MEMORANDUM OF UNDERSTANDING

BETWEEN

SAN BERNARDINO COUNTY
FIRE PROTECTION DISTRICT

AND

SAN BERNARDINO COUNTY PROFESSIONAL FIREFIGHTERS
IAFF, LOCAL 935





2019 – 2025

Contents

PREAMBLE 1
RECOGNITION 1
APPROVAL BY BOARD OF DIRECTORS 1
ASSIGNMENT TO VACANT HIGHER POSITION 1
BILINGUAL COMPENSATION 2
CALL BACK 3
CHANGES IN PROVISION AFTER ADOPTION 3
COMPANY OFFICER CERTIFICATION PAY 3
COVID-19 PREMIUM PAY 4
DEFERRED COMPENSATION 5
DEFINITIONS 6
DEMOTIONS 7
DEPENDENT CARE ASSISTANCE PLAN 7
DIRECT DEPOSIT (ELECTRONIC FUND TRANSFER) 8
DISTRICT MANAGEMENT RIGHTS 8
DOWNGRADINGS 9
ELIGIBILITY LIST 9
EMERGENCY MEDICAL TECHNICIAN (EMT) PAY STIPEND 9
EMPLOYEE RIGHTS 9
EXPENSE REIMBURSEMENT 9
Section 1 - General Provisions 9
Section 2 - Responsibilities 10
Section 3 - Travel Authorization 10
Section 4 - Authorization for Attendance at Meetings 10
Section 5 - Records and Reimbursements 10
Section 6 - Transportation Modes 11
Section 7 - Meals and Lodging 12
Section 8 - Expense Advances 13
Section 9 - County Credit/Debit Cards 13
FLEXIBLE SPENDING ACCOUNT 14
FULL UNDERSTANDING, MODIFICATION AND WAIVER 14
GRIEVANCE PROCEDURE 15
Section 1 - Purpose 15
Section 2 - Definition of a Grievance 15
Section 3 - Exclusions 15
Section 4 - Consolidation of Grievances 15
Section 5 - Representation 16
Section 6 - Time Limitations 16
Section 7 - Steps in the Grievance Procedure 16
Section 8 - Grievance Hearing 18
Section 9 - Administrative Appeals of Disciplinary Decisions 19
HAZARDOUS MATERIALS EXPOSURE RECORDS 19

HEARING OFFICER 19
IMPLEMENTATION 19
INCIDENT ACCOMODATIONS 20
LAYOFF 20
LEAVE PROVISIONS 20
Section 1 - Vacation 20
Section 2 - Sick Leave 23
Section 3 - Holiday Leave 27
Section 4 - Leave Accruals While on Disability Leave (Fire Suppression Aides only) 31
Section 5 - Military Leave 32
Section 6 - Compulsory Leave 34
Section 7 - Political Leave 34
Section 8 - Special Leaves of Absence Without Pay 34
Section 9 - Jury Duty Leave 35
Section 10 - Witness Leave 36
Section 11 - Examination Time 36
Section 12 - Blood Donations 36
Section 13 - Failure to Return After Leave 37
LIFE INSURANCE 37
Section 1 - Firefighter EMT, Firefighter Paramedic, Engineer, and Captain 37
Section 2 - Fire Suppression Aides 37
MAINTENANCE OF BENEFITS 38
MODIFIED BENEFIT OPTION 38
Section 1 - General Provisions 38
Section 2 - Modified Benefit Option Wage Differential 38
Section 3 - Benefits and Leaves 39
Section 4. - Paid Time Off (PTO) and Holiday Pay/Leave 40
MEDICAL AND DENTAL COVERAGE 46
Section 1 - Medical and Dental Plan Coverage 46
Section 2 - Opt-out and Waive 47
Section 3 - Medical Premium Subsidy 48
Section 4 - Dental Premium Subsidy (Fire Suppression Aides Only) 51
Section 5 - Needles Premium Subsidy 52
Section 6 - Eligibility for MPS and DPS While on Leave 52
MEDICAL EMERGENCY LEAVE 53
MERIT ADVANCEMENTS 55
ON CALL COMPENSATION 56
OPERATIONS LEADERSHIP TEAM 56
OVERTIME 56
Section 1 - Firefighter EMT, Firefighter Paramedic, Engineer, and Captain 56
Section 2 - Fire Suppression Aides 57
PARAMEDIC PAY STIPEND 58
PAY PERIOD 59

PAYROLL ADJUSTMENTS 59
PREHEARING DISCUSSIONS 60
PHYSICAL FITNESS AND APPEARANCE 60
PROBATIONARY PERIOD 60
PROMOTIONS 61
PROVISIONS OF LAW 61
REEMPLOYMENT 62
RENEGOTIATION 62
RETIREMENT MEDICAL TRUST FUND 62
Section 1 - Sick Leave Conversion Eligibility 63
Section 2 - Sick Leave Conversion Formula 63
Section 3 - District Contributions 64
Section 4 - Death 65
RETIREMENT SYSTEM CONTRIBUTIONS 65
Section 1 - Eligibility 65
Section 2 - Employee Contributions 66
Section 3 - Special Provisions (Certain Tier 1 Members Only) 66
Section 4 - Retirement Formula 66
SALARY ADJUSTMENT 66
Section 1 - Across-the-Board Increases 66
Section 2 - Appendix B 68
SALARY RATES AND STEP ADVANCEMENTS 68
Section 1 - Step Advancements 68
Section 2 - Range Adjustments 69
SECTION 125 PREMIUM CONVERSION PLAN 71
SHORT TERM DISABILITY (STD) INSURANCE 72
SMOKING 72
SPECIAL ASSIGNMENT COMPENSATION 72
SPECIAL CIRCUMSTANCES PAY 73
SPECIALTY PAY DIFFERENTIALS FOR FIREFIGHTERS, ENGINEERS, AND CAPTAINS 73
Section 1 - Urban Search & Rescue Team (USAR Team) and Hazardous Materials Team (Haz Mat Team) 73
Section 2 - Other Specialty Pay Differentials 74
Section 3 - Special Provisions 76
STAFFING 76
STAFFING DESK 76
STANDARD TOUR OF DUTY 76
Section 1 - Firefighter EMT, Firefighter Paramedic, Engineers, and Captains 76
Section 2 - Fire Suppression Aides 77
STANDARD WORK WEEK 77
Section 1 - Firefighter EMT, Firefighter Paramedic, Engineers, and Captains 77
Section 2 - Fire Suppression Aides 77
TERM 77

