

**MEMORANDUM OF UNDERSTANDING**

**FIRE MANAGEMENT UNIT**

**2017 - 2019**



**SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT**

**AND**

**THE ASSOCIATION OF SAN BERNARDINO COUNTY  
FIRE MANAGERS**

Table of Contents

PREAMBLE ..... 4

RECOGNITION ..... 4

ACCIDENTAL DEATH AND DISMEMBERMENT ..... 4

ADMINISTRATIVE LEAVE ..... 4

BILINGUAL COMPENSATION ..... 5

COUNTY FIRE MANAGEMENT RIGHTS ..... 5

DEFINITIONS ..... 6

DEMOTIONS AND DOWNGRADINGS ..... 7

DEPENDENT CARE ASSISTANCE PLAN ..... 7

DIFFERENTIALS ..... 8

    Section 1 – Chief Officer Certification Pay ..... 8

    Section 2 – River Division Battalion Chief Differential ..... 8

    Section 3 – Safety Officer Pay ..... 8

    Section 4 – Strike Team Leader Differential ..... 8

    Section 5 – Longevity Pay Differential ..... 9

DIRECT DEPOSIT ..... 9

DUAL APPOINTMENTS ..... 9

EMPLOYEE RIGHTS ..... 10

EXPENSE REIMBURSEMENT ..... 10

    Section 1 – General Provisions ..... 10

    Section 2 – Responsibilities ..... 10

    Section 3 – Travel Authorization ..... 10

    Section 4 – Authorization for Attendance at Meetings ..... 11

    Section 5 – Records and Reimbursements ..... 11

    Section 6 – Transportation Modes ..... 11

    Section 7 – Meals and Lodging ..... 12

    Section 8 – Expense Advances ..... 13

    Section 9 – Credit/Debit Cards ..... 13

FLEXIBLE SPENDING ACCOUNT ..... 13

FULL UNDERSTANDING, MODIFICATION AND WAIVER ..... 14

GRIEVANCE PROCEDURE ..... 14

    Section 1 – Purpose ..... 14

    Section 2 – Definitions of a Grievance ..... 14

    Section 3 – Exclusions ..... 14

    Section 4 – Consolidation of Grievances ..... 14

    Section 5 – Representation ..... 14

    Section 6 – Time Limitation ..... 14

    Section 7 – Steps in the Grievance Procedure ..... 15

HOURS OF WORK ..... 17

IMPLEMENTATION ..... 18

LAYOFF ..... 18

    Section 1 – Layoff Policy ..... 18

    Section 2 – Definition of Layoff ..... 18

Section 3 – Notification ..... 18

Section 4 – Order of Layoff ..... 18

Section 5 – Short-Term Layoffs ..... 18

Section 6 – Exception to Order of Layoff ..... 18

LEAVE PROVISIONS ..... 19

Section 1 – Sick Leave ..... 19

Section 2 – Vacation Leave ..... 22

Section 3 – Holiday Leave-56 Hour Standard Work Week Employees ..... 27

Section 4 – Holiday Leave-40 Hour Standard Work Week Employees ..... 29

Section 5 – Leave Accruals While on Disability Leave ..... 31

Section 6 – Compulsory Leave ..... 32

Section 7 – Military Leave ..... 32

Section 8 – Political Leave ..... 34

Section 9 – Special Leaves of Absence Without Pay ..... 34

Section 10 – Jury Duty Leave ..... 36

Section 11 – Examination Time ..... 36

Section 12 – Witness Leave ..... 37

Section 13 – Blood Donations ..... 37

Section 14 – Time Off for Voting ..... 37

LIFE INSURANCE ..... 37

MEDICAL AND DENTAL COVERAGE ..... 38

Section 1 – Medical and Dental Plan Coverage ..... 38

Section 2 – Opt-out and Waive ..... 38

Section 3 – Medical Premium Subsidy ..... 39

Section 4 – Needles Premium Subsidy ..... 40

Section 5 – Eligibility for MPS While on Leave ..... 40

MEDICAL EMERGENCY LEAVE ..... 40

MERIT ADVANCEMENTS ..... 42

NON-DISCRIMINATION ..... 43

OBLIGATION TO SUPPORT ..... 43

OVERTIME ..... 43

PAY PERIOD ..... 44

PAYROLL ADJUSTMENTS ..... 44

PAYROLL DEDUCTIONS ..... 45

PHYSICAL FITNESS AND APPEARANCE ..... 45

PROMOTIONS ..... 45

PROSPECTIVE LAWSUITS ..... 46

PROVISIONS OF LAW ..... 46

REEMPLOYMENT ..... 46

RENEGOTIATION ..... 46

RETIREMENT MEDICAL TRUST FUND ..... 46

Section 1 – Sick Leave and Conversion Eligibility ..... 47

Section 2 – Sick Leave Conversion Formula ..... 47

Section 3 – Death ..... 48

Section 4 – Disability ..... 48

Section 5 – District Contributions ..... 48

RETIREMENT SYSTEM CONTRIBUTIONS ..... 49

    Section 1 – Eligibility ..... 49

    Section 2 – Employee Contributions ..... 49

    Section 3 – Special Provisions ..... 50

    Section 4 – Retirement Formula ..... 50

SALARY ADJUSTMENTS ..... 50

SALARY RATES AND STEP ADVANCEMENTS ..... 50

SALARY SAVINGS PLAN ..... 51

SECTION 125 PREMIUM CONVERSION PLAN ..... 51

SHORT TERM AND LONG TERM DISABILITY INSURANCE ..... 52

SPECIAL ASSIGNMENT COMPENSATION ..... 52

STANDARD WORK WEEK ..... 53

    Section 1 – 56 and 40 Hour Work Week ..... 53

    Section 2 –Effect of Changing Standard Work Schedule ..... 53

TERM ..... 53

TIME TRADES ..... 54

TUITION REIMBURSEMENT AND MEMBERSHIP DUES ..... 54

UNIFORM VOUCHER ..... 55

USE OF BULLETIN BOARDS ..... 55

USE OF COUNTY/DISTRICT RESOURCES ..... 55

VISION CARE INSURANCE ..... 55

VOLUNTARY TIME OFF ..... 56

WORK DISRUPTION ..... 56

APPENDIX A – APPROVAL BY BOARD OF SUPERVISORS ..... 57

APPENDIX B – SALARY SCHEDULE ..... 58

APPENDIX C – FBOR APPEAL RIGHTS ..... 59

**PREAMBLE**

This Memorandum of Understanding by and between the Association of San Bernardino County Fire Managers (hereinafter referred to as the Association) Unit and the San Bernardino County Fire Protection District (hereinafter referred to as the District), contains the complete results of negotiations concerning wages, hours and other terms and conditions of employment for employees in the Fire Management Unit. The parties hereto have met and conferred in good faith exchanging various proposals in an attempt to reach agreement.

NOW, THEREFORE, the authorized representatives of the District and the Association hereby agree as follows:

**RECOGNITION**

Pursuant to the provisions of local ordinance and applicable State law, the Association is hereby acknowledged as the exclusive recognized employee organization for District employees in the classification of Battalion Chief, as well as employees in such classes as may be added to this listing hereafter by the District.

**ACCIDENTAL DEATH AND DISMEMBERMENT**

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

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

New employees shall become initially eligible to participate in this program on the first day of the pay period following the first pay period in which the employee works and receives pay for one-half plus one of their average scheduled hours. Participation will continue as long as premiums are paid timely. In the absence of sufficient earnings to cover the deduction for premiums, the employee may be given another payment option.

The County Fire agrees to offer this benefit, subject to carrier requirements, as specified in the certificate of insurance, 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 District/County.

**ADMINISTRATIVE LEAVE**

Effective pay period 1 of each year (beginning pay period 1/2015), an employee in a regular position scheduled for a 56 hour average work week will be provided with ninety-six (96) hours of Administrative Leave time for the employee's use. Employees in regular positions scheduled for a 40 hour work week shall be provided with eighty (80) hours of Administrative Leave time for the employee's use. Employees hired into the Unit after the beginning of pay period 1 shall be credited with Administrative Leave prorated on a monthly basis, based upon the annual

rate of ninety-six (96) hours (i.e., 8 hours per month) or eighty (80) hours (i.e., 6.67 hours per month), (depending on the employees work schedule). Such Administrative Leave may be cashed out at the employee's then-current base rate of pay (56 hour rate or 40 hour rate, as applicable) in increments of one (1) hour one (1) time during the calendar year to the extent that the hours would have accrued at a rate of 8 hours per month or 6.67 hours per month as applicable, minus any hours used up to that time. Any Administrative Leave accrual balances in effect at the end of pay period 26 will automatically be paid at the employee's then-current base rate of pay (56 hour rate or 40 hour rate, as applicable). Employees may designate that cash outs of Administrative Leave be allocated to the District's Section 457(b) Deferred Compensation Plan, consistent with the requirements and restrictions of such Plan. Upon termination of employment, unused Administrative Leave will be paid at the then-current rate of pay only by the amount of hours that would have been accrued at a rate of 8 hours per month (56 hour average work week employees) or 6.67 hours per month (40 hour work week employees) that exceeds 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. Employees may only submit amended Time and Labor Reports to change or restore Administrative Leave for pay periods in which another leave type was requested, approved or charged, if such amended Time and Labor Reports are submitted within two (2) pay periods of the pay period to be amended.

### **BILINGUAL COMPENSATION**

Employees in positions designated by the Fire Chief or designee, which require employees to perform bilingual translation involving the use of English and a second language (including American Sign Language) as a condition of employment, shall be eligible for bilingual compensation in the amount of forty-five dollars (\$45) per pay period for each pay period the employee is in paid status. Such compensation shall apply regardless of the total time required per day for such translation. Such employees must be certified as competent in translation skills by the County Human Resources Department to be eligible for compensation.

### **COUNTY FIRE MANAGEMENT RIGHTS**

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

- (a) The right to determine the mission of each of its agencies, departments, institutions, boards, and commissions.
- (b) The right of full and exclusive control of the management of the County Fire; supervision of all operations; determination of the methods and means of performing any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.
- (c) The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.
- (d) The right to change or introduce new or improved operations, methods, means or facilities; to reorganize operations, modify or discontinue programs and services; 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; and to otherwise maintain orderly, effective, and efficient operations.

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

## DEFINITIONS

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

Appointing Authority – Refers to the department head of the employee's department. 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.

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

Bi-weekly Base Salary/Base Bi-weekly Salary – Refers to the employee's base hourly rate, excluding any differentials or other pay above the base hourly rate, such as SAC Pay, multiplied by the base hours paid (e.g., REG, SCK, VAC, etc.) each pay period.

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

Calendar year – Refers to pay period 1 through 26, or 27 when applicable, of the same year.

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

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

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

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

Firefighter Bill of Rights – Firefighters in this bargaining Unit are covered by the Firefighter Bill of Rights (FBOR), codified in California Government Code Section 3250 et seq., which establishes administrative rights for firefighters. Employees in this bargaining Unit are treated as exempt (i.e., employees serve at the pleasure of the appointing authority) as provided in Section 1, Rule XI of the Personnel Rules for the Board-Governed Special Districts; however, employees in this Unit shall have administrative appeal rights, as required by the FBOR, which are provided in Appendix D of this Agreement.

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

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

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

Regular Position – Refers to a position authorized by the Board of Supervisors that may be budgeted at full-time level, and the incumbent serves at the pleasure of the Appointing Authority as provided in Section 1, Rule XI of the Personnel Rules for the Board-Governed Special Districts.

Service Hours - Refers to paid hours in a regular position from an employee's most recent date of hire and during an employee's regular tour of duty, up to an average of one-hundred and twelve (112) hours per pay period. Time without pay, disability payments (excluding 4850 time), Medical Emergency Leave, and overtime hours do not count as service hours.

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

## **DEMOTIONS AND DOWNGRADINGS**

### Demotions

A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower. An employee demoted for disciplinary reasons shall be placed on the step within the base salary range of the class to which demoted as provided in the Order of Demotion; provided, however that the employee shall not be placed lower than two (2) step increments (approximately five percent (5%) below employee's current step). An employee demoted for disciplinary reasons cannot be placed higher than the top step in the range for the class to which the employee is demoted.

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

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

### Downgradings

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

## **DEPENDENT CARE ASSISTANCE PLAN**

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

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

- (a) To be eligible to enroll in this benefit, an employee must be in a regular position.
- (b) Enrollment in the Plan for current employees is required every Plan Year and is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status event. Failure to submit participation agreement within the time frame shall result in an

election to not participate in the Plan.

- (c) An employee must elect to contribute to DCAP through salary reduction on forms approved by the Human Resources, Employee Benefits and Services. An employee election to participate shall be irrevocable for the remainder of the Plan Year. Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year, except to the extent permitted under Internal Revenue Service rulings and regulations and the County's Dependent Care Assistance Plan Document.
- (d) Pursuant to IRC Section 125, any amounts remaining in the employee's account at the end of the Plan Year must be forfeited. The District will use any forfeited amounts to help defray the Plan's administrative expenses.

## **DIFFERENTIALS**

### **Section 1: Chief Officer Certification Pay**

All employees who are certified by the California Office of the State Fire Marshal (OSFM) as a Chief Fire Officer shall receive Chief Fire Officer Certification pay. Employees must submit Chief Fire Officer Certificate from the California OSFM to receive Chief Officer Certification pay. The compensation shall be in the amount of fifty dollars (\$50.00) per pay period for all pay periods the employee is in paid status.

Effective February 18, 2017, the current \$50 per pay period Chief Officer Certification Pay shall sunset, and County Fire shall add the \$50 per pay period Chief Officer Certification Pay into the Battalion Chief classification base annual salary.

### **Section 2: River Division Battalion Chief Differential**

The Battalion Chief regularly assigned to the River Division shall receive a 5% pay differential above the base rate of pay as provided in Appendix B of this Agreement.

