

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SAN BERNARDINO COUNTY  
FIRE PROTECTION DISTRICT  
AND  
SAN BERNARDINO COUNTY PROFESSIONAL  
FIREFIGHTERS  
IAFF, LOCAL 935**



**JULY 2, 2011 - DECEMBER 31, 2013**



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## **PREAMBLE**

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

The parties to this Agreement hereto have met and conferred in good faith exchanging various proposals in an attempt to reach agreement. The parties affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound and responsible management of District business, and amicable employer-employee relations. The parties acknowledge that productivity improvement can only be achieved as a by-product to valuing people.

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

## **RECOGNITION**

Pursuant to the provisions of local ordinance and applicable State law, the San Bernardino County Firefighters, IAFF, Local 935 (hereinafter Union), is hereby acknowledged as the exclusive recognized employee organization for District employees in the classifications of Firefighter, Engineer, and Captain, as well as employees in such classes as may be added to this listing hereafter by the District.

## **APPROVAL BY BOARD OF SUPERVISORS**

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

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

## **ASSIGNMENT TO VACANT HIGHER POSITION**

Employees directed to continuously perform duties in a vacant higher level regular position for which funds have been appropriated shall be entitled to a salary rate increase to the higher level for the time actually worked in excess of five (5) consecutively assigned shifts unless specifically waived by the employee. The salary rate increase will become effective the first day of the pay period following completion of the five shifts provided, however:

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

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

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

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

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

## **BENEFIT PLAN**

### **Section 1. Benefit Plan Contributions**

- (a) Employees in a regular position scheduled and paid for a minimum of fifty-six (56) hours per pay period are eligible to receive the benefits of this Article.
- (b) The District has established a Medical Premium Subsidy (MPS) to offset the cost of health plan premiums charged to eligible employees. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions to the San Bernardino County Employees' Retirement Association.
- (c) Under no circumstances will the MPS be prorated.
- (d) Employees who are on an approved medical leave of absence and whose paid hours in a pay period are less than fifty-six (56) hours will continue to receive the

MPS for up to six (6) pay periods per episode of illness or injury. Employees who are on an approved leave of absence without pay under the Family Medical Leave Act of 1993 will continue to receive the MPS for up to six (6) pay periods. Employees who are on a leave of absence without pay shall not be eligible to receive the MPS unless on a medical leave or a Family Medical Leave Act eligible leave.

## **Section 2. Section 125 Premium Conversion Plan**

- (a) Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for health insurance, dental insurance, voluntary life (to the IRS specified limit) and accidental death and dismemberment insurance premiums currently maintained for Unit employees or any other program(s) mutually agreed upon by the parties. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.
- (b) Benefit Plan elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.
- (c) To be eligible for this benefit, an employee must be in a regular position and be regularly scheduled to work at least fifty-six (56) hours in a pay period or be on an approved leave pursuant to the Family Medical Leave Act.
- (d) Election of pre-tax and after-tax payroll deductions shall be made within sixty (60) days of the initial eligibility period in a manner and on such forms designated by the County's Human Resources Benefits Chief. Failure to timely submit appropriate paperwork will result in after-tax deductions for all eligible premiums for the remainder of the Plan year.
- (e) Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document. Examples of mid-year qualifying events include: marriage, divorce, birth, adoption, death, over age dependent, the employee's or the employee's spouse's or domestic partner's reduction in work hours, loss of spouse's or domestic partner's employment, gain or loss of spouse's or domestic partner's insurance, relocation outside an HMO network service area, entitlement to Medicare for the employee's or the employee's dependent, significant increase in County insurance cost during the Plan year, loss or gain of Medicare or Medicaid coverage and spouse's, domestic partner's or dependent's open enrollment. The employee must submit request for a change due to a mid-year qualifying event within sixty (60) days of the qualifying event. The County's Human Resources Benefits Chief, or designee, will authorize changes as long as the change is made on account of and consistent with an employee's change in status.

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

- (a) All eligible employees scheduled to work fifty-six (56) hours or more per pay period in a regular position must enroll in a health and dental plan offered by the District/County. Employees who fail to elect health plan coverage will be automatically enrolled in the health and dental plan with the lowest bi-weekly premium rates available in the geographical location of the employee's primary residence.
- (b) To be eligible for District/County health and dental plan coverage, an employee must be in a regular position and have received pay for at least fifty-six (56) hours in a pay period or be on an approved leave pursuant to the Family Medical Leave Act.
- (c) Enrollment elections must remain in effect for the remainder of the Plan year unless an employee becomes ineligible for an HMO network service area.
- (d) Eligible employees may elect to enroll their dependents upon initial eligibility for health and dental insurance. Thereafter, newly eligible dependents may be enrolled within sixty (60) days of obtaining dependent status, as a result of birth, adoption, marriage, or registration of domestic partnership.
- (e) Notification of a mid-year qualifying event must be submitted to the Special Districts/County Fire Department Human Resources Division in accordance with procedures adopted by the District. Employees are responsible for notifying the District within sixty (60) days of dependent's change in eligibility for the District plans.
- (f) Dependent(s) must be removed mid-Plan year when a dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules, for example divorce, over age dependent, or termination of domestic partnership.
- (g) Premiums for coverage will be automatically deducted from the employee's pay warrant. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents.
- (h) Employees eligible for health plan coverage who are also enrolled in comparable group health plan sponsored by another employer or are covered by a spouse who is also employed with the District/County may elect to discontinue enrollment in their District sponsored health plan (opt-out or waive). All employees who elect to opt-out of District/County-sponsored health plan coverage or waive to a spouse during the term of this MOU, will receive twenty dollars (\$20.00) per pay period in lieu of the Medical Premium Subsidy described below.
- (i) Employees eligible for dental plan coverage who are also enrolled in a comparable group dental plan sponsored by another employer may elect to discontinue enrollment in their District/-sponsored dental plan.