TIME TRADES....78
UNIFORM ALLOWANCE....78
UNION BUSINESS....78
UNION DUES....79
UPGRADING....80
VISION CARE INSURANCE....81
Section 1 - Firefighter EMT, Firefighter Paramedic, Engineers, and Captains....81
Section 2 - Fire Suppression Aides....81
WORK DISRUPTION....81
APPENDIX A - APPROVAL BY BOARD OF DIRECTORS....82
APPENDIX B - SALARY CLASSIFICATIONS....83
APPENDIX C - SALARY TABLES....84

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 Fire Suppression Aide II, Fire Suppression Aide III, Firefighter EMT, Firefighter Paramedic, Engineer, and Captain, as well as employees in such classes as may be added to this listing hereafter by the District.

APPROVAL BY BOARD OF DIRECTORS

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

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

ASSIGNMENT TO VACANT HIGHER POSITION

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

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

(a) The Fire Chief or designee certifies to the Director of Human Resources, in writing at the time of appointment that the employee is assigned and held responsible to fully perform all of the duties normally associated with the higher level position without limitations as to difficulty or complexity of assignments or consequences of action and that the employee shall be required to meet standards for satisfactory performance normally required at the higher level position.

(b) A written request for a salary rate increase to the higher level is directed to the Director of Human Resources for approval. Such increase to the higher level shall be determined as if the assignment had been a promotion.

(c) The employee meets the minimum qualifications for the higher level position.

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

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

(a) An unoccupied position due to attrition and for which the appointment process has been initiated; or,

(b) A position from which the incumbent is on extended leave of absence. Extended leave of absence is defined as a leave of absence with or without pay due to any illness and injury when required in writing by a certified physician.

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

BILINGUAL COMPENSATION

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

CALL BACK

When the employee in a regular position returns to duty at the workstation at the request of the Fire Chief or designee after said employee has been released from duty and has left the workstation, said employee shall be entitled to call back compensation. Special tours of duty scheduled in advance, 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 on-call duty to be entitled to receive call back compensation.

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

CHANGES IN PROVISION AFTER ADOPTION

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

COMPANY OFFICER CERTIFICATION PAY

Captains who are certified by the California Office of the State Fire Marshal (OSFM) as a Company Officer shall receive Company Officer Certification pay. Employees must submit a Company Officer Certificate from the California OSFM to receive Company Officer Certification pay. The compensation shall be in the amount of one hundred dollars ($100.00) per month ($46.15 per pay period). Effective October 12, 2019, the compensation shall be in the amount of one hundred and fifty dollars ($150.00) per month (approximately $69.23 per pay period).

Effective the pay period following Board approval, County Fire shall begin to phase out the Firefighter Paramedics and Engineers who were receiving the Company Officer Certification Pay prior to Board approval of the MOU. All Engineers and Firefighter Paramedics in the unit as of the date of Board approval of the MOU who are certified by the California Office of the State Fire Marshal (OSFM) as a Company Officer and receiving the Company Officer Certification Pay shall be grandfathered and continue to receive the $100 monthly Company Officer Certification Pay (i.e., the grandfathered Firefighter Paramedics and Engineers shall not receive the increased Company Officer Certification Pay amount).

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

COVID-19 PREMIUM PAY

(a) Introduction

The County proposes to establish an ad hoc, Premium Pay Incentive not to exceed $2,000 per employee to certain assignments/classifications who meet each of the following criteria:

- Must have reported to the worksite between April 9, 2022 and June 30, 2023. For the purpose of the COVID-19 Premium Pay, worksite does not include teleworking from an employee's residence.
- Have regular, in-person interactions with patients, the public, or coworkers.
- Have regular physical handling of items that were handled by, or are to be handled by, patients, the public, or coworkers of the individual that is performing the work.
- The funding for the payment must be reimbursable under the American Rescue Plan Act (ARPA).

Due to the restrictive nature of the ARPA funds the COVID-19 Premium Pay will not be subject to the Grievance Procedure article of the MOU.

(b) Incentive/Payment

Payment #1:

Eligible employees who meet the above established criteria and work at least 560 hours at a worksite between April 9, 2022, and July 29, 2022, shall receive a premium payment up to $1,000, and paid as a lump sum on or about August 24, 2022.

Eligible employees who meet the above established criteria and work at least 280 hours but less than 560 hours at a worksite between April 9, 2022, and July 29, 2022, shall receive a premium payment up to $500, and paid as a lump sum on or about August 24, 2022.

Payment #2:

Eligible employees who meet the above established criteria and work at least 560 hours at a worksite between July 30, 2022, and November 18, 2022, shall receive a premium payment up to $1,000, and paid as a lump sum on or about December 14, 2022.

Eligible employees who meet the above established criteria and work at least 280 hours but less than 560 hours at a worksite between July 30, 2022, and November 18, 2022, shall receive a premium payment up to $500, and paid as a lump sum on or about December 14, 2022.

Payment #3:

Eligible employees who meet the above established criteria and work at least 560 hours at a worksite between November 19, 2022, and March 10, 2023, shall receive a premium payment up to $1,000, and paid as a lump sum on or about April 5, 2023.

Eligible employees who meet the above established criteria and work at least 280 hours but less than 560 hours between November 19, 2022, and March 10, 2023,

shall receive a premium payment up to $500, and paid as a lump sum on or about April 5, 2023.

Payment #4:
Eligible employees who meet the above established criteria and work at least 560 hours at a worksite between March 11, 2023, and June 30, 2023, shall receive a premium payment up to $1,000, and paid as a lump sum on or about July 26, 2023.

Eligible employees who meet the above established criteria and work at least 280 hours but less than 560 hours between March 11, 2023, and June 30, 2023, shall receive a premium payment up to $500, and paid as a lump sum on or about July 26, 2023.

