIONS**

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. Subject to the special provision below for employees on the Firefighter EMT salary range, a promoted employee shall receive at least the entrance rate of the new range, or mathematically closest to a five percent (5%) salary increase, whichever is greater, provided that no employee is thereby advanced above

the top step of the higher base salary range. An employee that has six (6) or fewer pay periods until a step advancement is due at the time of promotion, shall have the next step rate used to determine their new pay rate at the time of promotion. At the discretion of the Fire Chief, and with the approval of the Human Resources Director, 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. A promoted employee shall be required to serve a new probationary period of twenty-six (26) pay periods prior to attaining regular status. Advancement to the next appropriate step shall be contingent upon the completion of twenty-six (26) pay period hours of satisfactory work performance on the current step.

Any exceptions shall be pursuant to the provisions of the Personnel Rules for Board-Governed Special Districts.

Special Provision: An employee on the Firefighter EMT salary range shall be promoted in the same manner above; provided, however, that his promotion shall be calculated based on the rate of the corresponding step of the Firefighter Paramedic salary range. For example, in December 2015 an employee on the Firefighter EMT salary range is at step 10 at a rate of \$21.73/hour and promotes to Engineer. The employee's promotion would be calculated based on step 10 of the Firefighter Paramedic range, which is a rate of \$24.01/hour. Therefore, the employee would be promoted to step 7 at a rate of \$25.39/hour on the Engineer range.

## **PROVISIONS OF LAW**

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

## **REEMPLOYMENT**

A regular employee who has separated from District employment, and who is subsequently rehired in the same classification in a regular position within a ninety (90) calendar day period, may receive restoration of salary step, annual leave accrual rate, and sick leave balance (unless the employee has received payment for unused sick leave in accordance with the Article, Retirement Medical Trust Fund, subject to the approval and conditions established by the Fire Chief and Director of Human Resources or designee. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the

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

A regular employee who has separated from District employment and who is subsequently rehired into a regular position in the same job family within a ninety (90) calendar day period, may receive restoration of vacation accrual rate, sick leave, and retirement contribution rate in the same manner as described above. Such employees shall also suffer loss of seniority and be required to serve a new probationary period, unless such requirements are waived by the Director of Human Resources or designee.

## **RETIREMENT MEDICAL TRUST FUND**

A Retirement Medical Trust Fund will be established for eligible Unit employees. 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 the District. 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.

### **Section 1 – Sick Leave Conversion Eligibility**

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.

### **Section 2 – Sick Leave Conversion Formula**

All eligible employees will be required to contribute the cash value of their unused sick leave balances to the Trust, upon separation from employment with the County for reasons other than death, in accordance with the conversion formula described below:

| <u>Amount of Remaining Sick Leave Hours</u> | <u>Cash Formula Value</u> |
|---|---------------------------|
| 672 hours or less                           | 30%                       |
| 673 to 840 hours                            | 35%                       |
| 841 to 1,008 hours                          | 40%                       |
| 1,009 to 1,176 hours                        | 45%                       |
| 1,177 to 1,344 hours                        | 50%                       |
| 1,345 to 1,680 hours                        | 60%                       |

### **Section 3 – District Contributions**

The District shall contribute to the Trust an amount equal to a percentage of the base biweekly salary of eligible employees as follows:

| <u>Years of Completed County Service</u> | <u>Percentage</u> |
|--|-------------------|
| Less than one year                       | 0%                |
| One but less than ten years              | 1.0%              |
| Ten but less than sixteen years          | 1.75%             |
| Sixteen or more years                    | 2.75%             |

Contributions to the Trust shall not be considered earnable compensation.

### **Section 4 – Death**

Upon the death of an active employee with ten (10) or more years of continuous service from the most recent date of hire in a regular position, the estate of the deceased employee will be paid the cash value for unused sick leave balances according to the sick leave conversion formula of Section 2 of this article, and will not go into the Trust. .

## **RETIREMENT SYSTEM CONTRIBUTIONS**

### **Section 1: Eligibility**

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

Exception: Employees first hired at age 60 or over may choose not to become a member of SBCERA at the time of hire. If this election is made, the employee will participate in the County's PST Deferred Compensation Retirement Plan. Said employee's contributions to the PST Deferred Compensation Retirement Plan shall be automatically deducted from the employee's earnings. Maximum total contributions shall be seven and one-half percent (7½%) of the employee's maximum coverage 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**

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 Contributions under Internal Revenue Code Section 414 (h)(2). The District shall make member contributions under this Section on behalf of the employee, which shall be in lieu of the employee's contributions and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code. The amounts picked up under this Section shall be recouped through offsets against the salary of each employee for whom the district picks up member contributions. These offsets are akin to a reduction in salary and shall be made solely for purposes of income tax reporting and withholding. The member contributions picked up by the District under this Section shall be treated as compensation paid to District employees for all other purposes. No employee shall have the option to receive the Retirement System contribution amounts directly instead of having them paid to the County Retirement System.

**Section 3: Special Provisions (Certain Tier 1 Members Only)**

Employees with at least 25 years of service as set forth in Government Code section 31625.3 as of July 2, 2011, and who have 30 years of service credit as set forth in Government Code section 31625.3 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) pay consecutive pay periods.

**Section 4: Retirement Formula**

## a) Tier 1 Retirement Formula

For Tier 1 members, the District has adopted a resolution making Section 31664.1 of the Government Code (3% at 50 Retirement Formula) applicable to eligible members of this Unit on October 1, 2003. For Tier 1 members, the District has also adopted a resolution pursuant to Section 31678.2 of the Government Code to make Section 31664.1 applicable to all prior safety retirement service credit for each eligible employee in this Unit.

## b) Tier 2 Retirement Formula

For Tier 2 members, as defined under Government Code Section 7522 et seq. and SBCERA bylaws, the applicable Retirement Formula shall be 2.7% at age 57.

**SALARY ADJUSTMENT**

Effective pay period 23/2016 (i.e., the pay period beginning on October 15, 2016) the District shall provide a two percent (2.00%) across the board salary increase to all salary ranges in the Professional Firefighters Unit.

Effective pay period 23/2017 (i.e., the pay period beginning on October 14, 2017) the District shall provide a two percent (2.00%) across the board salary increase to all salary ranges in the Professional Firefighters Unit.

Effective pay period 23/2018 (i.e., the pay period beginning on October 13, 2018) the District shall provide a two percent (2.00%) across the board salary increase to all salary ranges in the Professional Firefighters Unit.

The parties jointly agree that the base salary ranges shall be applicable for the appropriate classifications listed in Appendix B.

For the purposes of this Agreement, base salary rate shall mean the hourly rate of pay established pursuant to the step placement within the base salary range as provided in this Agreement as appropriate. Employees shall be compensated in accordance with established district practices unless specifically modified by this Agreement, i.e., the hourly rate within the established range shall be divided by a factor of 1.4 to determine the fire service hourly rate base for a fifty-six (56) hour workweek.

## **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, including lateral entries, through top step with the approval of the Fire Chief and the Director of Human Resources Director. Except for promotions, all step advancements shall be based upon one (1) step increment in the base salary range. Within the base salary range, all step advancements will be on the first day of each pay period. Approval for advancement shall be based upon satisfactory work performance and completion of required length of service in the classification and upon the recommendation of the Fire Chief. All newly hired Firefighters will be eligible for step advancement upon the completion of twenty-six (26) pay periods of satisfactory work performance.

An employee whose step advancement is denied shall not be eligible for reconsideration of step advancement except as provided in the Article on "Merit Advancements." The time required for step advancement shall be extended by any time spent on leave without pay, which exceeds fifty-six (56) hours in any pay period. The Director of Human Resources 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 or payroll error or omission including any such action which may have arisen in prior fiscal years.

## **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 medical insurance, dental insurance, vision insurance, voluntary life (to the IRS

specified limit) and accidental death and dismemberment insurance premiums currently maintained for Unit employees or any other program(s) mutually agreed upon by the parties. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.

- (b) Benefit Plan elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.
- (c) To be eligible for this benefit, an employee must be in a regular position and be regularly scheduled to work at least fifty-six (56) hours in a pay period or must have received the benefits under section (a) immediately prior to being on an approved leave of absence for which continuation of these benefits is expressly provided under Section 5 of the Medical and Dental Coverage Article.
- (d) Election of pre-tax and after-tax payroll deductions shall be made within sixty (60) days of the initial eligibility period in a manner and on such forms designated by the Human Resources Employee Benefits and Services Division. 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 Section 125 Plan Document. The employee must submit 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 will authorize changes as long as the change is made on account of and consistent with an employee's change in status.

### **SHORT TERM DISABILITY (STD) INSURANCE**

At the beginning of each month the County will pay to Local 935, nineteen dollars and fifty cents (\$19.50) times the number of unit employees in regular positions at that particular time for the STD plan picked by Local 935. Participation is mandatory for all Unit employees. Local 935 shall have sole fiduciary and administrative responsibility to pay premiums to its provider. These payments shall not be reported to the Retirement System as "Earnable Compensation."

### **SMOKING**

Employees hired after January 29, 2002 shall be non-smokers and are required to remain non-smokers throughout their employment. During the term of this MOU newly hired employees will be informed of this Article.

## **SPECIAL ASSIGNMENT COMPENSATION**

Special assignment compensation is a concept, which allows for temporary increases in pay beyond that which is normally allowed when duties performed support such additional pay for specific periods of time. Increases in pay may be granted to recognize the temporary assignment of more difficult duties requiring a greater level of skill(s). Temporary assignment shall mean a period of one (1) calendar year or less. Selected positions may be authorized for special assignment compensation, rather than being permanently reclassified to a higher level, to allow for employee rotation to enhance upward mobility. Increases in pay shall be temporary so long as the higher level duties are assigned and performed, not to exceed one (1) calendar year. Such increases in pay shall not affect an employee's step advancement in the base range pursuant to the Article on "Salary Rates and Step Advancements."

Requests for special assignment compensation may be initiated by the Division Chief or an employee via the Division Chief. The eligibility of the special assignment compensation request shall be reviewed by the Director of Human Resources, and the subsequent final and binding decision for application of special assignment compensation as well as the amount to be awarded shall be determined in writing by the Fire Chief within thirty (30) days following submission. Such compensation shall be paid according to procedures approved by the Board of Supervisors. That procedure is defined as follows:

- (a) Special assignment compensation will be in the form of a bonus equivalent to a specified percentage of the employee's base pay. The Fire Chief, with a recommendation from the Division Chief, will determine the amount of increments of one-half (½%) percent from a minimum of two and one-half percent (2½%) up to a maximum of seven and one-half percent (7½%). It is the responsibility of the requesting district to bear the cost of additional compensation. The bonus will be computed at the specified percentage of the current base pay of the employee for each pay period and will be paid each pay period, except that the final payment of an award which terminates between such payment dates shall be made on the scheduled pay day after the next complete pay period following such termination.
- (b) Prior to the assignment of special assignment duties, that is the temporary assignment of more difficult duties requiring a greater level of skills(s), approval via the signed form must be received from the Fire Chief. Compensation is to be effective only with written approval and assignment of the greater level of duties, with a signed acceptance by the employee. In no case, will awards be made retroactive, to the date preceding the date of approval by the Fire Chief. The Division Chief and the employee bear mutual responsibility for adherence to the special assignment compensation provision as defined above. The Fire Chief has the final and binding authority in that review process to apply or not apply special assignment compensation and, if awarded, the amount. The decision on the employee's request for a review, shall be rendered by the Fire Chief within thirty (30) days of the request. At the end of the one (1) calendar year assignment, special compensation leave may be renewed by the Fire Chief.

**SPECIAL CIRCUMSTANCES PAY**

An employee in a regular position who is assigned to work in the communities of Baker, Needles, or Big River shall receive a pay differential of five percent (5%) of the employee's base hourly rate as provided in Appendix C. Employees assigned to work in Baker, Needles, or Big River work locations who are subsequently reassigned to a different work location shall no longer be eligible for the pay differential. The Fire Chief shall designate the communities eligible for Special Circumstances Pay.

Employees eligible for the pay provided in this Article who are not in paid status (i.e., not coding paid hours) during a pay period shall not receive the Special Circumstances pay for that pay period.

**SPECIALTY PAY DIFFERENTIALS****Section 1: Urban Search & Rescue Team (USAR Team) and Hazardous Materials Team (Haz Mat Team)**

The District has established a pay differential for an Urban Search and Rescue Team (USAR Team) and a Hazardous Materials Team (Haz Mat Team). Employees who volunteer to be on a team and receive the differential must meet and maintain the necessary training and certification standards established by the Department. With the approval of the Fire Chief or designee, the Department shall pay for the tuition and certification associated with USAR and Haz Mat classes or courses. Employees who volunteer to obtain the necessary certifications for inclusion on a team shall be required to attend said classes or courses on their own time.

**A. Urban Search & Rescue Team (USAR Team)**

935 Unit employees assigned to a USAR designated station, as determined by management, who meet the criteria for inclusion on the USAR Team shall receive a bi-weekly differential equivalent to 5.5% of the top step Firefighter Paramedic level. 935 Unit employees who meet the criteria for inclusion on the USAR Team who are not assigned to a USAR station shall be eligible to receive a bi-weekly differential equivalent to 1.5% of the top step Firefighter Paramedic level, to maintain the necessary USAR Team certifications.

**B. Hazardous Materials Team (Haz Mat Team)**

935 Unit employees assigned to a Haz Mat designated station, as determined by management, who meet the criteria for inclusion on the Haz Mat Team shall receive a bi-weekly differential equivalent to 5.5% of the top step Firefighter Paramedic level. 935 Unit employees who meet the criteria for inclusion on the Haz Mat Team who are not assigned to a Haz Mat station shall be eligible to receive a bi-weekly differential equivalent to 1.5% of the top step Firefighter Paramedic level, to maintain the necessary Haz Mat Team certifications.

**Section 2: Other Specialty Pay Differentials****A. Training Officer**

935 unit members regularly assigned to the Training Division shall receive a bi-weekly differential equivalent to 7.5% of the top step Firefighter Paramedic level, after determination of appropriate training and certifications.

All personnel will be assigned a fifty-six (56) hour work week with variable work days or tour of duty within the work period.

**B. Crew Superintendent**

An employee regularly assigned to perform as a Crew Superintendent shall be eligible to receive a bi-weekly differential equivalent to 12.5% of the top step Firefighter Paramedic level. The Crew Superintendent shall oversee all wildland operations in special operations including, but not limited to, paid crews, inmate crews, and dozer programs.

**C. Crew Foreman**

An employee regularly assigned to perform as a Crew Foreman shall be eligible to receive a bi-weekly differential equivalent to 7.5% of the top step Firefighter Paramedic level. The Crew Foreman shall oversee wildland crews and operations, including, but not limited to, crew transport, support vehicles, and equipment.

**D. Heavy Equipment Operator**

An employee regularly assigned to perform as a Heavy Equipment Operator shall be eligible to receive a bi-weekly differential equivalent to 10% of the top step Firefighter Paramedic level. The Heavy Equipment Operator shall oversee wildland dozer equipment and operations, including, but not limited to, transport, support vehicles, and swamper personnel.

**E. Aircraft Rescue Firefighter (ARFF)**

An employee regularly assigned to an ARFF designated station, as determined by management, who meets the criteria for inclusion on the ARFF Team shall be eligible to receive a bi-weekly differential equivalent to 5.5% of the top step Firefighter Paramedic level. An employee who meets the criteria for inclusion on the ARFF Team who is not assigned to an ARFF designated station shall be eligible to receive a bi-weekly differential equivalent to 1.5% of the top step Firefighter Paramedic level per pay period.

**F. Flight Crew Captain**

An employee regularly assigned to perform as a Flight Crew Captain shall be eligible to receive a bi-weekly differential equivalent to 12.5% of the top step Firefighter Paramedic level. The Flight Crew Captain shall be required to hold the rank of Captain and shall oversee all helicopter operations in special operations, including, but not limited to, daily flight operations, rescue hoist operations, wildland air operations, paramedic duties for air rescue transport, search and rescue, and command control. An employee who is

designated by the Department and meets the criteria for inclusion as a Flight Crew Captain (e.g., has the necessary hoist qualifications and has completed ground school) who is not assigned as a Flight Crew Captain shall be eligible to receive a bi-weekly differential equivalent to 1.5% of the top step Firefighter Paramedic level per pay period, to maintain the necessary hoist qualifications and ground school education.

### **G. Flight Paramedic**

An employee regularly assigned to perform as a Flight Paramedic shall be eligible to receive a bi-weekly differential equivalent to 7.5% of the top step Firefighter Paramedic level. The Flight Paramedic duties shall include, but are not limited to, daily flight operations, rescue hoist operations, wildland air operations, paramedic duties for air rescue transport, and search and rescue. An employee who is designated by the Department and meets the criteria for inclusion as Flight Paramedic (e.g., has the necessary hoist qualifications and has completed ground school) who is not assigned as Flight Paramedic shall be eligible to receive a bi-weekly differential equivalent to 1.5% of the top step Firefighter Paramedic level per pay period, to maintain the necessary hoist qualifications and ground school education.

### **Section 3: Special Provisions**

- (a) Specialty pay differentials shall be calculated as a percentage of the base rate of pay per pay period of the top step Firefighter Paramedic level, as provided in Appendix C. For example, the Crew Superintendent differential is 12.5% of the top step Firefighter Paramedic level. In November 2015 the approximate bi-weekly salary of the top Firefighter Paramedic level is \$2,870.56. As such, an employee who is eligible for the Crew Superintendent differential would receive \$358.82 per pay period.
- (b) Employees eligible for a differential(s) provided in this Article who are not in paid status (i.e., not coding paid hours) during a pay period shall not receive the differential(s) for that pay period.

### **STAFFING**

The Union agrees to staffing flexibility in these difficult financial times. The Union President, Fire Chief and County CEO or designee shall meet as needed to ensure effective staffing.

### **STAFFING DESK**

A single central staffing desk has been established to manage staffing and Telestaff activity for unit members. After hours and weekend staffing shall be handled by a single station as the backup staffing desk. Any additional staffing needs shall be managed by the Battalion Chief for the effected Battalion.

## **STANDARD TOUR OF DUTY**

The Fire Chief shall establish the actual number of hours, which comprises the standard tour of duty for each position. Normally, the standard tour of duty will be comprised of twenty-four (24) hours, which equates to one (1) shift. The Fire Chief may modify or change the number of hours in the standard tour of duty for each position to meet the needs of the service.

When the Fire Chief finds it necessary to make such modifications or changes, the Fire Chief shall notify the affected employee(s) indicating the proposed change prior to its implementation.

When such modification or change would affect the standard tour of duty of such employee(s), and when the Union requests to meet and confer, the parties shall expeditiously meet and confer regarding the impact the modification or change could have on employee(s).

For purposes of disciplinary action as defined in the Personnel Rules for Board-governed Special Districts, Rule XI, Section 2, the work day for shift personnel shall be defined as twelve (12) hours.

## **STANDARD WORK WEEK**

The standard work week shall be a fifty-six (56) hour work week as that term is typically defined for fire service personnel.