- (j) The rules and procedures for electing to opt-out of District/County-sponsored health and dental plan coverage are established and administered by the County's Human Resources Employee Benefits and Services Division.
  - 1. Employees may elect to opt-out of District/County health and/or dental plan(s) within sixty (60) calendar days of becoming eligible for another employer-sponsored group plan. Proof of initial gain of other group coverage is required at the time that opt-out is elected.
  - 2. Employees may elect to opt-out of District/County-sponsored health and/or dental plan(s) during an annual open enrollment period. All employees who are newly opting-out during an open enrollment period must provide verification of other group coverage.
  - 3. Employees who voluntarily or involuntarily lose their other group health plan coverage must enroll in a District/County-sponsored health plan within sixty (60) calendar days. Enrollment in the District/County-sponsored plan will be provided in accordance with the requirements of the applicable plan. If the employee elects not to enroll their eligible dependents, the dependents may only be added at a subsequent annual open enrollment period.
  - 4. There must be no break in the employee's health plan coverage between the termination date of the other employer group coverage and enrollment in a District/County-sponsored health plan. Terms and conditions of the applicable plan will determine the required retroactive enrollment period and premiums required to implement coverage. Failure to notify the District of loss of group coverage within sixty (60) calendar days will require the employee to pay their insurance premiums retroactively on an after-tax basis.
- (k) An eligible employee whose spouse or domestic partner is also an eligible District/County employee may elect coverage as a dependent on their spouse's or domestic partner's District/County health and/or dental insurance plan in lieu of individual employee coverage. This is called a "waiver" to their District/County spouse's or domestic partner's District/County insurance coverage. Such election must be made within sixty (60) calendar days of the employee's, District/County spouse's or domestic partner's eligibility for District/County health and dental insurance. During the Plan year, an employee is responsible for notifying the District within sixty (60) days of ineligibility for the waiver, for example the spouse leaves District/County employment. Changes will become effective on the first day of the pay period following the receipt and approval of all appropriate documentation. Loss of the spouse or domestic partner's District/County plan coverage will require the employee to immediately enroll in the District/County's health and dental plans. Waivers may be changed during any subsequent annual health and dental open enrollment period.

#### **Section 4. Medical Subsidies**

- (a) Effective July 2, 2011, the District will establish a Medical Premium Subsidy (MPS) to offset the cost of health plan premiums charged to eligible employees. The MPS

shall not be considered compensation earnable for purposes of calculating benefits or contributions to the San Bernardino County Employees' Retirement Association. In no case, shall the MPS exceed the total cost of the health insurance premium for the coverage selected (e.g., when the MPS amounts below exceed the lowest HMO cost).

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

Coverage	Effective July 2, 2011
Employee Only	\$176.16
Employee + 1	\$376.59
Employee + 2	\$516.08

- (c) For employees assigned to work in the Needles, Trona, and Baker work locations, the District will establish a "Needles Subsidy." 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 health plan offered in these specific work locations and the lowest cost health plan provided by the District/County. This Subsidy will be established each year when premiums change for the District/County-sponsored health plans. The Subsidy will be discontinued when the lowest cost health plan becomes available to the employees.

**BILINGUAL COMPENSATION**

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

**CALL BACK**

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

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

## **CHANGES IN PROVISION AFTER ADOPTION**

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

## **DEFINITIONS**

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

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

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

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

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.

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

Service Hours – Refers to paid hours during an employee's regular tour of duty, up to 112 hours per pay period. Time without pay and overtime hours do not count as service hours.

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

## **DEMOTIONS**

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

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

## **DEPENDENT CARE ASSISTANCE PLAN**

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

DCAP will be administered by County's Human Resources Benefits Chief, consistent with said IRC Section.

- (a) To be eligible for this benefit, an employee must be in a regular position and be scheduled for a minimum of fifty-six (56) hours per pay period and be paid for a minimum of one half plus one of the scheduled hours, be on an approved leave designated as Family Medical Leave Act, or be on an approved Military Leave.
- (b) Enrollment in the Plan is limited to the annual open enrollment period or within sixty (60) calendar days of entry into an eligible position. Failure to submit the participation agreement within the time frame shall result in an election to not participate in the Plan.
- (c) Enrollment is required every Plan year.
- (d) An employee must elect to contribute to DCAP through salary reduction on forms approved by the County's Human Resources Benefits Chief. An employee election to participate shall be irrevocable for the remainder of the plan year. Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan year, except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document. Examples of mid-year "Change in Status" events include: marriage, divorce, birth, adoption, death, over age dependent, employee's or employee's spouse reduction in work hours, loss of spouse's employment, significant increase or decrease in the cost of child care, and spouse's or dependent's enrollment in a similar plan. The employee must submit a request for a change due to a mid-year Change in Status event within sixty (60) days of the qualifying event. The County's Human Resources Benefits Chief, or his/her designee, will authorize changes provided the change is made on account of and is consistent with an employee's Change in Status event.

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

## **DISTRICT MANAGEMENT RIGHTS**

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

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

## **DOWNGRADINGS**

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

## **ELIGIBILITY LIST**

For purposes of promotion, an eligibility list shall terminate three hundred and sixty-five (365) calendar days after established. However, upon the recommendation of the Fire Chief, and with approval of the Director of Human Resources or designee, an eligibility

list may be extended or reactivated in one hundred eighty (180) day increments, for a period not to exceed two (2) years from the first date established.

## **EMPLOYEE RIGHTS**

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

## **FLEXIBLE SPENDING ACCOUNT**

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

FSA will be administered by the County's Human Resources Benefits Chief, consistent with said IRC Sections.

- (a) To be eligible for this benefit, an employee must be in a regular position and regularly scheduled to work fifty-six (56) or more hours per pay period and paid for a minimum of one half plus one of the scheduled hours, be on an approved leave designated as Family Medical Leave Act or on an approved military leave.
- (b) Enrollment in the Plan is limited to the annual open enrollment period or no later than the last day of the pay period following the pay period of becoming eligible. Failure to submit an election agreement within the specified time frame shall result in an election to not participate in the Plan. The FSA Plan year will coincide with the County's Benefit Plan year.
- (c) Enrollment is required every Plan year. An employee must elect to contribute to FSA through salary reduction on forms approved by the County's Human Resources Benefits Chief.
- (d) Eligible employees may contribute, on a pre-tax basis, a minimum of twenty-five dollars (\$25.00) and a maximum of one hundred dollars (\$100.00) per biweekly pay period to a flexible spending account. An employee election to participate in the Plan shall be irrevocable for the remainder of the Plan year. Once a salary reduction has begun, in no event will changes to elections or discontinuation of contributions be permitted during the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document. Examples of eligible mid-year Change in Status events include: marriage, divorce, birth, adoption, death, over age dependent, , the employee's or employee's spouse's reduction in work hours, and loss of spouse's employment. The employee must submit a request for a mid-year Change in Status event within

sixty (60) days of the qualifying event. The County's Human Resources Benefits Chief, or designee, will authorize changes provided that the change is made on account of and consistent with an employee's qualifying Change in Status event.

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

## **GRIEVANCE PROCEDURE**

### **Section 1. Purpose**

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

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

A grievance is a disagreement between District management and an employee, groups of employees or the Union concerning the interpretation, application, or violation of a specific article(s) of this Memorandum of Understanding. The union may not independently submit a formal grievance in the absence of an aggrieved employee.

### **Section 3. Exclusions**

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

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

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

### **Section 5. Representation**

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

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

Time limitations are established to settle a grievance quickly. Time limits may be modified by written agreement of the parties. If at any step of this grievance procedure, the grievant is dissatisfied with the decision rendered, it shall be the grievant's

responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. The grievant shall promptly proceed to the next step if a reviewing official does not respond within the time limits specified.