### **Section 3: Safety Officer Pay**

All employees who are qualified by the California Incident Command Certification System (CICCS), i.e. Red Card, as Safety Officer Line (SOFR) shall be eligible to sign up for Safety Officer coverage through Special Operations. An employee assigned to Safety Officer coverage for a day shall be compensated for a minimum of four (4) hours at straight time pay if they are not activated to duty. If an employee is activated to duty during their coverage, the employee shall be compensated at straight time pay for each additional hour worked. For example, an employee assigned to Safety Officer coverage is activated to duty during his/her assigned day of coverage and works a total of six (6) hours, the employee shall be compensated for a total of ten (10) hours.

In no event shall an employee assigned to Safety Officer coverage be paid for more than twenty-four (24) hours in one day.

Employees performing Safety Officer coverage shall be required to maintain applicable qualifications. Employees who lose their qualification for any reason shall no longer be eligible to provide Safety Officer coverage and will not be eligible to receive Safety Officer pay.

### **Section 4: Strike Team Leader Differential**

All employees who are certified by the California Incident Command Certification System (CICCS), i.e. Red Card, as a Strike Team Leader Engine (STEN) shall receive Strike Team Leader pay. The compensation shall be in the amount of seventy five dollars (\$75.00) per pay period for all pay periods the employee is in paid status.

Employees receiving Strike Team Leader pay shall be required to maintain the qualifications and perform Strike Team Leader duties as required.

Effective February 18, 2017, the current \$75/pay period Strike Team Leader Differential shall sunset, and County Fire shall add the \$75/pay period Strike Team Leader Differential into the Battalion Chief classification base annual salary.

**Section 5 – Longevity Pay Differential**

Effective February 18, 2017, County Fire shall establish a Longevity Pay Differential above the base rate of pay, as indicated below. Total completed service shall be based on total hours of completed continuous service with the County Fire. The Longevity Pay Differential shall not be considered when determining the appropriate rate of pay for a promotion or demotion.

TOTAL COMPLETED SERVICE HOURS	COMPENSATION
43,680 service hours* (15 years)	1.00%

For purposes of the longevity pay differential only, a year of completed County service for an employee on an average 56-hour workweek is defined as 2,912 service hours with County Fire.

\*An employee who was on a 40-hour workweek for any period of time prior to Board approval of the MOU shall have all service hours during such period converted using a 1.4 conversion ratio because a year of completed service for an employee on a 40-hour workweek is 2,080 service hours. This conversion ratio shall only be used for the purposes of calculating eligibility for the longevity differential, and shall in no way be construed to provide an employee more service hours than he/she has actually completed.

Example: An employee was assigned to a 40-hour workweek from January 1, 2003 through December 31, 2014. During that period the employee completed 24,960 service hours. Using the conversion ratio, the employee would have 34,944 service hours for the purposes of receiving longevity (i.e., 24,960 service hours x 1.4 = 34,944). Effective January 1, 2015 through December 31, 2016 the employee has been on a 56-hour average workweek and has a total of 5,824 service hours. When combining the 5,824 service hours with the converted hours (i.e., 34,944 service hours) the employee would have a total of 40,768 hours for the purposes of receiving the longevity differential. The employee would have to complete an additional 2,912 service hours to be eligible to receive the longevity differential.

**DIRECT DEPOSIT**

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 will receive direct deposit of expense reimbursements into a financial institution of their choice via electronic fund transfer.

**DUAL APPOINTMENTS**

The appointment of two (2) full-time employees to the same budgeted position may be authorized by the Fire Chief to facilitate training, to make assignments to a position vacant due to extended authorized leave of absence, or in an emergency.

### EMPLOYEE RIGHTS

All employees shall have the following rights which may be exercised in accordance with State Law, and applicable local ordinances, rules and regulations.

- (a) The right 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 to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the District, subject to the limitations contained in the Article entitled Grievance Procedure.
- (c) The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of an appointing authority, supervisor, other employees, or employee organizations as a result of their exercise of rights granted in this Article (a) and (b).

The provisions of Section 3250 et seq. of the Government Code are hereby incorporated as such provisions may apply to employees within the Fire Management Unit; provided, however, that these provisions or alleged violations thereof shall not be subject to the Grievance Procedure, nor does the incorporation of the Government Code provisions grant any rights beyond those held pursuant to the statute.

### EXPENSE REIMBURSEMENT

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

#### Section 1: General Provisions

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

#### Section 2: Responsibilities

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

#### Section 3: Travel Authorization

- (a) All travel requests must be submitted to the Fiscal Division four (4) weeks prior to travel. Out of state travel requests must be submitted five (5) weeks prior to travel.
- (b) Travel outside the State of California must be approved by the Chief Executive Officer or designee. Requests for such travel shall be submitted to the Chief 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 Chief Executive Officer 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) The Fire Chief or designee may authorize attendance at meetings at County Fire expense when the program material is directly related to an important phase of County Fire service and holds promise of benefit to County Fire as a result of such attendance.
- (b) Authorization for attendance at meetings without expense reimbursement, but on County Fire time, may be granted when the employee is engaged on County Fire's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to County Fire.

#### **Section 5: Records and Reimbursements**

- (a) Request for expense reimbursement should be submitted once each month, except if the amount claimable for any month does not exceed twenty-five dollars (\$25.00), the submission may be deferred until the amount exceeds twenty-five dollars (\$25.00) or until June 30 during the current fiscal year, whichever occurs first. At the end of the fiscal year, expense reimbursement claims for July 1 and beyond, must be on a separate claim from those expenses claimed for June 30 or earlier.
- (b) Receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:
  - (1) Subsistence, except as otherwise provided in this article.
  - (2) Private mileage.
  - (3) Taxi, streetcar, bus, and ferry boat fares; bridge and road tolls, and parking fees.
  - (4) Telephone and fax charges.
  - (5) Other authorized expenses of less than one dollar (\$1.00).
- (c) Claims for expense reimbursement totaling less than one dollar (\$1.00) in any fiscal year shall not be paid.
- (d) Reimbursement shall not be made for any personal expenses such as, but not limited to: entertainment, barbering, etc.
- (e) Except as otherwise provided in this article, expense reimbursements shall be made on an actual cost basis.
- (f) If original receipt is unavailable, the employee may submit a photocopy and a signed statement as to the location of the original receipt or an explanation as to its absence.
- (g) Expense reimbursement shall be made via electronic fund transfer into the financial institution of the employee's choice or by pay card. Employees who fail to make arrangements for direct deposit shall receive reimbursements via pay card.

#### **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. Where an employee is given the choice between several means of travel (e.g., use of County Fire vehicle vs. own personal vehicle, flying vs. driving, etc.) and the employee chooses the option that is more costly, the employee shall only be reimbursed for the lesser cost option. For example, if an employee chooses to drive his/her own vehicle when offered a County Fire vehicle, the employee shall not be entitled to any reimbursement. Similarly, if the cost of flying on an airplane is less than the cost of driving, the employee shall only be reimbursed for the amount County Fire would have paid for the flight.

(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.

### Section 7: Meals and Lodging

- (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 San Francisco Bay area, Sacramento, Fresno, Los Angeles and San Diego).

If such excess charges exceeds the allowances set forth below, receipts of vouchers will be required or reimbursement.

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

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

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

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

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

**Section 8: Expense Advances**

Advancement of funds for business expenses can be obtained from the Auditor-Controller/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). Upon return from travel, the employee must submit an expense reimbursement form and all receipts documenting expenses incurred. If the employee does not submit this accounting within fifteen (15) calendar days of return from travel, or prior to termination of County Fire employment, the Auditor-Controller/Treasurer-Tax Collector's Office may recover the amount advanced from the employee's pay.

**Section 9: Credit/Debit Cards**

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

**FLEXIBLE SPENDING ACCOUNT**

The purpose of the Medical Expense Reimbursement Flexible Spending Account (FSA) is to permit eligible employees to make an election to pay for qualifying medical care expenses, as determined by Section 213 of the Internal Revenue Code (IRC) of 1986, on a pre- tax basis by salary reduction in accordance with Sections 125 and 105(b) of the IRC and regulations issued pursuant thereto. FSA exclusions from gross income do not affect compensation for retirement purposes. FSA shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law.

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

- (a) To be eligible for this benefit, an employee must be in a regular position.
- (b) Enrollment in the Plan for current employees is limited to the annual open enrollment period or no later than sixty (60) calendar days following the date of becoming eligible due to a mid-year Change in Status event.
- (c) Eligible employees may contribute, on a pre-tax basis, to a flexible spending account, each bi-weekly pay period up to the established amount pursuant to the IRC annual maximum. An employee election to participate in the Plan shall be irrevocable for the remainder of the Plan Year. Once a salary reduction has begun, in no event will changes to elections or discontinuation of contributions be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulations and with the District's Medical Expense Reimbursement Plan Document.

Any unused amounts remaining in an employee's account at the end of the Plan Year must be forfeited except as permitted by the IRC and the County's Medical Expense Reimbursement Plan Document. The District will use any forfeited amounts to help defray the Plan's administrative expenses.

## FULL UNDERSTANDING, MODIFICATION AND WAIVER

The District and the Association for the life of this Agreement each voluntarily waives the right to meet and confer in good faith and waives the right to compel the other party to meet and confer in good faith with respect to any subject or matter covered in this Agreement. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions. This section shall not act as a waiver of any reserved County Fire management rights or act as a waiver of the Association's right to bargain the impact of County Fire's exercise of its management's rights.

## GRIEVANCE PROCEDURE

### **Section 1 Purpose**

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

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

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

### **Section 3 Exclusions**

All matters are excluded from this procedure which deal with the "County Fire Management Rights" Article, "Non-Discrimination" Article, federal or state statutes, rules or regulations; and Personnel Rules for the Board- Governed Special Districts. Grievance matters are excluded where law provides more appropriate and speedy remedy.

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

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

### **Section 5 Representation**

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

### **Section 6 Time Limitations**

Time limitations are established to settle a grievance quickly. Time limits may be modified by written agreement of the parties. If at any step of this grievance procedure, the grievant is dissatisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. The grievant shall promptly proceed to the next step if a reviewing official does not respond within the time limits specified.

**Section 7 Steps in the Grievance Procedure**

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

- (a) Informal Grievance Disposition. Initially, the employee having a grievance shall personally discuss the complaint with the immediate supervisor informally. At this step, it is the responsibility of the employee to inform the supervisor that he/she is initiating the grievance process. Within four (4) calendar days, the supervisor, after conferring with the Assistant Chief, shall give the decision to the employee orally.
- (b) Formal Grievance Procedure.

Step 1 - Human Resources Review. If a mutually acceptable solution has not been reached in the Informal Grievance Disposition, the grievant shall submit the grievance in writing on appropriate forms supplied by the Human Resources Division which shall provide, in order to be considered, a detailed statement of the grievance, including the date of occurrence, names of witnesses or individuals involved, location, applicable Agreement articles alleged to have been violated, date discussed with immediate supervisor, and the specific remedy or action requested. The written grievance shall be filed with the Director of Human Resources or designee within fifteen (15) calendar days of oral notification of the immediate supervisor's decision. The Director of Human Resources or designee, shall make a determination of whether the grievance is a matter for which the Grievance Procedure is appropriate. In making such determination, the Director of Human Resources, or designee, shall determine if: (1) the grievance has been filed in a timely manner; (2) the informal grievance process has been followed, (3) the employee became aware of the inequity or damage suffered, specific details of inequity or damage suffered; dates; names; and places, (4) if the grievance alleges that a specific Memorandum of Understanding article(s) has been misinterpreted, misapplied, or violated, and (5) the matter complained of in the grievance is covered by a specific provision of the Agreement.

The determination and notification to the grievant and the Association will be made within fourteen (14) calendar days of receipt of the grievance.

If objection is made to the procedural and/or substantive grievability of a grievance at this step or any other step of the grievance procedure, the parties may mutually agree to continue processing the grievance on the merits. However, it is expressly agreed that such objections to the procedural and/or substantive grievability of a grievance are preserved in any arbitration hearing and that no waiver will result from the subsequent processing and discussion of the grievance on the merits.

Step 2 - Assistant Chief Review. If the grievance is accepted by the Director of Human Resources or designee, or the parties agree to hold in abeyance any objections to the procedural and/or substantive grievability of the grievance, the grievant shall submit the written grievance, within seven (7) calendar days of the notification from the Human Resources Department, to the Assistant Chief. The Assistant Chief, after conferring with the Deputy Chief, shall meet with the grievant and thoroughly discuss the grievance prior to issuing any response to the employee. Within fourteen (14) calendar days, the Assistant Chief shall give the written decision to the employee on the appropriate form. If the Assistant Chief fails to reply within this time period, or issues a decision which is unsatisfactory to the employee, the employee may proceed to Step 3 of the formal grievance procedure.

Step 3 – Fire Chief. If a mutually acceptable solution has not been reached in Step 2, the grievant shall submit the written grievance, within seven (7) calendar days of the notification of the Assistant Chief's determination, to the Fire Chief. The Fire Chief will call for a conference to allow for full discussion of the grievance with the parties involved and their representatives. Within fourteen (14) calendar days of the meeting, the Fire Chief must give a written decision on the appropriate form. If the employee is not satisfied with the decision of the Fire Chief, the employee may proceed to the next step.

Step 4 – Pre-Arbitration Process. If the grievance has not been satisfactorily resolved at Step 3, a written appeal to arbitration must be filed concurrently with the County's Director of Human Resources and the Association 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.

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

- (a) The grievant shall have the Association, as the singular spokesperson, and County Fire will have a representative from the Human Resources Division, with neither side allowed the presence of an attorney.
- (b) Any written material submitted to the mediator shall be returned to the party providing the material at the conclusion of the mediation meeting.

Grievances shall only be advanced to arbitration with the agreement of the Association. The cost for hearing all grievances advanced to arbitration shall be split equally between County Fire and the Association 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.

The County's Director of Human Resources, or designee and the Association 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.