## **STANDBY**

Employees in regular positions, who are released from active duty but are required by the District to leave notice where they can be reached and be available to return to active duty when required by the district, shall be assigned to standby duty. Standby duty requires that employees so assigned shall: (1) be ready to respond immediately; (2) be reachable by telephone or other communicating devices; (3) be able to report to active duty within a specified period of time; and (4) refrain from activities which might impair their ability to perform assigned duties. Assignment of duty shall be compensated at minimum wage as provided in the Fair Labor Standards Act for each full hour of standby duty. Said compensation is exclusive of any hours worked under provisions of the Article on "Call Back." Standby hours under this Article shall count as hours worked for overtime purposes.

## **TERM**

The term of this Memorandum of Understanding shall commence upon approval by the Board of Supervisors, and shall expire at 12:00 a.m. (midnight) of October 11, 2019. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. (midnight) of October 11, 2019, the terms and conditions of this Memorandum of Understanding shall continue in effect until a successor Memorandum of Understanding is approved by the Board of Supervisors or the dispute resolution procedure has been exhausted, whichever occurs sooner.

## **TIME TRADES**

Employees shall have the right to exchange shifts (time trades) providing that an authorization form, approving the adjustment of leave balances or salary when necessary, has been previously signed and submitted. The time trades must be worked within twelve (12) calendar months. If an employee owes a time trade at the end of the twelve (12) calendar month period the employee will have an equal amount of hours deducted from their vacation leave accruals or holiday leave accruals if insufficient vacation accruals are available. If sufficient vacation or holiday leave accruals are unavailable then salary, equivalent to the amount owed, will be deducted. Employees owed a time trade and who are planning on leaving Department employment must inform their supervisor, with a minimum two (2) week notice, of a time trade owed to them. The employee owing the time trade, if unable to work, will have an equal amount of time owed deducted from his/her vacation leave accruals, holiday leave accruals, or salary. Payment, if necessary and deductions are made at straight time.

Time trades shall be subject to the approval of the immediate supervisor. A time trade is considered a change in the work schedule for the purpose of employee accountability. It is neither a method to circumvent leave request procedures nor is it counted for purposes of determining overtime pursuant to the Fair Labor Standards Act and State Law.

## **UNIFORM ALLOWANCE**

1. The County shall provide an annual uniform allowance in the sum of four hundred fifty dollars (\$450.00) to employees in this Unit in regular positions on payroll in a paid status as of January 1 of each year to compensate for costs associated with uniform purchase, maintenance, cleaning and replacement. Payment shall be made in the month of January each year. Employees on a leave of absence without pay on January 1 shall receive the uniform allowance upon return to paid status. Any employee separating from County employment at the conclusion of a leave of absence shall not receive the uniform allowance.
2. New employees, after successful completion of probation, shall receive an additional one hundred twenty-five (\$125.00) for the purchase of the required Class A uniform. This payment shall be requested within six (6) months of completing probation and shall be paid within four (4) pay periods of being requested.

## **UNION BUSINESS**

- (a) Union members shall be granted a reasonable amount of District time to perform their Union functions, including attendance at Union meetings, conventions, conferences, and seminars, without loss of pay, UB coverage will qualify for force hire to backfill. Leave time shall be approved by the Fire Chief, County Executive Officer or the designee of either prior to taking such leave. The Union shall keep the Fire District informed of Executive Board members at all times.
- (b) The District agrees to allow Union officials time during non-active duty hours to perform the following Union functions:

1. Posting of Union notices on approved bulletin boards within the assigned District;
  2. Distribution of Union literature within the assigned District; and,
  3. Communication via Union telephone or mail to other Districts or Union representatives. In addition, said Union officials will be granted release time to consult with District management concerning the enforcement of this Agreement or to represent an employee in a grievance hearing.
- (c) The District agrees to allow up to a maximum total of three (3) employees release time to represent the Union during meet and confer sessions. Said employees shall only be compensated at their base rate of pay for time actually spent while meeting and conferring during their tour of duty. In no case shall such employees be entitled to overtime compensation for the time spent during such meet and confer sessions, nor any compensation for time spent in preparation for meeting and conferring.

## **UNION DUES**

It is agreed that during the term of this Agreement, Union membership dues and insurance premiums for plans sponsored by the Union shall be deducted by the County from the pay warrant of each employee covered hereby who files with the District 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 the Union within thirty (30) days after the conclusion of the month in which said membership dues and insurance premiums were deducted.

The District may charge a service fee of five cents (\$.05) per pay period deduction per employee for the processing of such deductions. Said District shall not be liable to the Union, 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, less the service fee. The Union shall hold the District 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 the District Under this Article.

## **UPGRADING**

An upgrading is the reclassification of a position from one classification to another classification having a higher base salary range. Whenever an incumbent employee is upgraded as a result of such reclassification, pursuant to the Personnel Rules, such employee's step placement in the new salary range shall be governed by the Article on "Salary Rates and Step Advancements."

**VISION CARE INSURANCE**

The District agrees to offer vision care insurance subject to carrier requirements and pursuant to applicable law. Selection of the vision care provider and the method of computing premiums shall be within the sole discretion of the County. The District will pay the premiums for vision care insurance for employees (employee-only coverage) in regular positions scheduled and paid for at least fifty-six (56) hours in a pay period. Eligible employees may elect to purchase coverage for their dependents pursuant to the Section 125 Premium Conversion Plan. Employees and eligible dependents who are no longer eligible for County-paid or voluntary vision care insurance will have the option of enrolling in COBRA continuation coverage.

**WORK DISRUPTION**

The parties agree that no work disruptions of any kind shall be caused or sanctioned by the Union during the term of this Agreement. Work disruptions include, but are not limited to: sit-down, stay-in, speed-up, or slowdown in any operations of the District; strike, curtailment of work, disruption or interference with the operations of the District, or any other form of concerted work activity. The Union shall discourage any such work disruptions and shall make positive efforts to return employees to their jobs. The participation of any employee in a concerted work action can result in disciplinary action, including termination. The parties agree that no lockout of employees shall be instituted by the District during the term of this Agreement, unless conditions herein are suspected to have been violated.

**APPENDIX A**

**APPROVAL BY BOARD OF DIRECTORS**

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

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

DATED: SEP 21 2015

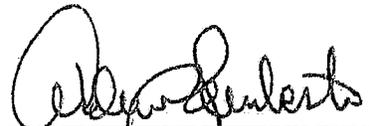
**SAN BERNARDINO COUNTY  
FIRE PROTECTION DISTRICT**

**SAN BERNARDINO COUNTY  
PROFESSIONAL FIREFIGHTERS  
IAFF, LOCAL 935**

  
\_\_\_\_\_  
**BOB WINDLE**  
Assistant Director of Human Resources

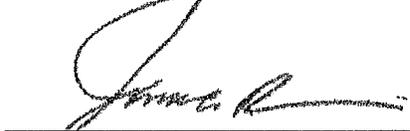
  
\_\_\_\_\_  
**JAMES GRIGOLI, President**

**RECOMMENDED FOR BOARD OF DIRECTORS APPROVAL:**

  
\_\_\_\_\_  
**ANDREW LAMBERTO**  
Director of Human Resources

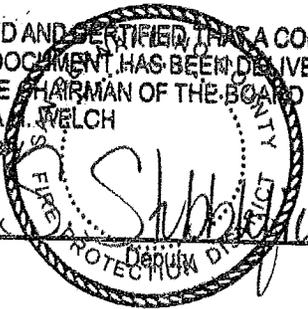
  
\_\_\_\_\_  
**GREGORY C. DEVEREAUX**  
Chief Executive Officer

**BOARD OF SUPERVISORS**

  
\_\_\_\_\_  
**JAMES RAMOS, Chairman**

OCT 06 2015  
\_\_\_\_\_  
Date

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

By  \_\_\_\_\_  


## APPENDIX B

### Local 935 Fire

#### CLASSIFICATION

Firefighter  
Engineer  
Captain

#### SALARY RANGE

FFE, FFP  
ENG  
CAP

935 Firefighters Salary Schedules  
Effective 10/17/15

| Firefighter with EMT        | Step 1       | Step 2       | Step 3       | Step 4       | Step 5       | Step 6       | Step 7       | Step 8       | Step 9       | Step 10      | Step 11      | Step 12      | Step 13       |
|-----------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| FFE                         | \$ 17.52     | \$ 17.94     | \$ 18.37     | \$ 18.82     | \$ 19.28     | \$ 19.76     | \$ 20.23     | \$ 20.72     | \$ 21.22     | \$ 21.73     | \$ 22.27     | \$ 22.79     | \$ 23.35      |
|                             | \$ 24.58     | \$ 25.12     | \$ 25.72     | \$ 26.35     | \$ 26.99     | \$ 27.66     | \$ 28.32     | \$ 29.01     | \$ 29.71     | \$ 30.42     | \$ 31.18     | \$ 31.91     | \$ 32.69      |
|                             | \$ 1,962.24  | \$ 2,009.28  | \$ 2,057.44  | \$ 2,107.84  | \$ 2,159.36  | \$ 2,213.12  | \$ 2,265.76  | \$ 2,320.64  | \$ 2,376.64  | \$ 2,433.76  | \$ 2,494.24  | \$ 2,552.48  | \$ 2,615.20   |
|                             | \$ 4,251.52  | \$ 4,353.44  | \$ 4,457.79  | \$ 4,566.99  | \$ 4,678.61  | \$ 4,795.09  | \$ 4,909.15  | \$ 5,028.05  | \$ 5,149.89  | \$ 5,275.15  | \$ 5,404.19  | \$ 5,530.37  | \$ 5,666.27   |
|                             | \$ 51,018.24 | \$ 52,241.28 | \$ 53,493.44 | \$ 54,803.84 | \$ 56,143.36 | \$ 57,541.12 | \$ 58,999.76 | \$ 61,792.64 | \$ 63,777.76 | \$ 65,850.24 | \$ 68,024.24 | \$ 70,302.48 | \$ 72,691.20  |
| Firefighter with Paramedic  |              |              |              |              |              |              |              |              |              |              |              |              |               |
| FFP                         | \$ 19.80     | \$ 20.22     | \$ 20.65     | \$ 21.10     | \$ 21.56     | \$ 22.04     | \$ 22.51     | \$ 23.00     | \$ 23.50     | \$ 24.01     | \$ 24.55     | \$ 25.07     | \$ 25.63      |
|                             | \$ 27.72     | \$ 28.31     | \$ 28.91     | \$ 29.54     | \$ 30.18     | \$ 30.86     | \$ 31.51     | \$ 32.20     | \$ 32.90     | \$ 33.61     | \$ 34.37     | \$ 35.10     | \$ 35.88      |
|                             | \$ 2,217.60  | \$ 2,264.64  | \$ 2,312.80  | \$ 2,362.20  | \$ 2,414.72  | \$ 2,468.48  | \$ 2,521.12  | \$ 2,576.00  | \$ 2,632.00  | \$ 2,689.12  | \$ 2,749.60  | \$ 2,807.84  | \$ 2,870.56   |
|                             | \$ 4,804.80  | \$ 4,906.72  | \$ 5,011.07  | \$ 5,120.27  | \$ 5,231.89  | \$ 5,348.37  | \$ 5,462.43  | \$ 5,581.33  | \$ 5,702.67  | \$ 5,826.43  | \$ 5,957.47  | \$ 6,083.65  | \$ 6,219.55   |
|                             | \$ 57,657.60 | \$ 58,880.64 | \$ 60,132.80 | \$ 61,443.20 | \$ 62,782.72 | \$ 64,180.48 | \$ 65,549.12 | \$ 66,976.00 | \$ 68,432.00 | \$ 69,917.12 | \$ 71,489.60 | \$ 73,003.84 | \$ 74,634.56  |
| Engineer                    |              |              |              |              |              |              |              |              |              |              |              |              |               |
| ENG                         | \$ 22.27     | \$ 22.76     | \$ 23.26     | \$ 23.77     | \$ 24.30     | \$ 24.83     | \$ 25.39     | \$ 25.96     | \$ 26.53     | \$ 27.13     | \$ 27.74     | \$ 28.34     | \$ 28.97      |
|                             | \$ 31.18     | \$ 31.86     | \$ 32.56     | \$ 33.28     | \$ 34.02     | \$ 34.76     | \$ 35.55     | \$ 36.34     | \$ 37.14     | \$ 37.98     | \$ 38.84     | \$ 39.68     | \$ 40.56      |
|                             | \$ 2,494.24  | \$ 2,549.12  | \$ 2,605.12  | \$ 2,662.24  | \$ 2,721.60  | \$ 2,780.96  | \$ 2,843.68  | \$ 2,907.52  | \$ 2,971.36  | \$ 3,038.56  | \$ 3,106.88  | \$ 3,174.08  | \$ 3,244.64   |
|                             | \$ 5,404.19  | \$ 5,523.09  | \$ 5,644.43  | \$ 5,768.19  | \$ 5,896.80  | \$ 6,025.41  | \$ 6,161.31  | \$ 6,299.63  | \$ 6,437.95  | \$ 6,583.55  | \$ 6,731.57  | \$ 6,877.17  | \$ 7,030.05   |
|                             | \$ 64,850.24 | \$ 66,277.12 | \$ 67,733.12 | \$ 69,218.24 | \$ 70,761.60 | \$ 72,304.96 | \$ 73,935.68 | \$ 75,595.52 | \$ 77,253.96 | \$ 79,002.56 | \$ 80,778.88 | \$ 82,526.08 | \$ 84,360.64  |
| Captain                     |              |              |              |              |              |              |              |              |              |              |              |              |               |
| CAP                         | \$ 25.96     | \$ 26.54     | \$ 27.13     | \$ 27.74     | \$ 28.36     | \$ 29.00     | \$ 29.65     | \$ 30.33     | \$ 31.01     | \$ 31.71     | \$ 32.44     | \$ 33.15     | \$ 33.92      |
|                             | \$ 36.34     | \$ 37.16     | \$ 37.98     | \$ 38.84     | \$ 39.70     | \$ 40.60     | \$ 41.51     | \$ 42.46     | \$ 43.41     | \$ 44.39     | \$ 45.42     | \$ 46.41     | \$ 47.49      |
|                             | \$ 2,907.52  | \$ 2,972.48  | \$ 3,038.56  | \$ 3,106.88  | \$ 3,176.32  | \$ 3,248.00  | \$ 3,320.80  | \$ 3,396.96  | \$ 3,473.12  | \$ 3,551.52  | \$ 3,633.28  | \$ 3,712.80  | \$ 3,796.04   |
|                             | \$ 6,299.63  | \$ 6,440.37  | \$ 6,583.55  | \$ 6,731.57  | \$ 6,882.03  | \$ 7,037.33  | \$ 7,195.07  | \$ 7,360.08  | \$ 7,525.09  | \$ 7,694.96  | \$ 7,872.11  | \$ 8,044.40  | \$ 8,231.25   |
|                             | \$ 75,595.52 | \$ 77,284.48 | \$ 79,002.56 | \$ 80,778.88 | \$ 82,584.32 | \$ 84,448.00 | \$ 86,340.80 | \$ 88,320.96 | \$ 90,301.12 | \$ 92,339.52 | \$ 94,465.28 | \$ 96,592.80 | \$ 98,775.04  |
| Effective 10/15/16 (2% A1B) |              |              |              |              |              |              |              |              |              |              |              |              |               |
| Firefighter with EMT        |              |              |              |              |              |              |              |              |              |              |              |              |               |
| FFE                         | \$ 17.87     | \$ 18.30     | \$ 18.74     | \$ 19.20     | \$ 19.67     | \$ 20.16     | \$ 20.63     | \$ 21.13     | \$ 21.64     | \$ 22.16     | \$ 22.71     | \$ 23.25     | \$ 23.82      |
|                             | \$ 25.02     | \$ 25.62     | \$ 26.24     | \$ 26.88     | \$ 27.54     | \$ 28.22     | \$ 28.88     | \$ 29.58     | \$ 30.30     | \$ 31.02     | \$ 31.81     | \$ 32.55     | \$ 33.35      |
|                             | \$ 2,001.44  | \$ 2,049.60  | \$ 2,098.88  | \$ 2,150.40  | \$ 2,203.04  | \$ 2,257.92  | \$ 2,310.56  | \$ 2,366.56  | \$ 2,423.68  | \$ 2,481.92  | \$ 2,544.64  | \$ 2,604.00  | \$ 2,667.84   |
|                             | \$ 4,386.45  | \$ 4,480.80  | \$ 4,574.57  | \$ 4,659.20  | \$ 4,773.25  | \$ 4,893.16  | \$ 5,006.21  | \$ 5,127.55  | \$ 5,251.31  | \$ 5,377.49  | \$ 5,513.39  | \$ 5,642.00  | \$ 5,780.32   |
|                             | \$ 52,037.44 | \$ 53,289.60 | \$ 54,570.88 | \$ 55,910.40 | \$ 57,279.04 | \$ 58,705.92 | \$ 60,074.56 | \$ 61,550.56 | \$ 63,015.68 | \$ 64,529.92 | \$ 66,160.64 | \$ 67,704.00 | \$ 69,363.84  |
| Firefighter with Paramedic  |              |              |              |              |              |              |              |              |              |              |              |              |               |
| FFP                         | \$ 20.20     | \$ 20.62     | \$ 21.06     | \$ 21.52     | \$ 21.99     | \$ 22.48     | \$ 22.96     | \$ 23.46     | \$ 23.97     | \$ 24.49     | \$ 25.04     | \$ 25.57     | \$ 26.14      |
|                             | \$ 28.28     | \$ 28.87     | \$ 29.48     | \$ 30.13     | \$ 30.79     | \$ 31.47     | \$ 32.14     | \$ 32.84     | \$ 33.56     | \$ 34.29     | \$ 35.06     | \$ 35.80     | \$ 36.60      |
|                             | \$ 2,262.40  | \$ 2,309.44  | \$ 2,358.72  | \$ 2,410.24  | \$ 2,462.88  | \$ 2,517.76  | \$ 2,571.52  | \$ 2,627.52  | \$ 2,684.64  | \$ 2,742.88  | \$ 2,804.48  | \$ 2,863.84  | \$ 2,927.68   |
|                             | \$ 4,901.87  | \$ 5,003.79  | \$ 5,110.56  | \$ 5,222.19  | \$ 5,336.24  | \$ 5,455.15  | \$ 5,571.63  | \$ 5,692.96  | \$ 5,816.72  | \$ 5,942.91  | \$ 6,076.37  | \$ 6,204.99  | \$ 6,343.31   |
|                             | \$ 58,822.40 | \$ 60,045.44 | \$ 61,326.72 | \$ 62,666.24 | \$ 64,034.88 | \$ 65,461.76 | \$ 66,859.52 | \$ 68,315.52 | \$ 69,800.64 | \$ 71,314.88 | \$ 72,916.48 | \$ 74,459.84 | \$ 76,119.68  |
| Engineer                    |              |              |              |              |              |              |              |              |              |              |              |              |               |
| ENG                         | \$ 22.72     | \$ 23.22     | \$ 23.73     | \$ 24.25     | \$ 24.79     | \$ 25.33     | \$ 25.90     | \$ 26.48     | \$ 27.06     | \$ 27.67     | \$ 28.29     | \$ 28.91     | \$ 29.55      |
|                             | \$ 31.81     | \$ 32.51     | \$ 33.22     | \$ 33.95     | \$ 34.71     | \$ 35.46     | \$ 36.26     | \$ 37.07     | \$ 37.88     | \$ 38.74     | \$ 39.61     | \$ 40.47     | \$ 41.37      |
|                             | \$ 2,544.64  | \$ 2,600.64  | \$ 2,657.76  | \$ 2,716.00  | \$ 2,776.48  | \$ 2,838.96  | \$ 2,900.80  | \$ 2,965.76  | \$ 3,030.72  | \$ 3,095.04  | \$ 3,168.48  | \$ 3,237.92  | \$ 3,309.60   |
|                             | \$ 5,513.39  | \$ 5,634.72  | \$ 5,758.48  | \$ 5,884.67  | \$ 6,015.71  | \$ 6,146.75  | \$ 6,285.07  | \$ 6,425.81  | \$ 6,566.56  | \$ 6,714.59  | \$ 6,865.04  | \$ 7,015.49  | \$ 7,170.80   |
|                             | \$ 66,160.64 | \$ 67,616.64 | \$ 69,101.76 | \$ 70,616.00 | \$ 72,188.48 | \$ 73,760.96 | \$ 75,420.80 | \$ 77,109.76 | \$ 78,798.72 | \$ 80,575.04 | \$ 82,380.48 | \$ 84,185.92 | \$ 86,049.60  |
| Captain                     |              |              |              |              |              |              |              |              |              |              |              |              |               |
| CAP                         | \$ 26.48     | \$ 27.07     | \$ 27.67     | \$ 28.29     | \$ 28.93     | \$ 29.58     | \$ 30.24     | \$ 30.94     | \$ 31.63     | \$ 32.34     | \$ 33.09     | \$ 33.81     | \$ 34.60      |
|                             | \$ 37.07     | \$ 37.90     | \$ 38.74     | \$ 39.61     | \$ 40.50     | \$ 41.41     | \$ 42.34     | \$ 43.28     | \$ 44.24     | \$ 45.21     | \$ 46.33     | \$ 47.48     | \$ 48.64      |
|                             | \$ 2,965.76  | \$ 3,031.84  | \$ 3,099.04  | \$ 3,168.48  | \$ 3,240.16  | \$ 3,312.96  | \$ 3,386.88  | \$ 3,465.28  | \$ 3,542.56  | \$ 3,622.08  | \$ 3,706.08  | \$ 3,786.72  | \$ 3,875.20   |
|                             | \$ 6,425.81  | \$ 6,568.99  | \$ 6,714.59  | \$ 6,865.04  | \$ 7,020.35  | \$ 7,178.08  | \$ 7,338.24  | \$ 7,508.11  | \$ 7,675.55  | \$ 7,849.84  | \$ 8,029.84  | \$ 8,204.56  | \$ 8,396.27   |
|                             | \$ 77,109.76 | \$ 78,827.84 | \$ 80,575.04 | \$ 82,380.48 | \$ 84,244.16 | \$ 86,136.96 | \$ 88,058.88 | \$ 90,097.28 | \$ 92,106.56 | \$ 94,174.08 | \$ 96,358.08 | \$ 98,454.72 | \$ 100,755.20 |

