

Side Letter Agreement

San Bernardino County Professional Firefighters IAFF, Local 935 Ambulance Operators Unit

Leave Provisions

Section 2: Annual Leave

- (a) Definition. Effective December 22, 2018, County Fire shall establish Annual Leave for Unit employees in lieu of any other vacation or holiday leave provisions. Employees with any existing Vacation and/or Holiday Leave at that time shall have all such leave converted into Annual Leave. Annual 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. If an employee has exhausted Sick Leave, Annual Leave may be used for Sick Leave purposes upon a special request of the employee and with the approval of the Appointing Authority.
- (b) Accumulation. Employees in regular positions shall accrue, on a pro-rata basis, Annual Leave for completed pay periods. Except as provided in Section 4 of this Article, employees in regular positions paid less than eighty (80) hours per pay period shall receive Annual Leave accumulation on a pro-rata basis provided, however, that there shall be no prorating of the maximum accumulations. Such Annual 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 13 pay periods of continuous service from the employee's hire date.

Employees shall receive full leave accruals when they work less than 40 hours per week, but at least 72 hours per pay period (e.g., An AO who works 96 hours the 1st week of pay period and zero hours the 2nd week of pay period will accrue leave based on 80 hours/pp).

Effective pp13/2022 the County will recognize the new holiday of June 19th as such employees will be awarded 8 hours of Annual Leave and the Maximum Allowed Unused Balance will be increase to 373, 449, and 525 hours.

Effective pp14/2022		
Length of Service From Hire Date Rate	Hours Per Year/Accrual Rates Per Pay Period	Maximum Allowed Unused Balance
From Hire Date through 104 pay periods*	192-200 hours/ 7.692385	365-373 hours
Over 104 & through 234 pay periods*	232-240 hours/ 8.9239.230	441-449 hours
Over 234 pay periods*	272-280 hours/ 10.462769	517-525 hours

*Assumes the employee has completed the required number of service hours in each pay period.

Modified Benefit Option

Section 3: Benefits and Leaves

- (e) Paid Time Off (PTO).
- (2) Accumulation. Employees who select the MBO shall accrue PTO each pay period on a pro-rata basis. Except as provided below, employees in regular positions paid less than eighty (80) hours per pay period shall receive PTO accruals on a pro-rata basis provided, however, that the maximum allowed combined unused Annual and PTO balance shall not be prorated. Employees shall receive full PTO accruals when they work less than 40 hours per week, but at least 72 hours per pay period (e.g., An AO who works 96 hours the 1st week of a pay period and zero hours the 2nd week of that same pay period will accrue PTO based on 80 hours per pay period). PTO shall be available for use on the first day

following the pay period in which it is earned. Employees shall accrue PTO each pay period as provided in the chart below.

Effective pp13/2022 the County will recognize the new holiday of June 19th as such employees will be awarded 9 hours of Annual Leave and the Maximum Allowed Unused Balance will be increase accordingly.

<u>Effective pp14/2022</u>				
	PTO Allowance (Assumes 80-hour Schedule)	Accrual Rate Per Pay Period (Assumes 80-Hour Schedule)	Maximum Allowed Unused PTO Balance	Maximum Allowed Combined Unused Annual Leave and PTO Balance for Employees Who Convert to the Modified Benefit Option
From Hire Date through 104 pay periods*	<u>222-231</u> hours	8. <u>54-88</u> hours	<u>335-344</u> hours	<u>423-432</u> hours**
Over 104 pay periods through 234 pay periods*	<u>262-271</u> hours	10. <u>08-42</u> hours	<u>395-404</u> hours	<u>494-503</u> hours**
Over 234 pay periods*	<u>302-311</u> hours	11. <u>62-96</u> hours	<u>455-464</u> hours	<u>565-574</u> hours**

*Assume employee has completed the required number of service hours in each pay period.

**The employee's maximum allowed PTO balance may not exceed 335344, 395404, or 455464 hours, as applicable.

(5) PTO Cash-Out. On one occasion each calendar year during the term of the MOU, an employee who had used eighty (80) or more hours of specified leave (i.e., vacation leave and/or PTO) during the preceding calendar year may elect to convert up to sixty (60) hours of accrued PTO into a cash payment, at the base rate of pay in effect at the time of the cash-out. In order to sell back PTO, an employee must make an irrevocable election (i.e., pre-designation) during the month of December, specifying the number of hours to be sold back from the next year's PTO accrual. During the calendar year following the pre-designation, no more than three (3) requests may be made to cash out the PTO in a single block of not less than eight (8) hours and no more than sixty (60) hours. An employee shall be eligible to cash-out PTO hours accrued up to the preceding pay period in which he/she requested the cash-out. For example, an employee who requests a cash-out in pay period 15 can only cash-out the PTO accrued through pay period 14. The number of hours requested for cash-out shall not exceed an amount equal to or less than the amount accrued. For example, an employee in December 2021 makes a pre-designation to cash-out 40 PTO hours. The employee accrues 8.54 hours of PTO per pay period. At the end of pay period 3 the employee can request to cash-out the 17 hours of PTO that she had accrued through pay period 2, but is not yet eligible to cash-out the entire 40 pre-designated hours because the employee has yet to accrue 40 hours of PTO. Once an election is made, if the employee does not

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request that the designated number of hours be sold back by pay period 25, or 26 when applicable, of the calendar year in which the election is effective, the hours will be automatically converted to cash in the last pay period of the calendar year.

Date Agreed: 4/21/2022

San Bernardino County

Leo Gonzalez

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Deputy Director/Labor Relations Chief

IAFF Local 935

[Signature]

Print & Sign

James Grigoli