Step 5 – Arbitration. The County's Director of Human Resources or designee and the employee or the Association 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/Association that the County Fire abused its discretion. The arbitrator shall not grant any right or relief on any grievance occurring at any time other than the contract period in which such right originated. If the arbitrability of the grievance is in dispute, the arbitrator shall render a decision on the arbitrability of

the dispute prior to hearing the merits of the grievance.

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

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

- (c) The arbitrator's decision shall be transmitted to the County's Director of Human Resources and the Association 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 there is a financial impact of greater than two thousand five hundred dollars (\$2,500), in which case it shall be subject to approval of the Board of Supervisors.
- (f) For grievance decision with financial impact of greater than two thousand five hundred dollars (\$2,500), the Employee Relations Division will submit the grievance decision to the next practicable 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 Human Resources, the Association and the grievant.

### **HOURS OF WORK**

Employees in this Unit are considered to be salaried executives and are paid on a salary basis.

Employees shall be required to work during such hours as necessary to carry out the duties of their position, as designated by the appointing authority, and such hours may be varied so long as the work requirements and efficient operations of the District are assured.

Employees in regular positions in this Unit are considered to be salaried for purposes of the Fair Labor Standards Act (FLSA). If, as a result of changes in legislation, federal regulations, or court decisions, employees are considered to be non-salaried, the District and the Association will meet and confer concerning changes to return the employees to salaried status.

Deductions from the pay of employees in this Unit for disciplinary and other reasons shall be made in a manner consistent with FLSA regulations. For example, employees covered by this Article who are disciplined by a suspension without pay shall only receive such suspension in increments of one (1) or more full days. Alternatively, an appointing authority may discipline an employee covered by this Article via a deduction of accrued leave time. The accrued leave time is limited to vacation, holiday, or administrative leave. Deductions of accrued leave time may be made in increments of less than one (1) work week.

## IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual agreement by all 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 on the date of Board of Supervisors approval. Any economic changes to this Agreement, which do not have specific effective dates, become effective the beginning of the pay period following Board of Supervisors approval.

## LAYOFF

### Section 1 – Layoff Policy

Whenever possible, loss of employment for regular District employees shall be avoided by transfer, demotion, or temporary work. During the first year following a layoff, laid off employees shall have first consideration for any vacancies in a classification for which qualifications are deemed suitable by the Director of Human Resources.

After one (1) year on the layoff list, the names of employees shall be transferred to the appropriate open, promotional, or open-promotional list. The duration of such placement shall not exceed two (2) years.

### Section 2 – Definition of Layoff

Layoff is the involuntary separation or demotion of a regular employee without fault of the employee.

### Section 3 – Notification

Whenever the appointing authority anticipates a surplus of employees in regular positions, immediate notification to the Director of Human Resources and the Association shall be made. The notification shall include the anticipated number and classifications of employees to be laid off and a plan for conducting an orderly layoff to reduce adverse effect on employees to be laid off.

### Section 4 – Order of Layoff

Layoffs shall be by classification. The services of all provisional and temporary employees in the classification affected within the interested department shall be terminated in that order before any reduction in the regular force. Layoffs among regular employees shall be made on the basis of seniority determined by the employee's current beginning date of continuous service in a regular position with County Fire. A regular employee who accepts demotion in lieu of layoff retains layoff rights to his former classification.

### Section 5 – Short-Term Layoffs

Layoffs for periods not to exceed fifteen (15) consecutive work days may be made in any order for reasons approved by the Director of Human Resources.

### Section 6 – Exception to Order of Layoff

Whenever the appointing authority believes that the best interests of the service require the retention of employees with special qualifications, characteristics, and fitness for the work, the appointing authority may request an exception to the order of layoff. Such requests must be in writing to the Director of Human Resources and must be supported by the appointing authority's reason. A copy of such request shall be submitted to the Association at that time.

## 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, for certain purposes related to being a victim of domestic violence, sexual assault, or stalking.
- (2) Family Member: Family Member as defined by Labor Code section 245.5 is a parent, spouse, child, registered domestic partner, grandparent, grandchild, or sibling.. Child means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis. Parent means a biological, foster, or adoptive parent, a stepparent, legal guardian, or a person who stood in loco parentis when the employee was a minor child. Domestic Partner is defined by California Family Code section 297.
- (3) Extended Family: Extended family is defined as parent/sibling-in-law, aunt, uncle, niece, nephew, ward of the court, or any step relations as defined herein.

#### (b) Accumulation–

- (1) 56 Hour Average Work Week Employees - Employees in regular positions on an average 56 hour work week shall accrue sick leave for each payroll period completed, prorated on the basis of one hundred thirty-four (134) hours per year, or 5.15 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. There shall be no limit on sick leave accumulation.
- (2) 40 Hour Work Week Employees - Employees in regular positions on a 40 hour work week 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. There shall be no limit on sick leave accumulation.

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

#### (d) Administration

- (1) Investigation - It shall be the responsibility and duty of the Fire Chief to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the County's Director of Human Resources.
- (2) Notification - The employee's supervisor must be notified at least (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence and must be notified at least one (1) hour prior to the start of the employee's scheduled tour of duty.

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

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

- (3) Review/Proof – Generally, a request for a doctor's note should not be requested until an employee has used half of his/her annual sick leave accrual, unless misuse of sick leave is suspected. The Department 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.

In all cases of illness or injury which exceed three (3) consecutive workdays, the employee shall provide a release to return to work from a certified health care provider.

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

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

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

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

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

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

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

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

(f) Return-to-Work Medical Clearance

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

- (i) Employees whose treating physician or other qualified medical provider has ordered job modification(s) as a condition for either continuing to work or for returning to work after an illness or injury. This applies to both occupational and non-occupational illness or injury.
  - (ii) Employees who have been off work due to communicable diseases such as, but not limited to, chicken pox and measles.
  - (iii) Employees who have been absent on account of a serious medical condition, when so directed by the Fire Chief, or designee, and with concurrence of the San Bernardino County Center for Employee Health and Wellness.
- (2) Employees are required to attend return-to-work medical appointments at the Center for Employee Health and Wellness on their own time; however, mileage for attending such appointments is eligible for reimbursement pursuant to the Expense Reimbursement Article.
- (3) It is the responsibility of the employee, covered by (1) (i) - (iii) above, to obtain written notice from their medical provider of their authorization to return to work with or without job modification.

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

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

- (4) Exceptions to the above requirements may be made on a case-by-case basis by the Medical Director or designee for the Center for Employee Health and Wellness.
- (5) The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided, and there is a delay between the employee's appointment with the Center for Employee Health and Wellness and the start of his/her scheduled tour of duty on the day that he/she was released to return to work, County Fire will pay for work hours missed, without charge to the employee's leave balances.
- (6) The final decision on the employee's ability to return to work rests with the medical provider at the Center for Employee Health and Wellness.

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

- (g) Workers' Compensation – As provided in Section 4850 of the Labor Code, an employee in this Unit who is injured in the line of duty is entitled to full salary in lieu of workers' compensation benefits and sick leave for a period not to exceed one (1) year. After the employee has used one (1) full year of such 4850 time, said employee may use accumulated sick leave with pay, with the approval of the appointing authority, to augment temporary disability payments if said employee is still temporarily disabled by order of an accepted physician under the Workers' Compensation sections or until said employee is retired.

(h) Sick Leave Conversion

- (1) Disability Retirement: Employees who receive a disability retirement due to permanent incapacity to work shall have one hundred percent (100%) of any unused sick leave bank balances (i.e. "old" and "new" banks), if any, up to a combined maximum of one thousand (1,000) hours cashed out. Such hours shall be cashed out at the employees' then-current base hourly rate.
- (2) Sick Leave Conversion to Vacation Leave: While employed by County Fire, employees who have contributed to a public sector retirement(s) for over ten (10) years and have not withdrawn the contribution from the system(s) may exchange accrued sick leave hours in excess of two hundred (200) hours for vacation time on the following basis.

Sick Leave Balance at Time of Conversion	Sick Leave to Vacation Leave Conversion
201 to 599 hours	3 sick hours to 1 hour vacation
600 to 799 hours	2.5 sick hours to 1 hour vacation
800 or more hours	2 sick hours to 1 hour vacation

Any such exchange must be made in ten (10) hour increments of accrued sick leave under the procedures established by the County's Director of Human Resources or designee. Employees may elect this exchange once per calendar year.

- (3) Retirement Medical Trust: Employees who hold regular positions in the County Fire and who have contributed to the San Bernardino County Public Employees' Retirement Association or other public entity retirement system for more than five (5) years and have not withdrawn the contributions from the system(s) and who separate from County Fire service shall be eligible for Sick Leave Conversion in accordance with the provisions of the Article on Retirement Medical Trust.
- (i) Sick Leave Banks ("Old" and "New" Banks) – All employees in the bargaining Unit prior to January 6, 2015 who are on a 56 hour average work week, shall have all sick leave hours accrued in a Battalion Chief classification (net of hours used and/or cashed out), as of pay period 2/15, if any, converted to a 56 hour rate (i.e., applicable hours shall be multiplied by 1.4). These converted hours shall be combined with sick leave hours accrued prior to becoming a Battalion Chief (net of hours used and/or cashed out) and shall represent each employee's sick leave "old" bank. Thereafter, a "new" sick leave bank shall be established and employees shall accumulate sick leave hours into this "new" sick leave bank in accordance with subsection (b)(1) of this Sick Leave Section.

All employees in the bargaining unit prior to January 6, 2015 who are on a 40 hour work week, shall have all sick leave hours accrued prior to becoming a Battalion Chief (net of hours used and/or cashed out) as of pay period 2/15, if any, converted to a 40 hour rate. These converted hours shall be combined with sick leave hours accrued in a Battalion Chief classification (net of hours used and/or cashed out) and shall represent each employee's sick leave "old" bank. Thereafter, a "new" sick leave bank shall be established and employees shall accumulate sick leave hours into this "new" bank in accordance with subsection (b)(2) of this Sick Leave Section.

Employees shall be required to first use sick leave hours accrued after the MOU implementation ("new" bank).

**Section 2: Vacation Leave**

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

(b) Accumulation –

- (1) 56 Hour Average Work Week Employees – Employees assigned to a 56 hour average work week in regular positions shall accrue, on a pro rata basis, vacation leave for each pay period up to the annual allowance provided in the chart below. 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 six pay periods or its equivalent of continuous service from the employee’s hire date.

Length of Service From Hire Date	Annual Vacation Allowance	Maximum Allowed Unused Balance
From hire date through 11,648 service hours	112 Hours	224 Hours
Over 11,648 and through 26,208 service hours	168 Hours	336 Hours
Over 26,208 service hours	224 Hours	550 Hours

- (2) 40 Hour Work Week Employees – Employees assigned to a 40 hour work week in regular positions shall accrue, on a pro rata basis, vacation leave for each pay period up to the annual allowance provided in the chart below. 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 six pay periods or its equivalent of continuous service from the employee’s hire date.

Length of Service From Hire Date	Annual Vacation Allowance	Maximum Allowed Unused Balance
From hire date 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

(3) Maximum Unused Balance –

- (i) 56 Hour Average Work Week Employees - Effective pay period 1 of 2015, the maximum vacation leave accrual (i.e. those hours converted pursuant to subsection (e) of this Section combined with vacation leave hours accrued subsequent to January 6, 2015) that may be carried over for employees on a 56 hour average work week shall be either 224, 336, or 550 hours, depending on the employees length of service from their hire date as provided in the applicable chart above. However, the maximum vacation leave accrual balance that may be carried over into a future calendar year for an employee with a balance of more than either 224, 336, or 550 hours at the end of calendar year 2014 shall be such employee’s vacation leave balance at the end of pay period 26 of calendar year 2014. Thereafter, the employee’s maximum vacation accrual balance for an employee with a balance greater than 224, 336, or 550 hours, as applicable, at the end of calendar year 2014 shall be adjusted annually at the end of each calendar year, and shall only be increased if the employee is eligible for an increased accrual cap based on meeting the service hours requirement as provided in the chart of Section 2(b)(1) of this Article.

At the end of pay period 26 of calendar year 2015, and at the end of each pay period 26 thereafter, employees with an individual cap who’s vacation balance exceeds such cap, will stop accruing vacation leave, unless a waiver of the maximum leave balance due to work urgency is approved, until their vacation leave balance is reduced below their individual cap. Once the vacation leave balance is reduced below the individual cap (e.g., reduced as a result of cashing out or using

vacation leave hours), these employees shall begin accruing vacation leave in accordance with Section 2(b)(1) of this Article. For example, an employee at the end of pay period 26 of calendar year 2014 has a balance of 600 vacation leave hours, which would be said employee's individual vacation leave cap. At the end of pay period 26 of calendar year 2015 the employee has a balance of 650 vacation leave hours. Because at the end of pay period 26/15 the employee has a vacation leave balance that exceeds his 600 hour individual vacation leave cap, the employee shall stop accruing vacation leave. However, if on pay period 10/16, the employee reduces his vacation leave hours below his 600 hour individual cap, the employee shall again begin accruing vacation leave effective pay period 11/16.

Employees with an individual cap who, at the end of the calendar year, have a vacation leave balance that is greater than the allowable maximum unused balance, but less than their previously established individual cap, shall have their individual vacation leave cap adjusted. Such cap shall never be increased. For example, an employee at the end of pay period 26 of calendar year 2014 has a balance of 600 vacation leave hours, which would be said employee's individual vacation leave cap. If, at the end of pay period 26 of calendar year 2015 the employee has a balance of 560 vacation leave hours, the employee's previous individual vacation leave cap shall be adjusted and the new individual cap shall be established as 560 hours.

Employees without an individual cap who reach the maximum unused vacation leave balance will stop accruing vacation leave unless a waiver of the maximum leave balance is approved due to work urgency is approved.