****Premium pay incentives shall not exceed $2,000 per employee in total regardless of time worked and payment eligibility.**

DEFERRED COMPENSATION

Section 1. Participation

All bargaining unit employees shall be eligible to participate in the County's 457(b) Deferred Compensation Plan.

Fire Suppression Aide IIs and IIIs who have completed one (1) year of continuous service in a regular position shall be eligible for the following benefit: The biweekly contribution of employees who contribute to County Fire's Section 457 (b) Deferred Compensation Plan will be matched by a County Fire contribution on the basis of one-half times (½x) the employee's contribution up to one-half percent (½%) of the employee's biweekly base salary. For example, an employee who contributes $10.00 per pay period shall receive a County Fire contribution of $5.00 per pay period, provided that the $5.00 does not exceed one-half percent (½%) of the employee's biweekly base salary. County Fire contributions to the Plan shall not be considered earnable compensation.

Section 2. Salary Deferral Enrollment

Employees in the Unit shall automatically be enrolled in the County's 457 Deferred Compensation Plan and contribute 1.00% of base salary to the plans, subject to all legal requirements and constraints. Prior to the first salary deferral deduction, employees shall be provided a 30-day period during which the employee may decline in writing to be enrolled and no salary deferral deduction shall be taken. Thereafter, after being enrolled into the County's 457 Deferred Compensation Plan employees may withdraw at any time.

The Human Resources Employee Benefits and Services Division shall establish the forms and guidelines for the salary deferral declination of enrollment and administer the deduction according to the applicable Plan Document(s) and/or Human Resources Benefits procedures.

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEMOTIONS

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

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

DEPENDENT CARE ASSISTANCE PLAN

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

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

(a) To be eligible to enroll in this benefit, an employee must be in a regular position.

(b) Enrollment in the Plan for current employees is required every Plan Year and is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status event. Failure to submit participation agreement within the time frame shall result in an election to not participate in the Plan.

(c) An employee must elect to contribute to DCAP through salary reduction on forms approved by the Human Resources Division Chief, Employee Benefits & Services. An employee election to participate shall be irrevocable for the remainder of the plan year. Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year, except to the extent permitted under Internal

Revenue Service rulings and regulations and the County's Dependent Care Assistance Plan Document.

(d) Pursuant to IRC Section 125, any amounts remaining in the employee's account at the end of the Plan Year must be forfeited. The District will use any forfeited amounts to help defray the Plan's administrative expenses.

DIRECT DEPOSIT (ELECTRONIC FUND TRANSFER)

All employees must make and maintain arrangements for the direct deposit of paychecks and reimbursements into the financial institution of their choice via electronic fund transfer. In cases where an employee is unable to make arrangements for electronic fund transfer, the Director of Human Resources may allow an exception to this Article. Any exceptions granted may be reviewed periodically for continuation, subject to the approval of the Director of Human Resources.

Employees who fail to make arrangements for direct deposit shall receive paychecks and reimbursements via pay card.

DISTRICT MANAGEMENT RIGHTS

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

(a) The right to determine the mission of its constituent districts, boards, commissions, and work units.

(b) The right of full and exclusive control of the management of the district; supervision of all operations; determination of the methods, means and personnel required to perform any and all work; and composition assignment, direction, location, and determination of the size of the work force.

(c) The right to determine the work to be done by the employees.

(d) The right to change or introduce new or improved operations, methods, means, equipment or facilities.

(e) Subject to the Personnel Rules for Board-governed Special Districts, the right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees; to work time and time off; to transfer, reassign, furlough and lay off employees; to determine the content of job classifications; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and, to otherwise maintain orderly effective and efficient operations.

DOWNGRADINGS

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

ELIGIBILITY LIST

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

EMERGENCY MEDICAL TECHNICIAN (EMT) PAY STIPEND

Effective the pay period following Board approval of the MOU, Firefighter EMT, Engineers, and Fire Suppression Aide II and III, who are certified and have a valid Emergency Medical Technician (EMT) Certification shall receive an EMT pay stipend of one-hundred and fifty dollars ($150.00) per month (approximately $69.23 per pay period). Effective October 22, 2022, the EMT pay stipend shall be increased to one-hundred and sixty dollars ($160.00) per month (approximately $73.85 per pay period).

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.

EXPENSE REIMBURSEMENT

Section 1 - General Provisions

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

Section 2 - Responsibilities

It shall be the responsibility of the Fire Chief or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the Fire Chief or designee to incur a business expense or to exceed maximum allowable amounts provided in Section 7 of this Article. Prior approval may be in the form of standing orders issued by the Fire Chief. Failure to obtain prior approval may result in denial of any expense claim (or excess amount) not pre-approved.

Section 3 - Travel Authorization

(a) Travel outside the State of California must be approved by the Chief Executive Officer or designee except when the trip outside California is within twenty (20) miles of the California border or travel through a location anywhere in the adjacent state as a means of arriving at a location within California. Requests for such travel shall be submitted to the County Administrative Office through a travel request.

(b) The Fire Chief or designee shall initiate travel requests. The Chief Executive Officer and Auditor-Controller/Treasurer/Tax Collector shall be notified in writing of all such designees.

(c) The Fire Chief or designee is authorized to approve necessary travel within the State of California and use of a transportation mode consistent with this Article.

Section 4 - Authorization for Attendance at Meetings

(a) Appointing authorities may authorize attendance at meetings at County Fire's expense when the program material is directly related to an important phase of County Fire service and holds promise of benefit to County Fire as a result of such attendance.

(b) Authorization for attendance at meetings without expense reimbursement, but on County Fire time, may be granted when the employee is engaged on the County Fire's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to County Fire.

Section 5 - Records and Reimbursements

(a) Requests for expense reimbursement should be submitted once each month and within one year of the date that expense was incurred.

(b) Unless otherwise provided in this Article, receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:

1. Private mileage (e.g., mileage to the airport).

2. Telephone and other communication-related charges including Wi-Fi and internet access fees if needed to conduct County Fire business.

3. Other authorized expenses of less than one dollar ($1.00).

(c) Claims for expense reimbursement totaling less than one dollar ($1.00) in any fiscal year shall not be paid.