## **Section 7. Steps in the Grievance Procedure**

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

- (a) Informal Grievance Disposition. Initially, the employee having a grievance shall personally discuss the complaint with the immediate supervisor informally. At this step, it is the responsibility of the employee to inform the supervisor that he/she is initiating the grievance process. Within four (4) calendar days, the supervisor, after conferring with the Battalion Chief (Division Chief if the grievant is a Captain) shall give the decision to the employee orally.
  
- (b) Employee Relations Division. If a mutually acceptable solution has not been reached in Step 1, the grievant shall submit the grievance in writing on appropriate forms supplied by the Employee Relations 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 grievance contains the information required (the date the employee became aware of the inequity or damage suffered, specific details of inequity or damage suffered; dates; names; and places), and (4) if the grievance alleges that a specific Memorandum of Understanding article(s) has been misinterpreted, misapplied, or violated.

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

- (c) Formal Grievance Procedure.

1. Step 1. If the grievance is accepted, the grievant shall, within seven (7) calendar days, submit the grievance to the Division Chief. The Division Chief, after conferring with the Assistant Chief, shall meet with the grievant and thoroughly discuss the grievance prior to issuing any response to the employee. Within four (4) calendar days, the Division Chief shall give the written decision to the employee on the appropriate form. If the Division Chief fails to reply within this time period, or issues a decision which is unsatisfactory to the employee, the employee may proceed to Step 2 of the formal grievance procedure.
2. Step 2. Within fourteen (14) calendar days after the Division Chief's response, the employee or employee representative may submit the written grievance to the Fire Chief. Within seven (7) calendar days after receipt of the grievance, the Fire Chief will call for a conference to allow for full discussion of the grievance with the parties involved and their representatives. Within fourteen (14) calendar days of the meeting, the Fire Chief must give a written decision on the appropriate form. If the employee is not satisfied with the decision of the Fire Chief, the employee may proceed to the next step.
3. Step 3. Within seven (7) calendar days after the Fire Chief's response, the employee shall submit the written grievance on the appropriate form to the Director of Human Resources or designee. The grievance shall state that a resolution of the issue was unattainable through the informal and formal procedures through Step 2, and that the formal hearing is now requested. Within fourteen (14) calendar days of receiving the grievance, the Director of Human Resources or designee, in concert with the Union, shall initiate the selection of a hearing officer as stated in the Article "Hearing Officer." The Hearing Officer shall conduct a formal hearing on the grievance within thirty (30) calendar days of appointment, in accordance with Section 8 of this procedure, unless the parties mutually agree to extend the time period.

## **Section 8. Grievance Hearing**

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

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

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

employee representative. Written notice stipulating the time and place of the hearing will be provided to all parties.

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

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

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

## **HAZARDOUS MATERIALS EXPOSURE RECORDS**

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

## **HEARING OFFICER**

Pursuant to the Article on "Grievance Procedure," Section 7, Step 3 and all disciplinary action appeals, the Hearing Officer shall be selected by the Director of Human Resources or designee and the Union. The parties will request the State Mediation and Conciliation service, or mutually agreed upon service, to supply a list of five (5) hearing

officers. As determined by lot, the parties shall alternatively strike a name until one (1) hearing officer remains. The parties may agree to select a hearing officer without the use of a formal list. Said hearing officer will be officially appointed by the Director of Human Resources or designee as the Hearing Officer who shall hear the appeal and formulate a written decision. All costs associated with the Hearing Officer including, but not limited to, a Certified Shorthand Reporter, will be shared equally between the parties, unless the Union does not endorse the members' grievance or disciplinary appeal. If this is the case, the individual, not the Union, will be financially responsible to share the costs.

### **INCIDENT ACCOMMODATIONS**

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

### **LABOR MANAGEMENT COMMITTEE**

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

Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. To this end, the parties agree that a Labor Management Committee comprised of management and employees shall be created. The purpose of such committee shall be to:

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

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

### **LAYOFF**

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

## LEAVE PROVISIONS

### Section 1. Vacation

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

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

- (d) Vacation leave should be taken annually with the approval of the Division Chief at such time as will not impair the work schedule or efficiency of the department, but with consideration given to the well-being of the employee. No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take vacation leave due to work urgency, the Director of Human Resources or designee will approve a waiver of the maximum allowed unused balance for a period not to exceed thirteen (13) pay periods.
- (e) The minimum charge against accumulated vacation leave shall be one (1) hour. After one (1) hour, the minimum charge shall be in fifteen (15) minute increments. Vacation shall be compensated at the employee's base rate of pay.
- (f) Employees not planning to return to District employment at the expiration of a vacation leave, except those retiring, shall be compensated at their base rate of pay in a lump sum payment for accrued vacation leave and shall not be carried on the payroll. Retiring employees may elect to use vacation leave to enhance retirement benefits or be compensated in a lump sum payment for accrued vacation leave. Terminating employees not covered by the above provisions shall be compensated at their base rate of pay for accrued vacation leave that they were entitled to use as of the date of termination.
- (g) An employee may elect to sell back accrued vacation leave up to a maximum of one hundred and twelve (112) hours at the then current base rate of pay. Eligible employees may exercise this option under procedures established by the Director of Human Resources, or designee. In lieu of cash, the employee may designate

that part or all of the value of vacation time to be sold back is allocated to a deferred income plan if such a plan is approved by the District and credit for vacation time is allowed under the plan. In order to sell back vacation leave prior to termination or retirement, an employee may exercise the following options.

1. Option 1 – Future Accruals. An employee must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's vacation leave accruals. Such election must be made in increments of not less than fourteen (14) hours, and may not exceed one hundred and twelve (112) hours. Once an election is made, the employee must request that the designated number of hours actually to 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.
2. Option 2 – Existing Accruals. Existing accruals may be cashed out in whole hour increments with a minimum of fourteen (14) hours and a maximum of one hundred and twelve (112) and will be subject to a ten percent (10%) penalty.

## **Section 2. Sick Leave**

- (a) Definition. Sick leave with pay is an insurance or protection provided by the District to be granted in circumstances of adversity to promote the health of individual employees. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy related illness, confirmed exposure to a serious contagious disease, or for a medical, optical, or dental appointment.
- (b) Bereavement Leave. A maximum of seventy-two (72) hours earned sick leave may be used, per occurrence, for bereavement due to the death of persons in the immediate family, or any relative living with the employee.
- (c) Attendance Upon Family Members. A maximum of sixty-seven (67) hours or one-half of their annual accrual, whichever is less, earned sick leave per fiscal year may be used for attendance upon the members of the employee's immediate family who require the attention of the employee. Immediate family as used in paragraphs (b) and (c) herein, is defined as parent, spouse, child, domestic partner, or child of a domestic partner as defined by California Family Code Section 297. Upon approval of the Fire Chief, or designee, the employee may use part of this annual allowance for attendance upon members of the employee's extended family residing in the employee's household, who require the attention of the employee. Extended family as used in (b) and (c) herein is defined as grandchild, grandparents, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, aunt, uncle, nephew, niece, foster child, ward of the court, or any step relations as defined herein.
- (d) Accumulation. Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of one hundred thirty-four (134) hours per year, or five point fifteen (5.15) hours per pay period. Earned sick leave shall be available for use on the first day following the payroll period in which it is

earned, provided that an employee must have completed thirteen (13) pay periods or its equivalent of continuous service from the employee's benefit date. Sick leave shall be accumulated to the maximum of one thousand nine hundred thirty-six (1,936) hours.