- (ii) 40 Hour Work Week Employees - Effective pay period 1 of 2015, the maximum vacation leave accrual that may be carried over for employees scheduled for a 40 hour work week to a future calendar year shall be either 160, 240, or 320 hours, depending on the employees length of service from his/her hire date as provided in the applicable chart above. However, the maximum vacation leave accrual balance that may be carried over for an employee with a balance of more than either 160, 240, or 320 hours at the end of calendar year 2014 shall be such employee's vacation leave balance at the end of pay period 26 of calendar year 2014. Thereafter, the employee's maximum vacation accrual balance for an employee with a balance greater than 160, 240, or 320 hours, as applicable, at the end of calendar year 2014 shall be adjusted annually at the end of each calendar year, and shall only be increased if the employee is eligible for an increased accrual cap based on meeting the service hours requirement as provided in the chart of Section 2(b)(2) of this Article.

At the end of pay period 26 of calendar year 2015 and at the end of each pay period 26 thereafter, employees with an individual cap who's vacation balance exceeds such cap, will stop accruing vacation leave, unless a waiver of the maximum leave balance due to work urgency is approved, until their vacation leave balance is reduced below their individual cap. Once the vacation leave balance is reduced below the individual cap (e.g., reduced as a result of cashing out or using vacation leave hours), these employees shall begin accruing vacation leave in accordance with Section 2(b)(2) of this Article. For example, an employee at the end of pay period 26 of calendar year 2014 has a balance of 400 vacation leave hours, which would be said employee's individual vacation leave cap. At the end of pay period 26 of calendar year 2015 the employee has a balance of 420 vacation leave hours. Because at the end of pay period 26/15 the employee has a vacation leave balance that exceeds his 400 hour individual vacation leave cap, the employee shall stop accruing vacation leave. However, if on pay period 10/16, the employee reduces his vacation leave hours below his 400 hour individual cap, the employee shall again begin accruing vacation leave effective pay period 11/16.

Employees with an individual cap who, at the end of the calendar year, have a vacation leave balance that is greater than the allowable maximum unused balance, but less than their previously established individual cap, shall have their individual vacation leave cap adjusted. Such cap shall never be increased. For example, an employee at the end of pay period 26 of calendar year 2014 has a balance of 430 vacation leave hours, which would be said employee's individual vacation leave cap. If, at the end of pay period 26 of calendar year 2015 the employee has a balance of 390

vacation leave hours, the employee's previous individual vacation leave cap shall be adjusted and the new individual cap shall be established as 390 hours.

Employees without an individual cap who reach the maximum unused vacation leave balance will stop accruing vacation leave unless a waiver of the maximum leave balance is approved due to work urgency is approved.

(c) Administration

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

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

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

- (2) The minimum charge against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the employees' base rate of pay, except as otherwise provided in this Agreement.
- (3) When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.
- (4) Employees not planning to return to County Fire employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation at the employee's then base rate of pay and shall not be carried on the payroll. Retiring employees may elect to use vacation leave or be compensated in a lump sum payment for accrued vacation leave.

(d) Vacation Cash-Out

The Vacation Cash-Out shall be subject to the following provisions:

Employees scheduled for a 56 hour average work week may elect to sell back accrued vacation leave up to a maximum of one hundred and twelve (112) hours at the then current base rate of pay.

Employees scheduled for a 40 hour work week may elect to sell back accrued vacation leave up to a maximum of eighty (80) hours at the then current base rate of pay.

In lieu of cash, an eligible employee may designate that part or all of the value of vacation time to be sold back is allocated to a deferred income plan if such a plan is approved by the District and credit for vacation time is allowed under the plan.

Employees may exercise the vacation cash-out under procedures established by the Human Resources Department and may exercise the following options:

**Option 1 – Future Accruals.** Employees scheduled for a 56 hour average work week may elect to convert up to one hundred and twelve (112) hours of accrued vacation leave into a cash payment, at the base rate of pay in effect at the time of the cash-out.

Employees scheduled for a 40 hour work week may elect to convert up to eighty (80) hours of accrued vacation leave into a cash payment, at the base rate of pay in effect at the time of the cash-out.

In order to sell back vacation leave, an employee must make an irrevocable election (i.e., pre-designation) during the month of December, specifying the number of hours to be sold back from the next year's vacation leave accrual. During the calendar year following the pre-designation, no more than three (3) requests may be made to cash out the vacation leave in a single block of not less than fourteen (14) hours for employees assigned a 56 hour average work week and eight (8) hour for employees assigned a 40 hour work week, and no more than one hundred and twelve (112) hours or eighty (80) hours, as applicable.

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

The number of hours requested for cash-out shall not exceed an amount equal to or less than the amount accrued. For example, an employee in December 2015 makes a pre-designation to cash-out 28 hours. The employee accrues 4.61 hours of vacation leave per pay period. At the end of pay period 3 the employee can request to cash-out the 8 hours of vacation leave that he had accrued through pay period 2, but is not yet eligible to cash-out the entire 28 pre-designated hours because the employee has yet to accrue 28 hours of vacation leave.

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

**Option 2 – Existing Accruals.** Existing accruals may be cashed out in whole hour increments with a minimum of fourteen (14) hours and a maximum of one hundred and twelve (112) hours for employees assigned a 56 hour average work week, and a minimum of eight (8) hours and a maximum of eighty (80) hours for employees assigned a 40 hour work week. The cash out will be subject to a ten percent (10%) penalty.

- (e) Vacation Leave Bank – All employees in the bargaining Unit prior to January 6, 2015 shall have all vacation leave hours accrued in a Battalion Chief classification (net of hours used and/or cashed out), as of pay period 2/15, if any, converted to a 56 hour rate (i.e., applicable hours shall be multiplied by 1.4). These converted hours shall be combined with vacation leave hours accrued prior to becoming a Battalion Chief (net of hours used and/or cashed out) and shall represent each employee's beginning vacation leave bank. Thereafter, employees shall accumulate vacation leave hours into the vacation leave bank in accordance with subsection (b) of this Vacation Leave Section. Employees may cash out these hours annually in accordance with the leave cash out provisions or upon separation, at the employee's then-current base hourly rate.

All employees in the bargaining Unit prior to January 6, 2015 who are on a 40 hour work week, shall have all vacation leave hours accrued prior to becoming a Battalion Chief (net of hours used and/or cashed out) as of pay period 2/15, if any, converted to a 40 hour rate. These converted hours shall be combined with vacation leave hours accrued in a Battalion Chief classification (net of hours used and/or cashed out) and shall represent each employee's beginning vacation leave bank. Thereafter, employees shall accumulate vacation leave hours into the vacation leave bank in accordance with subsection (b) of this Vacation Leave Section.

- (f) Prior Service – New employees hired into the County in regular positions who have been employed by a public jurisdiction in a comparable position or a position, which has prepared such employees for an assignment to a position in the Fire Management Unit may receive credit for such previous experience in the former agency(s) in determining their vacation accrual rate. Such determination as to the comparability of previous experience and amount of credit to be granted rests solely with the Director of Human Resources.

Requests for prior service credit should be made at the time of hire or as soon as possible thereafter, but in no event later than one (1) year from the employee’s hire date.

**Section 3: Holiday Leave – 56 Hour Average Work Week Employees**

The following provisions apply to employees who are scheduled for a 56 hour average work week. Section 4 of this Article provides the Holiday Leave provisions for employees who are scheduled for a 40 hour work week.

- (a) Definition - Holiday leave is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee.

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

- (b) Accumulation (56 hour average work week) - Employees in regular positions shall accrue, on a pro-rated basis, holiday leave for completed pay periods. Such holiday leave allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed six (6) pay periods or its equivalent of continuous service from the employee’s hire date. Employees in regular positions scheduled for less than one hundred twelve (112) hours per pay period shall receive holiday leave accruals and maximum accumulations on a prorated basis.

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

The maximum holiday leave accrual (i.e. those hours converted pursuant to subsection (e) of this Section combined with holiday leave hours accrued subsequent to January 6, 2015) that may be carried over shall be three hundred and ten (310) hours. However, the maximum holiday leave accrual balance that may be carried over into a future calendar year for an employee with a balance of more than three hundred and ten (310) hours at the end of calendar year 2014 shall be such employee’s holiday leave balance at the end of pay period 25 of calendar year 2014. Thereafter, the employee’s maximum holiday accrual balance for those employees with a balance greater than three hundred and ten (310) hours at the end of calendar year 2014 shall be adjusted annually at the end of each calendar year, and shall never be increased.

At the end of pay period 26 of calendar year 2015 and at the end of each pay period 26 thereafter, employees with an individual cap who’s holiday balance exceeds such cap, will stop accruing holiday leave, unless a waiver of the maximum leave balance due to work urgency is approved, until their holiday leave balance is reduced below their individual cap. Once the holiday leave balance is reduced below the individual cap (e.g., reduced as a result of cashing out or using holiday leave hours), the employee shall begin accruing holiday leave in accordance with Section 3(b) of this Article. For example, an employee at the end of pay period 25 of calendar year 2014 has a balance of 400 holiday leave hours, which would be said employee’s individual holiday leave cap. At the end of pay period 26 of calendar year 2015 the employee has a balance of 420 holiday leave hours. Because at the end of pay period 26/15 the employee has a holiday leave balance that exceeds his 400 hour individual holiday leave cap, the employee shall stop accruing holiday leave. However, if on pay period 10/16, the employee reduces his holiday leave hours below his 400 hour individual cap, the employee shall again begin accruing holiday leave effective pay period 11/16.

Employees with an individual cap who, at the end of the calendar year, have a holiday leave balance that is greater than the allowable maximum unused balance, but less than their previously established individual cap, shall have their individual holiday leave cap adjusted. Such cap shall never be increased. For example, an employee at the end of pay period 25 of calendar year 2014 has a balance of 430 holiday leave hours, which would be said employee's individual holiday leave cap. If, at the end of pay period 26 of calendar year 2015 the employee has a balance of 390 holiday leave hours, the employee's previous individual holiday leave cap shall be adjusted and the new individual cap shall be established as 390 hours.

Employees without an individual cap who reach the maximum unused holiday leave balance will stop accruing holiday leave unless a waiver of the maximum leave balance is approved due to work urgency is approved.

(c) Administration (56 hour average work week)

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

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

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

(d) Holiday Cash-Out (56 hour average work week)

Employees may elect to sell back accrued holiday leave up to a maximum of one hundred fifty-five (155) hours at the then-current base hourly rate. In lieu of cash, the eligible employee may designate that part or all of the value of holiday time to be sold back be allocated to a deferred income plan, if such a plan is approved by the District and credit for holiday time is allowed under the plan.

Employees may exercise the holiday cash-out under procedures established by the Human Resources Department and may exercise the following options:

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

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

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

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

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

- (2) **Option 2 - Existing Accruals.** Existing accruals may be cashed out in whole hour increments with a minimum cash out of fourteen (14) hours and will be subject to a ten percent (10%) penalty.
- (e) Holiday Leave Bank (56 hour average work week) – All employees in the bargaining Unit prior to January 6, 2015 shall have all holiday leave hours accrued in a Battalion Chief classification (net of hours used and/or cashed out), as of pay period 2/15, if any, converted to a 56 hour rate (i.e., applicable hours shall be multiplied divide by 1.4). These converted hours shall be combined with holiday leave hours accrued prior to becoming a Battalion Chief (net of hours used and/or cashed out) and shall represent each employee’s beginning holiday leave bank. Thereafter, employees shall accumulate holiday leave hours into the holiday leave bank in accordance with subsection (b) of this Holiday Leave Section. Employees may cash out these hours annually in accordance with the leave cash out provisions, or upon separation, at the employee’s then-current base hourly rate.

**Section 4: Holiday Leave – 40 Hour Work Week Employees**

The following provisions apply to employees who are scheduled for a 40 hour work week. Section 3 of this Article provides the Holiday Leave provisions for employees who are scheduled for a 56 hour average work week.

- (a) Fixed Holidays (40 hour work week) - All employees in regular positions shall be entitled to the following fixed holidays:

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

- (b) Floating Holidays (40 hour work week) - Employees in regular positions shall be entitled to a total of eight (8) hours floating holiday time provided that the employee is on the payroll during the entire pay period in which such floating holiday time is to accrue. "Entire pay period" shall mean that an employee must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period and was paid for at least one-half (1/2) of the accountable hours. Eight (8) hours floating holiday time shall be accrued during the first pay period prior to the third Monday in January.

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

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

- (c) Administration - The maximum holiday leave accrual that may be carried over shall be one hundred and fifty-five (155) hours. However, the maximum holiday leave accrual balance that may be carried over to a future calendar year for an employee with a balance of more than one hundred and fifty-five (155) hours at the end of calendar year 2014 shall be such employee's holiday leave balance at the end of pay period 25 of calendar year 2014. Thereafter, the employee's maximum holiday accrual balance for those employees with a balance greater than one hundred and fifty-five (155) hours at the end of pay period 25 of calendar year 2014 shall be adjusted annually at the end of each calendar year (i.e. pay period 26 or each year), and shall never be increased.

At the end of pay period 26 of calendar year 2015 and at the end of each pay period 26 thereafter, employees with an individual cap who's holiday balance exceeds such cap, will stop accruing holiday leave, unless a waiver of the maximum leave balance due to work urgency is approved, until their holiday leave balance is reduced below their individual cap. Once the holiday leave balance is reduced below the individual cap (e.g., reduced as a result of cashing out or using holiday leave hours), the employee shall begin accruing holiday leave in accordance with Section 4(a) and (b) of this Article.

Employees without an individual cap who reach the maximum unused holiday leave balance will stop accruing holiday leave unless a waiver of the maximum leave balance is approved due to work urgency. For example, an employee at the end of pay period 25 of calendar year 2014 has a balance of 180 holiday leave hours, which would be said employee's individual holiday leave cap. At the end of pay period 26 of calendar year 2015 the employee has a balance of 200 holiday leave hours. Because at the end of pay period 26/15 the employee has a holiday leave balance that exceeds his 180 hour individual holiday leave cap, the employee shall stop accruing holiday leave. However, if on pay period 10/16, the employee reduces his holiday leave hours below his 180 hour individual cap, the employee shall again begin accruing holiday leave effective pay period 11/16.