(d) Reimbursement shall not be made for any personal expenses such as, but not limited to: entertainment, barbering, alcoholic beverages, etc.

(e) Except as otherwise provided in this Article, expense reimbursements shall be made on an actual cost basis.

(f) If receipt is unavailable, the employee may submit a signed statement with an explanation of expenses (i.e., itemized list of expenses with location, date, dollar amount, and reason for expenses) and an explanation as to why the receipt is unavailable.

(g) Expense reimbursements may be made via Electronic Fund Transfer into the financial institution of the employee's choice or by pay card. Employees who fail to make arrangements for direct deposit shall receive reimbursements via pay card.

Section 6 - Transportation Modes

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

(b) Travel Via Private Automobile

1. Reimbursement for the use of privately owned automobiles to conduct County Fire business shall be at the IRS allowable rate. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance, and all other transportation-related costs. County Fire does not provide any insurance for private automobiles used on County Fire business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on County Fire business.

2. When employees traveling on official County Fire business, leave directly from their principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be the difference between the distance from the residence to the assigned work location and the distance from the residence to the first work contact point. If the first work contact point is closer than the assigned work location, no mileage shall be allowed. If the employee departs from the last work contact point directly to the residence, the same

principle governs.

Employees may have multiple assigned work locations. Mileage allowed is based on the assigned work location for that day. When employees have more than one assigned work location in a standard tour of duty, mileage shall be allowed between assigned work locations.

In no case will mileage be allowed between the employee's residence and the assigned work location.

(c) Travel Via Rental Vehicles

Reimbursement will be provided for the cost of a rental vehicle for business purposes if such use is approved by the Fire Chief. Rental vehicles are covered for liability and vehicle physical damage under the County Fire's self-insurance program. Reimbursement will not be provided for the additional costs incurred if any employee purchases additional insurance or signs a Collision Damage Waiver (CDW) when renting a vehicle for County Fire business. Requests for reimbursement for gasoline for rental vehicles must be accompanied by a copy of the rental agreement or rental receipt and gasoline receipt.

(d) Travel Via Ride-Share Service, Taxi, or Public/Mass Transit

Reimbursement will be provided for the cost of using a ride-share service, (e.g., Uber or Lyft), taxi, or public/mass transit (e.g., bus, streetcar, and ferry) if such expenses are incurred for County Fire business and approved by the Fire Chief.

(e) Travel Via Air

When commercial aircraft transportation is approved, the "cost of public carrier" shall mean the cost of air coach class rate including tax and security surcharges.

(f) Incidental Travel Expenses

Reimbursement will be provided for the cost of incidental travel expenses such as bridge tolls, road tolls and parking fees if such expenses are incurred as part of County Fire business and approved by the Fire Chief. Valet parking will not be reimbursed unless self-parking is not available or security is a concern.

Section 7 - Meals and Lodging

(a) Meal and lodging expenses shall not be allowed without prior approval of the Fire Chief or designee as necessary for the purpose of conducting County Fire business. Meal and lodging selections should represent a reasonable cost to County Fire and be generally consistent with the rates established by the General Services Administration (GSA). Excess charges for meals and lodging greater than the amounts listed below in paragraphs (b) and (c) may be authorized under special conditions, such as a convention or conference requirement (e.g., lodging at the hotel where the conference is held) or if County Fire business requires lodging and meals in an area of unusually high cost (i.e., Non-Standard Areas as established by the GSA). Employees may be reimbursed for expenses in high cost areas for the actual cost incurred, but generally not to exceed the per diem amounts established by the

GSA for that area and month. Receipts are mandatory to obtain reimbursement for all lodging expenses, and except as provided below for all meal expenses claimed.

(b) An employee may be reimbursed for lodging expenses at actual cost, generally not to exceed the standard lodging per diem rate as established by the GSA, except as otherwise provided in Section 7, paragraph (a) of this Article.

(c) Except as otherwise provided in Section 7, paragraph (a) of this Article, reimbursements for meal expenses for up to three (3) separate meals per day may be provided as follows:

1. With receipts, an employee may be reimbursed for meal expenses at actual cost, not to exceed eleven dollars ($11.00) for breakfast, fifteen dollars ($15.00) for lunch, and twenty-four dollars ($24.00) for dinner, plus tax and up to 15% gratuity.

2. Without receipts, an employee may be reimbursed for meal expenses at per diem rates not to exceed six dollars ($6.00) for breakfast, nine dollars ($9.00) for lunch, and nineteen dollars ($19.00) for dinner, plus tax and up to 15% gratuity.

(d) Where the cost of a meal is included as part of a registration charge for an event (e.g., lunch at a conference or training seminar, or provided at a camp while on a strike team), an employee may not claim reimbursement for that meal.

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

Section 8 - Expense Advances

Advancement of funds for business expenses can be obtained from the Auditor-Controller/Treasurer/Tax Collector through submission of the appropriate form. Advancements shall not exceed the maximum amounts for each meal as set forth in Section 7, paragraph (c)(2) herein. The minimum amount to be advanced is twenty-five dollars ($25.00). Upon return from travel, the employee must submit an expense reimbursement form and all receipts documenting expenses incurred. If the employee does not submit this accounting within fifteen (15) calendar days of return from travel, or prior to termination of County Fire employment, the Auditor-Controller/Treasurer/Tax Collector may recover the amount advanced from the employee's pay.

Section 9 - County Credit/Debit Cards

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

FLEXIBLE SPENDING ACCOUNT

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

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

(a) To be eligible for this benefit, an employee must be in a regular position.

(b) Enrollment in the Plan for current employees is required every Plan Year and is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status event.

(c) Eligible employees may contribute, on a pre-tax basis, to a flexible spending account, each bi-weekly pay period up to the established amount pursuant to the IRC annual maximum. An employee election to participate in the Plan shall be irrevocable for the remainder of the Plan year. Once a salary reduction has begun, in no event will changes to elections or discontinuation of contributions be permitted during the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document.