Local 935 Fire MOU

2015-2019

935 Firefighters Salary Schedules  
Effective 10/14/17 (2% ATB)

| Firefighter with EMT | Step 1   |          | Step 2   |          | Step 3   |          | Step 4   |          | Step 5   |          | Step 6   |          | Step 7   |          | Step 8   |          | Step 9   |          | Step 10  |          | Step 11  |          | Step 12  |          | Step 13  |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |         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          |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |      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|----------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-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|                      | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7   | Step 8   | Step 9   | Step 10  | Step 11  | Step 12  | Step 13  | Step 14  | Step 15  | Step 16  | Step 17  | Step 18  | Step 19  | Step 20  | Step 21  | Step 22  | Step 23  | Step 24  | Step 25  | Step 26  | Step 27  | Step 28  |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |   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          |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |      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| FFE                  | \$ 18.23 | \$ 18.67 | \$ 19.11 | \$ 19.58 | \$ 20.06 | \$ 20.56 | \$ 21.04 | \$ 21.55 | \$ 22.07 | \$ 22.60 | \$ 23.17 | \$ 23.72 | \$ 24.30 | \$ 24.88 | \$ 25.48 | \$ 26.08 | \$ 26.68 | \$ 27.29 | \$ 27.90 | \$ 28.52 | \$ 29.15 | \$ 29.78 | \$ 30.42 | \$ 31.07 | \$ 31.72 | \$ 32.38 | \$ 33.05 | \$ 33.72 | \$ 34.40 | \$ 35.08 | \$ 35.76 | \$ 36.44 | \$ 37.12 | \$ 37.80 | \$ 38.48 | \$ 39.16 | \$ 39.84 | \$ 40.52 | \$ 41.20 | \$ 41.88 | \$ 42.56 | \$ 43.24 | \$ 43.92 | \$ 44.60 | \$ 45.28 | \$ 45.96 | \$ 46.64 | \$ 47.32 | \$ 48.00 | \$ 48.68 | \$ 49.36 | \$ 50.04 | \$ 50.72 | \$ 51.40 | \$ 52.08 | \$ 52.76 | \$ 53.44 | \$ 54.12 | \$ 54.80 | \$ 55.48 | \$ 56.16 | \$ 56.84 | \$ 57.52 | \$ 58.20 | \$ 58.88 | \$ 59.56 | \$ 60.24 | \$ 60.92 | \$ 61.60 | \$ 62.28 | \$ 62.96 | \$ 63.64 | \$ 64.32 | \$ 65.00 | \$ 65.68 | \$ 66.36 | \$ 67.04 | \$ 67.72 | \$ 68.40 | \$ 69.08 | \$ 69.76 | \$ 70.44 | \$ 71.12 | \$ 71.80 | \$ 72.48 | \$ 73.16 | \$ 73.84 | \$ 74.52 | \$ 75.20 | \$ 75.88 | \$ 76.56 | \$ 77.24 | \$ 77.92 | \$ 78.60 | \$ 79.28 | \$ 79.96 | \$ 80.64 | \$ 81.32 | \$ 82.00 | \$ 82.68 | \$ 83.36 | \$ 84.04 | \$ 84.72 | \$ 85.40 | \$ 86.08 | \$ 86.76 | \$ 87.44 | \$ 88.12 | \$ 88.80 | \$ 89.48 | \$ 90.16 | \$ 90.84 | \$ 91.52 | \$ 92.20 | \$ 92.88 | \$ 93.56 | \$ 94.24 | \$ 94.92 | \$ 95.60 | \$ 96.28 | \$ 96.96 | \$ 97.64 | \$ 98.32 | \$ 99.00 | \$ 99.68 | \$ 100.36 | \$ 101.04 | \$ 101.72 | \$ 102.40 | \$ 103.08 | \$ 103.76 | \$ 104.44 | \$ 105.12 | \$ 105.80 | \$ 106.48 | \$ 107.16 | \$ 107.84 | \$ 108.52 | \$ 109.20 | \$ 109.88 | \$ 110.56 | \$ 111.24 | \$ 111.92 | \$ 112.60 | \$ 113.28 | \$ 113.96 | \$ 114.64 | \$ 115.32 | \$ 116.00 | \$ 116.68 | \$ 117.36 | \$ 118.04 | \$ 118.72 | \$ 119.40 | \$ 120.08 | \$ 120.76 | \$ 121.44 | \$ 122.12 | \$ 122.80 | \$ 123.48 | \$ 124.16 | \$ 124.84 | \$ 125.52 | \$ 126.20 | \$ 126.88 | \$ 127.56 | \$ 128.24 | \$ 128.92 | \$ 129.60 | \$ 130.28 | \$ 130.96 | \$ 131.64 | \$ 132.32 | \$ 133.00 | \$ 133.68 | \$ 134.36 | \$ 135.04 | \$ 135.72 | \$ 136.40 | \$ 137.08 | \$ 137.76 | \$ 138.44 | \$ 139.12 | \$ 139.80 | \$ 140.48 | \$ 141.16 | \$ 141.84 | \$ 142.52 | \$ 143.20 | \$ 143.88 | \$ 144.56 | \$ 145.24 | \$ 145.92 | \$ 146.60 | \$ 147.28 | \$ 147.96 | \$ 148.64 | \$ 149.32 | \$ 150.00 | \$ 150.68 | \$ 151.36 | \$ 152.04 | \$ 152.72 | \$ 153.40 | \$ 154.08 | \$ 154.76 | \$ 155.44 | \$ 156.12 | \$ 156.80 | \$ 157.48 | \$ 158.16 | \$ 158.84 | \$ 159.52 | \$ 160.20 | \$ 160.88 | \$ 161.56 | \$ 162.24 | \$ 162.92 | \$ 163.60 | \$ 164.28 | \$ 164.96 | \$ 165.64 | \$ 166.32 | \$ 167.00 | \$ 167.68 | \$ 168.36 | \$ 169.04 | \$ 169.72 | \$ 170.40 | \$ 171.08 | \$ 171.76 | \$ 172.44 | \$ 173.12 | \$ 173.80 | \$ 174.48 | \$ 175.16 | \$ 175.84 | \$ 176.52 | \$ 177.20 | \$ 177.88 | \$ 178.56 | \$ 179.24 | \$ 179.92 | \$ 180.60 | \$ 181.28 | \$ 181.96 | \$ 182.64 | \$ 183.32 | \$ 184.00 | \$ 184.68 | \$ 185.36 | \$ 186.04 | \$ 186.72 | \$ 187.40 | \$ 188.08 | \$ 188.76 | \$ 189.44 | \$ 190.12 | \$ 190.80 | \$ 191.48 | \$ 192.16 | \$ 192.84 | \$ 193.52 | \$ 194.20 | \$ 194.88 | \$ 195.56 | \$ 196.24 | \$ 196.92 | \$ 197.60 | \$ 198.28 | \$ 198.96 | \$ 199.64 | \$ 200.32 | \$ 201.00 | \$ 201.68 | \$ 202.36 | \$ 203.04 | \$ 203.72 | \$ 204.40 | \$ 205.08 | \$ 205.76 | \$ 206.44 | \$ 207.12 | \$ 207.80 | \$ 208.48 | \$ 209.16 | \$ 209.84 | \$ 210.52 | \$ 211.20 | \$ 211.88 | \$ 212.56 | \$ 213.24 | \$ 213.92 | \$ 214.60 | \$ 215.28 | \$ 215.96 | \$ 216.64 | \$ 217.32 | \$ 218.00 | \$ 218.68 | \$ 219.36 | \$ 220.04 | \$ 220.72 | \$ 221.40 | \$ 222.08 | \$ 222.76 | \$ 223.44 | \$ 224.12 | \$ 224.80 | \$ 225.48 | \$ 226.16 | \$ 226.84 | \$ 227.52 | \$ 228.20 | \$ 228.88 | \$ 229.56 | \$ 230.24 | \$ 230.92 | \$ 231.60 | \$ 232.28 | \$ 232.96 | \$ 233.64 | \$ 234.32 | \$ 235.00 | \$ 235.68 | \$ 236.36 | \$ 237.04 | \$ 237.72 | \$ 238.40 | \$ 239.08 | \$ 239.76 | \$ 240.44 | \$ 241.12 | \$ 241.80 | \$ 242.48 | \$ 243.16 | \$ 243.84 | \$ 244.52 | \$ 245.20 | \$ 245.88 | \$ 246.56 | \$ 247.24 | \$ 247.92 | \$ 248.60 | \$ 249.28 | \$ 249.96 | \$ 250.64 | \$ 251.32 | \$ 252.00 | \$ 252.68 | \$ 253.36 | \$ 254.04 | \$ 254.72 | \$ 255.40 | \$ 256.08 | \$ 256.76 | \$ 257.44 | \$ 258.12 | \$ 258.80 | \$ 259.48 | \$ 260.16 | \$ 260.84 | \$ 261.52 | \$ 262.20 | \$ 262.88 | \$ 263.56 | \$ 264.24 | \$ 264.92 | \$ 265.60 | \$ 266.28 | \$ 266.96 | \$ 267.64 | \$ 268.32 | \$ 269.00 | \$ 269.68 | \$ 270.36 | \$ 271.04 | \$ 271.72 | \$ 272.40 | \$ 273.08 | \$ 273.76 | \$ 274.44 | \$ 275.12 | \$ 275.80 | \$ 276.48 | \$ 277.16 | \$ 277.84 | \$ 278.52 | \$ 279.20 | \$ 279.88 | \$ 280.56 | \$ 281.24 | \$ 281.92 | \$ 282.60 | \$ 283.28 | \$ 283.96 | \$ 284.64 | \$ 285.32 | \$ 286.00 | \$ 286.68 | \$ 287.36 | \$ 288.04 | \$ 288.72 | \$ 289.40 | \$ 290.08 | \$ 290.76 | \$ 291.44 | \$ 292.12 | \$ 292.80 | \$ 293.48 | \$ 294.16 | \$ 294.84 | \$ 295.52 | \$ 296.20 | \$ 296.88 | \$ 297.56 | \$ 298.24 | \$ 298.92 | \$ 299.60 | \$ 300.28 | \$ 300.96 | \$ 301.64 | \$ 302.32 | \$ 303.00 | \$ 303.68 | \$ 304.36 | \$ 305.04 | \$ 305.72 | \$ 306.40 | \$ 307.08 | \$ 307.76 | \$ 308.44 | \$ 309.12 | \$ 309.80 | \$ 310.48 | \$ 311.16 | \$ 311.84 | \$ 312.52 | \$ 313.20 | \$ 313.88 | \$ 314.56 | \$ 315.24 | \$ 315.92 | \$ 316.60 | \$ 317.28 | \$ 317.96 | \$ 318.64 | \$ 319.32 | \$ 320.00 | \$ 320.68 | \$ 321.36 | \$ 322.04 | \$ 322.72 | \$ 323.40 | \$ 324.08 | \$ 324.76 | \$ 325.44 | \$ 326.12 | \$ 326.80 | \$ 327.48 | \$ 328.16 | \$ 328.84 | \$ 329.52 | \$ 330.20 | \$ 330.88 | \$ 331.56 | \$ 332.24 | \$ 332.92 | \$ 333.60 | \$ 334.28 | \$ 334.96 | \$ 335.64 | \$ 336.32 | \$ 337.00 | \$ 337.68 | \$ 338.36 | \$ 339.04 | \$ 339.72 | \$ 340.40 | \$ 341.08 | \$ 341.76 | \$ 342.44 | \$ 343.12 | \$ 343.80 | \$ 344.48 | \$ 345.16 | \$ 345.84 | \$ 346.52 | \$ 347.20 | \$ 347.88 | \$ 348.56 | \$ 349.24 | \$ 349.92 | \$ 350.60 | \$ 351.28 | \$ 351.96 | \$ 352.64 | \$ 353.32 | \$ 354.00 | \$ 354.68 | \$ 355.36 | \$ 356.04 | \$ 356.72 | \$ 357.40 | \$ 358.08 | \$ 358.76 | \$ 359.44 | \$ 360.12 | \$ 360.80 | \$ 361.48 | \$ 362.16 | \$ 362.84 | \$ 363.52 | \$ 364.20 | \$ 364.88 | \$ 365.56 | \$ 366.24 | \$ 366.92 | \$ 367.60 | \$ 368.28 | \$ 368.96 | \$ 369.64 | \$ 370.32 | \$ 371.00 | \$ 371.68 | \$ 372.36 | \$ 373.04 | \$ 373.72 | \$ 374.40 | \$ 375.08 | \$ 375.76 | \$ 376.44 | \$ 377.12 | \$ 377.80 | \$ 378.48 | \$ 379.16 | \$ 379.84 | \$ 380.52 | \$ 381.20 | \$ 381.88 | \$ 382.56 | \$ 383.24 | \$ 383.92 | \$ 384.60 | \$ 385.28 | \$ 385.96 | \$ 386.64 | \$ 387.32 | \$ 388.00 | \$ 388.68 | \$ 389.36 | \$ 390.04 | \$ 390.72 | \$ 391.40 | \$ 392.08 | \$ 392.76 | \$ 393.44 | \$ 394.12 | \$ 394.80 | \$ 395.48 | \$ 396.16 | \$ 396.84 | \$ 397.52 | \$ 398.20 | \$ 398.88 | \$ 399.56 | \$ 400.24 | \$ 400.92 | \$ 401.60 | \$ 402.28 | \$ 402.96 | \$ 403.64 | \$ 404.32 | \$ 405.00 | \$ 405.68 | \$ 406.36 | \$ 407.04 | \$ 407.72 | \$ 408.40 | \$ 409.08 | \$ 409.76 | \$ 410.44 | \$ 411.12 | \$ 411.80 | \$ 412.48 | \$ 413.16 | \$ 413.84 | \$ 414.52 | \$ 415.20 | \$ 415.88 | \$ 416.56 | \$ 417.24 | \$ 417.92 | \$ 418.60 | \$ 419.28 | \$ 419.96 | \$ 420.64 | \$ 421.32 | \$ 422.00 | \$ 422.68 | \$ 423.36 | \$ 424.04 | \$ 424.72 | \$ 425.40 | \$ 426.08 | \$ 426.76 | \$ 427.44 | \$ 428.12 | \$ 428.80 | \$ 429.48 | \$ 430.16 | \$ 430.84 | \$ 431.52 | \$ 432.20 | \$ 432.88 | \$ 433.56 | \$ 434.24 | \$ 434.92 | \$ 435.60 | \$ 436.28 | \$ 436.96 | \$ 437.64 | \$ 438.32 | \$ 439.00 | \$ 439.68 | \$ 440.36 | \$ 441.04 | \$ 441.72 | \$ 442.40 | \$ 443.08 | \$ 443.76 | \$ 444.44 | \$ 445.12 | \$ 445.80 | \$ 446.48 | \$ 447.16 | \$ 447.84 | \$ 448.52 | \$ 449.20 | \$ 449.88 | \$ 450.56 | \$ 451.24 | \$ 451.92 | \$ 452.60 | \$ 453.28 | \$ 453.96 | \$ 454.64 | \$ 455.32 | \$ 456.00 | \$ 456.68 | \$ 457.36 | \$ 458.04 | \$ 458.72 | \$ 459.40 | \$ 460.08 | \$ 460.76 | \$ 461.44 | \$ 462.12 | \$ 462.80 | \$ 463.48 | \$ 464.16 | \$ 464.84 | \$ 465.52 | \$ 466.20 | \$ 466.88 | \$ 467.56 | \$ 468.24 | \$ 468.92 | \$ 469.60 | \$ 470.28 | \$ 470.96 | \$ 471.64 | \$ 472.32 | \$ 473.00 | \$ 473.68 | \$ 474.36 | \$ 475.04 | \$ 475.72 | \$ 476.40 | \$ 477.08 | \$ 477.76 | \$ 478.44 | \$ 479.12 | \$ 479.80 | \$ 480.48 | \$ 481.16 | \$ 481.84 | \$ 482.52 | \$ 483.20 | \$ 483.88 | \$ 484.56 | \$ 485.24 | \$ 485.92 | \$ 486.60 | \$ 487.28 | \$ 487.96 | \$ 488.64 | \$ 489.32 | \$ 490.00 | \$ 490.68 | \$ 491.36 | \$ 492.04 | \$ 492.72 | \$ 493.40 | \$ 494.08 | \$ 494.76 | \$ 495.44 | \$ 496.12 | \$ 496.80 | \$ 497.48 | \$ 498.16 | \$ 498.84 | \$ 499.52 | \$ 500.20 | \$ 500.88 | \$ 501.56 | \$ 502.24 | \$ 502.92 | \$ 503.60 | \$ 504.28 | \$ 504.96 | \$ 505.64 | \$ 506.32 | \$ 507.00 | \$ 507.68 | \$ 508.36 | \$ 509.04 | \$ 509.72 | \$ 510.40 | \$ 511.08 | \$ 511.76 | \$ 512.44 | \$ 513.12 | \$ 513.80 | \$ 514.48 | \$ 515.16 | \$ 515.84 | \$ 516.52 | \$ 517.20 | \$ 517.88 | \$ 518.56 | \$ 519.24 | \$ 519.92 | \$ 520.60 | \$ 521.28 | \$ 521.96 | \$ 522.64 | \$ 523.32 | \$ 524.00 | \$ 524.68 | \$ 525.36 | \$ 526.04 | \$ 526.72 | \$ 527.40 | \$ 528.08 | \$ 528.76 | \$ 529.44 | \$ 530.12 | \$ 530.80 | \$ 531.48 | \$ 532.16 | \$ 532.84 | \$ 533.52 | \$ 534.20 | \$ 534.88 | \$ 535.56 | \$ 536.24 | \$ 536.92 | \$ 537.60 | \$ 538.28 | \$ 538.96 | \$ 539.64 | \$ 540.32 | \$ 541.00 | \$ 541.68 | \$ 542.36 | \$ 543.04 | \$ 543.72 | \$ 544.40 | \$ 545.08 | \$ 545.76 | \$ 546.44 | \$ 547.12 | \$ 547.80 | \$ 548.48 | \$ 549.16 | \$ 549.84 | \$ 550.52 | \$ 551.20 | \$ 551.88 | \$ 552.56 | \$ 553.24 | \$ 553.92 | \$ 554.60 | \$ 555.28 | \$ 555.96 | \$ 556.64 | \$ 557.32 | \$ 558.00 | \$ 558.68 | \$ 559.36 | \$ 560.04 | \$ 560.72 | \$ 561.40 | \$ 562.08 | \$ 562.76 | \$ 563.44 | \$ 564.12 | \$ 564.80 | \$ 565.48 | \$ 566.16 | \$ 566.84 | \$ 567.52 | \$ 568.20 | \$ 568.88 | \$ 569.56 | \$ 570.24 | \$ 570.92 | \$ 571.60 | \$ 572.28 | \$ 572.96 | \$ 573.64 | \$ 574.32 | \$ 575.00 | \$ 575.68 | \$ 576.36 | \$ 577.04 | \$ 577.72 | \$ 578.40 | \$ 579.08 | \$ 579.76 | \$ 580.44 | \$ 581.12 | \$ 581.80 | \$ 582.48 | \$ 583.16 | \$ 583.84 | \$ 584.52 | \$ 585.20 | \$ 585.88 | \$ 586.56 | \$ 587.24 | \$ 587.92 | \$ 588.60 | \$ 589.28 | \$ 589.96 | \$ 590.64 | \$ 591.32 | \$ 592.00 | \$ 592.68 | \$ 593.36 | \$ 594.04 | \$ 594.72 | \$ 595.40 | \$ 596.08 | \$ 596.76 | \$ 597.44 | \$ 598.12 | \$ 598.80 | \$ 599.48 | \$ 600.16 | \$ 600.84 | \$ 601.52 | \$ 602.20 | \$ 602.88 | \$ 603.56 | \$ 604.24 | \$ 604.92 | \$ 605.60 | \$ 606.28 | \$ 606.96 | \$ 607.64 | \$ 608.32 | \$ 609.00 | \$ 609.68 | \$ 610.36 | \$ 611.04 | \$ 611.72 | \$ 612.40 | \$ 613.08 | \$ 613.76 | \$ 614.44 | \$ 615.12 | \$ 615.80 | \$ 616.48 | \$ 617.16 | \$ 617.84 | \$ 618.52 | \$ 619.20 | \$ 619.88 | \$ 620.56 | \$ 621.24 | \$ 621.92 | \$ 622.60 | \$ 623.28 | \$ 623.96 | \$ 624.64 | \$ 625.32 | \$ 626.00 | \$ 626.68 | \$ 627.36 | \$ 628.04 | \$ 628.72 | \$ 629.40 | \$ 630.08 | \$ 630.76 | \$ 631.44 | \$ 632.12 | \$ 632.80 | \$ 633.48 | \$ 634.16</ |

