

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**SAN BERNARDINO COUNTY  
FIRE PROTECTION DISTRICT**

**(EMERGENCY SERVICES UNIT)**



**AND**

**COMMUNICATIONS WORKERS OF AMERICA**

**2013-2014**

**MEMORANDUM OF UNDERSTANDING  
EMERGENCY SERVICES UNIT  
2013-2014**

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# **SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT EMERGENCY SERVICES UNIT**

## **PREAMBLE**

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

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

## **RECOGNITION**

Pursuant to the provisions of the Board-Governed Special Districts Employee Relations Ordinance and applicable State law, the Communications Workers of America (hereinafter "CWA"), is the exclusive recognized employee organization for employees in the Emergency Services Unit (hereinafter the "Unit"). County Fire hereby recognizes CWA as the exclusive recognized employee organization for the employees in the employee classifications comprising said Unit as listed in the Article "Salary Adjustment," hereof, as well as employees in such classes as may be added to this Unit hereafter by County Fire.

## **ACCESS TO PERSONNEL RECORDS**

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

Letters of reference and other matters exempted by law shall be excluded from the right of inspection by the employee.

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

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

### **ACCESS TO WORK LOCATIONS**

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

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

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

The Fire Chief, or designee, may mutually establish with the CWA Union Representative reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. County Fire shall not unreasonably interfere with CWA's access right to work locations.

### **ACCIDENTAL DEATH AND DISMEMBERMENT**

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

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

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

New employees shall become eligible to participate in these programs on the start of the pay period following completion of one thousand forty (1,040) service hours of satisfactory service.

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

### **ACCREDITATION BONUS**

- a) In the first pay period following Board approval of this agreement, employees in this unit shall receive a one-time two hundred and fifty dollar (\$250.00) lump sum payment contingent upon the Dispatch Center receiving National Academy of Emergency Medical Dispatch (NAEMD) accreditation.
- b) Employees who achieve the NAEMD accreditation and meet the minimum requirements for accreditation for one year shall receive a once yearly five hundred dollar (\$500.00) lump sum payment, beginning in pay period 03/14.

### **ADMINISTRATIVE LEAVE**

#### **SUPERVISING DISPATCHERS**

Effective pay period 1 of each year, employees in a regular position will be provided with forty (40) hours of administrative leave time for the employee's use. Employees hired after the beginning of pay period 1, shall be credited with administrative leave prorated on a monthly basis, based upon the annual rate of forty (40) hours (i.e., 3.33 hours per month, or any portion thereof). Such administrative leave may be cashed out at the employee's then current base rate of pay in increments of one (1) hour one (1) time during the calendar year to the extent that the hours would have accrued at the rate of 3.33 hours per month minus any hours used up to that time. Any administrative leave accrual balances in effect at the end of pay period 26 of each year (or if applicable, pay period 27) will automatically be paid at the employee's then current base rate of pay. Employees may designate that cash-out of administrative leave be allocated to the County's Section 457 Deferred Compensation Plan consistent with the requirements and restrictions of such Plan. Upon termination of employment, any unused administrative leave will be paid at the current rate of pay only by the amount of hours that would have been accrued at the rate of 3.33 hours per month minus the total number of hours previously used and cashed out.

Administrative leave may be used on the same basis and under the same conditions as vacation leave.

### **AUTHORIZED EMPLOYEE REPRESENTATIVES**

#### **Section 1: Authorized Employee Representatives**

CWA may designate two (2) employees as authorized employee representatives or alternates to represent employees in the processing of grievances or during disciplinary proceedings subject to the following rules and procedures:

- a) Time spent during regularly scheduled work hours by an authorized employee representative or alternate in representing an employee shall only be compensated by County Fire at such representative's or alternate's base rate of pay. No overtime compensation shall be authorized for such purposes.
- b) County Fire vehicles and supplies may not be used. County Fire telephones may not be used in implementing the provisions of this Article if such use would unduly interfere with the efficiency, safety, or security of County Fire operations and result in telephone costs to County Fire.

**Section 2: Handling of Grievances and Disciplinary Proceedings**

- a) At the request of an employee, an authorized employee representative or alternate may investigate a formal grievance and represent the employee at the resulting proceedings or represent the employee during disciplinary proceedings.
- b) Prior to participating in a grievance or disciplinary proceeding, the authorized employee representative or alternate and affected employee shall first obtain authorization from their immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of County Fire operations. If the request is denied, the immediate supervisor will establish an alternate time convenient to County Fire and employees when the authorized employee representative or alternate and affected employee can reasonably expect to be released from their work assignment. A denial of permission will automatically constitute an extension of the time limits established in the Grievance Procedure equal to the amount of the delay.

**Section 3: Meet and Confer**

CWA may designate two (2) employee representatives and one (1) alternate for purposes of meeting and conferring with County Fire pursuant to Government Code Section 3500 et. seq.

**BENEFIT PLAN**

**Section 1: Benefit Plan Eligibility**

- a) Employees in a regular position scheduled for a minimum of forty (40) hours per pay period are eligible to receive the benefits of this Article. Employees must be paid for at least one-half plus one hour of their scheduled hours in order to receive the benefits of this Article. For instance, an employee scheduled to work 80 hours per pay period must be paid at least forty-one (41) hours to be eligible for the benefits of this Article.
- b) Eligibility While on Leave - Employees who are on approved leaves of absence for medical reasons pursuant to the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA) and whose paid hours in a pay period are less than the required number of hours designated in sub-section (a) above will continue to receive the Medical Premium Subsidy (MPS) for up to six (6) pay periods in any rolling twelve (12) month period. Employees who are on an approved leave of absence without pay shall not be eligible to receive the MPS unless they are on an approved FMLA or CFRA eligible leave of absence. If an employee is no longer eligible for



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

- c) Employees on an approved Worker's Compensation claim shall receive the benefits of Section 4 for up to twenty (20) pay periods while off work due to that injury as long as the employee pays his/her portion of the premiums on time. However, after the 6<sup>th</sup> pay period off work, the employee is no longer eligible for health and dental plan coverage. The employee will have the option of enrolling in COBRA continuation coverage. The remainder of this benefit (MPS) will continue to be paid under the COBRA continuation coverage as long as the employee pays his/her portion of the COBRA premium on time
- d) Employees who are integrating paid leave time with State Disability Insurance (SDI) shall receive the benefits of Section 4 under the following circumstances: upon election of full integration of disability payments and paid leave time, employees who are paid less than one-half plus one of their scheduled hours but have available leave balances of at least one-half plus one of their scheduled hours shall receive the benefits of this Article.

**Section 2: Section 125 Premium Conversion Plan**

- a) Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for health insurance, dental insurance, voluntary life (to the IRS specified limit) and accidental death and dismemberment insurance premiums currently maintained for Unit employees or any other program(s) mutually agreed upon by the parties. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.
- b) Benefit Plan elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.
- c) To be eligible for this benefit, an employee must be in a regular position and be regularly scheduled to work at least forty (40) hours in a pay period or be on an approved leave pursuant to the FMLA.
- d) Election of pre-tax salary reductions and after-tax payroll deductions shall be made within sixty (60) calendar days of the initial eligibility period in a manner and on such forms designated by the County 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 Plan Document. Examples of mid-year qualifying events include: marriage,

divorce, birth, adoption, death, over age dependent, your or your spouse's or domestic partner's reduction in work hours, loss of spouse's or domestic partner's employment, gain or loss of spouse's or domestic partner's insurance, relocation outside an HMO network service area, entitlement to Medicare for you or your dependent, significant increase in County Fire sponsored insurance cost during the plan year, loss or gain of MediCal or Medicaid coverage and spouse's, domestic partner's or dependent's open enrollment. The employee must submit request for a change due to a mid-year qualifying event within sixty (60) calendar days of the qualifying event. The Human Resources Employee Benefits and Services Division Chief, or designee, will authorize changes as long as the change is made on account of, and consistent with, an employee's change in status.

### **Section 3: Health and Dental Plan Coverage**

- a) All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in a health and dental plan offered by County Fire. Employees who fail to elect health plan coverage will be automatically enrolled in the health and dental plan with the lowest bi-weekly premium rates available in the geographical location of the employee's primary residence.
- b) To be eligible for County Fire sponsored health and dental plan coverage, an employee must be in a regular position and have received pay for at least forty (40) hours in a pay period and have received pay for at least one-half plus one hour of scheduled hours or be on an approved leave pursuant to FMLA or CFRA.
- c) Enrollment elections must remain in effect for the remainder of the Plan year unless an employee becomes ineligible for an HMO network service area.
- d) Eligible employees may elect to enroll their dependents upon initial eligibility for health and dental insurance. Thereafter, newly eligible dependents may be enrolled within sixty (60) calendar days of obtaining dependent status, such as birth, adoption, marriage, or registration of domestic partnership.
- e) Notification of a mid-year qualifying event must be submitted to the Human Resources Employee Benefits and Services Division in accordance with procedures adopted by the County. Employees are responsible for notifying the County within sixty (60) calendar days of dependent's change in eligibility for the County Fire sponsored plans.
- f) Dependent(s) must be removed mid-Plan year when a dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules, for example divorce, over age dependent, or termination of domestic partnership.
- g) Premiums for coverage will be automatically deducted from the employee's pay warrant. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents.
- h) Employees eligible for health plan coverage who are also enrolled in a comparable group health plan sponsored by another employer or are covered by a spouse who is also employed with County Fire/Special Districts or the County may elect to discontinue enrollment in their County Fire sponsored health plan (opt-out or waive). To receive the Benefit Plan amounts, the employee

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

1. Employees scheduled for 61 to 80 hours per pay period who previously elected to **opt-out** of County Fire sponsored health plan coverage and continue to opt-out during the term of this MOU shall receive one hundred thirty-three dollars and eighty-five cents (\$133.85) per pay period; employees scheduled for forty (40) to sixty (60) hours shall receive sixty-six dollars and ninety-three cents (\$66.93) per pay period.
  2. Employees scheduled to work 61 to 80 hours per pay period who previously elected to **waive** health plan coverage to a spouse employed by County Fire/Special Districts or the County and continue to waive during the term of this MOU will receive one-hundred ninety dollars (\$190.00) per pay period; employees scheduled for 40 to 60 hours who continue to waive shall receive ninety-five dollars (\$95.00) per pay period.
  3. New opt-outs or waives (i.e., newly hired employees or employees who opt-out or waive as of April 29, 2006 and any time thereafter) scheduled for 61 to 80 hours per pay period shall receive forty dollars (\$40.00) per pay period; new opt-outs and waives scheduled for 40 to 60 hours per pay period shall receive twenty (\$20.00) per pay period.
- i) Employees eligible for dental plan coverage who are also enrolled in a comparable group dental plan sponsored by another employer may elect to discontinue enrollment in their County Fire sponsored dental plan.
- j) The rules and procedures for electing to opt-out of County Fire sponsored health and dental plan coverage are established and administered by the Human Resources Employee Benefits and Services Division.
1. Employees may elect to opt-out of County Fire sponsored health and/or dental plan(s) within sixty (60) calendar days of the effective date of coverage of another employer-sponsored group plan. Proof of initial gain of other group coverage is required at the time that opt-out is elected.
  2. Employees may elect to opt-out of County Fire sponsored health and/or dental plan(s) during an annual open enrollment period. All employees electing opt-out during an annual open enrollment period must provide verification of other group plan coverage.
  3. Employees who voluntarily or involuntarily lose their other group health plan coverage must enroll in a County Fire sponsored health plan within sixty (60) calendar days. Enrollment in the County Fire sponsored plan will be provided in accordance with the requirements of the applicable plan. If the employee elects not to enroll their eligible dependents, the dependents may only be added at a subsequent annual open enrollment period.
  4. There must be no break in the employee's health plan coverage between the termination date of the other employer group coverage and enrollment in a County Fire sponsored health plan. Terms and conditions of the applicable plan will determine the required retroactive enrollment period and premiums required to implement coverage. Failure to notify County Fire of loss of

group coverage within sixty (60) calendar days will require the employee to pay their insurance premiums retroactively on an after-tax basis.