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

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

1. Birth/Adoption – A maximum of seventy-two (72) hours earned sick leave may be used per occurrence for the birth of a child or arrival of an adoptive child at the employee's home. An employee (father) may utilize on an annual basis no more than seventy-two (72) hours of accumulated sick leave per calendar year for the birth of his child.
2. Medical, Optical or Dental Appointments – The employee may use sick leave for medical, dental or optical appointments; however, every effort should be made to schedule the appointments at a time of day that will minimize the employee's time off work.

(h) Return-to-Work Medical Clearance:

1. Under the following circumstances, all employees who have been off work due to an illness or injury will report to the San Bernardino County Center for Employee Health and Wellness for a medical evaluation of their condition and authorization to return to work before returning to work.
  - a. Employees whose treating physician or other qualified medical provider has ordered job modification(s) as a condition for either continuing to work or for returning to work after an illness or injury. This applies to both occupational and non-occupational illness and injury.
  - b. Employees who have been off work due to communicable diseases such as, but not limited to, chicken pox and measles.
  - c. Employees who have been absent on account of a serious medical condition, when so directed by their appointing authority, and with concurrence of the San Bernardino County Center for Employee Health and Wellness.
2. Employees are required to attend return-to-work medical appointments at the Center for Employee Health and Wellness on their own time; however, mileage for attending such appointments are eligible for reimbursement at the IRS allowable rate at the time the mileage was incurred.
3. It is the responsibility of the employee, covered by (1) (a.) - (c.) above, to obtain written notice from their medical provider of their authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, the District shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to their Appointing Authority immediately upon receipt of their medical provider's authorization to return to work, and no later than 24 hours after receipt of the notice. The Appointing Authority or designee will schedule an appropriate medical evaluation for the employee with the Center for Employee Health and Wellness prior to the employee's return to work. The employee shall provide their medical provider's written notice of authorization to return to work to the Center for Employee Health and Wellness at or prior to the employee's scheduled appointment time.

4. Exceptions to the above requirements may be made on a case-by-case basis by the Medical Director or designee for the Center for Employee Health and Wellness.
  5. The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided, and there is a delay between the employee's appointment with the Center for Employee Health and Wellness and the start of his/her scheduled tour of duty on the day that he/she was released to return to work, the District will pay for work hours missed, without charge to the employee's leave balances.
  6. The final decision on the employee's ability to return to work rests with the medical provider at the Center for Employee Health and Wellness. In the event the employee is not released to return to work by the medical provider at the Center for Employee Health and Wellness, the employee's status would continue on sick leave or, where there is no balance, leave without pay.
- (i) Worker's 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 Worker's 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 Worker's Compensation sections or until said employee is retired.
- (j) Conversion of Sick Leave for Education Use. Employees may transfer accrued sick leave hours to a personal educational bank account on any of the following basis:
1. Any balance over fifty percent (50%) of the total annual accrued sick leave for the prior calendar year.
  2. Any balance over seventy-five percent (75%) of the total lifetime accrued sick leave on the books at the end of the calendar year.
  3. All accrued sick leave over 1,000 hours at the end of the prior calendar year.

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

- (k) Separation. Unused sick leave shall not be payable upon separation of the employee, except as provided for in the Retirement Medical Trust Article.

**Section 3. Holiday Leave**

- (a) Definition. Holiday leave is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well being of the employee. Under unusual circumstances, holiday leave may be used for sick leave purposes upon a special request of the employee with the approval of the Division Chief.
- (b) Accumulation. Employees in regular positions shall accrue, on a pro rated basis, holiday leave for completed pay periods. Such holiday leave allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed thirteen (13) pay periods or its equivalent of continuous service from the employee's benefit data. 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 pro rate basis.

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

- (c) Administration.
  1. Holiday leave should be taken annually with the approval of the Division Chief at such time as will not impair the work schedule or efficiency of the department, but with consideration given to the well-being of the employee. No employee shall lose earned holiday leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take holiday leave due to work urgency, the Director of Human Resources or designee will approve a waiver of the maximum allowed unused balance for a period not 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.

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

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

- a. Option 1-Future Accruals. An employee must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's holiday time accrual. Such election must be made in increments of not less than forty (40) hours and may not exceed one hundred fifty five (155) hours. Once an election is made, the employee must request that the designated number of hours actually be sold back by pay period twenty five (25) of the calendar year in which the election is effective or the hours will automatically be converted into cash in pay period twenty six (26).
- b. Option 2-Existing Accruals. Existing accruals may be cashed out in whole hour increments with a minimum cash-out of forty (40) hours and will be subject to a ten percent (10%) penalty.

#### **Section 4. Military Leave**

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

- (a) Definition – Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.
- (b) Notice and Orders – All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, copy of military orders must accompany the request for leave.

- (c) Temporary Active Duty – Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, step advances and benefits that would have been enjoyed had the employee not been absent, providing such employee has been employed by the District for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive their regular salary or compensation, pursuant to Section (e) of this Article.
- (d) Full-Time Active Duty – Employees who resign from their positions to serve in the Armed Forces for more than one hundred eighty (180) days, shall have a right to return to their former classification upon serving written notice to the appointing authority, no later than ninety (90) days after completion of such service. Returning employees are subject to a physical/psychological examination.

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

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

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

- (e) Compensation – This provision does not include an employee's attendance for inactive duty, commonly referred to as weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave. Any employee

meeting the requirements in (c) and (d) shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.

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

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

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

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

1. The employee must decline in writing the benefits of Section (f) of this Article prior to the due date of the Time and Labor Report (TLR). The employee must include the dates for which he/she is declining the benefit.
2. The employee must use accrued leave time for the entire pay period (i.e., District pay will not be integrated with military pay for partial pay periods).
3. Such written declination cannot be revoked or amended at a later date for a pay period for which the TLR has already been submitted.
4. Benefits, leave accruals, and pay will be administered per normal procedures for vacation pay; no additional benefits otherwise granted under this Article will be available.