    Employees who select the Blue Shield Access + HMO Plan or the Kaiser Choice HMO Plan and elect to enroll in the Flexible Spending Account shall be eligible for up to a $10.00 per pay period match to the Flexible Spending Account, to be credited on a quarterly basis.

(d) Any unused amounts remaining in an employee's account at the end of the Plan Year must be forfeited except that the County may permit an employee to carry over unused amounts to be used in the following Plan Year in accordance with the County's Medical Expense Reimbursement Plan Document and the IRC regulations. The County will use any forfeited amounts to help defray the Plan's administrative expenses.

FULL UNDERSTANDING, MODIFICATION AND WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration therefore constitute the

complete and total contract between the District and Local 935 with respect to wages, hours, and other terms and conditions of employment. Any prior or existing Agreement between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. Therefore, the District and Local 935 for the life of this Agreement, each voluntarily waives the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Agreement. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

This article shall not act as a waiver of any reserved or customary District management rights or act as a waiver of Local 935's right to bargain over matters within the scope of representation, or the impacts and effects of the County's exercise of its management rights, as applicable. The District's failure to exercise any management rights, shall not be considered a waiver of the District's ability to exercise such reserved and/or customary management rights.

GRIEVANCE PROCEDURE

Section 1 - Purpose

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

Section 2 - Definition of a Grievance

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

Section 3 - Exclusions

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

Section 4 - Consolidation of Grievances

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

Section 5 - Representation

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

Section 6 - Time Limitations

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

Section 7 - Steps in the Grievance Procedure

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

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

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

has been misinterpreted, misapplied, or violated, and (5) the matter complained of in the grievance is covered by a specific provision of the Agreement.

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

(c) Formal Grievance Procedure.

1. Step 1. If the grievance is accepted, the grievant shall, within seven (7) calendar days, submit the grievance to the Assistant Fire Chief. The Assistant Fire Chief, after conferring with the Deputy Fire 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 Assistant Fire Chief shall give the written decision to the employee on the appropriate form. If the Assistant Fire 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 Assistant Fire 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.

Section 9 - Administrative Appeals of Disciplinary Decisions

Any appeal of a dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment shall be heard by a Hearing Officer selected pursuant to the procedures set forth in the Article titled “Hearing Officer” of this Memorandum of Understanding.

The decision of the Hearing Officer in an administrative appeal of a punitive action shall be binding on all parties.

Administrative appeal hearings conducted pursuant to this Article shall be conducted in accordance with the procedures set forth in Rule XI (“Disciplinary Actions”) of the Personnel Rules for Board-Governed Special Districts (except that the selection and appointment of the Hearing Officer shall be made pursuant to the provisions of this Memorandum of Understanding rather than Section 7 of Personnel Rule XI).

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

The selection and appointment of a Hearing Officer required by Section 7, Step 3(c) of the “Grievance Procedure” article and in all disciplinary action appeals (including administrative appeals of disciplinary actions involving dismissal, demotion, suspension, reduction in salary, reprimand, or transfer for purposes of punishment) shall be made according to the following procedures: The parties will request the State Mediation and Conciliation service, or mutually agreed upon service, to supply a list of five (5) hearing officers. As determined by lot, the parties shall alternatively strike a name until one (1) hearing officer remains. The parties may agree to select a hearing officer without the use of a formal list. Said hearing officer will be officially appointed by the Director of Human Resources as the Hearing Officer who shall hear the appeal and formulate a written decision. All costs associated with the Hearing Officer including, but not limited to, a Certified Shorthand Reporter, will be shared equally between the parties, unless the Union does not endorse the members’ grievance or disciplinary appeal.

IMPLEMENTATION

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

INCIDENT ACCOMODATIONS

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

LAYOFF

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

LEAVE PROVISIONS

Section 1 - Vacation

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

(b) Firefighter EMTs, Firefighter Paramedics, Engineers, and Captains

1. Accumulation. Firefighter EMTs, Firefighter Paramedics, Engineers, and Captains in regular positions shall accrue, on a pro rata basis, vacation leave for completed pay periods. Such vacation leave allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed thirteen (13) pay periods or its equivalent of continuous service from the employee's hire date.

2. Vacation Leave Allowance.

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

3. Vacation leave should be taken annually with the approval of the Fire Chief at such time as will not impair the work schedule or efficiency of the department, but with consideration given to the well-being of the employee. No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take 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.

4. 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.

5. Employees not planning to return to District employment at the expiration of a vacation leave, except those retiring, shall be compensated at their base rate of pay in a lump sum payment for accrued vacation leave and shall not be carried on the payroll. Retiring employees may elect to use vacation leave or be compensated in a lump sum payment for accrued vacation leave. Terminating employees not covered by the above provisions shall be compensated at their base rate of pay for accrued vacation leave that they were entitled to use as of the date of termination.

6. An employee may elect to sell back accrued vacation leave at the then current base rate of pay. Employees may cashout vacation under procedures established by the Human Resources Department. In lieu of cash, an eligible employee may designate that part or all of the value of vacation time to be sold back is allocated to a deferred income plan if such a plan is approved by the District and credit for vacation time is allowed under the plan. In order to sell back vacation leave prior to termination or retirement, an employee may exercise the following options.

   Future Accruals. On one occasion each calendar year an employee who had used one hundred and twelve (112) or more hours of vacation leave during the preceding calendar year may elect to convert up to one hundred and twelve (112) hours of accrued vacation leave into a cash payment, at the base rate of pay in effect at the time of the cash-out. In order to sell back vacation leave, an employee must make an irrevocable election (i.e., pre-designation) during the month of December (beginning in December of 2015), specifying the number of hours to be sold back from the next year's vacation leave accrual. During the calendar year following the pre-designation, no more than three (3) requests may be made to cash out the vacation leave in a single block of not less than fourteen (14) hours and no more than one hundred and twelve (112) hours. An employee shall be eligible to cash-out vacation leave hours accrued up to the preceding pay period in which he/she requested the cash-out. For example, an employee who requests a cash-out in pay period 15 can only cash-out the vacation leave accrued through pay period 14. The number of hours requested for cash-out shall not exceed an amount equal to or less than the amount accrued. For example, an employee in December 2019 makes a pre-designation to cash-out 28 hours. The employee accrues 4.31 hours of vacation leave per pay period. At the end of pay period 5 the employee can request to cash-out the 17 hours of vacation leave that he had accrued through pay period 4, but is not yet eligible to cash-out the entire 28 pre-designated hours because the employee has yet to accrue 28 hours of vacation leave. Once an election is made, if the employee does not request that the designated number of hours be sold back by pay period 25 of the calendar year in which the election is effective, the hours will be automatically converted to cash in pay period 26.