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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**TWENTYNINE PALMS WATER DISTRICT**  
**AND**  
**TWENTYNINE PALMS PROFESSIONAL FIREFIGHTERS,**  
**IAFF LOCAL 4266**  
**June 1, 2013**  
**to**  
**May 31, 2016**

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## ARTICLE I - ADMINISTRATION

### Section 1.1 - PARTIES TO MEMORANDUM

- 1.1.1 This Memorandum of Understanding (hereafter known as MOU) is entered into by and between the Twentynine Palms Professional Firefighters, IAFF Local 4266 (hereafter known as the Union) and the Twentynine Palms Water District (hereafter known as the District) pursuant to the provisions of the Meyers-Milias-Brown Act (MMBA) Government Code Sections 3500 et seq.

### Section 1.2 - RECOGNITION

- 1.2.1 The District hereby recognizes the Union as the exclusive representative for all non-temporary full-time paid employees of the Twentynine Palms Fire Department who are engaged in fire fighting; emergency medical or rescue service; and/or fire prevention activities; and who are not management and/or confidential employees. This recognition excludes all volunteer personnel; such as paid-call and reserve firefighters; part-time and temporary personnel; and clerical employees.
- 1.2.2 Recognition is granted for the purpose of meeting and conferring on wages, hours, terms and conditions of employment and general representation of employees in this Union.
- 1.2.3 The granting of recognition to the Union shall not preclude or interfere with the right of employees to represent themselves individually in their employment relationship with the District, as guaranteed in Government Code § 3502, and the District will retain the right to deal directly with employees who have invoked the right to self representation, provided that employees shall not have the right to individually bargain on terms and conditions of employment covered by this MOU. The District shall notify the Union whenever an employee invokes his/her right of self-representation, and shall allow the Union to have input on the issues, and shall consider such input before reaching a decision. The Union shall be advised as to the resolution of the matter(s) upon which the employee has invoked the right of self-representation.

### Section 1.3 - TERM

- 1.3.1 This MOU shall be effective as of June 1, 2013 and shall remain in full force and effect up to and including May 31, 2016.

### Section 1.4 - FULL UNDERSTANDING

- 1.4.1 This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding these matters are hereby superseded or

terminated in their entirety. However, except as modified herein, existing District provisions, resolutions, policies, general instructions, rules and regulations shall continue in full force and effect. The District shall have the right to issue and enforce reasonable written work rules, which shall not be inconsistent with the terms of this MOU or the meet and confer requirements of the MMEA.

- 1.4.2 It is agreed and understood that during the term of this MOU, each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other shall not be required to negotiate, with respect to those matters covered herein.
- 1.4.3 No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by both parties hereto and if required, approved and implemented by the District's Board of Directors.
- 1.4.4 Pursuant to Government Code Section 3505.1, this MOU has been jointly prepared by the representatives of the District and the Union who agree that it shall be presented to the Board of Directors for its consideration. Both parties recognize that this MOU is not binding until it has been approved by the Board of Directors and ratified by the members of the Union.

#### Section 1.5 - PROVISIONS OF LAW

- 1.5.1 It is understood and agreed this MOU is subject to all applicable federal and state laws and regulations. The parties agree to abide by all such laws and regulations.
- 1.5.2 There shall be no discrimination on the part of either the District or Union towards any employee on any of the bases forbidden by any state or federal law applicable to the District or Union.
- 1.5.3 In the event that any court of competent jurisdiction declares any provision of this MOU invalid, such decision shall not invalidate the entire MOU, it being the express intent of the Board of Directors that all other provisions not declared invalid shall remain in full force and effect.

#### Section 1.6 - MOU DISTRIBUTION/PRINTING

- 1.6.1 The District agrees to print, collate and distribute to all current and new employees, covered by this agreement, a copy of the MOU.

#### Section 1.7 - MANAGEMENT RIGHTS

- 1.7.1 There are no provisions in the MOU that shall be deemed to limit or curtail the District, in any way, in the exercise of the rights, powers, and authority which the District had prior to entering into this MOU unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights, powers and authority.

1.7.2 Without limiting the scope of section 1.7.1, the management rights of the District include the exclusive right to:

- a. Determine the mission of its constituent departments.
- b. Set standards of service.
- c. Determine the procedure and standards of selection for employment, promotion and transfer.
- d. Direct its employees.
- e. Relieve its employees from duty because of lack of work or for other legitimate reasons.
- f. Maintain efficiency of District operations.
- g. Determine the methods, means and personnel by which District operations are to be conducted.
- h. Determine the content of job descriptions and specifications.
- i. Take all necessary actions to carry out its mission in emergencies.
- j. Exercise complete control and discretion over its organization and the technology of performing its work.
- k. Discipline employees for just cause.
- l. Establish reasonable employee performance standards, including, but not limited to, quality and quantity standards, and to require compliance therewith.
- m. Determine and change the number of work locations, relocations and types of operations, processes and materials to be used in carrying out all District functions.

1.7.3 Contracting and Subcontracting

The right to contract or subcontract is vested with the District provided that a decision to contract or subcontract which would adversely affect the employment of bargaining unit personnel shall be made only if the District can prove that such contracting or subcontracting is beneficial to the public's interest. If a decision to contract or subcontract would adversely affect the employment of bargaining unit personnel, the District shall give the Union at least twenty (20) calendar days advance written notice of the impending decision. At the request of the Union, the District would then meet and confer with the

Union before the contracting or subcontracting became effective to discuss alternatives to, and effects of, the contracting or subcontracting. If no agreement were reached in said negotiations, the contracting or subcontracting would proceed. With regard to contracting or subcontracting which would not adversely affect bargaining unit members, the District will give the Union reasonable advance notice of such proposed actions and allow the Union to give its input on the planned contracting or subcontracting.

- 1.7.4 The exercise and retention of management rights does not preclude employees or the Union from meeting and conferring over the effects that decisions on these matters may have on wages, hours and working conditions.

#### Section 1.8 - EMPLOYEE STATUS

- 1.8.1 A "full-time" employee is one who has been hired to work on average a 72-hour workweek and has completed his/her introductory period.
- 1.8.2 An "introductory employee" is one who has been hired to fill a full-time position in any job classification and has less than twelve (12) continuous months of service with the District. An introductory employee shall serve a probationary period of twelve (12) months following the date of employment, promotion, demotion or transfer. Said period shall provide employee with an opportunity to demonstrate his/her ability to satisfactorily perform the job. An employee's failure to satisfactorily perform the job and meet the required standards may result in termination or in the case of a promoted employee, reversion to his/her former position. Termination of a newly hired employee during the introductory period, or reversion of a promoted employee, shall not be subject to due process or grievance/arbitration procedures. Upon completion of twelve (12) months of continuous service with the District in said classification, the employee shall be granted full-time employment status. Upon mutual agreement of the District and the Union, the introductory period may be extended for one (1) six (6) month period.

### ARTICLE 2 - WORKING CONDITIONS

#### Section 2.1 - WORK SCHEDULES

- 2.1.1 The work period shall normally consist of twelve (12) twenty-four (24) hour shifts worked within a period of twenty-eight (28) consecutive twenty-four (24) hour periods that begins at 7:00 a.m. Sunday and ends at 6:59 a.m. on the Sunday 28 days thereafter. An annual shift calendar, to be used for planning purposes, shall be provided to each employee a minimum of two (2) weeks prior to the start of the calendar year. The final monthly work schedule, indicating shift days and hours, shall be communicated to each employee at least ten (10) days prior to the start of the month.
- 2.1.2 Management shall establish such work schedules as may be necessary for the efficient and economical provision of services for the public, and may make such adjustment in work shifts as are, from time to time, required. The District shall give the employees and the Union ten working days notice of any permanent changes in scheduled work shifts

prior to implementation. If the Union wishes to consult with management regarding the proposed changes, it shall notify the District within five working days from receipt of notice. Upon notification by the Union, both parties shall meet promptly in an earnest effort to reach a mutually satisfactory resolution of any problems arising as a result of the proposed changes. Work schedule changes resulting from an emergency situation or circumstances that disrupt normal District operations as determined by management are not subject to the ten working days notice requirement, provided that such changes shall not be made for purposes of avoiding overtime. Any schedule change to reduce overtime shall be subject to the ten working day notice requirement and consultation requirement set forth in this paragraph.

- 2.1.3 Employees who work 24-hour shifts shall be available and prepared to respond to calls at all times of the day or night. Accordingly those employees shall be based at the fire station and shall be provided with reasonable and adequate meal and sleep periods during each shift and shall receive compensation during those periods. In addition to being available to respond to calls those employees shall perform specific Fire Department duties from 7:00 a.m. to 5:00 p.m.
- 2.1.4 Lunch periods shall be 60 minutes and shall begin between the hours of 11:00 a.m. and 1:00 p.m. except when call response requires otherwise.
- 2.1.5 Rest periods shall be taken as operational commitments and call response allow. Total accumulated time for rest periods between 7:00 a.m. and 5:00 p.m. on any given day shall not exceed a maximum of 40 minutes.
- 2.1.6 Employees on shift shall participate in one hour of daily physical training. Physical training will occur between 7:00 a.m. and 9:00 a.m. or after 4:00 p.m.

## Section 2.2 - HEALTH AND SAFETY

- 2.2.1 The District shall provide a safe and healthful workplace for all employees by complying with all state and federal laws concerning health and safety.
- 2.2.2 Employees and the Union may exercise all their legal rights to secure a safe and healthful workplace, without any reprisals.
- 2.2.3 It is the duty of all employees, in the course of their duties, to be alert to unsafe and unhealthful practices, equipment and conditions and to report same to their immediate supervisor. The employee has the right to submit the matter in writing, or through the Union, to the supervisor. On any matter not addressed by the supervisor within a reasonable time, the President of the Union Local or his/her designee shall confer with the Fire Chief to seek a remedy to the health and/or safety practice(s).
- 2.2.4 The Union and the District agree to establish a Safety Committee, consisting of three (3) Department members. The chairperson shall be a Union member appointed by the Fire Chief.

### Section 2.3 - NO TOBACCO USE POLICY

- 2.3.1 Because we have an interest in keeping all of our employees healthy and productive, the Union and the District agree that there will be no smoking in any District building or District vehicle.
- 2.3.2 In the best interest of the health and safety of employees and the general public, the use of any tobacco products by employees is strictly prohibited while on duty.

### Section 2.4 - DRUG-FREE WORKPLACE

- 2.4.1 The District's drug and alcohol policy for those positions and employees covered by the United States Department of Transportation Controlled Substances and Alcohol Use and Testing regulations is set forth in Attachment A. Attachment B hereto constitutes the District's summary statement of its compliance with the Drug Free Workplace Act. The District agrees to continue to provide training to supervisors on how to correctly recognize probable cause for testing.

### Section 2.5 - MINIMUM STAFFING

- 2.5.1 The District shall maintain a minimum of four firefighting personnel on duty in the District to meet the 2 in/2 out requirement for interior firefighting operations. The use of volunteer firefighting personnel may be used to satisfy this requirement.

### Section 2.6 - PRODUCTIVITY

- 2.6.1 Both parties recognize that it is to their mutual interest and to the interest of the community to continually strive to improve and to provide the quality, economy and efficiency of the District's work effort and work product.

## ARTICLE 3 - GRIEVANCE AND ARBITRATION PROCEDURE

### Section 3.1 - GRIEVANCE PROCEDURE

- 3.1.1 A grievance is an alleged violation of the terms of the MOU or of other written rules or regulations concerning wages, hours or working conditions. The following procedure is the exclusive remedy for pursuing a grievance. Grievances hereunder may be initiated by an employee or by the Union.
- 3.1.2 Step One: An attempt shall be made to ascertain all facts and adjust all grievances on an informal basis between the employee and the Fire Chief. Verbal presentation of the grievance shall be made within twenty (20) working days after the employee knew or reasonably should have known of the occurrence giving rise to the grievance. The Fire Chief shall respond to the grievance within ten (10) working days of its presentation.
- 3.1.3 Step Two: If the grievance is not resolved within ten (10) working days of its initial

presentation under Step One, the aggrieved party may file a written appeal with the Personnel Officer within the next five (5) working days. The Personnel Officer or designee shall meet with the employee, and, if the employee desires, the designated Union representative, within ten (10) working days after receipt of the appeal and shall deliver his/her answer, in writing, to the employee within ten (10) working days after the meeting. The deadlines set forth in sections 3.1.2 and 3.1.3 may be extended by mutual written agreement of the District and the grievant and/or Union.

### Section 3.2 - ARBITRATION

- 3.2.1 Grievances which are not resolved pursuant to the procedures set forth above and which the Union desires to appeal, shall be submitted to binding arbitration as set forth in this section, provided that written notice is given to the District by the Union within five (5) working days after the answer of the Personnel Officer or designee under Step Two is rendered. Grievances concerning dismissals, disciplinary demotions and disciplinary suspensions exceeding three (3) 24-hour shifts may be taken to arbitration as provided in section 7.1.4.
- 3.2.2 Upon receipt of the Union appeal, the parties shall endeavor to agree upon an arbitrator. If no agreement is reached within ten (10) working days after receipt of the appeal, the District shall request the California State Conciliation Service to supply a panel of seven (7) arbitrators. Each party shall alternatively strike a name until only one (1) name remains who shall be the arbitrator. The party who strikes the first name shall be determined by flipping a coin.
- 3.2.3 The fees of the arbitrator shall be shared equally by the parties. Either party may be represented by an attorney. Either party may order a transcript. The cost of such transcript shall be shared equally if both parties have the use of the transcript but if only one party has the use of the transcript, the non-using party shall not bear any expense pertaining to the transcript. Where both parties wish to have a transcript the parties agree to cooperate in the selection of a qualified reporter. Each party shall bear the expense of the presentation of its own case except that release time shall be granted to one Union representative, the grievant, and any necessary Union witness who is an employee of the District to attend the arbitration.
- 3.2.4 The arbitrator shall have no power to alter, amend, change, modify, add to, or subtract from any of the terms of the MOU, and shall have no jurisdiction to hear any grievance which is excluded from the grievance-arbitration procedure by the terms of this MOU, or which is not filed or appealed within the time limits of this Article. The decision of the arbitrator shall be based solely upon the evidence presented to him/her by the respective parties in the presence of each other. The arbitrator shall have no authority to hear and issue a decision upon more than one grievance at a time, unless the District and the Union expressly agree otherwise. The arbitrator shall render his/her decision within thirty (30) calendar days after the close of hearing or, where either party desires to submit a post-hearing brief, within thirty (30) calendar days of the submission of the brief. The arbitrator's decision shall be final and binding upon the parties.