Employees with an individual cap who, at the end of the calendar year, have a holiday leave balance that is greater than the allowable maximum unused balance, but less than their previously established individual cap, shall have their individual holiday leave cap adjusted. Such cap shall never be increased. For example, an employee at the end of pay period 25 of calendar year 2014 has a balance of 202 holiday leave hours, which would be said employee's individual holiday leave cap. If, at the end of pay period 26 of calendar year 2015 the employee has a balance of 190 holiday leave hours, the employee's previous individual holiday leave cap shall be adjusted and the new individual cap shall be established as 190 hours.

- (d) Eligibility for Holiday Pay (40 hour work week) – To receive holiday pay for a fixed holiday, the following conditions must be met during the pay period in which the fixed holiday fell.
- (1) The employee must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period in which such fixed holiday fell.
  - (2) The employee must be paid for at least one-half (1/2) of their regularly scheduled hours.
  - (3) The employee must have been on an approved leave of absence for any unpaid hours.
  - (4) The employee must have not had any unauthorized leave.
- (e) Holiday During Vacation (40 hour work week) - When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits. As such, the employee shall receive holiday pay for any fixed holiday that falls within a vacation period, provided the employee is eligible for that fixed holiday pay. For example, an employee has approved vacation leave from Tuesday through

Thursday and Wednesday is a fixed holiday. Tuesday and Thursday would be coded as vacation leave but Wednesday would be coded as holiday leave.

- (f) Working on a Holiday (40 hour work week) - Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off the employee shall accrue, on an hour for hour basis, up to a total of eight (8) hours floating holiday time. At the request of the employee, and with approval of the Fire Chief, or designee, straight time payment can be made in lieu of accrual provided such compensation is approved during the pay period in which it is worked. Employees scheduled to work on a holiday but who call off sick shall code, but not accrue, holiday leave for that day.
- (g) Weekend Holidays (40 hour work week) - When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday.
- (h) Holiday Leave Cash-Out (40 hour work week) -

An employee may elect to sell back accrued holiday leave up to a maximum of one hundred and twelve (112) hours at the then-current base hourly rate. In lieu of cash, the employee may designate that part or all of the value of holiday time to be sold back is allocated to a deferred income plan if such a plan is approved by County Fire and credit for holiday time is allowed under the plan.

Eligible employees may exercise the holiday cash-out under procedures established by the Human Resources Department and may exercise the following options:

- (i) **Option 1 - Future Accruals.** An employee must make an irrevocable election during the month of December, specifying the number of hours, up to 112 hours, to be sold back from the next calendar year's holiday time accrual. Such election must be made in whole hour increments with a minimum cash-out of eight (8) hours and may not exceed the annual amount to be accrued for the next calendar year. Once an election is made, the employee must request that the designated number of hours actually be sold back by pay period 25 of the calendar year in which the election is effective, or the hours will automatically be converted into cash in pay period 26.
- (ii) **Option 2 - Existing Accruals.** Existing accruals may be cashed out in whole hour increments with a minimum cash-out of eight (8) hours and will be subject to a ten percent (10%) penalty.
- (i) Holiday Leave Bank (40 hour work week) – All employees in the bargaining Unit prior to January 6, 2015 who are on a 40 hour work week, shall have all holiday leave hours accrued prior to becoming a Battalion Chief (net of hours used and/or cashed out) as of pay period 2/15, if any, converted to a 40 hour rate. These converted hours shall be combined with holiday leave hours accrued in a Battalion Chief classification (net of hours used and/or cashed out) and shall represent each employee's beginning holiday leave bank. Thereafter, employees shall accumulate holiday leave hours into the holiday leave bank in accordance with subsection (b) of this Holiday Leave Section.

#### **Section 5: Leave Accruals While on Disability Leave**

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

The maximum amount the employee receives from integrating paid leave time with disability payments shall not exceed 100% of the employee's base salary. Paid personal leave time coded on the employee's 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.

An employee who knowingly receives payment in excess of his or her regular base salary is required to report it to his or her Departmental payroll clerk.

Employees who are fully integrating accrued paid leave time with disability benefits shall be eligible to receive full accruals of vacation and sick leave. Employees who are not fully integrating shall earn pro-rated vacation and sick leave accruals based upon paid leave time coded on the time and labor report only.

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

### **Section 6: Compulsory Leave**

If in the opinion of the Fire Chief, employees are unable to perform the duties of this position for physical or psychological reasons, an examination may be required by a physician or other competent authority designated by the County's Director of Human Resources.

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

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

Employees shall be required to meet all prescribed qualifications for employment (e.g., licensure, certification, etc.). 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 7: 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 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. Any employee meeting the above one (1) year employment requirement shall be entitled to receive their regular salary or compensation, pursuant to Section (e) of this Article.

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

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

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

Eligible employees are also entitled to the reemployment and benefit rights as further described in the Uniformed Services and Employment and Reemployment Rights Act, 38 U.S.C. Sections 4301-4333. Specifically, a returning employee will receive restoration of original hire 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 and, as such, has established a program under which employees may be eligible for an extension of benefits. Employees who are called to active duty as a result of the activation of military reservists beginning in September 2001, and who are eligible to receive the thirty (30) calendar day military leave compensation, and meet the requirements established by the Board of Supervisors shall receive the difference between their base County Fire salary and their military salary starting on the 31st calendar day of military leave. The difference in salary may be extended when expressly approved by the Board of Supervisors. During any extended period, County Fire will continue to provide the employee the benefits and all leave accruals as was provided prior to such active duty. Retirement contributions and credit will be granted if the employee had enough pay to cover the entire contribution. If the employee does not get enough pay to cover the retirement contribution, no contribution or credit will be given.

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

No compensation shall be paid beyond the 30-day leave period, unless such compensation is expressly approved by the Board of Supervisors. County Fire may unilaterally extend the benefits of this subsection upon the approval of the Board of Supervisors. Employees should note that the Accidental Death and Dismemberment (AD&D) plan contains a war exclusion.

- (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 this 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 8: Political Leave**

Any employee who is a declared candidate for public office (i.e., a candidate who has filed the appropriate documents) shall have the right to a leave of absence, without pay with or without right to return, for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay under Section 9.

#### **Section 9: Special Leaves of Absence Without Pay**

(a) General Provisions

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

- (1) Is medically incapacitated to perform the duties of the position.
- (2) Desires to engage in a relevant course of study, which will enhance the employee's value to County Fire.
- (3) Takes a leave of absence pursuant to the federal FMLA, the CFRA, and/or Pregnancy Disability Leave provisions under the Fair Employment and Housing Act (FEHA).
- (4) For any reason considered appropriate by the Fire Chief and County's Director of Human Resources.

(b) Types of Leaves of Absence

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

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

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

An employee on an approved leave of absence without pay under this provision will continue to receive the benefits specified in Section 5 of the Medical and Dental Coverage article of this Agreement. Certification from a health care provider is required for all instances of medical leave under this provision. Employees are required to inform supervisors of the need for leave at least thirty (30) days before commencement where possible.

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

(3) Leaves of absence without right to return

- (i) Definition - Leaves of absence without right to return may be granted to employees with regular status for a period not to exceed one (1) year. Employees without right to return shall be removed from their position. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to COBRA.
- (ii) Benefits upon rehire - An employee who is reemployed within ninety (90) days after the expiration of the leave of absence without right to return shall retain the following benefits:
  - Hire date;
  - Hire date for purposes of leave accruals and step advances; except that the employee will not receive service credit for the period of time the employee is on leave of absence without right to return;
  - Any sick leave accruals that had not been cashed out will be restored.
- (iii) Rehire process - An employee may be reemployed in the same department in the classification from which the employee took the leave of absence with the approval of the Fire Chief and the County's Director of Human Resources. Alternatively, the employee must apply through Human Resources by the last day of the leave of absence.

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

(4) Medical Leave of Absence.

- (i) Definition – An employee with regular status who suffers from a serious condition may be placed on a medical leave of absence for up to one (1) year, only after FMLA, CFRA and/or PDL have been exhausted. However, if an employee meets the service requirements for eligibility for a disability

retirement, the long-term medical leave of absence may be extended. 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. Retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to the federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

Upon the employee's ability to return to work or the expiration of the leave of absence, whichever comes first, the employee will have the right to return to the classification within the department from which he/she took a leave of absence when a funded vacancy for which the employee meets the qualifications is available. If the employee does not return to work by the expiration date of the leave, or the soonest date after that for which the department has a vacancy (but in no event later than ninety (90) days following the expiration of the medical leave of absence), the employee relinquishes the right to return.

- (ii) Upon return from a medical leave of absence, the employee shall retain hire date for purposes of leave accruals and step advances; except that the employee will not receive service credit for the period of time the employee is on the medical leave of absence.

#### **Section 10: Jury Duty Leave**

Employees in regular positions who are ordered to serve jury duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Employees are required to provide the Fire Chief with notice of the order/summons to serve jury duty upon receipt of such summons. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service. If an employee is required to report to jury duty during hours the employee is not scheduled to work (e.g. it is the employee's normal day off, the employee is off work pursuant to FMLA, CFRA, or workers' compensation leave, the employee is not in a paid status for the pay period, etc.) the employee is not entitled to Jury Duty leave for those hours. When practicable, the Fire Chief will convert an employee's regular tour of duty to a day shift tour of duty during the period of jury duty. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time. The employee will not be required to return to work if more than one (1) hour remains after the employee has completed jury duty and the employee has received prior approval from the appointing authority or designee to use appropriate leave from the employee's accrued leave bank. Employees 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 11: Examination Time**

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

**Section 12: 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. If an employee is required to testify as a witness during hours the employee is not scheduled to work (e.g. it is the employee's normal day off, the employee is off work pursuant to FMLA, CFRA, or workers' compensation leave, the employee is not in a paid status for the pay period, etc.) the employee is not entitled to Witness Leave during those hours.

**Section 13: Blood Donations**

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

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

Employees in regular positions who are aphaeresis donors may have up to four (4) hours off with pay to recover 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: Time Off for Voting**

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

**LIFE INSURANCE**

County Fire agrees to pay the premium for a term life insurance policy of \$50,000 in coverage for all employees scheduled to work forty (40) hours or more per pay period in a regular position. Life insurance will become effective on the first day of the pay period following the employee's first pay period in which the employee works and receives pay for at least one-half plus one of their average regularly scheduled hours and shall continue for each pay period in which the employee receives pay for at least one-half plus one of their average regularly scheduled hours. For example, an employee whose regular schedule is an average of 112 hours per pay period must be paid for a minimum of fifty-seven (57) hours each pay period. For pay periods in which the employee does not meet the paid hour requirement, the employee shall have the option of continuing life insurance coverage at the employee's expense.

County Fire further agrees to make available to each employee a group term life insurance program wherein the employee may purchase additional term life insurance in the amounts specified in the Certificate of Insurance. New employees shall become initially eligible to participate in these programs following the pay period in which the employee works and receives pay for at least one-half plus one of their average regularly scheduled hours.

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

## **MEDICAL AND DENTAL COVERAGE**

### **Section 1 - Medical 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 medical and dental plan offered by the District/County. Employees who fail to elect medical and dental plan coverage will be automatically enrolled in the medical and dental plan with the lowest bi-weekly premium rates available in the geographical location of the employee's primary residence. Medical and dental plan coverage will become effective on the first day of the pay period following the first pay period in which the employee is scheduled for a minimum of forty (40) hours and receives pay for at least one-half plus one hours of his/her average scheduled hours.
- (b) To continue enrollment in District/County medical and dental plan coverage, an employee must remain in a regular position scheduled to work a minimum of forty (40) hours in a pay period and have received pay for at least one-half plus one of his/her average scheduled hours, or be on an approved leave for which continuation of medical and dental coverage is expressly provided under Section 5 of this Article, or be eligible for and have timely paid the premium for COBRA continuation coverage.
- (c) Eligible employees may elect to enroll their dependents upon initial eligibility for medical and dental insurance. Thereafter, newly eligible dependents may be enrolled within sixty (60) days of obtaining eligibility status, such as birth, adoption, marriage, or registration of domestic partnership.
- (d) Dependent(s) must be removed mid-Plan Year when a dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules, for example, divorce, overage dependent, or termination of domestic partnership.
- (e) Enrollment elections must remain in effect for the remainder of the Plan Year unless an employee experiences a mid-year qualifying event.
- (f) Notification of a mid-year qualifying event must be submitted to the Human Resources Employee Benefits Division (EBSB) in accordance with procedures adopted by the District. Employees are responsible for notifying EBSB within sixty (60) days of any change in eligibility for the District's plans.
- (g) Premiums for coverage will be automatically deducted from the employee's pay warrant. In specific circumstances, in the absence of sufficient earnings to cover the deduction for premiums, the employee may be given another payment option. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents.

### **Section 2 – Opt-out and Waive**

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

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

To receive the opt-out or waive amounts of this Section the employee must be paid for a minimum of one-half plus one hours of his/her average scheduled hours. For example, an employee whose regular schedule is an average of 112 hours per pay period must be paid for a minimum of fifty-seven (57) hours each pay period.

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

The rules and procedures for electing to opt-out or waive District-sponsored medical and dental plan coverage are established and administered by the County's Human Resources Employee Benefits and Services Division.