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.

(c) Fire Suppression Aides

1. Accumulation. Employees in regular positions shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive vacation accumulation on a pro-rata basis provided, however, that there shall be no prorating of the maximum accumulations. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed 1040 hours of continuous service from the employee's hire date.

2. Vacation Allowance

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

3. Vacation periods should be taken annually with the approval of the Appointing Authority or designee at such time as will not impair the work schedule or efficiency of County Fire 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, the County's Human Resources Director, will request a waiver of the maximum allowed unused balance for a period not to exceed one (1) thirteen (13) pay period waiver per calendar year. Written request for vacation leave shall receive a written response from the Appointing Authority or designee within two (2) weeks of submission. In instances where a vacation leave request has received written, advance approval and is rescinded due to work urgency by the supervisor, that decision may be appealed to the County's Human Resources Director for an immediate review. In those instances where a financial hardship would occur because pre- approval resulted in prepayment by the employee, a vacation would only be canceled under the most extreme work emergency.

4. The minimum charge against accumulated vacation leave shall be fifteen (15) minutes or multiples thereof. Vacation leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this Plan.

5. Vacation Leave and Termination Date. Employees not planning to return to County Fire employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation at

the employee's then base rate of pay and shall not be carried on the payroll. Retiring employees may elect to use vacation leave or be compensated in a lump sum payment for accrued vacation leave, provided that each pay period the employee charges the number of hours in their regular scheduled tour of duty.

6. On one occasion each calendar year, an employee who had used eighty (80) or more hours of vacation leave during the preceding calendar year may elect to convert up to sixty (60) hours of accrued vacation leave into a cash payment, at the base rate of pay in effect at the time of the cash-out. In order to sell back vacation leave, an employee must make an irrevocable election (i.e., pre-designation) during the month of December, specifying the number of hours to be sold back from the next year's vacation leave accrual. During the calendar year following the pre-designation, no more than three (3) requests may be made to cash out the vacation leave in a single block of not less than eight (8) hours and no more than sixty (60) hours. An employee shall be eligible to cash-out vacation leave hours accrued up to the preceding pay period in which he/she requested the cash-out. For example, an employee who requests a cash-out in pay period 15 can only cash-out the vacation leave accrued through pay period 14. The number of hours requested for cash-out shall not exceed an amount equal to or less than the amount accrued. For example, an employee in December 2019 makes a pre-designation to cash-out 25 hours. The employee accrues 4.61 hours of vacation leave per pay period. At the end of pay period 3 the employee can request to cash-out the 8 hours of vacation leave that she had accrued through pay period 2, but is not yet eligible to cash-out the entire 25 pre-designated hours because the employee has yet to accrue 25 hours of vacation leave. Once an election is made, if the employee does not request that the designated number of hours be sold back by pay period 25, 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.

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 for Firefighter EMTs, Firefighter Paramedics, Engineers, and Captains and three days (i.e., 24 hours) for Fire Suppression Aides 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. Additionally, Fire Suppression Aides in regular positions may use up to two (2) days paid leave, not charged to the employee's personal leave balances, per occurrence for bereavement due to the death of a family member of the employee, as defined Section 2(c) of this Article. One (1) additional day shall be granted to a Fire Suppression Aide if the employee travels over one thousand (1000) miles from his/her residence to the bereavement services of an immediate family

member. This additional day shall not be charged to the employee's personal leave balances. The appointing authority may request verification of distance traveled.

(c) Attendance Upon Family Members. A maximum of one-half of their annual accrual 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. Firefighter EMTs, Firefighter Paramedics, Captains, and Engineers in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of one hundred thirty-four (134) hours per year, or five point fifteen (5.15) hours per pay period. Earned sick leave shall be available for use on the first day following the pay period in which it is earned, provided that an employee must have completed thirteen (13) pay periods or its equivalent of continuous service from the employee's hire date. Sick leave shall be accumulated to the maximum of one thousand nine hundred thirty-six (1,936) hours. Fire Suppression Aides in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of 3.69 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. Employees in regular positions paid less than eighty (80) hours per pay period or job shared positions shall receive sick leave accumulation on a pro rata basis. There shall be no limit on sick leave accumulation for Fire Suppression Aides.

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 (15 minutes for Fire Suppression Aides).

(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 Fire 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 (40 hours for Fire Suppression Aides) 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 (40 hours for Fire Suppression Aides) of accumulated sick leave per calendar year for the birth of his child.

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

(h) Return-to-Work Medical Clearance:

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

   a. Employees whose treating physician or other qualified medical provider has ordered job modification(s) as a condition for either continuing to work or for returning to work after an illness or injury. This applies to both occupational and non-occupational illness or injury.

   b. Employees who have been off work due to communicable diseases such as, but not limited to, chicken pox and measles.

c. Employees who have been absent on account of a serious medical condition, when so directed by their appointing authority, and with concurrence of the San Bernardino County Center for Employee Health and Wellness.

2. Employees are required to attend return-to-work medical appointments at the Center for Employee Health and Wellness on their own time; however, mileage for attending such appointments are eligible for reimbursement pursuant to the Expense Reimbursement Article.

3. It is the responsibility of the employee, covered by (1) (a.) - (c.) above, to obtain written notice from their medical provider of their authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, the District shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to their Appointing Authority immediately upon receipt of their medical provider's authorization to return to work, and no later than 24 hours after receipt of the notice. The Appointing Authority or designee will schedule an appropriate medical evaluation for the employee with the Center for Employee Health and Wellness prior to the employee's return to work. The employee shall provide their medical provider's written notice of authorization to return to work to the Center for Employee Health and Wellness at or prior to the employee's scheduled appointment time.