ARTICLE 4 - WAGES

Section 4.1 - WAGES

4.1.1 Effective the first full pay period following June 1, 2013, employees shall receive a cost-of-living increase of 2.5% which establishes employee wage ranges as follows:

| <u>Title</u>          |          | <u>Minimum</u> | <u>Maximum</u> |
|-----------------------|----------|----------------|----------------|
| Firefighter           | Per Hour | 10.26          | 12.74          |
| Engineer              | Per Hour | 11.83          | 14.65          |
| Captain               | Per Hour | 13.91          | 17.25          |
| Firefighter/Paramedic | Per Hour | 11.11          | 13.59          |
| Engineer/Paramedic    | Per Hour | 12.68          | 15.50          |
| Captain/Paramedic     | Per Hour | 14.76          | 18.10          |

When wage ranges are adjusted for cost-of-living increases, the minimum and maximum wage range for paramedic employee titles shall be maintained at \$0.85 (85 cents) per hour above the corresponding non-paramedic employee title.

4.1.2 Effective the first full pay period following June 1, 2014, employees shall receive a cost-of-living increase of 2.5%.

4.1.3 Effective the first full pay period following June 1, 2015, employees shall receive a cost-of-living increase of 2.5%.

Section 4.2 - MERIT INCREASE

4.2.1 Introductory employees shall be eligible for merit increase consideration after 26 weeks and upon completion of the introductory period in conjunction with their performance reviews. Approved merit increases will become effective with the first pay period following the completion of a performance review.

4.2.2 Regular employees shall be eligible for merit increase consideration in conjunction with their annual performance review. Approved merit increases will become effective with the first pay period in August.

4.2.3 Merit increases, within the established salary ranges, are not automatic but will be granted based upon performance as determined during the employee's performance evaluation and approved by the Fire Chief. Employees who receive a "Very Good" or

greater performance rating shall receive a 3.0% raise. Employees who receive less than a "Very Good" performance rating shall not be eligible for a merit increase.

- 4.2.4 An employee who has remained at the highest salary rate for his position for at least a twelve (12) month period shall be eligible for sustained performance compensation on August 1 of each year, contingent upon his/her performance evaluation received annually in July. This compensation will be a one-time payment of 3.0% of the employee's salary if the employee receives a "Very Good" or greater performance rating. An employee receiving less than a "Very Good" performance rating shall not be eligible for sustained performance compensation.
- 4.2.5 If an employee receives a performance evaluation rating that would cause him/her to exceed the highest salary range for their position, the employee shall be granted the salary increase that would take him/her to the highest salary for their position; plus the difference between the appropriate sustained performance compensation and the actual monetary value of the merit increase granted to reach the highest salary rate for their position.
- 4.2.6 When an employee is promoted, he/she shall be granted a salary increase that will place the employee's salary rate within the salary range of the new position. The amount of the salary increase shall be a minimum of 4.5% of his/her salary at the time of promotion, provided that such an increase will not place the employee at a rate that is higher than the salary range for the new position. If a 4.5% increase would place the employee's rate above the new salary range, then the employee shall be placed at the highest rate of the specified salary range for the new position.

#### Section 4.3 - OVERTIME PAY

- 4.3.1 Overtime compensation of one and one-half times the employee's straight-time rate shall be paid for authorized overtime. Employees assigned to fire protection and emergency medical service duties, as defined by the Fair Labor Standards Act (FLSA), shall receive overtime compensation for all hours worked in excess of 212 hours in each 28-day work period, as established by the District. Whereas Fire Department non-exempt employees receive overtime compensation only for hours worked in excess of 212 hours in each 28-day work period, and scheduled overtime compensation is part of certain employees' annual compensation, the District shall consider sick time, vacation time and/or any other type of paid leave taken (except holiday pay) as hours worked for the purpose of calculating overtime compensation.

#### Section 4.4 - FORCE HIRING

- 4.4.1 If determined by the Fire Chief or his/her designee that minimum staffing levels are not adequate, and there are no employees available to cover, the Fire Chief or his/her designee may require an employee to work overtime.

**Section 4.5 – TIME TRADES**

- 4.5.1 Employees shall have the right to exchange shifts (time trades) providing that an authorization form, approving the adjustment of leave balances or salary when necessary, has been previously signed and submitted. The time trades must be worked within six (6) calendar months or an employee, who owes a time trade at the end of the six (6) calendar month period, will have an equal amount of hours deducted from their vacation leave accruals. If sufficient vacation accruals are unavailable then salary, equivalent to the amount owed, will be deducted. Employees owed a time trade and who are planning on leaving District employment must inform their supervisor, with a minimum two-week notice, of a time trade owed to them. The employee owing the time trade, if unable to work, will have an equal amount of time owed deducted from their vacation leave accruals, or salary. Payment, if necessary and deductions are made at straight time.
- 4.5.2 Time trades shall be subject to the approval of the Fire Chief. A time trade is considered a change in the work schedule for the purpose of employee accountability. It is neither a method to circumvent leave request procedures nor is it a change for purposes of determining overtime pursuant to the Fair Labor Standards Act and State Law.

**Section 4.6 - HOLIDAYS**

4.6.1 The following days shall be recognized and observed as paid holidays:

|                                   |                                      |
|-----------------------------------|--------------------------------------|
| New Years Day                     | January 1                            |
| Martin Luther King, Jr's Birthday | 3 <sup>rd</sup> Monday in January    |
| Presidents Day                    | 3 <sup>rd</sup> Monday in February   |
| Memorial Day                      | Last Monday in May                   |
| Independence Day                  | July 4                               |
| Labor Day                         | First Monday in September            |
| Veterans Day                      | November 11                          |
| Thanksgiving Day                  | 4 <sup>th</sup> Thursday in November |
| Day after Thanksgiving Day        | Friday after Thanksgiving Day        |
| Christmas Eve                     | December 24                          |
| Christmas Day                     | December 25                          |
| New Years Eve                     | December 31                          |

4.6.2 Employees who are scheduled to work on a holiday shall receive twelve (12) hours pay in addition to their compensation for hours worked. Employees who are not scheduled to work on a holiday shall receive twelve (12) hours pay for that holiday in-lieu of additional time off. Holiday pay shall not be considered as hours worked for the purpose of calculating overtime compensation.

**Section 4.7 - CALL BACK PAY**

4.7.1 When the employee returns to duty at the workstation at the request of the Fire Chief or his/her designee after said employee has been released from duty and has left the

workstation, said employee shall be entitled to call back compensation. Special tours of duty scheduled in advance are not considered call back hours for the purpose of this section. An employee need not be assigned to on call duty to be entitled to receive call back compensation. Call back compensation shall be paid in the following manner: The employee shall be paid for a minimum of two (2) hour at the overtime rate of pay for each call back occurrence; said compensation shall be in-lieu of any travel time to and from home and the first or last work contact point.

#### Section 4.8 – DISTRICT DUTY OFFICER

- 4.8.1 An Engineer assigned to the position of District Duty Officer who has worked fifteen (15) twenty-four hour shifts as District Duty Officer shall be paid the base rate of a Captain or a 2.5% increase over the employee's existing rate, whichever is greater, for any hours worked as District Duty Officer. An Engineer assigned to the position of District Duty Officer who has not previously worked fifteen (15) twenty-four hour shifts as District Duty Officer shall be paid a 2.5% increase over the employee's existing rate for any hours worked as District Duty Officer.

#### ARTICLE 5 - LEAVE

##### Section 5.1 - VACATION

- 5.1.1 Full-time employees shall accrue paid vacation on an annual basis according to the following schedule:
- During the first year of continuous work, 3.33 hours per bi-weekly pay period  
2nd through 3rd year of service, 6.65 hours per bi-weekly pay period  
4th through 14th years of service, 9.97 hours per bi-weekly pay period  
After 15th anniversary, 13.30 hours per bi-weekly pay period
- 5.1.2 Employees may take vacation time after it is earned; there will be no advancement of vacation time. Vacation time may be accumulated. The total accumulated vacation time shall not exceed that amount earned by the employee in two years. The employee will be required to accept compensation in lieu of vacation paid for the vacation time accrued in excess of the maximum in January of each year.
- 5.1.3 Upon termination of employment for any reason, the District shall compensate the employee for his/her accumulated vacation time at his/her straight time rate of pay at the time of termination.
- 5.1.4 An employee shall not accrue vacation time during any unpaid leave.
- 5.1.5 An employee may elect to take vacation time in case of extended illness where sick time has been fully used.
- 5.1.6 All employees are encouraged to utilize their accrued vacation each year to allow

employees a time of rest and recreation in order that he/she may return to the work place physically and mentally refreshed. It is required that all employees take at least forty-eight (48) hours of vacation annually. The number of employees on vacation at any given time shall be at the discretion of the Fire Chief.

- 5.1.7 If an employee becomes ill or injured while on vacation time, that portion may be charged to sick time with approval of the Fire Chief provided a doctor's certificate is submitted confirming the illness/injury and the time period of the illness/injury.
- 5.1.8 Employees' consideration of work schedules in requesting vacation time is expected, but an employee will not be disciplined for requesting a vacation. No less than four or more hours of vacation may be granted. Vacation time must be requested no later than the workday prior to the requested vacation time. The Fire Chief has discretion in granting or denying vacation time requests based on the workload and scheduling requirements.
- 5.1.9 An employee may be granted compensation in lieu of vacation, over the 48 hours required to be taken, with the approval of the Fire Chief. Compensation in lieu of vacation under this section shall only be denied for good and sufficient business reason. Such compensation may be given only once per calendar year, unless required by the District. The compensated days will be deducted from the employee's vacation accrual. The request must be provided in writing, verified and submitted to the Fire Chief and the Personnel Officer for approval.
- 5.1.10 Vacation time may not be used for unexcused absences.

#### Section 5.2 – SICK TIME

- 5.2.1 Sick time is defined as absence from work due to illness, non-industrial injury, or quarantine. In addition, dentist and doctor appointments and prescribed sickness prevention measures shall be subject to sick time provided prior notice is supplied to the Fire Chief.
- 5.2.2 Full-time employees shall earn sick time at the rate of 6.65 hours per bi-weekly pay period.
- 5.2.3 Sick time is not a privilege, which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee, or because of illness in his/her immediate family. "Immediate Family" is defined as being spouse, parents, children, foster or stepchildren, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, or any other person who is a legal dependent of the employee.
- 5.2.4 In order to receive compensation while on sick time, the employee shall notify the Fire Chief or his/her designee prior to, or within sixty (60) minutes of the time for beginning the regular workday. Failure to personally notify the Fire Chief or his/her designee may result in the time being taken without pay.

- 5.2.5 Sick time may not be used for unexcused absences.
- 5.2.6 If absence from duty by reason of illness occurs in excess of two 24-hour shifts, satisfactory evidence such as a Doctor's certificate, may be required by the Fire Chief or the Personnel Officer. If said certificate is not presented upon request, the entire period of said time shall be without pay. The Fire Chief or the Personnel Officer has the authority to request such a certificate, regardless of the length of time of absence.
- 5.2.7 The use of sick time in a manner inconsistent with this policy is not permitted. Misuse of sick time shall be grounds for disciplinary action up to and including termination. Examples of such abuses include, but are not limited to, the following:
- a. Use of more than eight (8) 24-hour shifts per year of sick time unless extenuating circumstances exist and are discussed with the Fire Chief.
  - b. Excessive occurrences in use; i.e. sick time taken in frequent, small increments unless extenuating circumstances exist and use of time is approved by the Fire Chief.
  - c. Failure to provide reasonably satisfactory evidence of absence, such as a doctor's certificate, when requested and required by this policy.
  - d. Chronic occurrences in use of time that can be construed as an intentional extension of normal days off unless extenuating circumstances or satisfactory evidence exists to substantiate such leave.
- 5.2.8 Unused sick time may be "bought back" by the District for each hour accrued. Said buy back shall be limited only to time over and above the accrued sick hours equal to one year's accrual. Unused sick time balance accrued through the end of the last payroll in November of each year will be considered for buy back if the employee has been employed during the entire preceding 12 month period. This payment shall be made in December. The number of hours for which payment is received for buy back shall be deducted from the accrued balance.
- 5.2.9 Resignation, termination or discontinuance of employment, with the exception of 5.2.10, from the District for any reason shall result in loss of all accrued sick time.
- 5.2.10 Upon the death of an employee the District shall compensate the employee's designated beneficiary for his/her accumulated sick time at his/her straight time rate of pay.

### Section 5.3 - BEREAVEMENT LEAVE

- 5.3.1 In the event of a death in the immediate family, an employee may be granted a paid leave of absence not to exceed three (3) 24-hour shifts. This is in addition to regular sick time and vacation time. The Fire Chief or his/her designee may require certification of the death.

- 5.3.2 "Immediate Family" is defined as being spouse, parents, children, foster or stepchildren, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, or any other person who is a legal dependent of the employee.

#### Section 5.4. - JURY DUTY

- 5.4.1 An employee summoned for jury duty or summoned to testify before the court shall notify the Fire Chief upon receipt of notice to appear, in no event less than five (5) days before the commencement of such duty. While serving on duty, he/she will be given a paid leave of absence for the duration of said duty upon written confirmation of attendance from the court. Said paid leave of absence is conditional upon the employee returning to work upon dismissal each day to complete his/her remaining normal workday. Said leave is also conditional upon the employee's conveyance to the District of any compensation received while serving duty, not including any travel allowance received.
- 5.4.2 An employee shall only be entitled to this leave if the employee notifies the Fire Chief at least five (5) working days prior to the date said jury duty is scheduled to commence.

#### Section 5.5 - MILITARY LEAVE

- 5.5.1 Military leave will be granted in accordance with the provisions of state and federal law. If possible, advance notice shall be given to the Fire Chief concerning the time frames required for military leave.
- 5.5.2 Military leave can be used as time off without pay or as vacation time, but the District will not reimburse the individual his/her normal salary while on military leave unless vacation time is utilized. If under military orders, the employee's position will be maintained for him/her up to a twenty-four (24) month period, although the District may fill it on a temporary basis, if needed.
- 5.5.3 Leave taken without pay does not allow the employee to continue accruing vacation time, sick time, and other additional benefits that full time regular status employees would receive.

#### Section 5.6 - PREGNANCY LEAVE

- 5.6.1 An employee may take leave on account of pregnancy for a reasonable period of time, not to exceed four (4) months. An employee is entitled to use any accrued vacation time or sick time during this period, however, this is considered a period of authorized leave without pay and no other accrual of vacation, holiday or sick time, shall occur during such periods of leave, excepting applicable provisions of "Continuity."
- 5.6.2 A "reasonable period of time" means that period during which the employee is disabled on account of the pregnancy, childbirth, or related medical conditions. The employee shall give the District reasonable notice of the date the leave will commence and the

estimated duration of the leave.

#### Section 5.7 - FAMILY AND MEDICAL LEAVE

- 5.7.1 To be eligible for leave under the FMLA, an employee must have: (1) been employed by the Twentynine Palms Water District for at least 12 months, which need not be consecutive; and (2) worked for the Twentynine Palms Water District at least 1,250 hours during the 12 months immediately preceding the commencement of leave.
- 5.7.2 Eligible employees will be provided with up to 12 weeks of unpaid leave each year to care for a newborn, adopted, or foster child or for a seriously ill child, parent, or spouse. During any such leave, the District will maintain coverage under the District's medical, dental and vision plans. For purposes of this policy, 'spouse' includes registered domestic partner.
- 5.7.3 In addition, employees who are unable to perform the functions of their position because of a serious health condition will also be entitled to 12 weeks of unpaid leave. "Serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that entails: (1) inpatient care in a hospital, hospice, or residential medical care facility; or (2) continuing treatment by a health care provider.
- 5.7.4 To be eligible for leave under the FMLA, the employee will be allowed to use applicable accrued vacation and sick time permitted by the District, for the first part of the 12-week statutory leave. Accrued vacation and sick time may not be added to the end of the 12 weeks of unpaid leave without the Fire Chief's prior approval.
- 5.7.5 If a husband and wife are both employed by the Twentynine Palms Water District, the total number of workweeks of leave to which both may be entitled shall be limited to 12 weeks if leave is taken for the birth, adoption, or foster placement of a child or for the purpose of caring for a seriously ill parent.
- 5.7.6 At the end of the leave the employee will be reinstated to their previous position or to an equivalent job with equivalent pay, benefits, and working conditions. However, the employee will not accrue vacation, holiday or sick time or other employment benefits during the leave period, excepting applicable provisions of "Continuity." The Twentynine Palms Water District may also require the employee to obtain medical certification that they are able to resume work. If an employee requests leave for the birth, adoption, or the foster placement of a child, and the need for leave is foreseeable, the employee must provide the Fire Chief with at least 30 days notice.
- 5.7.7 If the date of the birth, adoption, or foster placement requires that leave begin in less than 30 days, the employee must provide the Fire Chief with as much notice as practicable. If the employee requests leave because of a serious health condition, the employee must provide the Fire Chief with 30 days notice or with as much notice as practicable.
- 5.7.8 Employees seeking leave on account of a serious health condition must provide the Fire

Chief with medical certification regarding their condition. The Fire Chief may require employees to obtain, at the Twentynine Palms Water District's expense, a second opinion. If the second opinion differs from the first, the Fire Chief may require a third opinion from a mutually agreed on health care provider. If a second or third opinion is requested, the cost shall be borne by the District and the employee shall be compensated for time incurred in obtaining these opinions.

- 5.7.9 Family care leave taken for the birth, adoption, or foster care placement of a child generally must be taken in blocks of at least two weeks' duration; however, the District will provide employees with family care leave for birth, adoption or foster care placement of less than two weeks' duration on any two occasions. Family care leaves for the birth, adoption or foster care placement of a child must be concluded within one year of the birth, adoption or placement.
- 5.7.10 Family care or medical leave for the employee's own serious health condition, or for the serious health condition of the employee's spouse, parent or child, may be taken intermittently or on a reduced schedule where medically necessary. If leave is taken intermittently or on a reduced schedule, the District retains the discretion to transfer the employee temporarily to an alternative position with equivalent pay and benefits which better accommodates the employee's leave schedule.
- 5.7.11 Attachment D hereto constitutes the District's policy on Military Caregiver Leave and Military Qualifying Exigency Leave.