- (1) Employees may elect to opt-out or waive District medical and/or dental plan(s) coverage within sixty (60) calendar days of the effective date of coverage of another employer-sponsored group plan. Proof of initial gain of other employer group coverage is required at the time the opt-out or waive is elected.
- (2) Employees may elect to opt-out or waive District-sponsored medical and/or dental plan(s) coverage during an annual open enrollment period. All employees who are newly opting-out or waiving during an annual open enrollment period must provide verification of other employer group coverage.
- (3) Employees who voluntarily or involuntarily lose their other employer group medical and/or dental plan coverage must enroll in a District-sponsored medical and/or dental plan within sixty (60) calendar days. Enrollment in the District-sponsored medical and/or dental plan will be provided in accordance with the requirements of the applicable plan. If the employee elects not to enroll his/her eligible dependents, the dependents may only be added at a subsequent annual open enrollment period or within sixty (60) calendar days from a mid-year qualifying event.
- (4) There must be no break in the employee's medical and dental plan coverage between the termination date of the other employer group coverage and enrollment in a District-sponsored medical and dental plan. The retroactive enrollment period and premiums required to implement coverage are subject to the terms and conditions of the applicable plan. Failure to notify the District/County of loss of group coverage within sixty (60) calendar days will require the employee to pay his/her insurance premiums retroactively on an after-tax basis.

### **Section 3 - Medical Premium Subsidy**

- (a) The District has established a Medical Premium Subsidy (MPS) to offset the cost of medical plan premiums charged to eligible employees. The MPS shall be applied to medical insurance premiums only and shall not be applicable to dental insurance premiums. The applicable MPS shall be paid directly to the provider of the District-sponsored medical plan in which the eligible employee has enrolled. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions to the San Bernardino County Employees' Retirement Association.

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

- (b) Eligibility - Employee in regular positions scheduled for a minimum of forty (40) hours per pay period and paid for at least one-half plus one hour of their average scheduled hours, who are enrolled in a District-sponsored medical plan, are eligible to receive the MPS towards the cost of medical coverage.

"Paid" hours for the purposes of this Sub-section (b) shall include accrued paid leave time such as vacation, sick leave, and holidays. It shall not include disability payments such as short-term disability, State Disability Insurance (SDI), and workers' compensation.

Employees shall receive MPS up to the amounts per pay period as set forth below:

Coverage Type	MPS Amount
Employee Only	\$230.00
Employee + 1	\$352.23
Employee + 2	\$482.64

**Section 4 – Needles Premium Subsidy**

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

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

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

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

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

**MEDICAL EMERGENCY LEAVE**

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

- (a) The employee must have regular status with the District or one (1) year of continuous service in a regular position with the District.
- (b) The employee must meet all of the following criteria before he or she becomes eligible for Medical Emergency Leave donation: (1) Be on an approved medical leave of absence for at least thirty (30) calendar days (240 working hours, or 160 hours in the case of employees who are scheduled 40 hours per work week) 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 (240 working hours, or 160 hours in the case of employees who are scheduled 40 hours per week); (3) Have exhausted all available leave balances prior to initial eligibility for Medical Emergency Leave donations – subsequent accruals will not affect eligibility; (4) Have also recorded at least one hundred and twelve (112) hours of sick leave without pay (or eighty (80) hours of sick leave without pay in the case of employees who are scheduled 40 hours per week).

- (c) An employee is not eligible for Medical Emergency Leave if he or she is receiving Workers' Compensation benefits. An employee receiving Short-Term Disability (STD) payments, and who is also using/coding MEL, shall not receive a combined payment for those MEL hours and STD payments that would exceed the employee's biweekly base salary. The District must receive proof of STD benefits indicating the payment dates and the amount of the benefit from the benefit provider and/or the Department.
- (d) Vacation, holiday, administrative leave, as well as compensatory time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours, (or in the case of holiday leave, only four (4) hours) not to exceed a total of fifty percent (50%) of an employee's yearly vacation, holiday, administrative leave or compensatory time accrual per employee. The donation may be made for a specific employee on the time frames established by the Human Resources Department. The employee (donee) using/coding the Medical Emergency Leave will be taxed accordingly.
- (e) The donation is to be for the employee's Medical Emergency Leave only; the donation to one (1) employee is limited to a total of one thousand four hundred and fifty-six (1,456) hours per fiscal year. The maximum of 1,456 hours shall be prorated for those scheduled less than 56 hours average per week. Example: An employee who is regularly scheduled 40 hours per week would be eligible to receive a total of one thousand and forty (1,040) hours per fiscal year.
- (f) The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee. Job and/or personal stress (not the result of a diagnosed mental disorder) is specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by the Center for Employee Health and Wellness or medical designee, is required for initial and continued eligibility. An employee shall be eligible to utilize and receive Medical Emergency Leave during the pay period they are on the approved long term leave of absence.
- (g) The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies (i.e., MPS, Opt-out/Waive amounts) per the minimum paid hours (i.e., one-half plus one) per pay period requirement of the Medical and Dental Coverage Article, 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, sick leave or retirement credit unless they are fully integrated with disability payments.
- (i) Medical Emergency Leave hours will count towards the accountable hours used to determine holiday leave eligibility, if applicable.
- (j) Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.
- (k) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals or shall be returned to the donor employee(s) to be utilized as follows:
  - (1) An employee who resigns while on Medical Emergency Leave (i.e., an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee) shall be paid at one hundred percent (100%) of his/her base hourly rate of pay for all unused Medical Emergency Leave up to 224 hours (or 160 hours in the case of employees scheduled 40 hours per week) at time of

resignation in accordance with payroll procedures established by the County Auditor-Controller/Treasurer/Tax Collector. In the case of employees who die while on Medical Emergency Leave, the employee's spouse or registered domestic partner, unless otherwise specified on the beneficiary designated on the Beneficiary Designation For Last Will form on file with ATC, shall be paid at one hundred percent (100%) of the deceased employee's base hourly rate of pay for all unused Medical Emergency Leave up to 224 hours (or 160 hours in the case of employees scheduled 40 hours per week) at the time of employee's death in accordance with payroll procedures established by the County Auditor/Controller. Any unused Medical Emergency Leave in excess of 224 hours (or 160 hours in the case of employees scheduled 40 hours per week) shall be returned to the donor(s), in accordance with procedures established by County Fire.

- (2) An employee on Medical Emergency Leave who has received the approval of his/her physician and the Center for Employee Health and Wellness to return to full-time work shall be eligible to retain up to 224 hours (or 160 hours in the case of employees scheduled 40 hours per week) unused Medical Emergency Leave. Such hours shall be used for the same purpose and in the same manner as Sick Leave and in accordance with the applicable Sick Leave provision of the Memorandum of Understanding, however, such hours shall not be eligible for conversion (e.g., cashout). Any unused Medical Emergency Leave in excess of 224 hours (or 160 hours in the case of employees scheduled 40 hours per week) shall be returned to the donor(s) in accordance with the procedures established by the County Fire.
- (3) An employee on Medical Emergency Leave who has received the approval of his/her physician and the Center for Employee Health and Wellness to return to work on a part-time basis (less than the employee's normally scheduled hours of work per pay period may code Medical Emergency Leave for those hours the employee was restricted from working pursuant to a physician's order. The combined total of work time and Medical Emergency Leave coded may not exceed each pay period the lesser of one hundred and twelve (112) hours (or 80 hours for employees scheduled for 40 hours per week) or the employee's modified hours of work. However, should the employee accrue sick leave while working part-time on Medical Emergency Leave, the employee is required to use those sick leave accruals before utilizing Medical Emergency Leave hours (i.e., Medical Emergency Leave hours may not be used in place of accrued sick leave).
- (l) 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.
- (m) All donors and donees shall sign release forms designed, retained and effected by the Human Resources Department.

## **MERIT ADVANCEMENTS**

### **Section 1**

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

### **Section 2**

If no work performance evaluation is filed, or if an employee receives an overall "Unsatisfactory" or "Below Job Standards" evaluation, the employee's step advance may not be granted on the date due.

**Section 3**

In cases where no work performance evaluation is filed, an employee will contact the supervisor, who must complete and file the work performance evaluation within five (5) work days. If the employee is rated as having met job standards or better, the employee will be granted the step advancement retroactive to the employee's step advance eligibility date.

**Section 4**

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

**Section 5**

Any dispute arising out of the content of the work performance evaluation may be processed in accordance with the appeal procedure in the Personnel Rules for the Board-Governed Special Districts.

**NON-DISCRIMINATION**

Neither the District nor the Association shall discriminate against any employee because of race, color, ancestry, sex, sexual orientation, age, physical or mental disability, medical condition, national origin, political, religion, or labor organization affiliations, or other basis as required by federal, state, or local law.

The parties agree to actively support the objectives of the District'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 any tentatively agreed-upon successor, amendment, addition, or deletion to this Memorandum is pending before the Board of Supervisors for action (i.e., after ratification by the Association but before the Board of Supervisors take action), neither the Association nor Management, nor their authorized representatives, will appear before the Board of Supervisors individually or collectively to advocate any further 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 any agreed-upon successor, amendment, addition, or deletion to this Memorandum of Understanding in its entirety.

**OVERTIME**

The parties agree that employees in this Unit are exempt from the overtime requirements of the Fair Labor Standards Act (FLSA). The nature of FLSA-exempt employment is such that overtime may be needed to fulfill the responsibilities and requirements of the position.

- (a) Employees in this Unit shall be required to work during such hours as necessary to carry out the duties of their position as designated by the Appointing Authority, and such hours may be varied so long as the work requirements and efficient operations of the County Fire are assured.
- (b) Definition – Overtime shall be defined as all hours actually worked in excess of the regularly assigned work schedule during a pay period. For purposes of defining overtime, paid leave time and leaves of absence pursuant to Section 4850 of the California Labor Code shall be considered as time actually worked. Time spent attending conferences, seminars and training programs shall not be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is non-cumulative and non-payable when incurred in units of less than fifteen (15) minutes.

- (c) Overtime Compensation –Employees in a regular position and authorized by the appointing authority or designee to work overtime shall be compensated at the 40 hour standard rate, i.e. one time the employee's regular rate of pay based on a 40 hour work week. Payment for overtime compensation shall be made on the first regular 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.
- (d) Compensatory Time – In addition to the overtime provision above, all employees shall be compensated at straight compensating time off for hours spent attending work-related community meetings outside of regularly scheduled hours up to 72 hours per calendar year (regardless of average work week) Compensatory time off may be taken with approval of the appointing authority at such time as it will not impair the work schedule or efficiency of the department, but with consideration given to the well-being of the employee. The maximum unused balance of compensatory time shall be 72 hours.

Compensatory time may not be converted to cash. Any compensatory time hours on record immediately prior to promotion, demotion, termination, or other separation from the Unit shall be forfeited.

### **PAY PERIOD**

A pay period shall be comprised of a fourteen (14) calendar day corridor. The first pay period under this Agreement shall commence at 12:01 a.m. Saturday, 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 District may reasonably establish, change, or modify standard days, tours of duty, or shifts for individual positions according to the needs of the service within the established period.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit as defined below and where the Association requests to meet with Management, the parties shall expeditiously undertake to meet as provided by Section 3500 et seq. of the California Government Code regarding the impact the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean a majority of the employees in the Unit.

### **PAYROLL ADJUSTMENTS**

In situations involving overpayment to an employee by County Fire, said employee shall be obliged to repay by payroll recovery the amount of overpayment within the time frame the overpayment was received by the employee. The County's Auditor-Controller/Treasurer/Tax Collector's Office, or Human Resources, when applicable, shall provide documentation showing the calculations of the overpayment to the employee. Extensions to the period for repayment of the overage may be requested by the employee, subject to the approval of the County's Auditor-Controller/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 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 County's Human Resources Director or designee.

In those situations where the employee has been underpaid by seven and one-half percent (7½%) or more of his/her 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 together with any necessary approval by the County's Human Resources Director or designee to the County's Auditor-Controller/Treasurer/Tax Collector within one 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 (i.e., 56 average or 40 hour per work week).

### **PAYROLL DEDUCTIONS**

It is agreed that Association membership dues and insurance premiums for plans sponsored by the Association shall be deducted by the District 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 the Association within thirty (30) days after the conclusion of the month in which said membership dues and insurance premiums were deducted.

The District shall not be liable to the Association, 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.

The Association shall hold the District harmless for any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the District under this Article.

### **PHYSICAL FITNESS AND APPEARANCE**

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

### **PROMOTIONS**

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee, including an individual promoted into this Unit, shall receive the entrance rate of the new range or be placed on the step that causes him/her to receive a salary increase of approximately (i.e., mathematically closest to) five percent (5%) whichever is greater; provided that no employee is thereby advanced in step nor advanced above the top step of the higher base salary range. At the discretion of the Fire Chief, and with the approval of the County's Director of Human Resources, an employee may be placed at any step within the higher base salary range. Promotions shall be effective only at the beginning of a pay period unless an exception is approved by the County's Director of Human Resources. Advancement to the next appropriate step shall be contingent upon the completion of twenty-six (26) pay period hours of satisfactory work performance on the current step.

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

**PROSPECTIVE LAWSUITS**

The parties agree that prior to filing lawsuits, the parties shall formally meet to attempt resolution of the matter in question with the intent of reaching a mutually acceptable solution.

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

**REEMPLOYMENT**

An employee who has separated from District employment, and who is subsequently rehired in the same classification in a regular position within a one-hundred and eighty (180) calendar day period, shall receive restoration of salary step, annual/vacation leave accrual rate, and sick leave balance (unless the employee has received payment for unused sick leave in accordance with the Retirement Medical Trust Fund Article), subject to the approval and conditions of the appointing authority and Director of Human Resources or designee. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Board of Retirement. The employee shall suffer loss of seniority and a new hire date shall be established for purposes of seniority.

**RENEGOTIATION**

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, each party shall serve upon the other during a thirty-one (31) day period commencing 180 days prior to the expiration of this Agreement, its written request to commence negotiations, as well as its initial written proposals for such successor Memorandum of Understanding. Upon receipt of such written proposals, an initial meeting of the parties shall be held no later than thirty (30) days after such receipt, unless otherwise agreed by the parties.