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

### **Section 5. Compulsory Leave**

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

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

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

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

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

- (a) Medically incapacitated to perform the duties of the position.
- (b) Desires to engage in a relevant course of study which will enhance the employee's value to the District.
- (c) Takes a leave of absence pursuant to the Family Medical Leave Act, the California Family Right Act, and/or Pregnancy Disability Leave provisions under the Fair Employment and Housing Act (FEHA).
- (d) For any reason considered appropriate by the Fire Chief and the Director of Human Resources or designee.

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

At the expiration of leaves without right to return, employees must contact the district to have their name referred for a ninety (90) calendar day period to all job openings in their classification in the District for reemployment without examination, such time to run

concurrently with the ninety (90) day period or be terminated. Leaves of absence with right to return may only be granted to employees who have obtained regular status.

**Section 8. Jury Duty Leave**

Employees in regular positions who are ordered/summoned to serve jury duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Employees are required to provide the Appointing Authority with notice of the order/summons to serve jury duty upon receipt of such summons. Such employees will further be required to deliver a "Jury Certification" form at the end of the required jury duty to verify such service. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time.

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

**Section 9. Witness Leave**

Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action. When the subpoena has arisen within the scope of employment, the employee will be paid at their regular hourly rate of pay only for those hours actually spent in court. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. Travel time and meal time shall not be considered as time spent in court and shall not be considered hours worked for purposes of overtime. This benefit will be paid only if the employee has demanded witness fees at time of service of the subpoena, and such fees are turned over to the District. The employee may collect witness fees only if they waive payment by the District for time spent in court.

**Section 10. Examination Time**

Employees in regular positions shall be entitled to a reasonable amount of leave with pay for the purpose of applying for and taking District promotional examinations. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Examination time shall not be charged against accumulated leave balances and shall be compensated at the employee's base hourly rate of pay.

**Section 11. Blood Donations**

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

without pay. Evidence of each donation must be presented to the Division Chief to receive this benefit.

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

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

**Section 13. Benefit Date**

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

- (a) If the first working day of the pay period was worked, then the benefit date will be the first day of that pay period.
- (b) If the employee started any time after the first working day of the pay period, then the benefit date will be the first day of the following pay period.
- (c) The benefit date of an employee who is absent without pay may be adjusted accordingly.

**LIFE INSURANCE**

The District agrees to make available to each employee a group term life insurance program wherein the employee may purchase, through payroll deductions, term life insurance in accordance with the insurance carrier's Certificate of Insurance. Selection of the insurance provider(s), the method of computing the premiums and administration of the plan shall be within the sole discretion of the County.

**MAINTENANCE OF BENEFITS**

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

**MAINTENANCE OF MEMBERSHIP**

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

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

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

## **“ME TOO” AGREEMENT**

### Section 1

The Board of Supervisors recognizes that members of Local 935 agreed to the elimination and reduction of certain existing compensation and benefits as follows:

- reduce all step increments from approximately 5% to approximately 2.5% for all current and newly-hired employees;
- eliminate the County pick-up (up to 7%) of the employee’s share of retirement system contributions for all current and newly-hired employees (not including retirement subsidy for Exempt employees); and
- establish caps, at then-current levels, on Medical Premium Subsidy contribution for all employees, and convert all remaining employees receiving the Flexible Benefit Plan contribution to Medical Premium Subsidy;

The Board of Supervisors has already approved elimination and reduction of existing compensation listed above for the Exempt group.

### Section 2

If any other bargaining unit does not agree to reduce or eliminate any particular compensation and/or benefit item above at such time as their Memorandum of Understanding expires, the Board of Supervisors will either (1) restore to the Exempt group and those bargaining units that have already agreed to said reductions the compensation and/or benefit provisions above, on a pro-rated basis or in a comparable manner, retroactive to the date of the Board of Supervisors approval of this agreement, (2) impose such benefit elimination or reductions on bargaining units that do not agree after exhaustion of the dispute resolution procedure contained in the applicable Employee Relations Ordinance, or (3) reduce positions and/or budget in the impacted departments by the value of the reductions which would have been obtained if the reductions in compensation would have been applied to the employees in that bargaining unit. Additionally, if one bargaining unit receives a newly negotiated across-the-board enhancement in compensation and/or benefits for all its members, excluding those enhancements for which the County, other County Fire, and Special Districts’ bargaining units are already contractually obligated, such enhancement shall also be automatically applied to all other bargaining units including the Exempt group. The provisions listed in Section 2 shall automatically expire at the end of the term of the Memorandum of Understanding.

## **MEDICAL EMERGENCY LEAVE**

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

- (a) The employee must have regular status or one (1) year of continuous service in a regular position with the District.
- (b) The employee must meet all of the following criteria before he or she becomes eligible for Medical Emergency Leave donation: (1) be on an approved medical leave of absence for at least thirty (30) consecutive calendar days (two hundred and forty (240) working hours) exclusive of an absence due to a work related injury/illness; (2) submit a doctor's off work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days (two hundred and forty (240) working hours); (3) have exhausted all useable leave balances prior to initial eligibility – subsequent accruals will not affect eligibility; and (4) have also recorded at least one hundred twelve (112) hours of sick leave without pay during the current period of disability.
- (c) An employee is not eligible for Medical Emergency Leave if he or she is receiving Workers' Compensation benefits.
- (d) Vacation, holiday, and compensatory time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours, [or in the case of holiday leave, only, four (4) hours] not to exceed a total of fifty percent (50%) of an employees' annual vacation, holiday, or compensatory time accrual per employee. The donation may be made for a specific employee, regardless of rank of occupational unit, in the time frames established by the County's Human Resources Department. The employee (donee) receiving the Medical Emergency Leave will be taxed accordingly.
- (e) The donation is to be for the employee's Medical Emergency Leave only; the donation to one (1) employee is limited to a total of one thousand four hundred and fifty six (1,456) hours per fiscal year.
- (f) The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee. Medical Emergency Leave is not for use to care for a member of the employee's family. Job and/or personal stress (not the result of a diagnosed mental disorder) are specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by the Center for Employee Health and Wellness or medical designee, is required.
- (g) The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies per the minimum paid hours per pay period requirement of the Benefit Plan Article, or the requirement of Federal and State Family Leave Acts, as applicable to the individual employee. An employee receiving leave under this program is not eligible for receipt of any

accruals such as vacation, administrative leave, annual leave, holiday, sick leave, or retirement credit.