- k) An eligible employee whose spouse or domestic partner is also an eligible County Fire/Special Districts or County employee may elect coverage as a dependent on their spouse's or, if the employee is age eighteen (18) or younger, on their parent's County Fire/Special Districts or County health and/or dental insurance plan in lieu of individual employee coverage. This is called a "waiver" to their County Fire/Special Districts or County spouse's or parent's insurance coverage. Such election must be made within sixty (60) calendar days of the employee's, County Fire/Special Districts or County parent's or County Fire/Special Districts or County spouse's eligibility for County Fire sponsored health and dental insurance. During the Plan Year, an employee is responsible for notifying County Fire within sixty (60) calendar days of ineligibility for the waiver. Changes will become effective on the first day of the pay period following the receipt and approval of all appropriate documentation. Loss of the spouse's or parent's County Fire/Special Districts or County plan coverage will require the employee to immediately enroll in a County Fire sponsored health and dental plan.

**Section 4: Medical and Dental Premium Subsidies**

- a) Effective February 9, 2013, County Fire will establish a Medical Premium Subsidy (MPS) to offset the cost of health plan premiums charged to eligible employees. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association. The applicable MPS shall be paid directly to the provider of the County sponsored health plan in which the eligible employee has enrolled. In no case, shall the MPS exceed the total cost of the health insurance premium for the coverage selected.
- b) All employees shall receive a Medical Premium Subsidy (MPS) in the amounts per pay period as set forth below:

	<b>Scheduled for 40 to 60 Hours</b>	<b>Scheduled for 61 to 80 Hours</b>
Employee Only	\$95.00	\$190.00
Employee + 1	\$163.34	\$326.68
Employee + 2	\$223.85	\$447.70

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

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

## **DEFINITIONS**

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

**Appointing Authority** – Refers to the department head of the employee’s department (i.e., the Fire Chief). It includes any person who is designated as acting department head; employees acting for the department head during absence, and/or employees delegated all authority to act on behalf of the Appointing Authority on a regular basis.

**Board of Directors** – Refers to the CONFIRE Joint Powers Authority (JPA) Board of Directors sitting as the governing body of the CONFIRE JPA and the appointing authority.

**Board of Supervisors** – Refers to the County of San Bernardino Board of Supervisors sitting as the governing body of San Bernardino County Fire Protection District (referred to herein as “County Fire”).

**County** – Refers to San Bernardino County, a separate legal entity that provides certain administrative functions to County Fire.

**Human Resources Director or designee** – Refers to the incumbent in the County Human Resources Director position. It also includes any person who has been delegated authority approval on a regular basis by the County Human Resources Director.

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

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

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

## **DEPENDENT CARE ASSISTANCE PLAN**

The purpose of the 125 Dependent Care Assistance Plan (DCAP) is to permit eligible employees to make an election to pay for certain dependent care expenses on a pre-tax basis by salary reduction in accordance with Sections 125 and 129 of the Internal Revenue Code (IRC) of 1986 and regulations issued pursuant thereto. DCAP shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law. DCAP exclusions from gross income do not affect compensation for retirement purposes.

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

- a) To be eligible for this benefit, an employee must be in a regular position, or be on an approved leave designated as FMLA, or be on an approved Military Leave.

- b) Enrollment in the Plan for current employees is limited to the annual open enrollment period or within sixty (60) calendar days following the date of eligibility due to a mid-year Change in Status event. Failure to enroll within the specified timeframe shall result in an election to not participate in the Plan. The DCAP Plan is a calendar year benefit and does not coincide with the County's Benefit Plan year.
- c) Enrollment is required every year. An employee must elect to participate in DCAP through salary reduction on forms approved by the County Human Resources Department Employee Benefits and Services Division.
- d) Eligible employees may contribute up to \$5,000 or the maximum allowed pursuant to IRS regulations. An employee's election to participate in DCAP shall be irrevocable for the remainder of the Plan year. Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document. Examples of mid-year "Change in Status" events include: marriage, birth and adoption. The employee must submit a request for a change due to a mid-year Change in Status event within sixty (60) days of the qualifying event. The County Human Resources Employee Benefits and Services Division will authorize changes as long as the change is made on account of or consistent with an employee's Change in Status event.
- e) Pursuant to IRC Section 125, any amounts remaining in the employee's account at the end of the Plan Year must be forfeited. The County will use any forfeited amounts to help defray the Plan's administrative expenses.

## **DIFFERENTIALS**

### **Section 1: Night Shift Differential**

- a) Purpose. It is the purpose of this provision to compensate employees, who are required to actually work evening or night shift tours of duty, over and above the established base rates of pay.
- b) Eligible Personnel. Employees assigned to a continuous or regularly recurring evening or night shift tour of duty shall be eligible for night shift differential compensation. Further, employees who provide relief work for other employees assigned to continuous or regularly recurring evening or night shift tours of duty shall receive night shift differential compensation.
- c) Special Provisions.
  1. Night shift differential compensation shall not be included in the base rate of pay when computing call-back pay. Employees who are assigned to a continuous evening or night shift tour of duty shall receive such differential in addition to base pay when computing paid leave compensation.
  2. Overtime worked is in addition to a scheduled tour of duty and is compensated separately in accordance with the overtime provisions of this Agreement.

d) Compensation.

1. Employees whose assigned tour of duty, with or without intervening meal time, includes work hours between 5:00 p.m. and 7:00 a.m. shall receive shift differential of one dollar, thirty cents (\$1.30) for all hours worked between 5:00 p.m. and 7:00 a.m.
2. Compensation under this Article shall not apply to employees whose shift begins between 7:00 a.m. and 10:59 a.m.

**Section 2: Shift Trainer Differential**

Employees assigned as a Shift Trainer shall receive a differential of one dollar (\$1.00) for each hour worked as the assigned Shift Trainer.

**Section 3: Supervisor Differential**

Employees assigned to work in a supervisory capacity shall receive a five percent (5%) increase in their hourly base salary rate for all time worked in the acting supervisor capacity.

**Section 4: Weekend Differential**

Employees who due to staffing requirements are held over or required to report for unscheduled weekend shifts between 7:00 pm Friday until 7:00 am Monday shall receive a differential of two dollars and fifty cents (\$2.50) for hours worked during that time period. Shift trading in advance does not count for differential, however, "volunteering" same day as required shift does.

**DIRECT DEPOSIT**

As a condition of employment, all employees must make and maintain arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Employees who have not made such arrangements by the end of the 4<sup>th</sup> pay period after their date of hire shall be subject to termination. In cases where an employee is unable to make arrangements for electronic fund transfer, the Human Resources Director or designee, may allow an exception to this Article. Any exceptions granted may be reviewed periodically for continuation, subject to the approval of the Human Resources Director, or designee.

**DUAL APPOINTMENTS**

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by the Fire Chief to facilitate training, to make assignments to a position which is vacant due to an extended leave of absence, or in an emergency. The most recently hired dual appointee shall enjoy all of the benefits of regular employees except regular status, unless the most recently appointed dual appointee has regular status in the same classification. The most recently hired dual appointee shall be notified in writing by the Fire Chief, or designee, and such notification will clearly define the benefits to which that employee is entitled. Upon return of the initial appointee or completion of the training period or emergency, the following procedure shall apply. If the most recently appointed dual appointee has regular status in the same classification, he/she shall be placed in a vacant position in the same classification in the department/group. If no position is available, the employee

shall be laid off, in accordance with the Personnel Rules of the Board Governed Special Districts, provided, however, that the initial appointee shall be excluded from the order of layoff. If the most recently appointed dual appointee does not have regular status in the classification, he/she may be appointed to a vacant position in the same classification in the department/group; however, he/she shall be required to serve a probationary period unless waived by the Fire Chief. If the most recently appointed dual appointee held prior regular status in a lower classification in County Fire immediately preceding the dual appointment, he/she shall have the right to return to the former classification. If he/she has not held prior regular status in a lower level classification, he/she shall be terminated.

### **EMPLOYEE RIGHTS**

The following are County Fire employee rights:

- a) The right of employees to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.
- b) The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with County Fire.
- c) The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the Fire Chief, or designee, supervisor, other employees, or employee organizations as a result of his/her exercise of rights granted in this Article.
- d) The right of CWA, upon its request and prior to implementation to discuss with County Fire Management any change in terms or conditions of employment which results in a significant impact on employees, except in emergencies.

### **EXPENSE REIMBURSEMENT**

#### **Section 1: General Provisions**

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

#### **Section 2: Responsibilities**

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

#### **Section 3: Travel Authorization**

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



- b) Travel outside the State of California must be approved by the County Administrative Office or designee. Requests for such travel shall be submitted to the County Administrative Office in triplicate on standard "Travel Request" form, unless specifically approved in County Fire's budget.
- c) The Fire Chief, or designee, shall initiate Travel Requests. The County Administrative Office and Auditor-Controller/Treasurer/Tax Collector shall be notified in writing of all such designees.
- d) The Fire Chief, or designee, is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this Article.

**Section 4: Authorization for Attendance at Meetings**

- a) Appointing authorities may authorize attendance at meetings at County Fire expense when the program material is directly related to an important phase of County Fire service and holds promise of benefit to County Fire as a result of such attendance.
- b) Authorization for attendance at meetings without expense reimbursement, but on County Fire time, may be granted when the employee is engaged on County Fire's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to County Fire.

**Section 5: Records and Reimbursements**

- a) Request for expense reimbursement should be submitted once each month, except if the amount claimable for any month does not exceed ten dollars (\$10.00), the submission may be deferred until the amount exceeds ten dollars (\$10.00) or until June 30 during the current fiscal year, whichever occurs first. At the end of the fiscal year, expense reimbursement claims for July 1 and beyond, must be on a separate claim from those expenses claimed for June 30 or earlier.
- b) Receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:
  - 1. Subsistence, except as otherwise provided in this article.
  - 2. Private mileage.
  - 3. Taxi, street car, bus, and ferry boat fares; bridge and road tolls; and parking fees.
  - 4. Telephone and fax charges.
  - 5. Other authorized expenses of less than one dollar (\$1.00).
- c) Claims for expense reimbursement totaling less than one dollar (\$1.00) in any fiscal year shall not be paid.
- d) Reimbursement shall not be made for any personal expenses such as, but not limited to: entertainment, barbering, etc.

- e) Except as otherwise provided in this article, expense reimbursements shall be made on an actual cost basis.
- f) Expense reimbursement shall be made via Electronic Fund Transfer.

**Section 6: Transportation Modes**

- a) The general rule for selection of a mode of transportation is that mode which represents the lowest expense to County Fire.
- b) Travel Via Private Automobile.
  - 1. Reimbursement for use of privately owned automobiles to conduct County Fire business shall be at the IRS allowable rate at the time the mileage was incurred. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance, and all other transportation related costs. County Fire does not provide any insurance for private automobiles used on County Fire business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on County Fire business.
  - 2. When employees, traveling on official County Fire business, leave directly from their principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be equal to the actual mileage from the residence or the mileage computed from the assigned work location, whichever is less. Similarly, if the employee departs from the last work contact point directly to the residence, only such mileage shall be allowed as the lesser distance between it and the assigned work location.

- c) Travel Via Air.

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

**Section 7: Subsistence**

- a) Subsistence allowances for lodging and meals shall not be allowed without prior approval of the Fire Chief, or designee, as necessary for the purpose of conducting County Fire business. Excess charges greater than the allowances listed below in paragraph (b) and (c) may be authorized under special conditions, such as convention requirement or in an area of unusually high cost (such as the San Francisco Bay area, Sacramento, Fresno, Los Angeles and San Diego). If such excess charges exceed the allowances set forth below by more than ten percent (10%), receipts will be required for reimbursement.
- b) The allowance for lodging is seventy-five dollars (\$75.00) plus tax, per night, single.