4. Exceptions to the above requirements may be made on a case-by-case basis by the Medical Director or designee for the Center for Employee Health and Wellness.

5. The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided, and there is a delay between the employee's appointment with the Center for Employee Health and Wellness and the start of his/her scheduled tour of duty on the day that he/she was released to return to work, the District will pay for work hours missed, without charge to the employee's leave balances.

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

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

(j) Conversion of Sick Leave for Education Use. Firefighter EMTs, Firefighter Paramedics, Engineers, and Captains may transfer accrued sick leave hours to a personal educational bank account on any of the following basis:

1. Any balance over fifty percent (50%) of the total annual accrued sick leave for the prior calendar year.

2. Any balance over seventy-five percent (75%) of the total lifetime accrued sick leave on the books at the end of the calendar year.

3. All accrued sick leave over 1,000 hours at the end of the prior calendar year.

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

Section 3 - Holiday Leave

(a) Definition. Holiday leave is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. Under unusual circumstances, holiday leave may be used for sick leave purposes upon a special request of the employee with the approval of the Fire Chief.

(b) Firefighter EMTs, Firefighter Paramedics, Engineers, and Captains

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

Effective pp13/2022 the County will recognize the new holiday of June 19th as such employees will be awarded 12 hours of Annual Leave and the Maximum Allowed Unused Balance will be increase to 334 hours.

Effective pp14/2022	
Hours Per Year/Accrual Rates Per Pay Period	**Maximum Allowed Unused Balance**
167 hours/6.42	334 hours

2. Holiday leave should be taken annually with the approval of the Fire Chief at such time as will not impair the work schedule or efficiency of the department, but with consideration given to the well-being of the employee. No employee shall lose earned holiday leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take holiday leave due to work urgency, the Director of Human Resources or designee will approve a waiver of the maximum allowed unused balance for a period not to exceed thirteen (13) pay periods.

3. 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.

4. Employees not planning to return to District employment at the expiration of a holiday leave, except those retiring, shall be compensated at their base rate of pay in a lump sum payment for accrued holiday leave and shall not be carried on the payroll. Retiring employees may elect to use holiday leave or be compensated in a lump sum payment for accrued holiday leave. Terminating employees not covered by the above provisions shall be compensated at their base rate of pay for accrued holiday leave that they were entitled to use as of the date of termination.

5. 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. Effective June 18th, 2022, employees may elect to sell back accrued holiday leave up to a maximum of one hundred sixty-seven (167) hours at the then current base rate of equivalency. Employees may exercise this option under procedures established by the Director of Human Resources or designee. In lieu of cash, the eligible employee may designate that part or all of the value of holiday time to be sold back be allocated to a deferred income plan, if such a plan is approved by the District and credit for holiday time is allowed under the plan.

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

   Option 1-Future Accruals. An employee may elect to convert up to one hundred and fifty-five (155) hours of accrued holiday leave into a cash payment, at the base rate of pay in effect at the time of the cash-out. Effective June 18, 2022, an employee may elect to convert up to one hundred and sixty-seven (167) hours of accrued holiday leave into a cash payment, at the base rate of pay in effect at the time of the cash-out.

   In order to sell back holiday leave, an employee must make an irrevocable election (i.e., pre- designation) during the month of December, specifying the number of hours to be sold back from the next year's holiday leave accrual. During the calendar year following the pre- designation, no more than three (3) requests may be made to cash out the holiday leave in a single block of not less than fourteen (14) hours and no more than one hundred and sixty-seven (167) hours.

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

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

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

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.

(c) Fire Suppression Aides

1. Fixed Holidays. Fire Suppression Aides in a regular County Fire position shall be entitled to the following fixed holidays:

January 1st	Second Monday in October
Third Monday in January	November 11th
Third Monday in February	Thanksgiving Day
Last Monday in May	Day after Thanksgiving
June 19th	December 24th
July 4th	December 25th
First Monday in September	December 31st

2. Floating Holidays. Employees in regular positions shall be entitled to accrue one (1) floating holiday (eight (8) hours of holiday time) during the first pay period prior to the third Monday in January, provided that the employee is not on unpaid leave for the entire pay period and is in a paid status.

   Floating holidays accrued shall be available for use in the first day following the pay period in which they were accrued, with the approval of the Appointing Authority. The Appointing Authority has the right to schedule employees' time off for accrued holidays to meet the needs of County Fire but with consideration given to the well-being of the employee. Employees in positions budgeted less than (80) hours per pay period or job-shared positions shall receive floating holiday accruals on a pro-rata basis.

3. The maximum holiday leave accrual balance that may be carried over to a future calendar year shall be 120 hours.

4. Eligibility for Holiday Pay. To receive holiday pay for a fixed holiday, the following conditions must be met, during the pay period in which the fixed holiday fell:

   (i) The employee must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period in which such fixed holiday fell.

   (ii) The employee must be paid for at least one-half (1/2) of their regularly scheduled hours.

   (iii) The employee must have been on an approved leave of absence for unpaid hours; and

   (iv) The employee must not have any unauthorized leave.

5. Holiday During Vacation. When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits. As such, the employee shall receive holiday pay for any fixed holiday that falls within a vacation period, provided the employee is eligible for that fixed holiday pay. For example, an employee has approved vacation leave from Tuesday through Thursday and Wednesday is a fixed holiday. Tuesday and Thursday would be coded as vacation leave but Wednesday would be coded as holiday leave.

6. Working on a Holiday. Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour for hour basis, up to a total of eight (8) hours of floating holiday time. At the request of the employee, and with approval of the Appointing Authority, or designee, straight time payment can be made in lieu of accrual provided such compensation is approved during the pay period in which it is worked.

7. Weekend Holidays. When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday except that when the preceding Friday is also a fixed holiday, the preceding Thursday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday, except that when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday.

   For those County Fire divisions which operate six (6) and seven (7) days per week facilities, fixed holidays which fall on either a Saturday or Sunday shall be observed on those days by employees of those operations scheduled to work.