- (h) Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.
- (i) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals to be utilized as follows:
  - 1. An employee who resigns while on Medical Emergency Leave, or the beneficiary of an employee who dies while on Medical Emergency Leave, shall be paid at one hundred percent (100%) of his/her base hourly rate of pay for all unused Medical Emergency Leave at time of resignation or death in accordance with payroll procedures established by the County Auditor/Controller.
  - 2. An employee on Medical Emergency Leave who has received the approval of his/her physician and the Center for Employee Health and Wellness to return to full-time work shall have all unused Medical Emergency Leave converted to an equal amount of sick leave which will be available to the employee according to the Sick Leave Article of the Memorandum of Understanding.
  - 3. An employee on Medical Emergency Leave who has received the approval of his/her physician and 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), or on modified duty, may record a combined total of work time and Medical Emergency Leave not to exceed each pay period the lesser of one hundred twelve (112) hours or the employee's normally scheduled hours of work.
- (j) Solicitation of donors shall be regulated by the County's Human Resources Department, Employee Benefits and Services Division, names of donors are to be confidential, and the privacy rights of the donee upheld per legal requirements.
- (k) All donors and donees shall sign release forms designed, retained, and affected by the County's Human Resources Department, Employee Benefits and Services Division.

## **MERIT ADVANCEMENTS**

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

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

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

- (b) If no work performance evaluation is filed, or if an employee received an overall "Unsatisfactory" or "Improvement Needed" evaluation, the employee's step advancement may not be granted on the date due.
- (c) In cases where no work performance is filed, an employee should contact the supervisor who must complete and file the work performance evaluation within fourteen (14) calendar days. If the employee is rated as "Meets Job Standards" or better, the employee will be granted the step advance retroactive to the employee's salary benefit date.

## **Section 2: Denied Steps**

A denied step advancement can be granted following any sequences of a twenty-eight (28) calendar day review period of the employee's performance.

## **ON CALL COMPENSATION**

- (a) On call duty requires the employee to return a call or page as soon as practicable but not to exceed one (1) hour.
- (b) To be on call an employee shall: (A) leave a telephone number where they can be reached or wear a communicating device; and (B) be able to report to their work site within one (1) hour after notification or normal travel time between home and the work site. Employees can also be given a designated time of later than one (1) hour to report by the Fire Chief or designee.
- (c) While assigned on call duty, the employee shall be free to use the time for his or her own purposes.
- (d) On call duty shall be compensated at the rate of three dollars twenty-five cents (\$3.25) for each full hour of duty or portion thereof. On call time shall not count as hours worked.
- (e) The employee shall not receive on call compensation once the employee begins work.

## **OVERTIME**

- (a) Definition. Overtime shall be defined as all hours actually worked in excess of one hundred eighty two (182) hours per work period. A work period shall be twenty four (24) days. For purposes of defining overtime, paid leave time shall be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is non-cumulative and non-payable when incurred in units of less than fifteen (15) minutes.

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

- (b) Overtime Compensation. Any employee authorized by the Division Chief or authorized representative to work overtime shall be compensated at premium rates; i.e., one and one-half (1-1/2) times the employee's regular rate of pay.
- (c) Payment. Payment for overtime shall be made on the first payday following the pay period in which overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.
- (d) Work Period. The work period for purposes of overtime, established for employees in this unit, shall be twenty-four (24) days. All work periods which define overtime based as other than time worked in excess of forty (40) hours are established pursuant to section 207(k) of the Fair Labor Standards Act (FLSA), 29 USC 201 et sec.

## **PARAMEDIC PAY**

Employees who are certified by the District as a paramedic and by management to perform paramedic functions on a full-time regular basis, in addition to their regular fire suppression duties, shall receive paramedic pay. The compensation shall be five hundred fifty dollars (\$550) per month, in the amount of two hundred fifty-three dollars and eighty-six cents (\$253.86) per pay period. Employees receiving such pay are required to maintain certification and to perform paramedic duties. Upon written request, a Certified Paramedic will be considered for placement in a current or future vacancy in the same rank, which is not designated as having paramedic responsibilities.

An employee who is not regularly assigned as a Paramedic but who is certified by the District as a paramedic, and is actually assigned by management to perform paramedic functions on an occasional relief or special assignment basis, shall receive fifty dollars (\$50) per month, in the amount of twenty-three dollars and eight cents (\$23.08) per pay period.

## **PHYSICAL FITNESS AND APPEARANCE**

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

treatment action shall be the full responsibility of the employee. The District has the right to establish and maintain physical fitness standards as necessary, using the labor management process as defined in this agreement.

## **PROMOTIONS**

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive at least the entrance rate of the new range, or a five percent (5%) salary increase, whichever is greater, provided that no employee is thereby advanced above step eleven (11) of the higher base salary range. An employee that has six (6) or fewer pay periods until a step advancement is due at the time of promotion, shall have the next step rate used to determine their new pay rate at the time of promotion. At the discretion of the Fire Chief, and with the approval of the 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 Director of Human Resources or designee. A promoted employee shall be required to serve a new probationary period of twenty-six (26) pay periods prior to attaining regular status. Advancement to the next appropriate step shall be contingent upon the completion of twenty-six (26) pay period hours of satisfactory work performance on the current step.

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

## **PROVISIONS OF LAW**

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

## **REEMPLOYMENT**

A regular employee who has terminated District employment, and who is subsequently rehired in the same classification in a regular position within a ninety (90) calendar day period, may receive restoration of salary step, annual leave accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with the Article of "Leave Provisions") and the Retirement Plan Contribution rate (provided the employee complies with any requirements established by the

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

## **RETIREMENT FORMULA**

The County Fire and Local 935 agree to cooperate in taking whatever actions are necessary, including supporting necessary legislation, to implement a new retirement formula for employees newly-hired into a Safety retirement-eligible position.

## **RETIREMENT MEDICAL TRUST FUND**

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

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

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

At retirement (including disability retirement), all eligible employees will be required to contribute the cash value of their unused sick leave balances to the Trust, in accordance with the conditions described below.

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

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

Effective the first pay period in January 2007, the County shall contribute to the Trust an amount equal to a percentage of the base biweekly salary of eligible employees as follows:

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

Contributions to the Trust shall not be considered earnable compensation.

## **RETIREMENT SYSTEM CONTRIBUTIONS**

### **Section 1: Eligibility**

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

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

### **Section 2: District Contributions**

The District will pick up a portion of the employee's required contribution to the San Bernardino County Employee's Retirement Association in the amount of one percent (1%) of the employee's earnable compensation as defined in the San Bernardino County

Retirement Board bylaws. The employee must choose to have the contribution designated as all employer or all employee contributions for retirement purposes.

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

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

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

### **Section 3: Remaining Employee Contributions**

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

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

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

#### **Section 4: Special Provisions**

Employees who have thirty (30) years of service credit and no longer make retirement contributions under the provisions of the County Employees Retirement Law of 1937 shall be paid in cash one percent (1%) of earnable compensation as defined by the Bylaws of the Retirement Board.

Employees with 25 years of service as set forth in Government Code section 31625.3 as of July 2, 2011, and who have 30 years of service credit as set forth in Government Code section 31625.3 shall have one opportunity during the employee's employment to receive cash payments of seven percent (7%) of earnable compensation for up to twenty-six (26) consecutive pay periods. Except as provided herein, effective July 2, 2011, employees who have 30 years of service credit shall not be paid in cash seven percent (7%) of earnable compensation.