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

1. Option 1 – With receipts, an employee may be reimbursed for meal expenses up to \$50.00 per day, including tax and gratuity, for three (3) meals, or when separate meals are claimed, eleven dollars (\$11.00) for breakfast; fifteen dollars (\$15.00) for lunch; and twenty-four dollars (\$24.00) for dinner, all including tax and gratuity.
2. Option 2 – Without receipts, an employee may be reimbursed for meal expenses up to \$34.00 per day, including tax and gratuity, for three meals, or when separate meals are claimed, six dollars (\$6.00) for breakfast, nine dollars (\$9.00) for lunch, and nineteen (\$19.00) for dinner, all including tax and gratuity.

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

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

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

#### **Section 8: Credit/Debit Cards**

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

#### **Section 9: Expense Advances**

Advancement of funds for business expenses can be obtained from the County's Auditor-Controller/Treasurer/Tax Collector's Office through submission of the appropriate form. Advancement shall not exceed the per diem allowances set forth herein. The minimum amount to be advanced is twenty-five dollars (\$25.00).

### **FLEXIBLE SPENDING ACCOUNT**

The purpose of the 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 Human Resources Department Employee Benefits and Services Division, consistent with said IRC Sections.

- a) To be eligible to enroll in this benefit, an employee must be in a regular position, or be on an approved leave designated as Family Medical Leave Act or on an approved military leave.
- b) Enrollment in the Plan for current employees is limited to the annual open enrollment period or no later than sixty (60) days following the date of eligibility due to a mid-year Change in Status event. Failure to submit an election agreement within the specified time frame shall result in an election to not participate in the Plan. The FSA Plan year will coincide with the County's Benefit Plan year.
- c) Enrollment is required every Plan year. An employee must elect to contribute to FSA through salary reduction on forms approved by the County Human Resources Department Employee Benefits and Services Division.
- d) Eligible employees may contribute per year to a Flexible Spending Account, on a pre-tax basis, a minimum of one hundred thirty dollars (\$130.00) and up to two thousand five hundred dollars (\$2,500.00) or up to the established amount pursuant to the IRC annual maximum, whichever is less. An employee's 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. Examples of eligible mid-year Change in Status events include: marriage, divorce, birth, adoption, death, overage dependent, the employee's or employee's spouse's reduction in work hours, and loss of spouse's employment. The employee must submit a request for a mid-year Change in Status event within sixty (60) days of the qualifying event. The County's Human Resources Department Benefits and Services Division will authorize changes provided that the change is made on account of and consistent with an employee's qualifying Change in Status event.
- e) Pursuant to IRC Section 125, any amounts remaining in an employee's account at the end of the Plan year must be forfeited. The County will use any forfeited amounts to help defray the Plan's administrative expenses.

#### **FULL UNDERSTANDING, MODIFICATION, AND WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration, therefore constitute the complete and total contract between County Fire and CWA with respect to wages, hours, and other terms and conditions of employment. Any terms, conditions or benefits presently enjoyed which are not in nor specifically changed by this Agreement shall remain in full force and effect pursuant to the Article "Term". Upon negotiation of a successor Agreement all terms, conditions and benefits of employment shall be incorporated into the new Agreement. Therefore, County Fire and CWA, for the life of this Agreement, each voluntarily waives the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Agreement.

## **GRIEVANCE PROCEDURE**

### **Section 1: Purpose**

County Fire and CWA, Local 9588 fully recognize the importance of a viable grievance procedure to aid in the resolution of disputes. As such, this procedure is intended to establish a systematic and orderly method of processing grievances. It is not intended to be used to effect changes in the terms of this Agreement or those matters not covered by this Agreement. The Board of Supervisors and CWA, Local 9588 have pledged that their representatives at all levels will extend active, aggressive and continuing efforts to secure prompt disposition of grievances. The initiation of a grievance in good faith by an employee shall not cause any adverse reflection on the employee's standing with immediate supervisors or loyalty as a County Fire employee.

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

A grievance is a timely, sufficient and good faith allegation by an employee, group of employees, or CWA, Local 9588 that there has been a violation concerning the interpretation or application of a specific article(s) of this Agreement.

### **Section 3: Jurisdiction**

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

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

### **Section 4: Exclusions**

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

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

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

### **Section 5: Representation**

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

## **Section 6: Consolidation of Grievances**

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

## **Section 7: Time Limitations and Notification**

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

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

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

## **Section 8: Steps in the Grievance Procedure**

The procedures outlined herein constitute the steps necessary to resolve an employee's grievance. The presentation of the informal grievance is an absolute prerequisite to the institution of a formal grievance. The attempt of settlement of grievances must be submitted at Step 1 within fifteen (15) working days after the employee is aware of the conditions precipitating the grievance.

### Informal Grievance Procedure - Immediate Supervisor.

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

### Formal Grievance Procedure

Step 1 – Division Level. If a mutually acceptable solution has not been reached during the informal grievance procedure, the grievant shall submit the grievance in writing on appropriate forms supplied by the Human Resources Division to the Communications Director within five (5) working days of notification of the immediate supervisor. The grievance should provide, in order to be considered, a

detailed statement of the grievance, including the date of occurrence, names of witnesses or individuals involved, location, applicable Agreement articles alleged to have been violated, date discussed with immediate supervisor, and the specific remedy or action requested. The Communications Director, after conferring with the Fire Chief or designee, shall meet with the grievant and discuss the grievance. The Communications Director shall submit a written response to the grievant within five (5) working days of receipt of the formal grievance from the employee. If the Communications Director fails to reply within this time period or issues a decision which is unsatisfactory to the employee the employee may proceed to Step 2 of the formal grievance procedure.

Step 2 – Human Resources Division. If a mutually acceptable solution has not been reached in Step 1, the written grievance shall be filed with the Human Resources Director or designee within five (5) working days of the Communication Director's notification of a decision. The Human Resources Director or designee, shall, within five (5) working days of receiving the grievance, make a determination of whether the grievance is a matter for which the Grievance Procedure is appropriate after consultation with the Union. In making such determination, the Human Resources Director or designee, shall determine if: (1) the grievance has been filed in a timely manner; (2) the initial step has been followed; (3) the grievance contains the required information; and (4) if the grievance alleges that a specific Memorandum of Understanding article(s) has been misinterpreted, misapplied, or violated. If the Human Resources Director or designee, determines that the grievance is not subject to this procedure, is untimely or that the steps in the procedure have not been followed, such decision shall be noted on the grievance form and the grievance shall be advanced to Step 3.

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

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

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

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

Pre-arbitration conferences are to be mandatory and no grievances shall be forwarded to the arbitration process without the pre-arbitration hearing conference. Within twenty (20) working days of the approval to advance a grievance to arbitration, both parties are required to meet for a pre-

arbitration hearing conference with the goal of resolving mutually identified grievance issues. If resolution is not attained, both parties are obligated at that time to jointly or individually declare stipulations, identify witnesses and exchange exhibits that will be carried forward to the arbitration process, the intent being full disclosure by both sides prior to the arbitration process.

Step 5 – Arbitration. The Human Resources Director or designee and the employee or the Union shall select an arbitrator by mutual agreement. Where mutual agreement cannot be reached, the parties shall request a list of arbitrators from the California State Mediation and Conciliation Service, and mutually select an arbitrator from said list. Where mutual agreement cannot be made, the arbitrator shall be determined following a striking process. The determination as to which party strikes first shall be based on a coin flip.

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

- a) In reaching a decision and award, the arbitrator shall limit himself/herself to the allegations contained in the grievance presented in relation to the express provisions of the agreement alleged to have been violated. Further, the arbitrator shall have no authority to amend, change, add to, subtract from, or ignore any provisions of this agreement. Lastly, the arbitrator shall not substitute his judgment for that of County Fire on matters pertaining to the exercise of managerial discretion except where it can be shown by the grievant/Union that the County Fire abused its discretion. The arbitrator shall not grant any right or relief on any grievance occurring at any time other than the contract period in which such right originated. If the arbitrability of the grievance is in dispute, the arbitrator shall render a decision on the arbitrability of the dispute prior to hearing the merits of the grievance.
- b) The decision of the arbitrator will be in writing and transmitted to the parties within thirty (30) calendar days after the close of the hearing. This decision may require the Fire Chief or a subordinate to cease and desist from the action, which is the subject of the grievance. The arbitrator may also require the Fire Chief to take whatever action is necessary, within the control of the Fire Chief, to remedy the grievance or take other action to relieve the loss, if any, to the employee. Under no conditions can the arbitrator order relief that exceeds the relief requested by the grievant and shall be limited to making the grievant whole. In the event the arbitrator determines that monetary relief is an appropriate remedy, he/she shall limit any retroactive award, including interest, to a date that is no earlier than fifteen (15) working days from the date the grievance was filed in writing.
- c) The arbitrator's decision shall be transmitted to the Human Resources Director or designee and the Union with a copy to the grievant.
- d) All grievances shall be treated as confidential and no publicity will be provided until the final resolution of the grievance is determined.
- e) The decision by the arbitrator shall be final and binding on all parties unless appealed or there is a financial impact greater than one thousand dollars (\$1,000.00), in which case it shall be subject to approval of the Board of Supervisors.



- f) For grievance decisions with financial impact of greater than one thousand dollars (\$1,000.00), the Human Resources Director or designee will submit the grievance decision within ten (10) working days to the next meeting of the Board of Supervisors. If the Board of Supervisors fails to act within thirty (30) days following receipt of formal notice of the decision of the arbitrator, it shall become final and binding. A copy of the decision shall be filed with the Human Resources Director or designee the Union and the grievant.
- g) County Fire will submit a request for payment to the Auditor-Controller/Treasurer/Tax Collector within five (5) working days of the Board's decision.

Prior to Step 4 – Pre-Arbitration. The Human Resources Director or designee and the Union may by mutual agreement utilize mediation for grievances filed under the provisions of this Agreement. The mediation process described in this Section may be invoked only by the two (2) parties identified herein and is expressly an exception to the language contained in Section 3 of this Article.

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

- a) The Human Resources Director or designee and the Union shall agree in writing to refer a specific grievance or disciplinary appeal to mediation.
- b) The grievant shall have the right to be present, represented by the Union as the sole, exclusive bargaining agent.
- c) The grievant shall have the Union, as the singular spokesperson, and County Fire will have a representative from the Human Resources Department, with neither side allowed the presence of an attorney.
- d) Any written material submitted to the mediator shall be returned to the party providing the material at the conclusion of the mediation meeting.
- e) The mediation process shall be as follows:
  - 1. The mediation meeting shall be an informal process, limited to a one (1) hour presentation for each side, not restricted to the rules of evidence, and no record will be kept of the proceeding.
  - 2. The mediator will meet jointly with the parties and separately, if necessary.
  - 3. The mediator has no authority to compel resolution of the matter mediated.
  - 4. The oral advisory opinion of the mediator shall be given at the conclusion of the meeting and the parties may opt to agree in writing to the opinion, reject the same mutually or singularly and proceed to the next step of the usual process, or remove the matter from the process by mutual agreement.

5. The advisory opinion accepted in writing by the two (2) parties does not constitute a precedent and is not admissible as evidence in any future process governed by this Agreement.
- f) Where possible, the parties shall utilize the mediation services provided by the California State Mediation and Conciliation Service. In the event that the mediation process would result in fees for service rendered by the State or by use of a private hearing officer, such costs shall be equally divided between the County Fire and the Union.
- g) The post-mediation process is restricted by the following:
  1. No person serving in the capacity as a mediator may serve as the hearing officer/arbitrator for the same case should the same be forwarded to arbitration.
  2. No reference to a matter mediated may be utilized in a subsequent arbitration or hearing unless stated in writing at a step prior to the mediation. The penalty for violation of this understanding shall be forfeiture of the hearing or appeal by the party violating the same.
- h) This procedure may be modified by mutual agreement of both parties.

#### **Section 9: Health and Safety Grievances**

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

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

#### **IDENTIFICATION CARDS**

County Fire will provide identification cards to all employees. Such cards will include the employee's name, employee number, and department. Employees shall carry such cards at all times while engaged in County Fire business and in connection with such business shall produce cards for inspection to any County Fire official. Employees shall surrender such cards upon termination from County Fire employment.

## **IMPLEMENTATION**

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

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

## **JOB SHARING AND PART-TIME EMPLOYMENT**

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

Benefits for job sharing and part-time employees shall be provided in accordance with the "Benefit Plan" article. Each employee shall be notified in writing by the Fire Chief at the time of the appointment and such notification will clearly define the benefits to which each employee is entitled.