#### Section 5.8 - VOLUNTARY UNPAID LEAVE OF ABSENCE

- 5.8.1 Any employee may be granted a voluntary unpaid leave of absence when approved by the Fire Chief, at his/her discretion. The Fire Chief's decision may be reversed only if the Union proves an abuse of discretion.

#### Section 5.9 - CATASTROPHIC LEAVE

- 5.9.1 Upon written request by an employee on leave due to a catastrophic illness or injury, the District is authorized to offer bargaining unit members the opportunity to donate earned sick leave or accrued vacation to an employee in the bargaining unit as eligible leave credits when that employee or that employee's immediate family member suffers from a catastrophic illness or injury. A written confirmation from the doctor of the long term nature of the injury or illness, including the expected recovery period, must be submitted with all requests for catastrophic leave time. The donation and receipt of such credits are subject to the following conditions:

- a. "Catastrophic illness or injury" is defined to mean an illness or injury that is expected to incapacitate an employee or a member of an employee's immediate family for an extended period of time, which incapacity requires the employee to take time off from work or care for that family member for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted

all of his/her sick leave and other paid time off.

b. "Extended period of time" is defined to mean more than sixty (60) consecutive workdays.

c. "Eligible leave credits" are defined to mean vacation leave and sick leave accrued to the donating employee, to the extent that the employee is otherwise eligible to use such leave. An employee cannot donate future vacation leave and sick leave that has not been accrued. Nothing in this Section on catastrophic leave expands the purposes for which sick leave can be used under other applicable provisions of this Agreement, District policy, and applicable law.

d. Employees donating sick leave may not donate any sick leave hours that would cause their sick leave accrual to fall below the number of sick leave hours equal to one year's accrual.

## ARTICLE 6 – INSURANCE AND BENEFITS

### Section 6.1 – MEDICAL INSURANCE

6.1.1 The District shall provide health insurance for full-time employees through participation in the Association of California Water Agencies Benefits Program through Blue Cross' California Care (HMO) or Prudent Buyer Plan Classic (PPO). Employees will be eligible for coverage after completing two full calendar months of continuous employment.

6.1.2 Effective June 1, 2013, the District shall pay 100% of the monthly premium for the employee and 72.50% of the monthly premium for all qualified dependents, with 27.50% of the monthly premium paid by the employee. Beginning June 1, 2014, the District shall pay 100% of the monthly premium for the employee and 70% of the monthly premium for all qualified dependents, with 30% of the monthly premium paid by the employee.

### Section 6.2 – DENTAL INSURANCE

6.2.1 The District shall provide dental insurance for full-time employees and their dependents. Employees will be eligible for coverage after completing two full calendar months of continuous employment.

6.2.2 The District shall pay 100% of the monthly premium for the employee and dependents.

### Section 6.3 – VISION CARE BENEFIT

6.3.1 The District shall provide a vision care plan to full-time employees and their dependents. Employees will be eligible for coverage after completing two full calendar months of continuous employment.

6.3.2 The District shall pay 100% of the monthly premium for the employee and dependents.

#### Section 6.4 - DEFERRED COMPENSATION

6.4.1 All eligible employees may voluntarily participate in the deferred compensation plan(s) offered by the District.

#### Section 6.5 - CREDIT UNIONS

6.5.1 Employees may become members of the San Bernardino County Central Credit Union or the Pacific Marine Credit Union. Direct deposits to an employee's account(s) may be made after employee authorization.

#### Section 6.6 - RETIREMENT

6.6.1 For employees hired before January 1, 2013 and employees hired after January 1, 2013, who are not considered "New Members" pursuant to AB 340, employee retirement contributions to the CalPERS retirement plan shall be applied as follows:

- a. 2.25% of salary-effective first full pay period following June 1, 2013
- b. 4.50% of salary-effective first full pay period following June 1, 2014
- c. 6.75% of salary-effective first full pay period following June 1, 2015

Employees hired on or after January 1, 2013, who are considered "New Members" pursuant to AB 340, will make employee retirement contributions pursuant to the formula set forth in AB 340.

6.6.2 Employees hired after January 1, 2013, who are considered "New Members" pursuant to AB 340, shall be placed in the 2.5% at 57 CalPERS formula plan.

#### Section 6.7 - LIFE INSURANCE

6.7.1 The District will provide group life insurance to regular full-time employees with a benefit of two (2) times the employee's annual rate of pay.

#### ARTICLE 7 - DISCIPLINARY ACTION OR TERMINATION

7.1.1 The Fire Chief or his/her designee has the authority to discipline or terminate any employee. Employees in the bargaining unit who have completed the twelve-month introductory period may be disciplined or terminated for cause only. The following is an exclusive list of the types of disciplinary actions that may be imposed.

- a. Oral or written warnings.

b. **Corrective Action Plan** - the placing of an individual in a position wherein his/her past and current performance is being re-evaluated pursuant to a written plan containing work direction and goals. A Corrective Action Plan shall not exceed six months in duration. Management will meet with the employee periodically during the action plan period to review progress and shall notify the employee at the conclusion whether the employee has successfully completed the plan. Failure to improve his/her performance or otherwise comply with the corrective action plan will result in further disciplinary action or extension of the corrective action plan period.

c. **Suspension** - an involuntary absence without pay

d. **Demotion** - involuntary reduction from a position in one class to a position in another class having a lower salary range

e. **Termination** - involuntary discharge from service with the District

Article 8 shall govern demotions or terminations resulting from reductions-in-force.

7.1.2 The District shall adhere to the principles of progressive discipline. It is intended that discipline be imposed primarily for corrective purposes and to address deficiencies in work performance. Therefore, discipline ordinarily will be imposed in the order specified in section 7.1.1. Notwithstanding this policy of progressive discipline, it is recognized that certain infractions, because of their seriousness, may warrant imposition of discipline, including dismissal, without first resorting to lesser degrees of discipline. Failure of the employee to respond to the corrective action may also result in further disciplinary action up to and including termination. The following is a nonexclusive list of the more common causes for disciplinary action or termination:

a. Action contrary to personnel rules and regulations of the District.

b. Inefficiency or incompetence.

c. Willful disobedience or insubordination.

d. Dishonesty.

e. Violation of the District's drug and alcohol policies.

f. Possession and/or use of a firearm or other weapon on District premises, in a District vehicle, or while engaged in District business.

g. Disorderly or illegal conduct which adversely affects job performance or fitness for his/her job.

h. Discourteous treatment of the public or fellow employees while on the job or

which adversely affects job performance or fitness for his/her job.

- i. Conviction of a felony that adversely affects job performance or fitness for his/her job.
- j. Absence without leave for three (3) or more consecutive working days.
- k. Neglect of duty.
- l. Action incompatible with, or not in the best interest of, public service which adversely affects job performance or fitness for his/her job.
- m. Failure to follow safe working practices or failure to report promptly any injury.

7.1.3 In cases of disciplinary suspensions exceeding three (3) 24-hour shifts, disciplinary demotions or terminations, an employee shall be given prior written notification of the proposed disciplinary action. Notification shall include the following: (1) A statement of the proposed action; (2) the reason therefore; (3) the effective date of the disciplinary action; (4) the name, position and authority of the person or persons initiating the proposed disciplinary action; and (5) the notice of the right to respond orally or in writing to the authority imposing the discipline. Except in emergencies, said notice will be given five (5) days before the imposition of the discipline. Copies of materials supportive of the disciplinary action shall be attached to the notification.

7.1.4 An employee may appeal an involuntary suspension exceeding three (3) 24-hour shifts, demotion or termination imposed for disciplinary reasons directly to arbitration as described in Section 3.2 of this MOU. Any other involuntary suspensions, involuntary demotions or involuntary terminations shall be subject to grievance and arbitration as provided in Sections 3.1 through 3.2 of this MOU.

7.1.5 All newly-hired employees will be required to complete a twelve-month introductory period. During the introductory period, employees may be disciplined, including terminated, without cause, without prior notice and without resort to the grievance and arbitration procedure. The District will give employees in their introductory period a formal performance evaluation at the approximate mid-point of the introductory period.

## ARTICLE 8 - LAYOFF PROCEDURE

8.1.1 For reasons of economy, efficiency, interest or mandate of the public, reductions or curtailments of the District's services may be required. Any position of employment may be eliminated and the employee holding such position may be laid off or demoted in the event the District Board adopts a policy for a reduction in the District workforce. Layoffs in a position shall be made according to employment status in the following order: introductory employees and regular full-time employees in inverse order of continuity (i.e. least senior employee laid off first, etc.). An employee identified for layoff may, in lieu of layoff, bump a less senior bargaining unit employee in a lower classification for which the employee is qualified. The less senior employee may bump another bargaining

unit employee with less continuity in a position for which the employee is qualified. Successive bumping may occur until a displaced employee is laid off.

- 8.1.2 The employee(s) and the Union will be given fourteen (14) calendar days notice, in writing, before a layoff is to take place. An employee wishing to bump shall so notify his/her supervisor in writing within five (5) days of receiving such notice. The District shall meet and confer with the Union on such matters as the timing of the layoff, the identity of the employee(s) affected by the layoff and the effects of such layoff respective to the remaining employees represented by the Union.
- 8.1.3 The names of persons laid off shall be entered upon a re-employment list. The Fire Chief shall consider names on the re-employment list when a vacancy arises in the same or lower position before certification is made from an eligibility list. Names of persons laid off shall be carried on the re-employment list for eighteen (18) months, except that persons appointed to full-time positions of the same level as that from which they were laid off, shall upon such appointment, be removed from the list. An employee recalled from the eligibility list within eighteen (18) months of layoff shall retain his/her original seniority and rate of pay, to include any Cola or salary reduction implemented during the layoff period. The time limit for rehire shall be (12) months for employees who have not completed their original probationary period.
- 8.1.4 A laid-off employee shall receive severance pay in an amount equal to one weeks' pay for every year of service in excess of one year, up to a maximum of eight (8) weeks of pay.
- 8.1.5 A laid-off employee shall be entitled to receive compensation for any accumulated sick time at his/her straight time rate of pay. ✓

## ARTICLE 9 - PAYROLL DEDUCTIONS

### Section 9.1 - MANDATORY DEDUCTIONS

- 9.1.1 On each payroll the following deductions and payments shall be made to the appropriate agencies: federal income taxes, state income taxes, employee's share to Social Security, Medicare, State Disability Insurance, and Union dues.

### Section 9.2 - VOLUNTARY DEDUCTIONS

- 9.2.1 Employees may authorize the following deductions:

- Direct Deposit of paychecks or portions thereof
- Credit Union
- Life Insurance
- Deferred Compensation
- United Way
- Union PEOPLE
- Pay back to Public Employees Retirement System (PERS)

Any other programs authorized by the District

## ARTICLE 10 - UNION MEMBERSHIP AND ACTIVITY

### Section 10.1 - UNION MEMBERSHIP

10.1.1 Employees in the bargaining unit, as a condition of continued employment, shall either join the Union or pay the Union a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the Union for the duration of this agreement. However, any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting unions shall not be required to join or financially support the Union as a condition of employment. Such employee may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to such dues, initiation fees, or agency shop fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code chosen by such employee. Proof of such payments shall be made on a monthly basis to the District as a condition of continued exemption from the requirement of financial support to the public employee or organization.

10.1.2 The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the District, and to the employees who are members of the Union, within 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 accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

10.1.3 Introductory employees shall be eligible for membership in the union on the first day of the calendar month following 30 days of full-time employment with the District.

### Section 10.2 - DUES DEDUCTIONS

10.2.1 The District agrees to provide Union dues deductions for Union members only as long as the Union remains the exclusive representative for the employees within the bargaining unit. The District shall not be liable to the Union, employees or any other person 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.

10.2.2 Dues shall be deducted from the pay of each employee who signs an authorized payroll deduction card as a monthly sum certified to the District by the Secretary of the Union as the regular monthly Union dues. The amount of dues shall be affixed to each authorization card by the Union. The District will not deduct any pay for initiation fees, fines or other special assessments. Dues deducted shall be a specified uniform amount for each employee and any change in the amount of dues deducted shall be by written authorization from the Union provided, however, that the Union shows proof that the general membership has voted and approved any change in the amount of dues. Such written authorization and proof shall be given to the District's General Manager. The

employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized.

- 10.2.3 When a member of the Union is in a non-pay status for an entire pay period, and the salary is not sufficient to cover the full withholding, no dues withholding will be made to cover the period from future earnings, nor will the member deposit the amount with the District which would have been withheld if the member had been in a pay status during that period. All other legal and required deductions have priority over employee organization dues. Dues withheld by the District shall be transmitted to the office designated by the Union, in writing, at the address specified in the letter of authorization.
- 10.2.4 The Union shall indemnify, defend, and hold the District harmless against any claims made, and against any suit instituted against the District in regards to employee organization dues. In addition, the Union shall refund to the District any amounts paid to it in error, upon presentation of supporting evidence.

### Section 10.3 - RIGHT TO UNION REPRESENTATIVE/RELEASE TIME

- 10.3.1 The Union shall provide the District with a written list of persons who have been selected as representatives. Such list will include not more than two (2) District employees in the bargaining unit covered by this MOU.
- 10.3.2 If an employee reasonably believes that a meeting with his supervisor may result in disciplinary action against him/her, he/she may request the attendance of one Union representative in the meeting. If the meeting will result in disciplinary action against him and no Union representative is available at the time of the meeting, an alternative meeting will be arranged as soon as possible, but at least within five (5) working days.
- 10.3.3 An employee may be assisted in a grievance or disciplinary matter by a Union representative selected by him/her. Only one Union representative shall be authorized to use District time to assist in any single grievance or disciplinary matter.
- 10.3.4 Affected employees and the authorized Union representative shall receive reasonable release time to attend a grievance or disciplinary meeting. No more than one (1) grievant shall be authorized release time to attend a grievance meeting.
- 10.3.5 An employee or the Union representative may request reasonable release time to discuss an issue regarding a grievance or a disciplinary matter and shall first obtain permission from the Fire Chief.
- 10.3.6 Such release time, if during the employee's scheduled working hours, will be considered as duty time and no penalty shall be assessed.
- 10.3.7 The Union expressly agrees and warrants that it shall request leave time only for legitimate purposes and in good faith and shall not seek to use release time for any purpose other than the good faith pursuit of grievances or other legitimate purposes. The Union further agrees that it will only pursue grievances, which it, in good faith,

believes are legitimate, and shall not use the grievance process, or seek release time, to cause undue expense or consumption of District time, or for any other improper purpose.

#### Section 10.4 - ACCESS TO WORK LOCATIONS

10.4.1 Upon prior notice and permission from the Fire Chief, access to employee's work locations shall be granted to stewards and officers of the Union and their officially designated representatives for the purpose of grievances or contacting members concerning business within the scope of representation. Access to the work locations will not interfere with the normal operations of the District, nor shall such business be conducted during working time except in emergencies.

#### Section 10.5 - BULLETIN BOARDS

10.5.1 The District agrees to provide reasonable space on existing bulletin boards in the following areas:  
Fire Station 421  
Fire Station 422

10.5.2 The Union shall post only formal notices of meetings, elections, names of representatives and officers and other general matters concerning the business of the Union.

10.5.3 All posted matter shall contain the date and Union identification.

10.5.4 The Union shall not post information which is defamatory, derogatory or obscene.

10.5.5 The District agrees the bulletin boards and/or spaces are for Union postings only and all postings and removals shall be done by Union designated members only.

#### ARTICLE 11 - NO STRIKE

11.1.1 It is the purpose of the MOU to confirm and maintain a spirit of cooperation between the District and its employees. It is recognized that any strike or work disruption would jeopardize the public health, welfare, and safety of the public. Thus, the Union and the District will strive to promote a harmonious relationship between the parties to this MOU that will result in continuous and uninterrupted employee services. It is, therefore, further agreed that the Union shall not, on behalf of itself and its members, individually or collectively, engage in any strike, curtailment or restriction of work at any time during the term of this MOU.

#### ARTICLE 12 - GENERAL MATTERS

##### Section 12.1 - CONTINUITY

12.1.1 In regard to introductory and full-time employees in all classifications, length of continuous service with the District will be used as the basis for determining benefits such as sick leave and vacation time.

12.1.2 Length of continuous service shall also be the sole determination of seniority within the District. Continuous service with the District will start with the date of employment and will continue until one of the following occurs:

- a. An employee is discharged by the District.
- b. An employee voluntarily terminates his/her employment.

#### Section 12.2 - UNIFORMS & PROTECTIVE CLOTHING

12.2.1 Employees are required to maintain in serviceable and clean condition the following minimum uniform items:

- a. (2) Class 'B' shirts
- b. (3) Class 'B' pants
- c. (5) Fire Department T-shirts
- d. (1) ball cap
- e. (1) jacket
- f. (1) belt with Fire Department buckle
- g. (1) pair Cal/OSHA approved boots

12.2.2 Uniforms shall meet the specifications listed in the Fire Department uniform directive. The Fire Chief reserves the right to call a uniform inspection of an employee at any time.

12.2.3 The District will provide an account with a maximum of \$900 per fiscal year per eligible employee for the purchase and replacement of the fire department specified uniform. The fire department specified uniform will include the appropriate footwear and comply with OSHA and other required standards. Employees who are on long-term leave of absence (6 pay periods or greater) will have their allowance kept in abeyance until they return to work. If the employee returns to work in the next fiscal year, any unused balance from the previous calendar year will be available for the employee's use upon their return to work. Employees who do not return to work will forfeit any unused and future uniform allowance. Employees who possess an adequate quantity of uniforms in serviceable condition may request approval from the Fire Chief to purchase additional or upgraded safety equipment provided said item meets applicable safety standards. All such purchases and replacements of uniforms shall be made with such vendors as are selected by the district and the district shall make direct payments to the vendors up to the specified amount. Any unused uniform allowance will be forfeited at the end of the fiscal year.

12.2.4 Full-time employees shall be required to obtain and maintain a Class 'A' uniform. Each employee in the bargaining unit will receive a one-time payment of \$150 to be used towards the purchase of a Class 'A' uniform. Introductory employees will receive this one-time payment of \$150 after successful completion of the introductory period.

12.2.5 The District will provide all required and necessary structure and wildland protective clothing or protective devices required of employees in performance of their duties without cost to the employees. Said clothing and equipment shall remain the property of the District.