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 FUND**

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

The Trust is administered by a Board of Trustees who manage the resources of the Trust Fund and determine appropriate investment options and administrative fees for managing the Trust Fund. The Trustees insure that payments of qualified medical expenses incurred by retirees or their eligible dependents are properly reimbursed. The trust will establish individual accounts for each participant who will be credited with earnings/losses based upon the investment performance of the participant’s individual account. All of the contributions to the Trust Fund will be treated for tax purposes, as employer, non-elective contributions resulting in tax-free contributions for the District. All of the distributions from the Trust Fund made to retirees or their eligible dependents for the reimbursement of qualified medical expenses as defined by the Internal Revenue Codes (including medical and other eligible insurance premiums) will also be non-taxable to the retiree or the retiree’s eligible dependent(s).

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

**Section 1 – Sick Leave Conversion Eligibility**

Eligible employees are those employees with five (5) or more years of participation in the San Bernardino County Employees’ Retirement Association; or those individuals who contributed to a public sector retirement system or systems over a five-year period and did not withdraw their contributions from the retirement system(s). Those eligible employees with five (5) or more years of combined contributions to SBCERA and other public sector retirement system(s) must complete a Prior Service Credit Request form and submit it to the Retirement Medical Trust Plan Administrator for approval. A letter from the public sector retirement system(s) confirming that contributions have not been withdrawn must accompany the form.

**Section 2 – Sick Leave Conversion Formula**

At separation from the District for reasons other than death or disability retirement, all eligible employees will be required to contribute the cash value of their unused sick leave balance to the Trust in accordance with the provisions below:

- (a) Grandfathered Employees – For the purpose of this subsection, all employees in the bargaining Unit prior to January 6, 2015 shall be considered grandfathered employees.
  - (1) Hours Accrued Prior to January 6, 2015 - All grandfathered employees shall be required to contribute to the Trust the cash value of unused sick leave hours, if any, from the sick leave “old” bank (net of hours used and/or cashed out) established in Section 1(i) of the Leave Provisions Article. The cash value of these hours shall be contributed at the then- current base hourly rate in accordance with Table A below:

**Table A**

Unused Sick Leave Hours from “Old” Bank		Cash Value Formula
Employees on a 56 hour average work week	Employees on a 40 hour work week	
Up to 1,960	Up to 1,400	75%

- (2) Hours Accrued After January 6, 2015 - In addition to the above, all grandfathered employees shall be required to contribute to the Trust the cash value of unused sick leave hours, if any, (net of hours used and/or cashed out) accrued after January 6, 2015 (“new” bank established in Section 1(i) of the Leave Provisions Article). The cash value of these hours shall be contributed at the then-current base hourly rate in accordance with Table B below:

**Table B**

Unused Sick Leave Hours from “New” Bank		Cash Value Formula
Employees on a 56 hour average work week	Employees on a 40 hour work week	
337 to 672 hours	241 to 480 hours	35%
673 to 840 hours	481 to 600 hours	40%
841 to 1,008 hours	601 to 720 hours	45%
1,009 to 1,176	721 to 840 hours	50%
1,177 to 1,960	841 to 1,400 hours	75%

To determine the applicable cash value formula from the table above, all unused sick leave hours from the employees’ “old” bank as provided in Section 1(i) of the Leave Provisions Article, shall be combined with all sick leave hours accrued after January 6, 2015 (“new” bank). The applicable cash value formula shall be applied only to unused sick leave hours (net of hours used and/or cashed out) accrued after January 6, 2015 (“new” bank).

For example, a grandfathered employee on a 56 hour average work week who, at separation, has a balance of 400 sick leave hours in the “old” bank and a balance of 500 sick leave hours in the “new” bank, shall have his 400 hours (“old” bank) combined with the 500 hours (“new” bank) for a total of 900 hours. Based on Table B above, the correct cash value formula that applies to the 500 sick leave hours (“new” bank) is 45%. The 400 hours from the “old” bank shall be converted into the RMT at the 75% cash value formula (based on Table A) and the 500 hours (“new” bank) shall be converted into the RMT using the 45% cash value formula (based on Table B).

- (b) **Non-grandfathered Employees** – For the purpose of this subsection, all employees entering the bargaining Unit following January 6, 2015 shall be considered non-grandfathered employees.

All non-grandfathered employees shall be required to contribute to the Trust the cash value of unused sick leave hours (net of hours used and/or cashed out). The cash value of these hours shall be contributed at the then-current base hourly rate in accordance with Table C below:

**Table C**

Unused Sick Leave Hours		Cash Value Formula
Employees on a 56 hour average work week	Employees on a 40 hour work week	
337 to 672 hours	241 to 480 hours	35%
673 to 840 hours	481 to 600 hours	40%
841 to 1,008 hours	601 to 720 hours	45%
1,009 to 1,176 hours	721 to 840 hours	50%
1,177 to 1,960 hours	841 to 1,400 hours	75%

**Section 3 – Death**

Upon the death of an active employee with five (5) or more years of continuous service from the most recent date of hire in a regular position, the estate of the deceased employee will be paid the cash value for unused sick leave balances according to the sick leave conversion formula of Section 2 of this article. The cash value will not go into the Trust.

**Section 4 – Disability**

Eligible employees retiring from the District with a disability retirement are not eligible to contribute the cash value of their unused sick leave bank balances (i.e. “old” and “new” banks), if any, to the Trust. These employees will be compensated for their unused sick leave in accordance with the Leave Provisions Article, Section 1(h). 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 5 – District Contributions**

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

<u>Years of Completed Regular District Service</u>	<u>Percentage</u>
Less than one year	0.00%
One but less than ten years	1.00%
Ten but less than sixteen	1.75%
Sixteen or more years	3.00%

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 regularly 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. Employees shall automatically be enrolled in the Plan upon notification from the SBCERA that the employee has opted out of SBCERA membership.

**Section 2 – Employee Contributions**

Any employee Retirement System contribution obligations shall be paid by the employee.

The Auditor-Controller/Treasurer/Tax Collector has implemented the pickup of such Retirement System contributions under Internal Revenue Code Section 414(h)(2).

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

**Section 3 – Special Provisions**

Employees with at least 25 years of service as defined by Government Code section 31625.3 as of April 5, 2011 and who either have or thereafter attain thirty (30) years of service credit as defined by 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) pay periods.

**Section 4 –Retirement Formula**

## (a) Tier 1 Retirement Formula

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

## (b) Tier 2 Retirement Formula

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

**SALARY ADJUSTMENTS****Across-the-Board Salary Increases**

- 2.00% - Effective February 18, 2017, the County shall provide all classifications covered by the MOU with a two percent (2.00%) across the board salary increase.
- 2.00% - Effective July 22, 2017, the County shall provide all classifications covered by the MOU with a two percent (2.00%) across the board salary increase.
- 2.00% - Effective July 21, 2018, the County shall provide all classifications covered by the MOU with a two percent (2.00%) across the board salary increase.

Salary range shall be the applicable range provided in Appendix B of this Agreement.

**SALARY RATES AND STEP ADVANCEMENTS**

New employees shall be hired at step 1 of the established base salary range, except as otherwise provided in this Agreement. Variable entrance steps may be established if justified by recruitment needs, including lateral entries, through top step with the approval of the Fire Chief and the Director of Human Resources.

Within the base salary range, all step advancements will be made at the beginning of the pay period following the pay period which the employee completes the required number of service hours. Approval for advancement shall be based upon satisfactory work performance and completion of required length of service in the classification and upon the recommendation of the Fire Chief. 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 an average of one hundred and twelve (112) or eighty (80) hours (depending on the employees work week i.e., 56 average or 40) per pay period. Overtime hours, Medical Emergency Leave, and time without pay shall not count toward step advancements.

Step Advancements - Step advancements within a base salary range shall be based upon one (1) step increment for all employees. The employee shall be eligible for the first step advancement after completion of 1,456 service hours for employees assigned to a 56 hour average work week and 1,040 service hours for employees assigned to a 40 hour work week.

Employees shall thereafter be eligible for subsequent step advancements after completion of 2,912 service hours for employees assigned to a 56 hour average work week and 2,080 service hours for employees assigned to a 40 hour work week.

EXAMPLE:

<b>STEP ADVANCEMENT</b>	<b>Step</b>
Hire Step	1
After 13 pay periods*	2
After additional 26 pay periods*	3
After additional 26 pay periods until the top of the range is reached*	4

\*Assumes satisfactory work performance, appointing authority recommendation, and completion of all required service hours, as applicable.

The first step advancement, if applicable, for employees in the Unit at the time of the Board of Supervisors approval of this Agreement, who are assigned to a 56 hour average work week, will be effective the pay period following the completion of 26 pay periods, provided, that the employee is paid for all scheduled hours.

The Director of Human Resources 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 Director of Human Resources or designee may authorize the adjustment of the salary step or salary rate of an employee to correct any payroll error or omission, including any such action which may have arisen in any prior fiscal year.

**SALARY SAVINGS PLAN**

Biweekly contributions of employees to the District's Section 457(b) Deferred Compensation Plan up to one percent (1%) of an employee's biweekly base salary will be matched by a County Fire contribution on the basis of one-half times the employee's contribution. The County Fire contribution shall not exceed one-half percent (½%) of the employee's biweekly base salary.

Employees shall continue to be eligible to participate the County 401(k) plan but shall not receive the County matching contribution.

**SECTION 125 PREMIUM CONVERSION PLAN**

- (a) Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for medical insurance, dental insurance, vision insurance, and voluntary life (to the IRS specified limit) insurance premiums currently maintained for Unit employees. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.
- (b) Benefit 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 the Section 125 Premium Conversion Plan, an employee must be eligible to participate in medical, dental, vision, and/or life insurance and have a premium deduction for any of these benefit plans
- (d) Election of pre-tax salary reductions and after-tax payroll deductions shall be made within sixty (60) days of the initial or subsequent eligibility period in a manner and on such forms designated by the County's Human Resources Employee Benefits and Services Division. Failure to timely submit appropriate paperwork will result in after-tax payroll 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.

### **SHORT-TERM AND LONG-TERM DISABILITY INSURANCE**

- (a) Short-Term Disability Insurance - The District will provide an employer paid Short-Term Disability Insurance Plan for employees in this Unit. This benefit shall apply to employees in regular positions budgeted for 40 hours or more per pay period. Employees shall become eligible after the completion of at least one pay period of continuous service. The Short-Term Disability Insurance Plan benefit coverage shall be governed by the Plan Document that has been approved and adopted by the Board of Supervisors for Exempt employees. Benefit payments terminate when the employee is no longer disabled, or upon termination of employment from the District, or after receiving ninety (90) days of benefits at which time the employee would be eligible for long term disability benefits if still medically disabled after ninety (90) days.

The District agrees to provide this benefit subject to carrier requirements as specified in the Short-Term Disability Policy.

- (b) Long-Term Disability Insurance - County Fire will provide employees in this Unit with Long-Term Disability insurance subject to carrier requirements and approval. The benefit levels for such insurance shall be those approved by the County's Director of Human Resources or designee.

The District agrees to provide this benefits subject to carrier requirements as specified in the Long-Term Disability Policy.

- (c) The parties agree to meet during the term of this Agreement to discuss elimination of the Long-Term Disability insurance benefits and the extension of Short-Term Disability benefits.

### **SPECIAL ASSIGNMENT COMPENSATION**

Special assignment compensation is a concept, which allows for temporary increases in pay beyond that which is normally allowed when duties performed support such additional pay for specific periods of time. Increases in pay may be granted to recognize the temporary assignment of additional responsibilities that are significant in nature and beyond the normal scope of the position. No award shall be made in any situation related to vacation, short-term illness or other relief, which is six (6) weeks or less. Temporary assignment shall mean a period of one (1) calendar year or less. As such, the duration of such assignments are not intended to exceed one (1) calendar year except in unusual circumstances approved by both the Fire Chief and the County's Director of Human Resources, or designee. The employee shall be required to meet standards for satisfactory performance.

Compensation shall be awarded in pay period increments, and shall be in the form of a specified percentage of the employee's base pay. The Fire Chief or designee will determine the amount in increments of one-half percent ( $\frac{1}{2}$  %) from a minimum of two and one-half percent ( $2\frac{1}{2}$ %) up to a maximum of seven and one-half percent ( $7\frac{1}{2}$ %). The additional compensation will be computed at the specified percentage of the current base pay of the employee for each pay period. Such increases in pay shall not affect an employee's step advancement in the base

range pursuant to the Article on “Salary Rates and Step Advancements.”

Requests for Special Assignment Compensation may be initiated by the Fire Chief or an employee via the Fire Chief. The Fire Chief and the employee bear mutual responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this provision. It is important to obtain County’s Director of Human Resource’s or designee’s review of the request in advance of the date the employee begins the assignment, since there is no guarantee the request will be approved. Special Assignment Compensation is to be effective only with the County’s Director of Human Resource’s written approval, assignment of greater level duties, and signed acceptance of the employee.

## **STANDARD WORK WEEK**

### **Section 1 – 56 and 40 Hour Standard Work Week**

- (a) 56 Hour Average Work Week: The standard work week shall be a fifty-six (56) hour average work week schedule for employees in this Unit; however, employees shall be paid on a salary basis. Employees who code unpaid hours in a pay period will have the value of those hours deducted from their bi-weekly salary.

Employees who take time off with pay shall use accrued paid leave time on an hour-for-hour basis. Paid leave accruals and utilization for employees assigned to a fifty-six (56) hour average work schedule will be based on a 56 hour average work week.

- (b) 40 Hour Work Week: Employees placed on a forty (40) hour per week work schedule shall be considered full-time employees and shall accrue and utilize paid leaves based on 40 hours.

Employees who take time off with pay shall use accrued paid leave time on an hour-for-hour basis. Paid leave accruals and utilization for employees assigned to a forty (40) hour work week schedule will be based on a forty (40) hour standard work week.

### **Section 2 – Effect of Changing Standard Work Schedule**

In each instance where an employee moves from a 40 hour standard work week to a 56 hour average work week or from a 56 hour average work week to a 40 hour standard work week, such employee shall have all leave banks (e.g., Administrative Leave, Vacation Leave, Holiday Leave, Sick Leave “Old” and “New” banks, etc.) converted using a 1.4 conversion ratio. For example, an employee on a 56 hour average work week with a Vacation Leave balance of 200 hours who moves to a 40 hour work week will have his/her Vacation Leave balance converted to 142.85 hours.