The Fire Chief or designee may discontinue part-time or job share status with a written notice at least four (4) pay periods prior to the effective date of the change. The Fire Chief or designee's decision must not be arbitrary or capricious.

## **LABOR-MANAGEMENT TASK FORCE**

The parties recognize that delivery of public services in the most efficient and effective manner is of paramount importance and interest to County Fire and CWA. 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 Labor-Management Task Forces comprised of equal numbers of management and employees shall be created as necessary to address issues which affect the efficient and effective delivery of public services appropriate to County Fire and Unit employees. The purpose of such task force shall be to:

- a) Review and provide input on proposed 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 each task force shall be determined by the Fire Chief, or designee, in conjunction with the Human Resources Director or designee, and CWA. The chairperson(s) of the task force shall be selected by the Fire Chief, or designee. Meetings will be held as often as necessary to discharge the functions of the task force. The task force will establish reasonable time frames for the accomplishment of its charges. Recommendations of the task force will be arrived at by consensus and shall be submitted in writing to the Fire Chief, or designee, for final action, subject to review and

approval. The task force shall not have any right or authority to abrogate representation rights of CWA or County Fire Management Rights.

## LEAVE PROVISIONS

### **Section 1: Sick Leave**

#### a) Definitions.

1. Sick Leave - Sick leave with pay is an insurance or protection provided by County Fire to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease or for a medical, optical or dental appointment.
2. Immediate Family: Immediate family is defined as parent, spouse, child, domestic partner, or child of a domestic partner, as defined by California Family Code §297.
3. Extended Family: Extended family is defined as grandchild, grandparent, sibling, parent/sibling-in-law, aunt, uncle, niece, nephew, foster child, ward of the court, or any step relations as defined herein.

b) Accumulation - Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of ninety-six (96) hours per year, or 3.69 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. For employees in the classification of Dispatcher and Call-Taker, sick leave shall be available for use the first day following the pay period in which they completed 1040 service hours. Employees in regular positions paid less than eighty (80) hours per pay period or job shared positions shall receive sick leave accumulation on a pro rata basis. There is no limit on sick leave accumulation.

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

#### d) Administration

1. Investigation - It shall 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, Human Resources Director or designee.
2. Notification of Sickness - The Fire Chief, or designee, must be notified within at least two (2) hours prior to the start of the employee's schedule tour of duty of a sickness on each day of absence, unless under a doctor's off work order for a specified period of time. In such instance where the employee is under a doctor's off work order, the employee must only notify the Fire Chief, or designee, at least two (2) hours prior to the start of the first day of absence and inform him/her of the length of the absence. The employee will then forward the doctor's off work

order to the Fire Chief, or designee, within five calendar days from the first day. Failure to make such notification may result in denial of sick leave with pay.

It is the responsibility of the employee to keep the appointing authority informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification shall result in denial of sick leave with pay. If the employee receives a doctor's off-work order and provides notice of same to the appointing authority, the employee is not required to contact the department daily. If the employee does not have an off-work order or has not notified the appointing authority that one has been issued, the employee shall be required to contact the department daily in accordance with the timeframe above.

3. Review - The Fire Chief, Human Resources Director or designee may review and determine the justification of any request for sick leave with pay and may, in the interest of County Fire, require a medical report by a doctor to support a claim for sick leave pay.
4. Proof - A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness when requested by the Fire Chief, or designee. In all cases of illness or injury, which exceeds five consecutive workdays, the employee shall provide a release to return to work from a certified health care provider.
5. Improper Use - Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indisposition's, or in violation of the rules defined herein will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action including termination.

e) Sick Leave for Other Personal Illness/Injury

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

Upon approval of the appointing authority, the employee may use part of this annual allowance for attendance upon members of the employee's extended family residing in the employee's household who require the attention of the employee.

2. Bereavement – Employees in regular positions may use up to two (2) days paid leave, not charged to the employee's personal leave balances, per occurrence for bereavement due to the death of the employee's immediate family member, as defined herein. One (1) additional day shall be granted if the employee travels over one-thousand (1,000) miles from his/her residence to the bereavement service(s). The additional day shall not be charged to the employees personal leave balances.

A maximum of three (3) days earned sick leave may be used per occurrence for bereavement due to the death of persons in the immediate or extended family, as defined herein, or any relative who resided with the employee.

3. Birth/Adoption – A maximum of forty (40) hours earned sick leave may be used per occurrence for arrival of an adoptive child at the employee’s home. An employee (father) may utilize on an annual basis no more than forty (40) hours of accumulated sick leave per calendar year for the birth of his child.
4. Medical, Optical or Dental Appointments – The employee may use sick leave for medical, dental or optical appointments; however, every effort should be made to schedule the appointments at a time of day that will minimize the employee’s time off work.

f) Return-to-Work Medical Clearance

1. Under the following circumstances, all employees who have been off work due to an illness or injury will report to the San Bernardino County Center for Employee Health and Wellness for a medical evaluation of their condition and authorization to return to work before returning to work.
  - (i) Employees whose treating physician or other qualified medical provider has ordered job modification(s) as a condition for either continuing to work or for returning to work after an illness or injury. This applies to both occupational and non-occupational illness or injury.
  - (ii) Employees who have been off work due to communicable diseases such as, but not limited to, chicken pox and measles.
  - (iii) Employees who have been absent on account of a serious medical condition, when so directed by the Fire Chief, or designee, and with concurrence of the San Bernardino County Center for Employee Health and Wellness.
2. Employees are required to attend return-to-work medical appointments at the Center for Employee Health and Wellness on their own time; however, mileage for attending such appointments are eligible for reimbursement pursuant to the Expense Reimbursement Article.
3. It is the responsibility of the employee, covered by (1) (i) - (iii) above, to obtain written notice from their medical provider of their authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, County Fire 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 twenty-four (24) hours after receipt of the notice. The appointing authority or designee will schedule an appropriate medical evaluation for the employee with the Center for Employee Health and Wellness prior to the employee’s return to work. The employee shall provide their medical provider’s written notice of authorization to return to work to the Center for Employee Health and Wellness at or prior to the employee’s scheduled appointment time.
4. Exceptions to the above requirements may be made on a case-by-case basis by the Medical Director or designee for the Center for Employee Health and Wellness.

5. The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided, and there is a delay between the employee's appointment with the Center for Employee Health and Wellness and the start of his/her scheduled tour of duty on the day that he/she was released to return to work, County Fire will pay for work hours missed, without charge to the employee's leave balances.
  6. The final decision on the employee's ability to return to work rests with the medical provider at the Center for Employee Health and Wellness. In the event the employee is not released to return to work by the medical provider at the Center for Employee Health and Wellness, the employee's status would continue on sick leave or, where there is no balance, leave without pay.
- g) Workers' Compensation - Employees shall receive full salary in lieu of Workers' Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Workers' Compensation sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee.
- h) Separation - Unused sick leave shall not be payable upon separation of the employee, except as provided in paragraph (i).
- i) Sick Leave Cash Out
1. Employees who receive a disability retirement due to permanent incapacity to work shall be entitled to one hundred percent (100%) cash payment of any unused sick leave balances, computed at their then current base hourly rate, if they elect an early retirement in lieu of exhausting such accrued sick leave balances.
  2. Upon death of an active employee with ten (10) years of continuous service from the most recent date of hire in a regular position, the estate of the deceased employee will be paid for unused sick leave balances in accordance with the conversion formula in the Article on Retirement Medical Trust.
- j) Sick Leave Conversion to Vacation
1. Employees who have used less than forty (40) hours of sick leave in a fiscal year (i.e. pay period 15 through pay period 14 of the following year) may, at the employees option, convert sick leave to vacation leave on the following formula: Hours of sick leave used are subtracted from forty (40). Sixty percent (60%) of the remainder, or a portion thereof, may be added to vacation leave to be utilized in the same manner as other accrued vacation leave:

Example:

Sick Leave Hours Used	Hours to Be Converted	Vacation
0	40	24.0
8	32	19.2
16	24	14.4
24	16	9.6
32	8	4.8
40	0	0.0

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

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

**Section 2: Vacation Leave**

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

b) Accumulation – Employees in regular positions shall accrue, on a pro rata basis, vacation leave for completed pay periods. For Dispatchers and Call-Takers, such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed 2,080 hours of continuous service from the employee's benefit date. For Supervising Dispatchers, such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed 1,040 hours of continuous service from the employee's benefit date. Employees in regular positions budgeted less than eighty (80) hours per pay period or job shared positions shall receive vacation leave accumulation on a pro-rata basis.



Length of Service From Benefit Date	Annual Vacation Allowance	Maximum Allowed Unused Balance
After 1,040 and through 8,320 service hours	80 Hours	160 Hours
Over 8,320 and through 18,720 service hours	120 hours	240 hours
Over 18,720 service hours	160 hours	320 hours

- c) Administration - Vacation periods should be taken annually with the approval of the Fire Chief, or designee, 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. Use of overtime to replace an employee shall not be grounds for denial of vacation.

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

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

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

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

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

- d) Vacation Cash-Out – During the term of this MOU only, employees who have used eighty (80) or more hours of vacation leave during the preceding calendar year may make an irrevocable election in December specifying the number of hours to be sold back from the next calendar year's Vacation Leave accrual. Such election(s) must be made in increments of not less than ten (10) hours and shall not exceed sixty (60) hours. All hours pre-elected to be sold back that remain at the end of the calendar year will be automatically converted into cash at the employee's then current base rate of pay in the last pay period of the calendar year.

**Section 3: Holiday Leave**

- a) Accumulation – Employees in regular positions shall accrue, on a pro rata basis, holiday leave for completed pay periods as follows:

<b>Hours Accrued Per Year/ Rates Per Pay Period</b>	<b>Maximum Allowed Unused Balance</b>
112 hours/4.31 hours per pay period	224 hours

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 1,040 hours of continuous service from the employee’s benefit date.

- b) Holiday Time Accrual - Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency unless the employee’s position was abolished as a result of a layoff.

**Section 4: Leave Accruals While on Disability Leave**

Employees receiving the benefits of Workers’ Compensation or State Disability Insurance (SDI) while on disability leave shall receive partial replacement of their income through these benefits. Employees on these types of disability leaves may choose to fully integrate, partially integrate, or not integrate personal leave time with these disability payments.

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

Employees who are fully integrating accrued leave time with disability benefits and have at least forty-one (41) hours of any type of leave time accrued as of the prior pay period shall be eligible to receive full accruals of vacation and sick leave. Employees who are not fully integrating or employees who have less than forty-one (41) hours of any type of leave time accrued shall earn pro-rated vacation and sick leave accruals based upon paid leave time coded on the Time and Labor Report only.

Employees who are integrating paid leave time with SDI benefits will be eligible for fixed holiday pay provided that they are on the payroll for the entire pay period, have no unapproved leave for the pay period and have enough leave accrued to equal at least one-half (1/2) of the employee’s normal scheduled hours.

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

### **Section 5: Compulsory Leave**

If in the opinion of the Fire Chief, or designee, employees are unable to perform the duties of their position for physical or psychological reasons, an examination may be required by a physician or other competent authority designated by the Human Resources Director or designee. If the examination report shows the employee to be in an unfit condition to perform the duties required of the position, the Fire Chief, or designee, shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty. An employee may challenge the medical or psychological findings of County Fire by providing not less than two (2) professional opinions from outside physicians or mental health professionals at the employee's expense.

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

### **Section 6: Military Leave**

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

- a) Definition – Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.
- b) Notice and Orders – All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, copy of military orders must accompany the request for leave.
- c) Temporary Active Duty – Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, step advances and benefits that would have been enjoyed had the employee not been absent, providing such employee has been employed by County Fire for at

least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive their regular salary or compensation, pursuant to Section (e) of this Article.

- d) Full-Time Active Duty – Employees who resign from their positions to serve in the Armed Forces for more than one hundred eighty (180) days, shall have a right to return to their former classification upon serving written notice to the appointing authority, no later than ninety (90) days after completion of such service. Returning employees are subject to a physical/psychological examination.