#### **Section 5: Retirement Formula 3% at 50**

The District agrees to adopt a resolution to make Section 31664.1 of the Government Code (3% at 50 Retirement Formula) applicable to eligible members of this Unit on October 1, 2003. The District further agrees to adopt 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.

The parties agree that upon implementation of these resolutions, the eligible employees in this Unit shall be required to pay an additional two and one-half percent (2.5%) of compensation, earnable on a pre-tax basis, each pay period into the Retirement System, above and beyond the employee contribution rates established by the Board of Retirement on an annual basis.

#### **SALARY ADJUSTMENT**

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

#### **SALARY ADJUSTMENT TRIGGERS**

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

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

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

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

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

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

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

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

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

## **SALARY RATES AND STEP ADVANCEMENTS**

New employees shall be hired at the step one (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 the step eleven (11) with the approval of the Fire Chief and Director of Human Resources. Except for promotions, all step advancements shall be based upon one (1) step increment in the base salary range. Within the base salary range, all step advancements will be on the first of each pay period. Approval for advancement shall be based upon satisfactory work performance and completion of required length of service in the classification and upon the recommendation of the Fire Chief. All newly hired Firefighters will be eligible for step advancement upon the completion of twenty-six (26) pay periods of satisfactory work performance.

An employee whose step advancement is denied shall not be eligible for reconsideration of step advancement except as provided in the Article on "Merit Advancements." The time required for step advancement shall be extended by any time spent on leave without pay, which exceeds fifty-six (56) hours in any pay period. The Director of Human Resources may authorize the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or

unfairness due to the application of any rule or policy, or to correct any salary inequity or payroll error or omission including any such action which may have arisen in prior fiscal years.

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

Effective July 2, 2011, and at the beginning of each month thereafter, the County will pay to Local 935, nineteen dollars and fifty cents (\$19.50) times the number of unit employees in regular positions at that particular time for the STD plan picked by Local 935. Participation is mandatory for all Unit employees. Local 935 shall have sole fiduciary and administrative responsibility to pay premiums to provider. These payments shall not be reported to the Retirement System as "Earnable Compensation."

### **SMOKING**

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

### **SPECIAL ASSIGNMENT COMPENSATION**

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

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

- (a) Special assignment compensation will be in the form of a bonus equivalent to a specified percentage of the employee's base pay. The Fire Chief, with a recommendation from the Division Chief, will determine the amount of increments of one-half 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 ( $7\frac{1}{2}\%$ ). It is the responsibility of the requesting district to bear the cost of additional compensation. The bonus will be

computed at the specified percentage of the current base pay of the employee for each pay period and will be paid each pay period, except that the final payment of an award which terminates between such payment dates shall be made on the scheduled pay day after the next complete pay period following such termination.

- (b) Prior to the assignment of special assignment duties, that is the temporary assignment of more difficult duties requiring a greater level of skills(s), approval via the signed form must be received from the Fire Chief. Compensation is to be effective only with written approval and assignment of the greater level of duties, with a signed acceptance by the employee. In no case, will awards be made retroactive, to the date preceding the date of approval by the Fire Chief. The Division Chief and the employee bear mutual responsibility for adherence to the special assignment compensation provision as defined above. The Fire Chief has the final and binding authority in that review process to apply or not apply special assignment compensation and, if awarded, the amount. The decision on the employee's request for a review, shall be rendered by the Fire Chief within thirty (30) days of the request. At the end of the one (1) calendar year assignment, special compensation leave may be renewed by the Fire Chief.

## **SPECIALTY PAY DIFFERENTIAL**

Effective January 7, 2006, the District will establish a pay differential for an Urban Search and Rescue Team (USAR Team) and a Hazardous Materials Team (Haz Mat Team). Employees who volunteer to be on a team and receive the differential must meet and maintain the necessary training and certification standards established by the Department. With the approval of the Fire Chief or designee, the Department shall pay for the tuition and certification associated with USAR and Haz Mat classes or courses. Employees who volunteer to obtain the necessary certifications for inclusion on a team shall be required to attend said classes or courses on their own time.

### **Section 1: Urban Search & Rescue Team (USAR Team)**

Up to a total of forty-eight (48) 935 Unit employees assigned to a USAR designated station, as determined by management, (a maximum 12 employees per station) who meet the criteria for inclusion on the USAR Team shall receive \$250.00 per month (\$115.38 per pay period). Up to a total of twenty-seven (27) additional 935 Unit employees who meet the criteria for inclusion on the USAR Team who are not assigned to a USAR station shall be eligible to receive \$50.00 per month (\$23.08 per pay period) to maintain the necessary USAR Team certifications.

### **Section 2: Hazardous Materials Team (Haz Mat Team)**

Up to a total of twenty-four (24) 935 Unit employees assigned to a Haz Mat designated station, as determined by management, (a maximum 12 employees per station) who meet the criteria for inclusion on the Haz Mat Team shall receive \$300.00 per month (\$138.46 per pay period). Up to a total of twelve (12) additional 935 Unit employees who meet the criteria for inclusion on the Haz Mat Team who are not assigned to a Haz Mat station shall be eligible to receive \$75.00 per month (\$34.62 per pay period) to maintain the necessary Haz Mat Team certifications.

## **STAFFING**

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

## **STAFFING DESK**

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

## **STANDARD TOUR OF DUTY**

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

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

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

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

## **STANDARD WORK WEEK**

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

## **STANDBY**

Employees in regular positions, who are released from active duty but are required by the District to leave notice where they can be reached and be available to return to active duty when required by the district, shall be assigned to standby duty. Standby duty requires that employees so assigned shall: (1) be ready to respond immediately; (2) be reachable by telephone or other communicating devices; (3) be able to report to

active duty within a specified period of time; and (4) refrain from activities which might impair their ability to perform assigned duties. Assignment of duty shall be compensated at minimum wage as provided in the Fair Labor Standards Act for each full hour of standby duty. Said compensation is exclusive of any hours worked under provisions of the Article on "Call Back." Standby hours under this Article shall count as hours worked for overtime purposes.

## **TERM**

The term of this Memorandum of Understanding shall commence as of July 2, 2011, and shall expire at 12:00 a.m. (midnight) December 31, 2013. In the event either party hereto desire to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the month of July 2013 its written request to commence negotiations. Upon receipt of such written request, negotiations shall begin no later than thirty (30) calendar days after such receipt. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. (midnight) of December 31, 2013, the terms and conditions of this Memorandum of Understanding shall be extended one (1) year or until a successor Memorandum of Understanding is adopted.

## **TIME TRADES**

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

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

## **TRAINING OFFICER**

Captains assigned to the Training Division shall receive the following incentives after determination of appropriate training and certifications.