Section 12.3 – EDUCATION AND TRAINING

- 12.3.1 Employees of the Fire Department are encouraged to pursue other educational opportunities which are related to their present work or which may prepare them for foreseeable future opportunities within the District. Under certain circumstances employees may be eligible for reimbursement of the cost of classes.
- 12.3.2 The District will provide an annual educational reimbursement of Four Hundred Dollars (\$400.00) per employee per fiscal year for eligible course costs (tuition, registration, parking, laboratory/materials fees, and books) for approved classes/seminars in the following categories:

|                           |                                |
|---------------------------|--------------------------------|
| Fire Technology/Science   | Fire Administration            |
| Public Administration     | Business Administration        |
| Education and Instruction | Economics                      |
| Mathematics               | English                        |
| Health Science            | Physical Science               |
| Speech Communication      | Information & Decision Systems |
| Political Science         | Management & Supervision       |
| Automotive Technology     | Environmental Technology       |

- 12.3.3 To be eligible for reimbursement of course costs, the employee must receive advance approval for the class(es) from the Fire Chief. Request for reimbursement must be submitted in writing prior to enrollment. The employee will be notified of final approval, or the reasons for disapproval.
- 12.3.4 Those requests for reimbursement that are received after the class begins will be eligible for only one-half (1/2) of the usual reimbursement upon approval for the class(es) by the Fire Chief.
- 12.3.5 Reimbursement to employees for approved courses will be based on the following criteria:
- a. A refund of the entire eligible course costs, within the limits of the annual educational reimbursement, will be made if the employee received a grade of C or better for the class.
  - b. No refund will be made to employees who receive a grade at or below a D for the entire class.
- 12.3.6 Upon completion of the class(es) the employee is responsible for sending copies of the grade slip(s) and expense receipt(s) to the Fire Chief.
- 12.3.7 Upon approval of the Fire Chief, employees may also be permitted to attend conferences/training sessions that provide a benefit to the Department. The Department will pay costs associated with those conferences/training sessions. If attendance to said conference/training session is not required by the Department but rather is requested by

the employee and approved by the Fire Chief, the Employee shall not be compensated for their time in attendance.

- 12.3.8 If participation in a class or training session other than those required by the employee's job description is requested by the Fire Chief and accepted by the employee, the Department will prepay tuition and materials. Attendance at training on non-duty days shall be compensated at the employee's overtime pay rate. On a duty day the employee shall be relieved of shift responsibilities during the hours of training and associated travel. If the employee desires not to return to duty after training, the employee shall, prior to the start of the training class, submit for vacation to cover the remainder of the shift(s). Paid training time shall not exceed sixty (60) hours per employee per fiscal year unless approved by the Fire Chief.

#### Section 12.4 - SELECTION PROCEDURES

- 12.4.1 Union employees shall be given first consideration for filling all positions covered by the terms of this MOU provided there are two current union employees that meet the minimum qualifications contained in the position job description.
- 12.4.2 The selection process for any position covered by the terms of this MOU shall have a minimum of two candidates that meet the minimum qualifications contained in the position job description.
- 12.4.3 The selection process shall consist of a minimum of an oral interview and physical ability test. Other methods of testing appropriate for the position such as a written examination or a skills assessment center may be used as deemed necessary by management.
- 12.4.4 A current union employee, of equal or higher rank to the position being tested for, if available will participate as an evaluator during the selection process.

#### Section 12.5 - PERFORMANCE EVALUATIONS

- 12.5.1 Employees will be given a formal performance evaluation as provided in this section. The format of the evaluation shall provide affected employees with a reasonably complete assessment of their job performance. Newly hired employees shall receive a performance evaluation no later than the six (6) month anniversary of hire, at twelve (12) months after hire and annually in the month of July thereafter. After the one-year anniversary evaluation, all employees will receive a performance evaluation annually during the month of July.

Promoted employees will receive a performance evaluation six (6) month after the promotion date, twelve (12) months after the promotion date and annually in the month of July thereafter.

- 12.5.2 At least two (2) weeks prior to the evaluation period, employees will be given a self-evaluation form to be completed and shared with the Fire Chief at the time of each performance evaluation. The self-evaluation will become part of the employee's

personnel file after the evaluation discussions have taken place. The employee will receive a signed copy of the Fire Chief's performance evaluation, the original being placed in the employee's personnel file.

- 12.5.3 A request for reconsideration of the evaluation may be made orally or in writing, but must be made personally to the Fire Chief or delivered to his/her office within five (5) working days after the employee receives the evaluation. The Fire Chief shall consider any oral and written response presented by the employee and shall confirm or modify the evaluation as he/she deems appropriate. The decision of the Fire Chief shall be made in writing and delivered to the employee. Such decision shall be final, binding and not subject to grievance.

#### Section 12.6 - PERSONNEL FILE

- 12.6.1 An employee, or an employee's representative with written consent of the employee, can inspect any documents, information and other material that may be in the employee's personnel file. The employee, or his/her representative with written authorization, has the right to receive one copy of anything in the personnel file, which the employee signed or was asked to sign. An employee may have a copy of any other document in the personnel file upon payment of the cost of photocopying at 15¢ per page. The right to inspect and/or to receive copies of materials in the file may be exercised only at reasonable intervals.

- 12.6.2 Adverse statements prepared by the District shall not be included in such personnel file unless the employee has been given a copy, allowed to read such material and respond to it in writing. Employees will be asked to sign such adverse statements signifying receipt. An employee's refusal or failure to sign shall not affect the District's right to rely on or otherwise use said adverse statements.

#### Section 12.7 - PAY PERIODS

- 12.7.1 The pay period for all employees shall be biweekly (26 times a year) and shall incorporate one-half of a 28-day work period. Paychecks will be distributed biweekly on Wednesday following the end of the pay period. When the regular payday falls on a holiday, paychecks will be distributed on the workday immediately preceding such holiday.

- 12.7.2 Employees requesting payment of wages in advance of regular paydays as defined in 12.7.1, shall submit a written request to the Fire Chief. Advancement of wages prior to a regular payday is not a privilege, which an employee may use at his/her discretion, but may be authorized by the Fire Chief at his/her discretion.

- 12.7.3 Requests for advancement of wages may be submitted only once in any pay period, and frequent requests shall be grounds for denial of authorization. If an advancement of wages is authorized, the amount advanced will not exceed the wages accrued (excluding applicable deductions) by the employee to the date of said request.

**Section 12.8 - USE OF PERSONAL VEHICLE**

- 12.8.1 Use of personal vehicles shall not be authorized for the performance of District work if a suitable District vehicle is available and safely operational.
- 12.8.2 Qualified employees who are required to utilize vehicles as part of their employment shall be provided a District vehicle when at all possible. In those rare circumstances when a District vehicle is not available, and upon prior authorization by the Fire Chief, an employee may use his/her personal vehicle in the performance of District work. In that circumstance, the employee shall be reimbursed for the cost of said use on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.
- 12.8.3 Proof of adequate insurance covering collision, personal injury and property damage shall be required to be on file with the General Manager of any employee using a personal vehicle in the performance of District work.

**Section 12.9 - CERTIFICATIONS AND LICENSES**

- 12.9.1 The District shall pay, or reimburse, employees for course costs, license/certification fees, and DMV medical examinations required to maintain Firefighter endorsed driver licenses and emergency medical agency certifications.
- 12.9.2 The employee shall not be compensated for his/her time required to attend courses associated with maintaining required licenses and certifications.

**Section 12.10 - AUTHORIZED AGENTS**

- 12.10.1 For purposes of administering the terms and provisions of this MOU, the authorized agents of the parties and their mailing addresses are as follows:

|          |   |
|----------|---|
| District | Fire Chief<br>Twentynine Palms Fire Department<br>6560 Adobe Road<br>Twentynine Palms, California 92277 |
|----------|---|

|       |   |
|-------|---|
| Union | Union President<br>Twentynine Palms Professional Firefighters<br>IAFF Local 4266<br>P.O. Box 1327<br>Twentynine Palms, California 92277 |
|-------|---|

- 12.10.2 Any written notices or other written communication between the parties shall be served personally on the authorized agents or by certified mail.

**Section 12.11 - FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT (FPBRA)**

12.11.1 Attachment C hereto constitutes the District's policies and procedures for implementing the Firefighters Procedural Bill of Rights Act (FPBRA).

**ARTICLE 13 - UNLAWFUL HARASSMENT POLICY**

13.1.1 The Twentynine Palms Water District is committed to providing a work environment free of unlawful harassment. District policy prohibits sexual harassment and harassment based on medical conditions, race, religious creed, color, national origin or ancestry, physical or mental disability, marital status, age, sexual orientation or any other basis protected by federal, state or local law or ordinance or regulation. All such harassment is prohibited.

13.1.2 The District's unlawful harassment policy applies to all persons involved in the operations of the District, including management and co-workers. Under current law, individual supervisors may be personally liable for money damages based on unlawful harassment.

13.1.3 Sexual harassment is sexual behavior that is illegal, unwelcome, and personally offensive. Specifically, in regard to sexual harassment of employees, the regulations of the Fair Employment and Housing Commission of the State of California defines sexual harassment as unwanted sexual advances, or visual, verbal or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser.

13.1.4 Prohibited unlawful harassment includes, but is not limited to, the following behavior:

a. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;

b. Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;

c. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;

d. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and

e. Retaliation for having reported or threatened to report harassment.

13.1.5 If an employee believes he/she has been unlawfully harassed by another employee, the employee should tell the other employee that the employee finds such behavior offensive, that such behavior is against the District's policy, and ask him or her to immediately stop the behavior. It is important to let fellow employees know when an employee considers

such behavior offensive, as the District hires people from a variety of cultural and ethnic backgrounds, and that person may not realize that behavior he or she thinks is proper could be seen by others as offensive.

- 13.1.6 If an employee believes that he/she has been unlawfully harassed, the employee should provide a written complaint to his/her own or any other supervisor/manager or to the Personnel Officer as soon as possible after the incident. An employee is not required to submit the complaint to his/her supervisor if the supervisor is the person who is committing the unlawful harassment; in that event, the complaint should be submitted to another supervisor. The complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. All incidents will be submitted to the Fire Chief who will promptly undertake an effective, thorough and objective investigation of the harassment allegations. If the Fire Chief is the person accused of unlawful harassment, an appropriate replacement will be designated to undertake the investigation.
- 13.1.7 If unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination. All parties concerned will be advised of the results of the investigation.
- 13.1.8 All employees are encouraged to report any incidents of harassment immediately so that complaints can be quickly and fairly resolved.
- 13.1.9 Employees should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may also file a complaint with the appropriate agency.

#### ARTICLE 14 - RENEGOTIATIONS

- 14.1.1 In the event either party elects to renegotiate a successor MOU, then within 120 to 60 days prior to the expiration of this MOU, such party shall serve upon the other its written request to commence negotiations.
- 14.1.2 Negotiations shall begin no later than thirty (30) days from the date of the first written request. Each party shall submit written proposals no later than the first negotiation session.
- 14.1.3 In the event that neither party has served upon the other a written request to commence negotiations, the current MOU shall continue in full force and effect for one year from the expiration date unless both parties mutually agree to reopen.

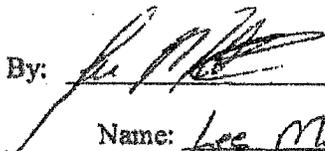
DATED: April 24, 2013

TWENTYNINE PALMS WATER DISTRICT

By:   
Kerron E. Moore, President  
Board of Directors

DATED: April 24, 2013

TWENTYNINE PALMS PROFESSIONAL  
FIREFIGHTERS, IAFF LOCAL 4266

By:   
Name: Lee Martin  
Position: President

RECEIVED  
DEC 17 2015

LAFCO  
San Bernardino County

**EMPLOYMENT AGREEMENT  
BETWEEN JAMES THOMPSON AND  
THE TWENTYNINE PALMS WATER DISTRICT**

**THIS EMPLOYMENT AGREEMENT** (Agreement) is effective as of September 1, 2013 by and between the Twentynine Palms Water District, a public agency ("District") and James Thompson, an individual (Thompson), who is currently serving as Fire Chief and at the will and pleasure of the District's Board of Directors. The District and Thompson may be referred to individually herein as "Party" or collectively as "Parties."

**RECITALS**

This agreement is based upon the following facts and/or understandings:

- A. Thompson has been continuously employed by the District as Fire Chief since April 21, 2004.
- B. The District desires continuity of management, and further desires to continue to employ Thompson as Fire Chief of the District.
- C. Thompson desires to continue serving as Fire Chief of the District and will not seek to leave the District for employment with any other CALPERS agency during the term of this agreement.
- D. Thompson will retire from the District through CALPERS on January 31, 2017.
- E. It is the desire of the District to set forth the salary and benefits and to establish the terms and conditions of employment for Thompson;

NOW, THEREFORE, in consideration of the mutual promises, covenants and terms and conditions set forth herein, the Parties agree as follows:

**AGREEMENT**

**SECTION 1 - EMPLOYMENT AND DUTIES**

1.1 The Board of Directors of the District hereby agrees to employ Thompson, and Thompson hereby accepts employment as Fire Chief of the District subject to the terms and conditions set forth in this Agreement.

1.2 District agrees to employ Thompson in the position of Fire Chief to perform the functions and duties set forth in applicable ordinances, resolutions, and other Board policies pertaining to Fire Chief, as same may be amended from time to time, and any successor provisions thereto, and to perform other legally permissible and proper duties and functions consistent with the office of Fire Chief, as the Board of Directors shall from time to time assign.

## SECTION 2 - COMMUNICATION WITH BOARD OF DIRECTORS

2.1 Subject to Brown Act requirements, and to the maximum extent reasonably possible, Thompson shall provide his input to and communicate with all Directors simultaneously and shall take direction from the Board of Directors through proper action at duly recognized Board meetings. In any instance where such simultaneous communication with Directors is not feasible, Thompson shall communicate with the President, Vice-President, or other Directors, in that order.

## SECTION 3 - TERM

3.1 The term of employment for Thompson shall be deemed to commence on September 1, 2013, and shall continue until January 31, 2017, unless sooner terminated by the Parties pursuant to this Agreement.

3.2 It is understood and agreed that Thompson holds office at the will and pleasure of the District's Board of Directors and that the Board may terminate the services of Thompson at any time for no reason and without cause.

3.3 Thompson may resign, or otherwise terminate his employment, of his own volition at any time upon giving the Board ninety (90) days written notice of resignation. Thompson's resignation shall be deemed accepted upon submission. The Board may release Thompson from employment with the District any time following submission of said resignation; provided, however, if released hereunder, Thompson shall receive his salary and benefits set forth in Sections 6 and 7 of this Agreement for the 90 day notice period.

## SECTION 4 - ACTS ENTITLING THOMPSON TO SEVERANCE COMPENSATION

4.1 Thompson shall be entitled to the severance compensation set forth in Section 5 of this Agreement under the following conditions:

(a) If the Board terminates Thompson prior to expiration of the Term, pursuant to Section 3.2, for reasons other than those set forth in Section 8.

## SECTION 5 - SEVERANCE COMPENSATION

5.1 In the event that Thompson's employment ceases pursuant to Section 4.1(a) of this Agreement, the District shall pay Thompson a lump sum cash payment in an amount equal to Thompson's monthly salary set forth in Section 6 multiplied by eight (8) or by the number of months left on the unexpired term of the Agreement whichever is less. Thompson shall also be entitled to continue his health benefits as set forth in

Section 7.2 for eight (8) months or for the number of months left on the unexpired term of the Agreement whichever is less.

5.2 The Parties to this Agreement expressly acknowledge and agree that the severance compensation provision set forth in this Section is not a limitation on the District's discretion to terminate Thompson's employment, but rather a means of determining the amount owed to Thompson should the District exercise its discretion to do so.

5.3 Notwithstanding the foregoing, if the Agreement is terminated, the maximum cash settlement that Thompson may receive shall be an amount equal to Thompson's monthly salary multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to Thompson's monthly salary multiplied by 18.

5.4 In addition, if Thompson were convicted of a crime involving an abuse of his office or position, Thompson would be required to fully reimburse District for any severance benefits provided or any other cash settlement related to his termination, in accordance with Government Code section 53243.2.

#### SECTION 6 - SALARY

6.1 The District agrees to pay Thompson a salary of \$122,682.00 per year, payable in installments and at the same time, and in the same manner, that other District employees are paid and reduced by any payroll taxes and other legally required deductions.

6.2 Thompson shall not be entitled to any salary increase (merit increase or cost of living adjustment) during the term of this agreement.

6.3 Thompson may have his salary reduced at the same time and in the same percentage and/or dollar amounts based upon the same method of computation as any such across the board reductions for other Fire Department employees.

#### SECTION 7 - BENEFITS

7.1 **RETIREMENT.** Thompson shall be a member of the District's retirement plan adopted and existing pursuant to contract with the California Public Employees' Retirement System (PERS). The District shall pay the amount of the required employee and employer contribution for the benefit of Thompson, on the same basis as for other full time Fire Department employees.

7.2 **MEDICAL, DENTAL, LIFE AND VISION BENEFITS.** The District shall provide medical, dental and vision insurance coverage in the same manner and with the same coverage as it provides to its other Fire Department employees.

### 7.3 LEAVE TIME

(a) Thompson shall accrue, and have credited to his personal account, sick leave, vacation leave, administrative leave and holiday pay on the same basis as other District employees. Thompson agrees not to take any vacation or administrative leave at a time that would adversely impact the Fire Department.

(b) Thompson shall also be entitled to payment for any accrued but unused sick leave and vacation leave upon termination whether through Board action or resignation.

7.4 TERM LIFE INSURANCE. The District shall bear the full cost to provide Thompson with term life insurance coverage using the same formula as other full time Fire Department employees.

7.5 PROFESSIONAL DEVELOPMENT EXPENSES AND DUES. The District shall pay all reasonable and necessary business expenses incurred by Thompson in performing services under this Agreement. Such expenses shall include but shall not be limited to telephone, professional dues, subscriptions, conferences, seminars, certification educational classes and meetings necessary for the Fire Department's continued participation in national, regional, state and local associations and organizations.

7.6 TRAVEL EXPENSES. The District shall pay all travel, accommodation and food expenses incurred by Thompson for conferences, seminars, education and meetings associated or related to the Fire Department's business or professional training and development. Such reimbursement shall be subject to applicable District regulations and practices.

7.7 BONDING. The District shall bear the full cost of any fidelity or other bonds required by law or policy.

7.8 BENEFITS NOT OTHERWISE PROVIDED FOR. Except as otherwise provided herein, the District shall provide Thompson with the same package of benefits as provided to other Fire Department employees.

### SECTION 8 - TERMINATION WITHOUT SEVERANCE COMPENSATION

8.1 The District may terminate Thompson without payment of severance compensation only under the following circumstances:

- (a) Thompson violates Section 3.3, and/or Section 11 of this Agreement.

- (b) Thompson is convicted, pleads guilty, or pleads nolo contendere, to any felony or to a misdemeanor involving dishonesty or moral turpitude.
- (c) Thompson's termination is the result of an act that would constitute bribery, perjury, embezzlement, fraud, or other malfeasance.
- (d) Any willful breach of this Agreement
- (e) Habitual neglect of duties required to be performed under this Agreement.
- (f) Any acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude.

8.2 During any investigation into any misconduct alleged against Thompson, if Thompson is provided paid administrative leave and is subsequently convicted of a crime involving an abuse of his office or position, Thompson shall be required to fully reimburse the District any paid leave salary in accordance with Government Code section 53243, as amended.

8.3 Any funds provided for the legal criminal defense of Thompson shall be fully reimbursed to the District if Thompson were convicted of a crime involving an abuse of his office or position, in accordance with Government Code section 53243.1.