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

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

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

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

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

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

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

- g) Vacation and Military Leave – Employees shall not be permitted to take vacation or other accrued leave in lieu of the military leave provisions provided in Section (c) of the Article. Employees may elect to use accrued leave time, except sick leave, in lieu of the integrated pay in Section (f) of this Article under the following conditions:
1. The employee must decline in writing the benefits of Section (f) of this Article prior to the due date of the Time and Labor Report (TLR). The employee must include the dates for which he/she is declining the benefit.
  2. The employee must use accrued leave time for the entire pay period (i.e., County Fire pay will not be integrated with military pay for partial pay periods).
  3. Such written declination cannot be revoked or amended at a later date for a pay period for which the TLR has already been submitted.
  4. Benefits, leave accruals, and pay will be administered per normal procedures for vacation pay; no additional benefits otherwise granted under this Article will be available.

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

**Section 7: Political Leave**

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

## **Section 8: Special Leaves of Absence Without Pay**

- a) A special leave of absence without pay for a period not exceeding one (1) year may be granted to an employee who is:
1. Medically incapacitated to perform the duties of the position.
  2. Desires to engage in a relevant course of study, which will enhance the employee's value to County Fire.
  3. Takes a leave of absence pursuant to the FMLA, the California Family Right Act, and/or Pregnancy Disability Leave (PDL) provisions under the Fair Employment and Housing Act (FEHA).
  4. For any reason considered appropriate by the Fire Chief, or designee, and the Human Resources Director or designee. Such request must be in writing and requires the approval of the Fire Chief, or designee, and the Human Resources Director or designee. Upon request, the Fire Chief or designee, and the Human Resources Director 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. At the expiration of leaves without right to return, the employee must contact County Fire to have their name referred for a ninety (90) calendar day period to all job openings in their classification for reemployment without examination, such time to run concurrently with the ninety (90) calendar day period provided in the Article "Reemployment" herein. The employee must be appointed to a position within this 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.

### b) Types of Leaves of Absence

There are four types of leaves of absences. All requests must be in writing and require the approval of the appointing authority or designee and the Human Resources Director or designee, County Fire, or designee. Upon request, the appointing authority or designee and the Human Resources Director or designee, County Fire, or designee may grant successive leaves of absence. All benefits shall be administered in accordance with the appropriate article of the MOU.

1. Leaves of Absence With Right to Return. Leaves of absence with right to return may be granted to employees in regular positions for a period not exceeding one (1) year. The employee remains in his/her position.
2. Family Leave. Leaves of absence will be granted in accordance with the federal FMLA, the CFRA and/or PDL provision under Fair Employment and Housing Act (FEHA). This leave can be concurrent with use of paid leave or leave of absence without pay with right to return.

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

for leave at least thirty (30) days before commencement where possible.

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

### 3. Leaves of Absence Without Right to Return.

- (i) Definition - Leaves of absence without right to return may be granted to employees with regular status for a period not to exceed one (1) year. Employees without right to return shall be removed from their position. Retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).
- (ii) Return Process - An employee may return in the same department in the classification from which the employee took the leave of absence with the approval of the appointing authority and the Human Resources Director or designee. Alternatively, the employee must apply through the Human Resources Director or designee by the last day of the leave of absence. The employee will be placed on the eligible list for the classification from which he/she took the leave of absence without examination. Placement on the eligible list will be administered in accordance with the requalification provisions of the Personnel Rules. The employee shall be required to serve a new probationary period. The Human Resources Director or designee has the discretion to waive the requirements to serve a new probationary period.
- (iii) Benefits Upon Return - An employee who returns to a regular position within ninety (90) days after the expiration of the leave of absence without right to return shall retain the following benefits:
  - Hire date;
  - Benefit date for purposes of leave accruals and step advances; except that the benefit date will be advanced for the period of time the employee is on leave of absence without right to return;
  - Any sick leave accruals that had not been cashed out will be restored.
  - Credit for years of service toward the seven percent (7%) retirement systems contribution shall be retained, but no credit shall be given during the leave of absence.

### 4. Medical Leave of Absence.

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

documentation regarding the employee's continued incapacity to return to work.

The employee will be removed from his/her position so that the department may fill behind the employee. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to the federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

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

- (ii) Upon return from a medical leave of absence, the employee shall retain hire date and benefit date for purposes of leave accruals and step advances; except that the benefit date will be advanced for the period of time the employee is on the medical leave of absences.

### **Section 9: Jury Duty Leave**

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

### **Section 10: Examination Time**

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

### **Section 11: Witness Leave**

Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally



empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen out of the employee's scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to County Fire.

### **Section 12: Blood Donations**

Employees in regular positions, who donate blood without receiving compensation for such donation, may have up to two (2) hours off with pay with prior approval of the immediate supervisor for each such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work, any time in excess of two (2) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the Fire Chief, or designee, to receive this benefit.

### **Section 13: Time off for Voting**

- a) If an employee does not have sufficient time outside of working hours to vote at a statewide election, the employee may, without loss of pay, take off enough working time that, when added to the voting time available outside of working hours, will enable the employee to vote.
- b) No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed upon.
- c) If the employee on the third working day prior to the day of election knows or has reason to believe that time off will be necessary to be able to vote on Election Day, the employee shall give the employer at least two (2) working days' notice that the time off for voting is desired, in accordance with this Section.

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

### **Section 14: Benefit Date**

For the purpose of step advancements, sick and vacation leave accrual; the benefit date is defined as follows for each employee:

- a) If the first working day of the pay period was worked, then the benefit date will be the first day of that pay period.
- b) If the employee started any time after the first working day of the pay period, then the benefit date

will be the first day of the following pay period.

- c) The benefit date of an employee who is absent without pay may be adjusted accordingly.

**LIFE INSURANCE**

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

<b>Amount of Life Insurance</b>	
Scheduled Hours from 40 to 60	Scheduled Hours from 61 to 80
\$10,000	\$20,000

- b) County Fire further agrees to make available to each employee a group term life insurance program wherein the employee may purchase, through payroll deductions, term life insurance in \$10,000 increment amounts to a maximum benefit of \$700,000. New employees shall become eligible to participate in these programs on the start of the pay period following completion of 1,040 hours of satisfactory performance.
- c) County Fire agrees to provide these benefits subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the County's Employee Benefits and Services Division. Note: All persons eligible for the insurance programs will be covered for the insurance on the date the insurance becomes effective, or in the case where the employee is absent on the date the insurance becomes effective because of illness, the insurance will commence on the date of return to work.

**MANAGEMENT RIGHTS**

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

- a) The right to determine the mission of County Fire, commission, and work unit.
- b) The right of full and exclusive control of the management of County Fire; supervision of all operations; determination of the methods and means of performing any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.
- c) The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.

- d) The right to change or introduce new or improved operations, methods, means or facilities; or, to contract for work to be done.
- e) The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees; to establish, revise and enforce work rules; to schedule work time and time off; to transfer, reassign, furlough and lay off employees; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and to otherwise maintain orderly, effective, and efficient operations.

## **“ME TOO” AGREEMENT**

### **Section 1**

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

- Eliminate the County pick-up (up to 7%) of the employee’s share of retirement system contributions for all current and newly-hired employees;
- Reduce all step increments from approximately 5% to approximately 2.5% for all current and newly-hired employees;
- Convert all remaining employees receiving the Flexible Benefit Plan contribution to Medical Premium Subsidy;

The Board of Supervisors has already approved elimination and reduction of existing compensation listed above for the Exempt group, Special Districts/Fire Exempt, Non-Represented, General Fire, Water and Sanitation, Safety, Safety Management, Specialized Peace Officer, Specialized Peace Officer – Supervisory, Nurse, Probation and Firefighter groups.

### **Section 2**

If any other bargaining unit that is currently in negotiations with the County (i.e., Attorney, and Specialized Fire units) does not agree to reduce or eliminate any particular compensation and/or benefit item above, the Board of Supervisors will either (1) restore to CWA said reduction, the compensation and/or benefit provision above, on a pro-rated basis or in a comparable manner, retroactive to the date of the Board of Supervisors approval of this agreement, (2) impose such benefit elimination or reductions on bargaining units that do not agree after exhaustion of the dispute resolution procedure contained in the applicable Employee Relations Ordinance, or (3) reduce positions and/or budget in the impacted departments by the value of the reductions which would have been obtained if the reductions in compensation would have been applied to the employees in that bargaining unit. Additionally, if one of the above bargaining units (Attorney and Specialized Fire) receives a newly negotiated across-the-board enhancement in compensation and/or benefits for all its members, excluding those enhancements for which the County, County Fire, and Special Districts bargaining units are already contractually obligated, such enhancement shall also be automatically applied to the Emergency Services Unit. The provisions listed in Section 2 shall automatically expire on the date that all of the above bargaining units either reach agreement, or #1, #2 or #3 above are applied.

### **MEAL/REST PERIODS**

Employees will be granted paid rest and meal periods consistent with the past practices of the Dispatch Center.

It is understood that emergencies and/or incoming call volume may necessitate delays in taking rest/meal periods and could result in employees being required to forego rest/meal periods completely.

### **MEDICAL EMERGENCY LEAVE**

The particulars of this Medical Emergency Leave policy are as follows:

- a) The employee must have regular status (not probationary) with County Fire or one (1) year of continuous service in a regular position with County Fire.
- b) The employee must meet all of the following criteria before he or she becomes eligible for Medical Emergency Leave donation: (1) Be on an approved medical leave of absence for at least thirty (30) consecutive calendar days (160 working hours) exclusive of an absence due to a work related injury/illness; (2) Submit a doctor's off work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days (160 working hours); (3) Have exhausted all usable leave balances prior to initial eligibility – subsequent accruals will not affect eligibility; and (4) Have also recorded at least forty (40) hours of sick leave without pay during the current period of disability.
- c) An employee is not eligible for Medical Emergency Leave if he or she is receiving Workers' Compensation benefits. An employee eligible for State Disability Insurance must agree to integrate these benefits with Medical Emergency Leave.
- d) Vacation, holiday, administrative leave or annual leave, as well as 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, administrative leave, annual leave or compensatory time accrual per employee. The donation may be made for a specific employee on the timeframes established by the County's Human Resources Department. The employee (donee) receiving the Medical Emergency Leave will be taxed accordingly.
- e) The donation is to be for the employee's Medical Emergency Leave only; the donation to one (1) employee is limited to a total of one thousand forty (1,040) hours per fiscal year.
- f) The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment. Job and/or personal stress (not the result of a diagnosed mental disorder) is specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by County's Occupational Health Officer or medical designee, is required.

- g) The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit moneys per the minimum paid hours per pay period requirement of the Benefit Plan Article, or the requirement of the Federal and State Family Leave Acts, as applicable to the individual employee.
- h) An employee receiving leave under this program is not eligible for receipt of any accruals such as vacation, administrative leave, annual leave, sick leave or retirement credit.
- i) Medical Emergency Leave hours will count towards the accountable hours used to determined 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 to be utilized as follows:
  1. Employees who resign or die while on Medical Emergency Leave shall be paid at one hundred percent (100%) of their base hourly rate of pay for all unused Medical Emergency Leave at time of resignation or death in accordance with payroll procedures established by the County Auditor-Controller/Treasurer/Tax Collector.
  2. An employee on Medical Emergency Leave who has received the approval of his/her physician and the County's Occupational Health Officer to return to full time work shall have all unused Medical Emergency Leave converted to an equal amount of sick leave which will be available to the employee according to the applicable Sick Leave Article of the Memorandum of Understanding.
  3. An employee on Medical Emergency Leave who has received the approval of his/her physician and County's Occupational Health Officer to return to work on a part time basis (less than the employee's normally scheduled hours of work per pay period) may record a combined total of work time and Medical Emergency Leave not to exceed each pay period the lesser of eighty (80) hours or the employee's normally scheduled hours of work.
- l) The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for the actual administrative costs.
- m) Solicitation of donors shall be regulated by the Human Resources Department, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.
- n) All donors and donee shall sign release forms designed, retained and affected by the Human Resources Division.