## **TERM**

The term of this Memorandum of Understanding shall commence upon approval by the Board of Supervisors, and this Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of July 31, 2019 provided, however, during the month of January 2019, the Association may request to open on economic issues. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. (midnight) of July 31, 2019, the terms and conditions required by law shall continue in effect until a successor Memorandum of Understanding is approved by the Board of Supervisors or the dispute resolution procedure has been exhausted, whichever occurs sooner.

**TIME TRADES**

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

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

**TUITION REIMBURSEMENT AND MEMBERSHIP DUES**

County Fire has established an individual, departmental fund in the amount of \$1,000 for each fiscal year for each employee in the Unit to reimburse employees for tuition costs incurred for job-related education or career development or to reimburse membership dues in professional organization(s), providing each expenditure enhances furtherance of County Fire or continuing education goals.

Requests for reimbursement must be approved in advance by the Appointing Authority and shall not be paid in increments less than \$25.00 per fiscal year. The individual department fund is in addition to department budgeted and mandated training and memberships. Employees who successfully complete job-related education or courses may submit a request to be reimbursed beyond the limit of \$1,000 to their Appointing Authority for review. The Appointing Authority must then request and receive approval from the County Administrative Office to reimburse beyond the limit of \$1,000 per fiscal year per employee. In order to be eligible for reimbursement under this provision, the employee must take such course work outside regular work hours, and shall do no productive work for County Fire while attending the courses.

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

If reimbursement is approved and paid to the employee, and the employee leaves County Fire prior to completing two (2) years of County Fire service after completing the job-related education or coursework, the employee will reimburse County Fire according to the following schedule:

<b>Job-Related Education/Course Completion Date</b>	<b>Reimbursement</b>
Within 9 months	100%
After 9 months, but before 18 months	50%
After 18 months, but before 24 months	25%
After 24 months	0%

### **UNIFORM VOUCHER**

County Fire will provide a maximum of \$450.00 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.

### **USE OF BULLETIN BOARDS**

County Fire will furnish adequate bulletin board space where currently available. Only areas designated by the appointing authority may be used for posting of notices. Bulletin boards shall only be used for the following notices:

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

Posted notices, notices sent through interoffice e-mail or placed in an employee's work mailbox shall not be obscene, defamatory, or of a political nature, nor shall they pertain to public issues which do not include the County or Fire Department or its relations with employees. All notices to be posted must be dated and signed by an authorized representative of the Association, and must have the prior written approval of the appointing authority or authorized representative. County or Fire Department equipment, materials, supplies, or interdepartmental mail systems shall not be used for the preparation, reproduction, or distribution of notices, nor shall such notices be prepared by employees during their regular work time.

### **USE OF COUNTY/DISTRICT RESOURCES**

The Association may be granted permission to use County or Fire Department 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 or Fire Department needs. Permission to use County or Fire Department facilities must be obtained by the Association from the appropriate appointing authority or designated representative. The Association shall be held fully responsible for any damages to and the security of any County or Fire Department facilities that are used by the Association.

No County vehicles may be used in connection with any activity of the Association.

### **VISION CARE INSURANCE**

The District agrees to offer vision care insurance subject to carrier requirements. Selection of the vision care provider and the method of computing premiums shall be within the sole discretion of the District/County. The District will pay the premiums for vision care insurance for employees and their dependents if the employee is in a regular position scheduled for at least 40 hours and paid for at least one-half plus one of his/her average scheduled hours in a pay period or if the District is required to continue such paid coverage pursuant to applicable law (e.g., FMLA). Employees and eligible dependents who are no longer eligible for District-paid vision care insurance will have the option of enrolling in COBRA continuation coverage.

### **VOLUNTARY TIME OFF**

The Voluntary Time Off (VTO) Program is intended to provide employees a means of taking unpaid (i.e., non-compensated) time off work without losing fringe benefits (e.g. Medical Premium Subsidy, Opt-out/Waive amounts, vision care, RMT contribution, and life insurance) which depend on the employee being in a paid status. The following conditions apply:

- (a) VTO may be taken at the discretion of the Appointing Authority or designee in the same manner as vacation time except that VTO must be used in one-hour increments and is limited to eighty (80) hours per calendar year.
- (b) When VTO is taken, leave accruals continue as if the employee was on paid time. Vacation maximum accrual limits will be extended by the amount of VTO taken provided that the employee takes the vacation time off during the first thirteen (13) pay periods of the following calendar year. VTO time counts toward satisfying the minimum hour requirement to receive fringe benefits, such as Medical Premium Subsidy, Opt-Out/ Waive amount, County Fire-paid life insurance, and County Fire-paid vision care.
- (c) VTO does not count as hours worked for purposes of computing overtime. County Fire contributions to the retirement system under the Retirement System Contributions Article will only be paid if the employee is in a paid status in any pay period in which VTO is used and the employee receives enough earnings to pay his/her retirement contribution in that pay period, subject to applicable law.
- (d) VTO may not be used for situations that would otherwise require leave without pay, such as an employee on short-term disability, or in conjunction with leave without pay VTO may be used only by an employee who is otherwise on paid status.
- (e) VTO is an entirely voluntary program. No employee may be required to take VTO.
- (f) VTO may be taken by request of the employee and upon approval of the appointing authority.

### **WORK DISRUPTION**

The parties agree that no work disruptions shall be caused or sanctioned by the Association 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 concerned work action against County Fire is grounds for disciplinary action, including termination. The parties agree that no lockout of employees shall be instituted by County Fire during the term of this Agreement, unless such work disruptions occur.

**APPENDIX A**  
**APPROVAL BY BOARD OF DIRECTORS**  
**FIRE MANAGEMENT UNIT MOU**  
**2017 - 2019**

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

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

**DATED:**           FEB 06 2017          

**SAN BERNARDINO COUNTY  
FIRE PROTECTION DISTRICT**



Bob Windle  
County Labor Relations Chief

**ASSOCIATION OF SAN BERNARDINO COUNTY  
FIRE MANAGERS**



Steve Lasiter  
President

**RECOMMENDED FOR BOARD OF DIRECTORS APPROVAL:**



GREGORY C. DEVEREAUX  
Chief Executive Officer

**BOARD OF DIRECTORS**

\_\_\_\_\_  
**ROBERT A. LOVINGOOD**, Chairman

\_\_\_\_\_  
Date

Appendix B

Salary Schedule - Fire Management

Effective 2/18/2017

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	
\$ 43.62	\$ 44.67	\$ 45.75	\$ 46.94	\$ 48.16	\$ 49.42	\$ 50.72	\$ 52.04	\$ 53.41	\$ 54.81	\$ 56.24	\$ 57.72	\$ 59.23	\$ 60.79	<b>80 Hour</b>
\$ 31.16	\$ 31.91	\$ 32.68	\$ 33.53	\$ 34.40	\$ 35.30	\$ 36.23	\$ 37.17	\$ 38.15	\$ 39.15	\$ 40.17	\$ 41.23	\$ 42.31	\$ 43.42	<b>112 Hour</b>
\$ 3,489.92	\$ 3,573.92	\$ 3,660.16	\$ 3,755.36	\$ 3,852.80	\$ 3,953.60	\$ 4,057.76	\$ 4,163.04	\$ 4,272.80	\$ 4,384.80	\$ 4,499.04	\$ 4,617.76	\$ 4,738.72	\$ 4,863.04	Apprx. Bi-weekly
\$ 7,561.49	\$ 7,743.49	\$ 7,930.35	\$ 8,136.61	\$ 8,347.73	\$ 8,566.13	\$ 8,791.81	\$ 9,019.92	\$ 9,257.73	\$ 9,500.40	\$ 9,747.92	\$ 10,005.15	\$ 10,267.23	\$ 10,536.59	Apprx. Monthly
\$ 90,737.92	\$ 92,921.92	\$ 95,164.16	\$ 97,639.36	\$ 100,172.80	\$ 102,793.60	\$ 105,501.76	\$ 108,239.04	\$ 111,092.80	\$ 114,004.80	\$ 116,975.04	\$ 120,061.76	\$ 123,206.72	\$ 126,439.04	Annual 112 Hours

Effective 7/22/2017

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	
\$ 44.49	\$ 45.57	\$ 46.66	\$ 47.88	\$ 49.13	\$ 50.41	\$ 51.73	\$ 53.07	\$ 54.47	\$ 55.90	\$ 57.36	\$ 58.87	\$ 60.42	\$ 62.01	<b>80 Hour</b>
\$ 31.78	\$ 32.55	\$ 33.33	\$ 34.20	\$ 35.09	\$ 36.01	\$ 36.95	\$ 37.91	\$ 38.91	\$ 39.93	\$ 40.97	\$ 42.05	\$ 43.16	\$ 44.29	<b>112 Hour</b>
\$ 3,559.36	\$ 3,645.60	\$ 3,732.96	\$ 3,830.40	\$ 3,930.08	\$ 4,033.12	\$ 4,138.40	\$ 4,245.92	\$ 4,357.92	\$ 4,472.16	\$ 4,588.64	\$ 4,709.60	\$ 4,833.92	\$ 4,960.48	Apprx. Bi-weekly
\$ 7,711.95	\$ 7,898.80	\$ 8,088.08	\$ 8,299.20	\$ 8,515.17	\$ 8,738.43	\$ 8,966.53	\$ 9,199.49	\$ 9,442.16	\$ 9,689.68	\$ 9,942.05	\$ 10,204.13	\$ 10,473.49	\$ 10,747.71	Apprx. Monthly
\$ 92,543.36	\$ 94,785.60	\$ 97,056.96	\$ 99,590.40	\$ 102,182.08	\$ 104,861.12	\$ 107,598.40	\$ 110,393.92	\$ 113,305.92	\$ 116,276.16	\$ 119,304.64	\$ 122,449.60	\$ 125,681.92	\$ 128,972.48	Annual 112 Hours

Effective 7/21/2018

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	
\$ 45.39	\$ 46.48	\$ 47.60	\$ 48.83	\$ 50.11	\$ 51.42	\$ 52.77	\$ 54.14	\$ 55.57	\$ 57.02	\$ 58.51	\$ 60.05	\$ 61.63	\$ 63.25	<b>80 Hour</b>
\$ 32.42	\$ 33.20	\$ 34.00	\$ 34.88	\$ 35.79	\$ 36.73	\$ 37.69	\$ 38.67	\$ 39.69	\$ 40.73	\$ 41.79	\$ 42.89	\$ 44.02	\$ 45.18	<b>112 Hour</b>
\$ 3,631.04	\$ 3,718.40	\$ 3,808.00	\$ 3,906.56	\$ 4,008.48	\$ 4,113.76	\$ 4,221.28	\$ 4,331.04	\$ 4,445.28	\$ 4,561.76	\$ 4,680.48	\$ 4,803.68	\$ 4,930.24	\$ 5,060.16	Apprx. Bi-weekly
\$ 7,867.25	\$ 8,056.53	\$ 8,250.67	\$ 8,464.21	\$ 8,685.04	\$ 8,913.15	\$ 9,146.11	\$ 9,383.92	\$ 9,631.44	\$ 9,883.81	\$ 10,141.04	\$ 10,407.97	\$ 10,682.19	\$ 10,963.68	Apprx. Monthly
\$ 94,407.04	\$ 96,678.40	\$ 99,008.00	\$ 101,570.56	\$ 104,220.48	\$ 106,957.76	\$ 109,753.28	\$ 112,607.04	\$ 115,577.28	\$ 118,605.76	\$ 121,692.48	\$ 124,895.68	\$ 128,186.24	\$ 131,564.16	Annual 112 Hours

**Appendix C****FBOR APPEAL RIGHTS**

The Parties acknowledge that the unit members are covered by the Firefighters Procedural Bill of Rights (FBOR) contained in California Government Code Section 3250 et seq. The parties further acknowledge that all unit members hold positions that serve at the pleasure of the Appointing Authority. In order to comply with the Administrative Appeal Rights contained in Government Code 3254.5, the parties adopt the following procedures to govern such administrative appeals and agree that said procedure satisfies the requirements of FBOR. These procedures will only apply to matters requiring an administrative appeal pursuant to FBOR.

**Procedure:**

1. Notice of Proposed Adverse Action will be served on the subject employee and the Union with an explanation of the adverse action being taken as well as the evidence supporting the action.
2. Employee may request an Informal hearing (Skelly) on the matter within 10 days of service of the Notice of Proposed. Such request should be submitted in writing to the Fire Chief. If no request is made for an Informal Hearing, the matter shall be deemed final and no further appeal rights will be due and the Final Order will issue.
3. If an Informal Hearing has been requested, it will be held within 15 days of the request and will be conducted by the Fire Chief or his/her designee. The Fire Chief or designee will issue a decision on the Informal within 10 days of the meeting and serve the Final Order on the Employee and Union.
4. If the Employee is not satisfied with the Final Order, he/she may request a formal hearing by submitting the written request to the Director of Human Resources. A written request for a formal hearing must be made within 10 days of service of the Final Order. If no request is submitted within the 10 days, the matter will be deemed final and no further appeal rights will be due.
5. Upon receipt of a written request for Formal Hearing, the parties will follow the procedure outlined in the Grievance Procedure, Step 5 Arbitration. The Arbitration will provide for a full evidentiary hearing with opportunity for the Employee to fully defend against the Final Orders with a representative of his/her choice. The parties shall each bear its own costs associated with the Formal Hearing including each party to pay one half of the costs associated with the Arbitrator and Court Reporter. If the Employee is proceeding without the Union, he/she may request a waiver of costs.
6. The Decision of the Arbitrator will be deemed final and binding and no further appeal rights will be provided.
7. The parties acknowledge that this appeal procedure to comply with FBOR shall not be construed to create a property interest, if one does not otherwise exist by rule or law, in the case of battalion chief.