Assistant Training Officer: A five percent (5%) salary incentive plus an additional two and one-half percent (2½%) paid after two (2) years of continuous service in the

Training Division at the Assistant Training Officer Level; another two and one half percent (2½%) is paid after (4) four years of continuous service at the Assistant Training Officer level.

Senior Training Officer: A seven and one-half percent (7½%) salary incentive plus an additional two and one-half percent (2½%) paid after two (2) years of continuous service in the Training Division at the Assistant Training Officer level or above; another two and one-half percent (2½%) is paid after four (4) years of continuous service at the Assistant Training Officer level or above.

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

### **UNIFORM ALLOWANCE**

1. The County shall provide an annual uniform allowance in the sum of four hundred fifty dollars (\$450.00) to employees in this Unit in regular positions on payroll in a paid status as of January 1 of each year to compensate for costs associated with uniform purchase, maintenance, cleaning and replacement. Payment shall be made in the month of January each year. Employees on a leave of absence without pay on January 1 shall receive the uniform allowance upon return to paid status. Any employee separating from County employment at the conclusion of a leave of absence shall not receive the uniform allowance.
2. New employees, after successful completion of probation, shall receive an additional one hundred twenty-five (\$125.00) for the purchase of the required Class A uniform. This payment shall be requested within six (6) months of completing probation and shall be paid within four (4) pay periods of being requested.
3. No purchase orders will be issued after July 2, 2011. All Unit members shall be paid any remaining calendar year 2011 uniform allowance in the month of August 2011.

### **UNION BUSINESS**

- (a) Union members shall be granted a reasonable amount of District time to perform their Union functions, including attendance at Union meetings, conventions, conferences, and seminars, without loss of pay, provided that the time off will not create force-hiring or any reduction of emergency units or personnel. Leave time shall be approved by the Fire Chief, County Executive Officer or the designee of either prior to taking such leave. The Union shall keep the Fire District informed of Executive Board members at all times.
- (b) The District agrees to allow Union officials time during non-active duty hours to perform the following Union functions:

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

## **UNION DUES**

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

The District may charge a service fee of five cents (\$.05) per pay period deduction per employee for the processing of such deductions. Said District shall not be liable to the Union, employees, or any party by reason of the requirements of this Article for the remittance of any sum other than that constituting actual deductions made from employee wages earned, less the service fee. The Union shall hold the District harmless for any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the District Under this Article.

## **VISION CARE INSURANCE**

Subject to carrier requirements, the District will pay the premiums for vision care insurance for employees (employee-only coverage) in regular positions. Eligible employees may elect to purchase coverage for their dependents pursuant to the Section 125 Premium Conversion Plan.

## **UPGRADING**

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

## **WORK DISRUPTION**

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

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LOCAL 935  
SALARY SCHEDULE 2011

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	
<b>FireFighter</b>												
893	\$ 17.80	\$ 18.25	\$ 18.71	\$ 19.19	\$ 19.66	\$ 20.15	\$ 20.65	\$ 21.16	\$ 21.70	\$ 22.22	\$ 22.78	
2% equity	\$ 1,993.60	\$ 2,044.00	\$ 2,095.52	\$ 2,149.28	\$ 2,201.92	\$ 2,256.80	\$ 2,312.80	\$ 2,369.92	\$ 2,430.40	\$ 2,488.64	\$ 2,551.36	Apprx. Bi-weekly
3% cola	\$ 4,319.47	\$ 4,428.67	\$ 4,540.29	\$ 4,656.77	\$ 4,770.83	\$ 4,889.73	\$ 5,011.07	\$ 5,134.83	\$ 5,265.87	\$ 5,392.05	\$ 5,527.95	Apprx. Monthly
<b>Engineer</b>	\$ 51,833.60	\$ 53,144.00	\$ 54,483.52	\$ 55,881.28	\$ 57,249.92	\$ 58,676.80	\$ 60,132.80	\$ 61,617.92	\$ 63,190.40	\$ 64,704.64	\$ 66,335.36	Annual
894	\$ 20.41	\$ 20.92	\$ 21.45	\$ 21.98	\$ 22.54	\$ 23.11	\$ 23.68	\$ 24.28	\$ 24.89	\$ 25.49	\$ 26.12	
	\$ 28.57	\$ 29.29	\$ 30.03	\$ 30.77	\$ 31.55	\$ 32.36	\$ 33.16	\$ 33.99	\$ 34.84	\$ 35.68	\$ 36.57	80 hour
3% equity	\$ 2,285.92	\$ 2,343.04	\$ 2,402.40	\$ 2,461.76	\$ 2,524.48	\$ 2,588.32	\$ 2,652.16	\$ 2,719.36	\$ 2,787.68	\$ 2,854.88	\$ 2,925.44	Apprx. Bi-weekly
3% cola	\$ 4,952.83	\$ 5,076.59	\$ 5,205.20	\$ 5,333.81	\$ 5,469.71	\$ 5,608.03	\$ 5,746.35	\$ 5,891.95	\$ 6,039.97	\$ 6,185.57	\$ 6,338.45	Apprx. Monthly
<b>Captain</b>	\$ 59,433.92	\$ 60,919.04	\$ 62,462.40	\$ 64,005.76	\$ 65,636.48	\$ 67,296.32	\$ 68,956.16	\$ 70,703.36	\$ 72,479.68	\$ 74,226.88	\$ 76,061.44	Annual
895	\$ 24.28	\$ 24.89	\$ 25.51	\$ 26.15	\$ 26.80	\$ 27.48	\$ 28.16	\$ 28.86	\$ 29.59	\$ 30.30	\$ 31.07	
	\$ 33.99	\$ 34.85	\$ 35.72	\$ 36.61	\$ 37.53	\$ 38.47	\$ 39.42	\$ 40.40	\$ 41.43	\$ 42.42	\$ 43.49	80 hour
4% equity	\$ 2,719.36	\$ 2,787.68	\$ 2,857.12	\$ 2,928.80	\$ 3,001.60	\$ 3,077.76	\$ 3,153.92	\$ 3,232.32	\$ 3,314.08	\$ 3,393.60	\$ 3,479.84	Apprx. Bi-weekly
3% cola	\$ 5,891.95	\$ 6,039.97	\$ 6,190.43	\$ 6,345.73	\$ 6,503.47	\$ 6,668.48	\$ 6,833.49	\$ 7,003.36	\$ 7,180.51	\$ 7,352.80	\$ 7,539.65	Apprx. Monthly
	\$ 70,703.36	\$ 72,479.68	\$ 74,285.12	\$ 76,148.80	\$ 78,041.60	\$ 80,021.76	\$ 82,001.92	\$ 84,040.32	\$ 86,166.08	\$ 88,233.60	\$ 90,475.84	Annual