### **MERIT ADVANCEMENTS**

- a) Work Performance Evaluation for a regular status employee shall be completed by the employee's immediate supervisor within a period of thirty (30) workdays prior to the employee's step advance benefit date or annual evaluation date. To receive the step advancement, the employee must be evaluated overall on the Work Performance Evaluation as "Meets Job Standards" or better.
- b) If an employee receives an overall "Below Standards" or "Unsatisfactory" evaluation, the employee's step advance will not be granted on the step advancement date.
- c) In cases where no Work Performance Evaluation is filed by the due date, an employee should contact the Dispatch Manager, who must complete and file the Work Performance Evaluation within five (5) workdays. If no evaluation is completed within the five (5) day timeframe, the employee may contact the Communications Director or designee requesting that an evaluation be completed. If no evaluation is completed within fifteen (15) days from the date the employee originally contacted his/her supervisor, the employee may contact Human Resources who will ensure that an evaluation is completed. If the employee is rated, as "Meets Job Standards" or better, the employee will be granted the step advancement retroactive to the employee's salary benefit date.
- d) An employee denied a step advancement shall be provided an additional ninety (90) day review period. The supervisor shall complete a Work Performance Evaluation within thirty (30) days after such additional review period. If the employee receives an overall "Meets Job Standards" or better on the Work Performance Evaluation the step advancement shall be granted.
- e) Any dispute arising out of the content of a Work Performance Evaluation with an overall rating of "Below Standards" or "Unsatisfactory" evaluation may be processed in accordance with the appeal procedure in the Personnel Rules for Board-Governed Special Districts.
- f) The performance of any employee without regular status must be rated as "Meets Job Standards" or better prior to granting any merit step advancement.

### **MODIFIED AGENCY SHOP**

Current employees in the Unit shall remain or become CWA members within thirty (30) days of the adoption of this agreement by the Board of Supervisors for the period of this Agreement. Employees who are hired after this Agreement is approved by the Board of Supervisors, and who are in a job classification within the representation unit of CWA covered by this Agreement, shall, within the first pay period from the date of commencement of duties as an employee, become a member of CWA or pay to CWA a fee in an amount equal to CWA's biweekly dues; provided, however that the unit member may authorize payroll deduction for such fee.

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

The parties agree that the obligations herein are a condition of continued employment for Unit members. The parties further agree that the failure of any Unit member covered by the Article to remain a member in good standing of CWA or to pay the equivalent of CWA dues during the term of

this Agreement shall constitute, generally, just and reasonable cause for termination.

County Fire shall not be obligated to put into effect any new, changed or discontinued deduction until a payroll deduction card is submitted to the Auditor-Controller/Treasurer/Tax Collector in sufficient time to permit normal processing of the change or deduction.

No Unit member shall be required to join CWA or make an agency fee payment if the Unit member is an actual, verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations. This exemption shall not be granted unless and until such Unit member has verified the specific circumstances. Such employee must, instead, arrange with CWA to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religious charitable fund, tax-exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee, from the following: Pediatric Aids or Arrowhead United Way. CWA shall be responsible for determinations under this paragraph.

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

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

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

### **NON-DISCRIMINATION**

CWA agrees to represent all employees in this unit in their employer-employee relations with County Fire.

The parties agree that the provisions of this Agreement shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, physical or mental handicap, national origin, political or religious opinions or labor organization affiliations.

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

## **OBLIGATION TO SUPPORT**

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

## **OVERTIME**

- a) **Policy** - It is the policy of County Fire to discourage overtime except when necessitated by abnormal or unanticipated work load situations. It is the responsibility of the Fire Chief, or designee, to arrange for the accomplishment of work load under their jurisdiction within the normal tour of duty of employees. County Fire has the right to require overtime to be worked as necessary.
- b) **Definition** - Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. For purposes of defining overtime, sick leave shall not be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is noncumulative and non-payable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals.
- c) **Overtime Compensation – Dispatchers and Call Takers** – Any employee authorized by the Fire 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. In lieu of cash payment, the employee may accrue compensating time off at premium hours. Cash payment at the employee's regular rate of pay shall automatically be paid for any compensation time off accumulated in excess of one hundred (100) hours or immediately prior to promotion, demotion or termination. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless the employee has chosen to accrue compensating time or computation cannot be made, in which case overtime compensation will be paid on the next regular payday after such computation can be made.
- d) **Overtime Compensation – Supervising Dispatchers**
  - 1. Any employee authorized by the Fire Chief or authorized representative to work overtime shall be compensated at straight time. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.
  - 2. In lieu of cash payment, upon request of the employee and approval of the appointing authority, an employee may accrue straight time compensating time. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time off accumulated in excess of eighty (80) hours, or immediately prior to promotion, demotion or



termination of employment.

- e) Variable Work Schedule -The Fire Chief, or designee, with the agreement of the affected employee, may arrange for that individual to take time off as is necessary to ensure that an employee's actual time worked does not exceed forty (40) hours within any given work period.
- f) Work Period – The work period for purposes of overtime, established for employees in this Unit commences at 12:01 a.m. Saturday and ends at 12:00 a.m. (midnight) the following Friday of each week. The work period may change depending on the employee's work schedule but will not exceed the equivalent of seven (7) consecutive calendar days.

If an employee is assigned a variable work schedule, he/she shall agree to sign a variable work schedule agreement which will establish the work period for the employee on the variable work schedule. A variable work schedule includes any regularly assigned work schedule that has an employee work more than eight (8) hours in a work day.

### **PAY PERIOD**

A pay period shall be comprised of fourteen (14) calendar days. The first pay period under this Agreement shall commence at 12:01 a.m., January 26, 2013 and shall end at 12:00 a.m. (midnight) on the second Friday thereafter. Each subsequent fourteen (14) day period shall commence on the succeeding Saturday at 12:01 a.m. and shall end at midnight on the second Friday thereafter. The pay period and work week may be adjusted in accordance with FLSA requirements. Paychecks shall be issued on the second Wednesday following the end of the preceding pay period, provided that the Auditor-Controller/Treasurer/Tax Collector may issue paychecks at an earlier date if possible.

### **PAYROLL ADJUSTMENTS**

In situations involving overpayment to an employee by County Fire, said employee shall be obliged to repay by payroll recovery the amount of overpayment within the time frame the overpayment was received by the employee. In the event of an overpayment totaling twenty-five dollars (\$25.00) or less, the overpayment will be recovered in one (1) pay period. The County's Auditor-Controller/Treasurer/Tax Collector's Office, or County Fire's Human Resources Division, when applicable, shall provide documentation showing the calculations of the overpayment to the employee. The employee may request a meeting with County Fire payroll section to review the documentation and recovery schedule. Extensions to the period for repayment of the overage may be requested by the employee, subject to the approval of the County's Auditor-Controller/Treasurer/Tax Collector. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1 1/2) times as long as the overpayment period. If the employee leaves employment prior to repayment of overage, the County's Auditor-Controller/Treasurer/Tax Collector's Office shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the County's Auditor-Controller/Treasurer/Tax Collector shall initiate the collections process against the employee.

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

designee.

In those situations where the employee has been underpaid by seven and one-half percent (7 1/2%) or more of their base pay in the immediately preceding pay period through no fault of their own, the employee may request an on-demand warrant to correct the error. County Fire's payroll section shall complete the request for payroll adjustment and forward it and any necessary approval of the appointing authority and the Human Resources Director or designee to the County's Auditor-Controller/Treasurer/Tax Collector within one (1) working day of receipt of the employee's request. The County's Auditor-Controller/Treasurer/Tax Collector's Office shall pay the employee the amount due within two (2) working days of receipt of the request for payroll adjustment from County Fire. For this section, base pay shall be determined by multiplying the employee's base rate of pay by the number of hours in their usual work schedule.

### **PAYROLL DEDUCTIONS**

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

County Fire shall not be liable to CWA, 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. CWA shall hold County Fire harmless for any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by County Fire under this Article.

### **PHYSICAL FITNESS**

The parties agree that physical and mental fitness of County Fire employees are reasonable requirements to perform the duties of the job and instill public confidence. Recognizing these important factors, the parties agree that during the term of this Agreement County Fire, with reasonable cause, may require medical and psychological assessments of employees provided County Fire pays and provides time off without loss of pay for such assessments. All such assessments shall be done by appropriately qualified health care professionals. Medical and psychological reports shall be released to and retained by the County's Center for Employee Health and Wellness. The information in these reports shall only be released on a need-to-know basis, restricted to the purpose for which the examination was originally required, for the effective conduct of County Fire business.

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

## **PROBATIONARY PERIOD**

Probationary periods for classification in the bargaining unit are:

Call-Taker – 2,080 service hours  
Dispatcher – 2,080 service hours  
Supervising Dispatcher – 1,040 service hours.

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

The probationary period will be automatically extended for each hour during which the employee is on leave without pay or on military leave, past thirty (30) days whether paid or unpaid. In situations where the employee is on continuous paid sick leave for eighty (80) or more consecutive hours, or on modified duty for occupational or non-occupational reasons, the probationary period may be extended at the discretion of the Fire Chief. Such extension is in addition to the eighteen (18) pay period extension allowed by the Personnel Rules.

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

## **PROMOTIONS**

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive at least the entrance rate of the new range or approximately a five percent (5%) increase whichever is greater; provided that no employee is thereby advanced above the step 11 (or final) step of the higher base salary range.

Promoted employees shall serve a new 1,040 hour probationary period unless waived by the Human Resources Director or designee, pursuant to appropriate provisions of the Personnel Rules for the Board-Governed Special Districts.

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

## **PROVISIONS OF LAW**

It is understood and agreed that this 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 enactment's or is otherwise held to be invalid or unenforceable by any court or competent jurisdiction, such part or provisions shall be suspended or superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby. If any part or provision of this Memorandum of Understanding is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding the total compensation to employees under this Memorandum of Understanding shall not be reduced

or increased as a result of this Article. The parties hereto agree to refrain from initiating any legal action or taking individual or collective action that would invalidate Articles of this Memorandum of Understanding.

### **RECRUITMENT/RETENTION SALARY ADJUSTMENT**

The Fire Chief or designee shall have the authority to recommend application of a recruitment/retention salary adjustment for increased compensation only in situations where the Fire Chief or designee has determined such a need exists. Prior to implementation, the Human Resources Director, or designated representative, shall meet and consult with CWA. Such recommendation is at the discretion of the Fire Chief or designee not to exceed the term of the existing Memorandum of Understanding, subject to the Board of Supervisors review and approval.

### **REEMPLOYMENT**

- a) A regular employee who has terminated County Fire employment, and who is subsequently rehired in the same classification in a regular position beginning the first day of work by the 365<sup>th</sup> calendar day, may receive restoration of salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with the Article "Leave Provisions"), and the employee retirement plan contribution rate (provided the employee complies with the requirements established by the Retirement Board), subject to the approval and conditions established by the Fire Chief or designee, and the Human Resources Director or designee. Such employees begin accruing vacation and sick leave and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless waived by the Human Resources Director or designee. The employee shall be provided a new date of hire for purposes of seniority.
- b) A regular employee who has terminated County Fire employment and who is subsequently rehired to a regular position in the same job family beginning the first day of work by the 365<sup>th</sup> day, may receive restoration of vacation accrual rate, sick leave, and employee retirement contribution rate in the same manner as described above. Such employees begin immediately accruing vacation and sick leaves and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless waived by the Human Resources Director or designee. The employee shall be provided a new date of hire for purposes of seniority.
- c) A regular employee who has terminated County Fire employment, and who is subsequently rehired to a regular position in another job family within a ninety (90) calendar day period, must begin the first day of work within ninety (90) calendar days and beginning the first day of work by the ninety-first day, may receive restoration of salary step (in the instance of rehire in a classification at the same pay range as the position originally held), vacation accrual rate, sick leave and employee retirement contribution rate in the same manner as described above. The employee shall be required to serve a new probationary period, unless waived by the Human Resources Director or designee. The employee shall be provided a new date of hire for purposes of seniority.
- d) Reemployment from Layoff – A regular employee who has been laid off from County Fire employment and is subsequently rehired to a regular position within one (1) year shall receive restoration of vacation accrual rate, sick leave in the same manner as described above.