#### SECTION 9 - RESTRICTION ON TERMINATION

9.1 Notwithstanding any other provision of this Agreement to the contrary, the District shall not be obligated hereunder to pay Thompson any amount exceeding the amounts specified in Government Code, Sections 53260 et seq., as existing on the date or any renewal date of this Agreement.

#### SECTION 10 - PERFORMANCE EVALUATION

10.1 The Board shall evaluate the performance of Thompson not less than once per year and one such evaluation shall occur in July. The criteria used may be added to or deleted as the District may from time to time determine after consultation with Thompson. To the extent permitted by law, said review and evaluation shall be private and confidential, and the results shall be summarized and discussed in Closed Session, to the extent permitted by law, or through some other mutually acceptable non-public means. The parties agree that the primary purpose of such evaluations is to facilitate open and frank discussion, define roles and expectations, identify performance strengths and weaknesses, and to provide an opportunity for Thompson to take affirmative action to address weaknesses and areas needing improvement.

**SECTION 11 - EXCLUSIVE EMPLOYMENT**

11.1 Thompson shall devote his full time, energy and efforts to the position of Fire Chief, and with the exception of educational instructor of fire certification classes outside of regular business hours, shall accept no outside employment.

**SECTION 12 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

12.1 The Board, in consultation with Thompson, may set forth in writing any such other terms and conditions of employment as they may determine from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, any regulations, rules, policies or procedures of the District, or other applicable law.

12.2 DISTRICT agrees that this AGREEMENT shall be binding upon successors and assigns of DISTRICT.

12.3 In the event of any legal action between the parties to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable legal fees and costs incurred in the prosecution or defense of the action.

**SECTION 13 - NOTICES**

13.1 Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery or by mail. Mailed notices shall be addressed as noted below, but each party may change its address by written notice given in accordance with this Section. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of five (5) calendar days following the date of mailing of the notice.

**TO AGENCY:**

President and Board of Directors  
Twentynine Palms Water District  
Post Office Box 1735  
Twentynine Palms, CA 92277

**TO THOMPSON:**

James Thompson  
6763 Indian Cove Road  
Twentynine Palms, CA 92277

**SECTION 14 - ENTIRE AGREEMENT**

14.1 The foregoing contains the entire agreement of the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of Thompson by the District and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party. In addition, the inclusion of Thompson in any benefits or other rights provided to other District employees shall not result in Thompson being deemed an employee with any status other than as set forth in this Agreement and shall not constitute any right to be considered within an employee organization or with any other similar rights.

#### SECTION 15 - MODIFICATIONS

15.1 Any modifications to this Agreement shall be effective only if in writing and signed by both parties hereto.

#### SECTION 16 - EFFECT OF WAIVER

16.1 The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

#### SECTION 17 - PARTIAL INVALIDITY

17.1 If any provision of this Agreement is for any reason deemed by a court of competent jurisdiction to be unconstitutional, illegal, invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

#### SECTION 18 - GOVERNING LAW

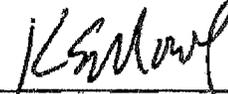
18.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California, in full force and effect as of the date of execution.

#### SECTION 19 - RIGHT TO LEGAL ADVICE AND REPRESENTATION

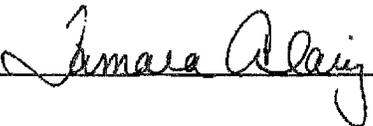
19.1 Thompson acknowledges and agrees that he has been notified and given the opportunity to seek the advice and legal representation of legal counsel in regard to the development and execution of this Agreement. This Agreement shall not be deemed to have been developed by any particular party as a result, the provisions of this Agreement shall not be interpreted in a manner more favorable to either party.

IN WITNESS WHEREOF, the District has caused this Agreement to be signed and duly executed on its behalf by its President, in triplicate, on the \_\_\_\_\_ day of \_\_\_\_\_, 2013. Thompson has accepted the terms and conditions set forth in this Agreement as evidenced by his signature below.

TWENTYNINE PALMS WATER DISTRICT

By:   
Kerron E. Moore, President                      Date

ATTEST:

By: 

JAMES THOMPSON

By:  8/28/13  
James Thompson                      Date

# Fire Chief Severance Calculation

|   |                               | <u>Severance Cost</u> |
|---|-------------------------------|-----------------------|
| Annual Salary   | 122,682.00                    |                       |
| Months Remaining  | 7.00                          |                       |
| <b>Salary Severance (section 5.1)</b>                       |                               | <b>\$ 71,564.50</b>   |
| Hourly Rate   | 58.9816                       |                       |
| Estimated Sick Leave Accrual as of 6/30/16                  | 155.20                        |                       |
| Estimated Vacation Accrual as of 6/30/16                    | 405.95                        |                       |
| <b>Sick &amp; Vacation Leave Severance (section 7.3(b))</b> |                               | <b>\$ 33,097.52</b>   |
| <b>Cash Total:</b>  |                               | <b>\$ 104,662.02</b>  |
| Monthly Cost of Medical                                     | 1,457.94                      |                       |
| Monthly Cost of Dental                                      | 65.20                         |                       |
| Monthly Cost of Vision                                      | 17.21                         |                       |
| Monthly Dependent Deduction                                 | (222.50)                      |                       |
| <b>Health Benefits Severance (section 5.1)</b>              | <u>          </u> <b>x7</b>   | <b>\$ 9,224.95</b>    |
| <b>Employer Payroll Taxes</b>                               |                               |                       |
| OASDI Salary Paid as of 6/30/16                             | 64,836.38                     |                       |
| <b>OASDI Employer Cost: (118,500.00-64,836.38) x 6.2%</b>   |                               | <b>\$ 3,327.14</b>    |
| <b>Medicare Employer Cost: 104,662.02 x 1.45%</b>           |                               | <b>\$ 1,517.60</b>    |
|   | <b>Total Cost to District</b> | <b>\$ 118,731.72</b>  |

2016 OASDI limit is \$118,500  
 Severance is not subject to CA payroll taxes (CASDI, etc.)

**RECEIVED**  
 DEC 1 / 2015  
**LAFCO**  
 San Bernardino County



**COUNTY ADMINISTRATIVE OFFICE**  
**Finance and Administration**

**Mary Jane Olhasso**  
Assistant Executive Officer  
**Gary McBride**  
County Chief Financial Officer

February 2, 2016

Kathleen Rollings-McDonald  
Executive Officer  
San Bernardino LAFCO  
215 North "D" Street, Suite 204  
San Bernardino, CA 92415

Subject: 29 Palms Fire Service Annexation Cash Flow Issue

Dear Ms. Rollings-McDonald:

This is to confirm that County Fire and the County Administrative Office are aware of the initial cash deficit associated with the 29 Palms service annexation as a result of balances being retained by the water district and the City to address unfunded pension liability issues. This deficit is not a budgetary deficit, but a cash flow deficit resulting from the time delay between assumption of services and collection of revenue.

County Fire and the County Administrative Office have identified other sources of liquidity to address this issue, including balances on hand at County Fire and the authority under California code to advance property taxes. Further, the County Administrative Office has confirmed with the County Auditor-Controller/Treasurer/Tax Collector's office that there is sufficient availability within the legal limitations of the property tax advance methodology to accommodate the cash flow deficit associated with the 29 Palms services.

Sincerely,

A handwritten signature in black ink, appearing to read "G. McBride".

Gary McBride  
County Chief Financial Officer

cc: Mark Hartwig  
Don Trapp  
John Chamberlin  
Valerie Clay

**BOARD OF SUPERVISORS**

ROBERT A. LOVINGOOD  
First District

JANICE RUTHERFORD  
Chair, Second District

JAMES RAMOS  
Third District

GARY C. OVITT  
Vice Chair, Fourth District

JOSIE GONZALES  
Fifth District

CLERK OF SUPERVISORS  
JENNIFER L. BROWN

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LAFCO  
San Bernardino County

## TWENTY-NINE PALMS BAND OF MISSION INDIANS

### RESOLUTION NUMBER TC #102115A

#### Conditional Consent to the Inclusion of the Twenty-Nine Palms Indian Reservation in San Bernardino County Fire Protection District for Purposes of Fire Protection

**WHEREAS**, the Twenty-Nine Palms Band of Mission Indians (the "Tribe") is a federally recognized Indian tribe possessing powers of sovereign self-governance; and

**WHEREAS**, Section 6(a) of the Tribe's Articles of Association states that the Tribal Council has the power to establish its own rules of procedure to conduct its affairs; and

**WHEREAS**, the Twentynine Palms Water District has provided fire protection services to the Tribe on its tribal trust lands ("Reservation") in San Bernardino County; and

**WHEREAS**, the Local Agency Formation Commission ("LAFCO") for San Bernardino County (the "County") is processing a proposal to reorganize the San Bernardino County Fire Protection District ("SBCFPD") to include the entirety of the Twentynine Palms Water District boundary within the SBCFPD, and to divest the fire function from Twentynine Palms Water District;

**WHEREAS**, the area proposed for annexation includes the Reservation, as depicted on Attachment #1 hereto; and

**WHEREAS**, the annexation of the Reservation would be to the SBCFPD's Service Zone FP-5, which carries with it a per parcel annual service fee of approximately \$144 per year; and

**WHEREAS**, the County has requested the Tribe's consent to be included in Service Zone FP-5 of the expanded SBCFPD; and

**WHEREAS**, the County and LAFCO understand that the Tribe's inclusion does not subject it to County ordinances and regulations; and

**WHEREAS**, the County and LAFCO further understand that the Tribe's inclusion does not subject the Tribe or the Reservation to the authorities granted to Service Zone FP-5 or the expanded SBCFPD under California Health and Safety Code § 13800 et seq., or to any other authority exercised under state or local law except as explicitly agreed to by the Tribe; and

**WHEREAS**, with these limitations, the Tribal Council recommends the inclusion of the Reservation into the SBCFPD's Service Zone FP-5; and

**NOW THEREFORE BE IT RESOLVED**, the Twenty-Nine Palms Band of Mission Indians consents to the inclusion of the Twenty-Nine Palms Indian Reservation into the SBCFPD's Service Zone FP-5 fire protection overlay, provided:

1. This approval shall not be construed as the Tribe's consent to the County's jurisdiction over matters of fire prevention, fire inspection, fire code enforcement, permitting or administrative authority.
2. This approval shall not be construed as the Tribe's consent to any ordinance, code, law, or regulation enacted by the County or its affiliates, agencies, or related entities.
3. The Tribe's consent shall not be construed as explicit or implied consent to any authority exercised by any fire protection district pursuant to California Health and Safety Code § 13800 et seq. or any other related state law or regulation.

**BE IT FURTHER RESOLVED**, the powers exercised by the governing bodies of San Bernardino County and SBCFPD's Service Area FP-5 are strictly limited to its respective officers, employees, agents, personnel, assets and resources used to respond to emergencies. Under no circumstances shall such powers apply to the Twenty-Nine Palms Band of Mission Indians, its agents, officers, employees, personnel, assets or resources.

**BE IT FURTHER RESOLVED**, when operating on the Tribe's lands, the management of emergency incidents involving SBCFPD's Service Area FP-5 fire protection district resources shall be conducted using the Incident Command System with an SBCFPD officer as the Incident Commander, provided that within 48 hours after the emergency has been abated, such Incident Commander shall liaise with the Tribe's Director of Public Safety to provide a complete report of the incident.

**BE IT FURTHER RESOLVED**, this consent is intended to memorialize the understandings between the Tribe and the County as set forth herein, and does not create any conditions not memorialized herein.

**BE IT FURTHER RESOLVED**, nothing contained in this consent shall be deemed to constitute a waiver or diminution of the Tribe's sovereign immunity from unconsented suit.

**BE IT FINALLY RESOLVED**, both the Tribe and the County will continue consultations in a government-to-government setting for the purposes of ensuring the continued safety of the Twenty-Nine Palms tribal community and the citizens who visit the Reservation.

#### CERTIFICATION

The undersigned, Chairman and Secretary for the Twenty-Nine Palms Band of Mission Indians, do hereby certify that Resolution Number TC #102115A was adopted at a duly held meeting of the Tribal Council on October 21, 2015 by a vote of 3 for, 0 against, 1 abstaining.

  
Darrell Mike, Chairman

  
Michelle Mike, Secretary



# SAN BERNARDINO COUNTY FIRE DISTRICT

157 W. 5th Street, 2nd Floor • San Bernardino, CA 92415-0451 • (909) 387-5974 • Fax (909) 387-5542

**Administrative Headquarters**

**Mark A. Hartwig**  
Fire Chief/Fire Warden

**James Johnstone**  
Deputy Chief

**Don Trapp**  
Assistant Chief

RECEIVED  
JAN 04 2015

**LAFCO**  
San Bernardino County

December 28, 2015

Kathleen Rowlings-McDonald  
Executive Director  
San Bernardino County LAFCO  
215 North D St. Suite #204  
San Bernardino, CA. 92401

RE: LAFCO 3199 & 3200 additional proposed area

Dear Kathleen,

During our discussions about LAFCO #3199 and #3200, you presented a map identifying an additional 334 parcels immediately adjacent to the Marine Corps Base Twenty Nine Palms and the Twentynine Palms Water District service area that is currently within the San Bernardino County Fire Protection District.

The San Bernardino County Fire Protection District is not opposed to the movement of these parcels from the South Desert Service Zone into the newly formed FP-5 Twentynine Palms service area. This will ultimately provide an enhanced level of service to the constituents that live or work in the area, as they will be served directly by Fire Station #421 in Twentynine Palms as opposed to the County Fire Station #36 in Joshua Tree.

Should you have any further questions, please do not hesitate to contact me.

Sincerely,

Mark A. Hartwig  
Fire Chief/Fire Warden

Proudly Serving:

- City of Adelanto
- City of Fontana
- City of Grand Terrace
- City of Hesperia
- City of Needles
- City of Victorville
- Town of Yucca Valley

And the Communities of:

- Amboy
- Angelus Oaks
- Baker
- Baldwin Lake
- Baldy Mesa
- Barton Flats
- Big River
- Black Meadow Landing
- Bloomington
- Blue Jay
- Cedar Glen
- Crestline
- Deer Lodge Park
- Devore
- El Mirage
- Fawnskin
- Forest Falls
- Green Valley Lake
- Harvard
- Havasu Landing
- Helendale
- Hinkley
- Johnson Valley
- Joshua Tree
- Lake Arrowhead
- Landers
- Lucerne Valley
- Ludlow
- Lytle Creek
- Mentone
- Mt. Baldy
- Mt. Home Village
- Mt. Pass
- Mt. View Acres
- Muscoy
- Oak Hills
- Oro Grande
- Park Moabi
- Phelan
- Pinon Hills
- Pioneer Town
- Red Mountain
- San Antonio Heights
- Searles Valley/Trona
- Sky Forest
- Spring Valley Lake
- Summit Valley
- Twin Peaks
- Windy Acres
- Wonder Valley
- Wrightwood

**BOARD OF SUPERVISORS**

Robert A. Lovingood  
Vice Chair, First District

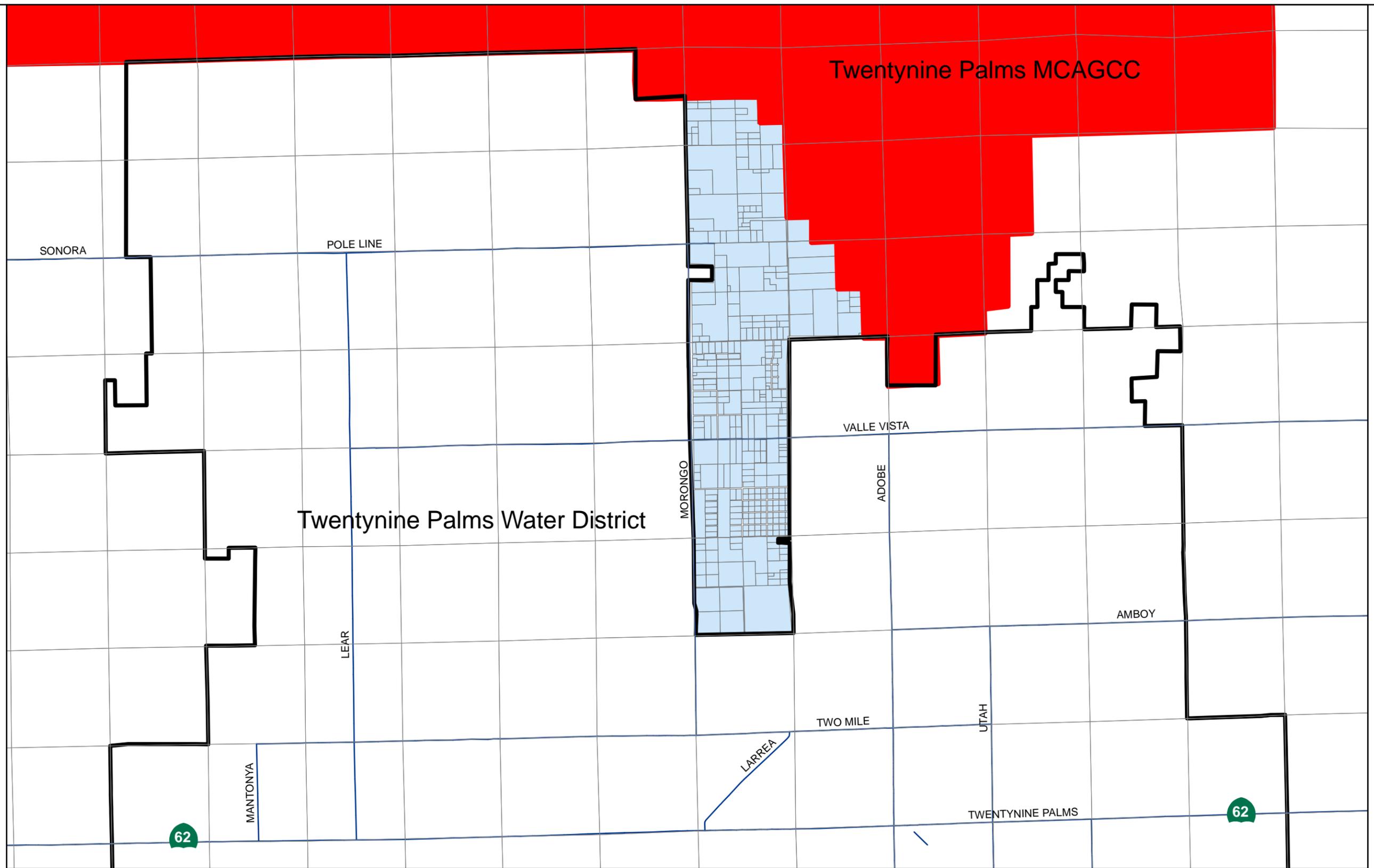
Janice Rutherford  
Second District

James Ramos  
Chair, Third District

Curt Hagman  
Fourth District

Josie Gonzales  
Fifth District

Gregory Devereaux  
Chief Executive Officer



# Parcels between Twentynine Palms Water District and Twentynine Palms Marine Corps Base

-  29 Palms Water District Boundary
-  Twentynine Palms MCAGCC
-  Parcels between District & Base
-  Section Lines