Restoration of employee retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board.

If the employee is rehired in the same classification and department from which laid off, the employee shall receive restoration of salary step and shall not be required to serve a new probationary period, but shall suffer loss of seniority. Employees not rehired in the same classification from which laid off shall suffer loss of seniority and shall be required to serve a new probationary period unless such requirement is waived by the Human Resources Director or designee.

- e) For purposes of this article and limited to the restoration of salary step, vacation accrual rate, sick leave balance and the employee retirement plan contribution rate, the date an offer of reemployment is made and accepted shall be considered as the first day worked.
- f) For purposes of this article, a regular employee shall mean an employee in a regular position who held regular status in any classification during the previous period of County Fire employment.

### **RENEGOTIATION**

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during January 2014, a written request to commence negotiations, as well as its written proposals for such successor Memorandum of Understanding. Upon receipt of such written proposals, negotiations shall begin no later than thirty (30) calendar days after such receipt.

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

### **RETIREMENT MEDICAL TRUST**

#### **Section 1: Eligibility**

A Retirement Medical Trust Fund has been established for eligible employees. 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.

The Trust is administered by a Board of Trustees who manages the resources of the Trust Fund and determines appropriate investment options and administrative fees for managing the Trust Fund. The Trustees insure that payments of qualified medical expenses incurred by participants (eligible employees who have separated from County service for reasons other than disability or death) or their eligible dependents as defined by IRC Section 152, 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 County. All of the distributions from the Trust Fund made to participants 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 participants or the eligible dependent(s).

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

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

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

**Section 2: Death**

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

**Section 3: Disability**

Employees retiring from County Fire with a disability retirement are not eligible to contribute the cash value of their unused sick leave balances to the Trust. These employees will be compensated for their unused sick leave in accordance with the Leave Provisions Article, Section 1(i)(1), "Sick Leave Cash Out." Before sick leave balances can be transferred into the Trust, employees eligible for the Retirement Medical Trust Fund will be required to provide a signed affidavit that they have not applied for a disability retirement.

**Section 4: Contributions**

County Fire shall contribute to the Trust one half percent (0.5%) of the base biweekly salary of eligible employees who have completed more than one (1) year of regular service. Employees who have completed more than five (5) years of regular service shall have one percent (1%) of their base biweekly salary contributed to the Trust by County Fire.

Contributions to the Trust shall not be considered earnable compensation.

## **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 sixty (60) or over may choose not to become members 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 shall contribute seven and one-half percent (7.5%) of the employee's biweekly gross earnings. The employee's contributions to the PST Deferred Compensation Retirement Plan shall be automatically deducted from employee's earnings. Maximum total contributions shall be seven and one-half percent (7.5%) of the employee's maximum coverage wages for Social Security purposes. Employees shall automatically be enrolled in the Plan upon notification from the Board of Retirement that the employee has opted out of SBCERA membership.

### **Section 2: Employee Contributions**

Retirement System contributions shall be paid by the employee. Any employee Retirement System contribution obligations shall be "picked up" for tax purposes only pursuant to this Section. The County's Auditor-Controller/Treasurer/Tax Collector shall implement the pick up of such Retirement System contributions under Internal Revenue Code Section 414(H)(2) effective with the earnings paid and contributions made on and after the effective date of this Compensation Plan.

If hired prior to January 1, 2013, the employee must choose to have the contributions designated as all employer or all employee contributions for retirement purposes. If the employee designates the pickup as employer contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of the actuarial value of that dollar to the Retirement Association as determined by the Board of Retirement; and the employee may not withdraw this contribution from the Retirement Association.

If the employee designates the pickup as employee contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of one dollar (\$1.00); and upon separation without retirement, an employee may withdraw this contribution from the Retirement Association. Upon retirement or separation, all contributions applied under this Section will be considered for tax purposes as employer-paid contributions.

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

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

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

Upon retirement or separation, all contributions picked up under this Section will be considered for tax purposes as employer-paid contributions.

**Section 3: Special Provisions**

Employees with at least twenty-five (25) years of service as set forth in Government Code Section 31625.3 as of the date of Board of Supervisors approval of this Agreement and who either have or thereafter attain thirty (30) years of service credit as set forth in Government Code Section 31625.3 and no longer make retirement contributions under the provisions of the County Employees' Retirement Law of 1937, shall have one opportunity during the employee's employment to receive cash payments of seven percent (7%) of earnable compensation for up to twenty-six (26) consecutive pay periods. Such payments may begin no sooner than the pay period following Board of Supervisors approval of this Agreement.

**Section 4: Survivor Benefits for General Retirement Members Administered by San Bernardino County Employees' Retirement Association (SBCERA)**

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

**RETURN TO WORK COMPENSATION**

**Section 1: Purpose**

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



**Section 2: On-Call Compensation**

- a) On-call duty requires the employee to return a call or page as soon as practicable but not to exceed thirty (30) minutes.
- b) Employees assigned to be on-call shall (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to report to their work site within one (1) hour after notification. The Fire Chief, or designee, may establish time periods to respond of more than one hour. Employees not assigned to on-call duty have no obligation to meet these requirements.
- c) While assigned to on-call duty, the employee shall be free to use the time for his or her own purposes.
- d) On-call duty shall be compensated at the rate of two dollars and fifty cents (\$2.50) per hour. On-call time shall not count as hours worked.
- e) The employee shall not receive on-call compensation once the employee begins work.

**Section 3: Standby Compensation**

- a) Standby duty requires the employee to return a call or page as soon as practicable but not to exceed ten (10) minutes.
- b) Employees assigned to standby duty shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) after being told to report to work, the employee shall arrive at the work site no later than the time it takes to commute between the employee's home and the work site; and (3) refrain from activities which might impair their ability to perform assigned duties. Employees can also be given a designated time to report by the Fire Chief or designee.
- c) Standby duty shall be compensated at minimum wage as provided by the California Industrial Welfare Commission for each hour of standby duty or portion thereof. Standby hours under this Article shall count as hours for overtime purposes.

Examples of application of this provision for computing overtime:

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

40 hours x \$10.00 (base salary rate) <sup>1</sup> =	\$400.00
20 hours x \$ 8.00 (minimum wage*) =	<u>\$160.00</u>
	\$560.00

\$560.00 divided by 60 hours worked (regular rate of pay)<sup>2</sup> = \$ 9.33  
\$9.33 x 1-1/2 (overtime rate) = \$13.96

Pay for this week would be:

40 hours x \$ 9.33 (regular rate of pay) =	\$373.20
20 hours x \$13.96 (overtime rate) =	<u>\$279.20</u>
TOTAL PAY =	\$652.40

<sup>1</sup>Base salary rate is defined in article on Salary Adjustment.

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

\*This is an example only and may not contain the current State minimum wage.

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

#### **Section 4: Call-Back Compensation**

- a) Call-back pay is used when an employee in a regular position returns to active duty and the work site at the request of the Fire Chief, or designee, after said employee has been released from active duty and has left the work site. An employee need not be assigned to on-call or standby duty to be entitled to receive call-back compensation.
- b) Call-back compensation shall be paid in the following manner. The employee shall be paid for two (2) hours at one-time the base hourly rate of pay for each call-back occurrence. Said compensation shall be in lieu of any travel time and expense to and from home and the first or last work contact point. All time actually worked shall be considered as time actually worked for purposes of the Article on "Overtime."
- c) Employees shall not be eligible for call-back pay in the following situations: (1) Special tours of duty scheduled in advance; (2) the employee is called back within two (2) hours of the beginning of a scheduled tour of duty or (3) the employee is not required to leave home. The employee shall report all time actually worked within a pay period. Such time shall be accumulative and shall be considered as time actually worked for the purposes of the Article on "Overtime."

#### **SALARY ADJUSTMENT TRIGGERS**

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

- A. From the Comprehensive Audited Financial Report (CAFR), "Statement of Revenues, Expenditures, and Changes in Fund Balances," for "Governmental Funds," in the section of "Revenues," and the column of "General Fund," the line item "Taxes,"
- B. minus the amount of "Homeowners Exemptions" as reported by the Auditor-Controller/Treasurer/Tax Collector
- C. plus Public Safety Tax (Prop 172 Revenue) as reported by the State Controller's Office

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

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

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

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

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

### **SALARY RATES AND STEP ADVANCEMENTS**

New employees shall be hired at the 1 step of the established base salary range, except as otherwise provided in this Agreement. Variable entrance steps may be established if justified by recruitment needs through step 5 with the approval of the appointing authority and through step 11 with the approval of the Human Resources Director or designee.

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

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

Step advancements within a base salary range shall be based upon a one (1) step increment, approximately two and one-half percent (2.5%). The employee shall be eligible for the first step advancement after completion of 1040 hours and subsequent step advancements after completion of 2080 hours.

Examples:

Hire step	1	7
After 1040 hours*	2	8
After additional 2080 hours*	3	9
After additional 2080 hours*	4	10
After additional 2080 hours*	5	11
After additional 2080 hours*	6	N/A

\*Assumes satisfactory work performance and appointing authority recommendation.

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

#### **STANDARD TOUR OF DUTY**

The standard tour of duty represents the time that an employee is regularly scheduled to work. A regularly scheduled tour of duty which commences before midnight and ends the following day shall be documented in Telestaff as time worked for the day in which the tour of duty began. In the EMACS payroll system, it shall be reported as time on the actual day the work occurred in. The Fire Chief, or designee, shall establish the actual number of hours which comprises the standard tour of duty for each position. The standard tour of duty for employees in the classifications listed in the Article "Salary Adjustment" is forty (40) hours per week.

The Fire Chief or designee may modify or change the number of hours in a standard tour of duty for each position to meet the needs of the service. When the Fire Chief, or designee, finds it necessary to make such modifications or changes they shall notify the affected employee(s) and CWA indicating the proposed change prior to its implementation. When CWA requests to meet and confer, the parties shall expeditiously meet and confer regarding the impact the modification or change would have on the employees.

#### **STATE DISABILITY INSURANCE**

County Fire agrees to pay the premium for state disability insurance for each employee in a regular position.

#### **TEMPORARY PERFORMANCE OF HIGHER LEVEL DUTIES**

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

- a) Eligibility Criteria – Employees will normally have regular status and not be in a probationary or trainee status. There must be evidence of the employee’s ability to competently perform the new assignment as determined by the Human Resources Director or designee, and the employee shall be required to meet standards for satisfactory performance. Appointments to regular positions of trainees or underfills are exempt from the provisions of this Article.
- b) Assignment Criteria
1. For purposes of this Article, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be:
    - (i) An unoccupied position due to attrition;
    - (ii) A position from which the incumbent is on extended leave of absence. An incumbent on vacation or holiday leave will not be considered to be on an extended leave of absence unless vacation or holiday leave are being used in lieu of sick leave, or as part of a Special Leave as defined in Section (7) of the Article on “Leave Provisions.”
    - (iii) A new position authorized by the Board of Supervisors.
  2. The Fire Chief, or designee, shall certify in writing to the Human Resources Director or designee, at the time of appointment that the employee meets minimum qualifications and is assigned and held responsible to fully perform all of the duties normally associated with the higher level position without limitation as to difficulty or complexity of assignments or consequence of action and that the employee shall be required to meet standards for satisfactory performance normally required at the higher level position. This provision shall not be used to circumvent the merit system of promotion.
  3. It shall be the responsibility of the Fire Chief, or designee, to initiate a request for an Assignment to Vacant Higher Level Position, and to provide a copy of such request to the employee. Written requests may also be made by the employee or CWA via the Fire Chief, or designee. Requests for an Assignment to Vacant Higher Level Position should be initiated during the first thirty (30) calendar days of such assignment. Requests for retroactive payment of an Assignment to Vacant Higher Level Position must be filed with Human Resources as soon as possible, but not later than one (1) calendar year after assignment of the higher level duties and must be approved by the Human Resources Director or designee. Failure to meet this time limitation shall waive any and all rights to retroactive pay.
  4. Compensation related to project assignments requires the temporary assignment of more difficult duties involving a greater level of skills. Such assignment may be made to allow for employee rotation, enhance upward mobility or to determine the impact of potential operational/organizational changes. The specific, temporary duties must be identified in writing.

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

1. Assignment to Vacant Higher Level Positions. Employees performing the duties of a vacant higher level position shall be entitled to a salary rate increase to the higher level for time actually worked. The amount of the increase shall be determined as if the assignment had been a promotion. The employee shall be eligible for step advances in the higher level position in accordance with the Salary Rate and Step Advancement and Merit Advancement Articles.

The employee shall continue to receive benefits associated with his/her pre-assignment occupational Unit. Differentials and other compensation shall be paid only if applicable to the higher level position assignment. Overtime compensation shall be administered according to the FLSA status of the higher level position. Upon assignment to the higher level position, the employee's service hours for determining salary step in the pre-assignment position shall continue to accrue. Upon completion of assignment, the employee shall be returned to his/her former position classification. If, while on the temporary assignment, the employee's step due date occurs, the employee shall receive their salary step effective the pay period they are returned to their former classification; provided, however, that the employee received a Work Performance Evaluation of at least "Meets Job Standards" while on the temporary assignment. If the employee was due a step advance while on the temporary assignment and no evaluation has been completed or if the employee was not rated at least "Meets Job Standards," the employee shall be evaluated within three (3) pay periods of return to former classification, and if rated at least "Meets Job Standards," the employee shall receive his/her step advance retroactive to the date of return to former classification. Under no circumstances will the step advancement be retroactive beyond the date of the return to former classification. Step placement upon promotion to the same or other higher level position following completion of the temporary assignment will be determined based upon salary rate in the pre-assignment position in accordance with the Promotions Article.

2. Special Assignment Compensation. Requests for Special Assignment Compensation may be initiated by the Fire Chief or designee, or an employee via the Fire Chief or designee. The requests for a salary rate increase should be initiated during the first thirty (30) calendar days of such assignment. Selected positions may be authorized for Special Assignment Compensation, rather than being permanently reclassified to a higher level, to allow for employee rotation to enhance upward mobility. It is important to obtain Human Resources Division review of the request in advance of the date the employee begins the assignment, because there is no guarantee the request will be approved. Temporary Performance Compensation is to be effective only with the Fire Chief or designee and the Human Resources Director's or designee written approval, assignment of the greater level of duties, and signed acceptance by the employee. The subsequent final and binding decision for application of Special Assignment Compensation as well as the amount to be awarded shall be determined in writing by the Fire Chief, or designee, and the Human Resources Director or designee within thirty (30) days following submission.

Special assignment compensation will be in the form of a bonus equivalent to a specified percentage of the employee's base pay. The Fire Chief, or designee, will determine the amount in increments of one-half percent (.5%) from a minimum of two and one-half percent (2.5%) up

to a maximum of seven and one-half (7.5%). 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. The bonus shall be considered earnable compensation and shall be considered part of the employee's regular rate of pay for purposes of calculating overtime. In no case will awards be made retroactively to the date preceding the date of approval by the Fire Chief, or designee.

The Fire Chief, or designee, and the employee bear mutual responsibility for adherence to the Special Assignment Compensation provision as defined above. The Fire Chief, or designee, has the final and binding authority in the review process to apply or not apply Special Assignment Compensation and if awarded, the amount. Requests for Temporary Performance Compensation shall be reviewed by the Human Resources Director or designee. Denial of compensation shall not be subject to review, appeal, or the grievance procedure. At the end of the one (1) calendar year assignment, special compensation leave may be renewed by the Fire Chief, or designee.

### **TERM**

The term of this Memorandum of Understanding shall commence January 26, 2013 and shall expire and otherwise be fully terminated at 12:00 midnight on July 12, 2014. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. (midnight) of July 12, 2014, the terms and conditions of this Memorandum of Understanding shall be extended one (1) year or until a successor Memorandum of Understanding is adopted, whichever occurs sooner.

### **TIME AND LABOR REPORTS**

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

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

### **UNIFORM VOUCHER**

County Fire will provide a maximum of \$200.00 per fiscal year for uniform purchase and replacement of a specified uniform. The employee is responsible for the purchase and replacement of such uniform to include approved pants, shirts, jackets, sweatshirts, belts, and shoes or boots. All such purchases

and replacement of uniforms shall be made with such vendors as are selected by County Fire and County Fire shall make direct payment to the vendor up to the specified amount. Unused amounts shall not be carried over to the following fiscal year. Employees who are on long-term leave of absence (6 pay periods or greater) who do not return to work will forfeit any unused and future uniform allowance.

### **USE OF BULLETIN BOARDS**

County Fire will furnish a reasonable portion of existing bulletin board space for notices of CWA. Only areas designated by the Fire Chief, or designee, may be used for posting of notices. Bulletin boards shall only be used for the following notices:

- a) Scheduled CWA meetings, agenda and minutes.
- b) Information on CWA elections and the results.
- c) Information regarding CWA social, recreational, and related news bulletins.
- d) Reports of official business of CWA, including reports of committees or the Board of Directors.

Posted notices shall not be obscene, defamatory, or of a political nature, nor shall they pertain to public issues which do not involve County Fire or its relations with County Fire employees. All notices to be posted must be dated and signed by an authorized representative of CWA.

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

### **USE OF COUNTY FIRE RESOURCES**

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

### **VISION CARE INSURANCE**

County Fire agrees to pay the premium for vision care insurance for non-safety employees and their dependents, as offered through the County and as approved by the County's Human Resources Division Chief, Employee Benefits & Services.



### **VOLUNTARY TIME OFF**

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

- a) VTO may be taken in the same increments as vacation time except that the increment is one hour and is limited to eighty (80) hours per fiscal year.
- b) When VTO is taken, leave accruals continue as if the employee were on paid time. Vacation maximum accrual limits will be extended by the amount of VTO taken provided that the employee takes the vacation time off during the first thirteen (13) pay periods of the following fiscal year.
- c) VTO time counts as time worked toward satisfying the required hours to receive the Benefit Plan.
- d) VTO does not count as hours worked for purposes of computing overtime. Benefits from the Retirement System Contribution Article will only be paid if the employee is in a paid status at least forty (40) hours in any pay period in which VTO is used.
- e) VTO may not be used for situations that would otherwise require Leave Without Pay, or in conjunction with Leave Without Pay. VTO may be used only by an employee who is otherwise on paid status.
- f) VTO is an entirely voluntary program. No employee may be required to take VTO.
- g) VTO may be taken by request of the employee and upon approval of the Fire Chief, or designee.

### **WORK DISRUPTION**

The parties agree that no work disruptions shall be caused or sanctioned by CWA during the term of this agreement. Work disruptions include, but are not limited to: sit-down, stay-in, speed-up, or slowdown in any operation of County Fire, or any curtailment of work, disruption, or interference with the operations of County Fire.

The parties shall endeavor to discourage any such work disruptions and make positive efforts to return employees to their jobs.

The parties acknowledge that participation of any employee in a concerted work action against County Fire is grounds for disciplinary action, including termination.

The parties agree that no lockout of employees shall be instituted by County Fire during the term of this Agreement, unless such work disruptions occur.

APPENDIX A

APPROVAL BY BOARD OF SUPERVISORS

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

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

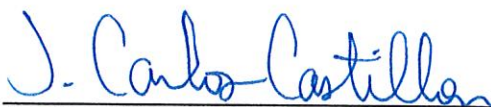
DATED: January 29, 2013

SAN BERNARDINO COUNTY FIRE  
PROTECTION DISTRICT



**BOB WINDLE**  
Assistant Director of Human Resources

COMMUNICATIONS WORKERS OF AMERICA,  
LOCAL 9588



**J. CARLOS CASTILLON**  
President

RECOMMENDED FOR BOARD OF SUPERVISORS APPROVAL:



**ANDREW LAMBERTO**  
Director of Human Resources



**GREGORY C. DEVEREAUX**  
Chief Executive Officer

BOARD OF SUPERVISORS

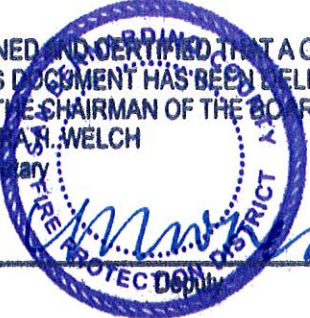


JANICE RUTHERFORD, Chair

JAN 29 2013

Date

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



By \_\_\_\_\_

## APPENDIX B – SALARY ADJUSTMENT

<b>JOB CODE</b>	<b>CLASSIFICATION TITLE</b>	<b>UNIT</b>	<b>RANGE</b>
FD-46227	Call Taker	ESU	AV0
FD-44813	Dispatcher	ESU	AV3
FD-44814	Supervising Dispatcher	ESU	AV7

**APPENDIX C - SALARY SCHEDULE**

<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>
<b>AV0</b>	\$ 14.54	\$ 14.90	\$ 15.29	\$ 15.67	\$ 16.06	\$ 16.46	\$ 16.87	\$ 17.29	\$ 17.72	\$ 18.16	\$ 18.60
Approx. Bi-Weekly	\$ 1,163.20	\$ 1,192.00	\$ 1,223.20	\$ 1,253.60	\$ 1,284.80	\$ 1,316.80	\$ 1,349.60	\$ 1,383.20	\$ 1,417.60	\$ 1,452.80	\$ 1,488.00
Approx. Monthly	\$ 2,520.27	\$ 2,582.67	\$ 2,650.27	\$ 2,716.13	\$ 2,783.73	\$ 2,853.07	\$ 2,924.13	\$ 2,996.93	\$ 3,071.47	\$ 3,147.73	\$ 3,224.00
Annual	\$30,243.20	\$30,992.00	\$31,803.20	\$32,593.60	\$33,404.80	\$34,236.80	\$35,089.60	\$35,963.20	\$36,857.60	\$37,772.80	\$38,688.00
<b>AV3</b>	\$ 20.00	\$ 20.51	\$ 21.01	\$ 21.54	\$ 22.07	\$ 22.61	\$ 23.18	\$ 23.78	\$ 24.36	\$ 24.97	\$ 25.59
Approx. Bi-Weekly	\$ 1,600.00	\$ 1,640.80	\$ 1,680.80	\$ 1,723.20	\$ 1,765.60	\$ 1,808.80	\$ 1,854.40	\$ 1,902.40	\$ 1,948.80	\$ 1,997.60	\$ 2,047.20
Approx. Monthly	\$ 3,466.67	\$ 3,555.07	\$ 3,641.73	\$ 3,733.60	\$ 3,825.47	\$ 3,919.07	\$ 4,017.87	\$ 4,121.87	\$ 4,222.40	\$ 4,328.13	\$ 4,435.60
Annual	\$41,600.00	\$42,660.80	\$43,700.80	\$44,803.20	\$45,905.60	\$47,028.80	\$48,214.40	\$49,462.40	\$50,668.80	\$51,937.60	\$53,227.20
<b>AV7</b>	\$ 23.14	\$ 23.71	\$ 24.31	\$ 24.92	\$ 25.53	\$ 26.18	\$ 26.83	\$ 27.50	\$ 28.20	\$ 28.89	\$ 29.61
Approx. Bi-Weekly	\$ 1,851.20	\$ 1,896.80	\$ 1,944.80	\$ 1,993.60	\$ 2,042.40	\$ 2,094.40	\$ 2,146.40	\$ 2,200.00	\$ 2,256.00	\$ 2,311.20	\$ 2,368.80
Approx. Monthly	\$ 4,010.93	\$ 4,109.73	\$ 4,213.73	\$ 4,319.47	\$ 4,425.20	\$ 4,537.87	\$ 4,650.53	\$ 4,766.67	\$ 4,888.00	\$ 5,007.60	\$ 5,132.40
Annual	\$48,131.20	\$49,316.80	\$50,564.80	\$51,833.60	\$53,102.40	\$54,454.40	\$55,806.40	\$57,200.00	\$58,656.00	\$60,091.20	\$61,588.80