8. Automatic Conversion. At the end of the calendar year, an employee shall automatically have any holiday leave accruals in excess of the employee’s maximum holiday leave accrual balance converted to cash. Such automatic holiday leave cash out shall be paid in Pay Period 1 of the next calendar year.

9. Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency.

10. Holiday Time Accrual. An employee may code vacation or other appropriate accrued paid leave time on a fixed holiday only under the following circumstances:

    (i) An employee on an alternate work schedule such as a 9/80 or 4/10 may code accrued vacation hours on a fixed holiday that falls on a workday up to an amount that if combined with his/her fixed holiday accrual would equal the total number of hours the employee would have been scheduled for that day (e.g., an employee on a 4/10 work schedule normally works ten (10) hours on Mondays, when the fixed holiday falls on a Monday the employee codes eight (8) hours of holiday and may code up to two (2) hours of vacation).

    (ii) An employee in a regular part-time or job share position who does not accrue eight (8) hours of holiday leave due to the employee's reduced work schedule may code accrued vacation leave hours on a fixed holiday that falls on a normal workday up to an amount that if combined with the employee's fixed holiday accrual would equal the total number of hours the employee would have been scheduled for that day (e.g., an employee due to his/her reduced work schedule accrued four (4) hours of holiday, but normally would have worked eight (8) hours on the day in which the holiday occurred, may code four (4) hours of accrued vacation leave in addition to the four (4) hours of holiday.

Section 4 - Leave Accruals While on Disability Leave (Fire Suppression Aides only)

Fire Suppression Aides receiving the benefits for Disability Insurance leave receive partial replacement of their income through these benefits. Fire Suppression Aides on these types of disability leaves may choose to fully integrate, partially integrate or not integrate personal leave time with these disability payments.

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

Fire Suppression Aides who are fully integrating accrued leave time with disability benefits shall be eligible to receive full accruals of vacation and sick leave. Employees who are not fully integrating shall earn pro-rated vacation and sick leave accruals based upon paid leave time coded on the time and labor report. Employees who are fully integrating paid leave time with disability benefits will be eligible for fixed holiday pay provided that they are on the payroll for the entire pay period and have no unapproved leave for the pay period. Employees who are partially integrating or not intergrading paid leave time with disability benefits will be paid for holidays in accordance with the holiday leave provisions in Section 3 (c) of this article.

Fire Suppression Aides eligible to apply for disability benefits must provide proof of benefit amount or denial of disability benefits. If proof is not provided, County Fire will presume the employee is getting the maximum allowable benefit payment and the amount of paid leave coded on the TLR will be limited to the maximum allowable leave integration to ensure gross pay form all combined sources does not exceed the employee's base salary.

Section 5 - Military Leave

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

(a) Definition – Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.

(b) Notice and Orders – All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, copy of military orders must accompany the request for leave.

(c) Temporary Active Duty – Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, step advances and benefits that would have been enjoyed had the employee not been absent, providing such employee has been employed by the District for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive their regular salary or compensation, pursuant to Section (e) of this Article.

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

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

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

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

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

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

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

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

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

1. The employee must decline in writing the benefits of Section (f) of this Article prior to the due date of the Time and Labor Report (TLR). The employee must include the dates for which he/she is declining the benefit.

2. The employee must use accrued leave time for the entire pay period (i.e., District pay will not be integrated with military pay for partial pay periods).

3. Such written declination cannot be revoked or amended at a later date for a pay period for which the TLR has already been submitted.

4. Benefits, leave accruals, and pay will be administered per normal procedures for vacation pay; no additional benefits otherwise granted under this Article will be available.

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

Section 6 - 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 7 - Political Leave

Any employee who is a declared candidate for public office (i.e., a candidate who has filed the appropriate documents) shall have the right to a leave of absence without pay with or without right to return for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay under Section 8 of this Article.

Section 8 - 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 9 - Jury Duty Leave

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

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

Section 10 - Witness Leave

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

Section 11 - Examination Time

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

Section 12 - Blood Donations

Employees in regular positions, who donate blood without receiving compensation for such donation, may have up to two (2) hours off with pay to recover with prior approval of the Fire Chief, or designee, 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 Fire Chief, or designee, to receive this benefit.

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

Section 13 - Failure to Return After Leave

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

LIFE INSURANCE

Section 1 - Firefighter EMT, Firefighter Paramedic, Engineer, and Captain

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

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

Section 2 - Fire Suppression Aides

County Fire agrees to pay a premium for term life insurance for Fire Suppression Aide IIs and Fire Suppression Aide IIIs based on scheduled work hours according to the table below.

This benefit shall only apply to Fire Suppression Aides who have been appointed to a regular position budgeted for more than forty (40) hours per pay period. Life Insurance will become effective on the first day of the pay period following the first pay period in which the employee works and is in paid status.

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

Amount of Life Insurance	
Scheduled Hours from 40 to 60	Scheduled Hours from 61 to 80
$12,000	$25,000

MAINTENANCE OF BENEFITS

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

MODIFIED BENEFIT OPTION

Section 1 - General Provisions

(a) All full-time employees in regular positions in the classifications of Fire Suppression Aide II, Fire Suppression Aide III, Firefighter EMT, Firefighter Paramedic, Engineer, and Captain shall be provided an opportunity to convert from a regular position with traditional benefits (i.e., traditional benefit option) to a regular position with modified benefits and a wage differential (i.e., the Modified Benefit Option).

(b) Employees may choose to enroll in the Modified Benefit Option (MBO) at hire or during the annual open enrollment period, and may choose to change to the traditional benefit option during subsequent open enrollment periods.

(c) Employees who select the Modified Benefit Option must commit to work a minimum of 1,560 hours per calendar year.

(d) In order to receive the benefits and wage differential of the MBO, the employee must specifically choose the Option.

Section 2 - Modified Benefit Option Wage Differential

(a) Employees in the classifications of Fire Suppression Aide II, Fire Suppression Aide III, Firefighter EMT, Firefighter Paramedic, Engineer, and Captain who select the MBO shall receive a wage differential of 4% above the base rate of pay. The wage differential shall be paid on all paid hours (e.g., REG, PTO, etc.).

(b) The wage differential shall be considered as part of the base hourly rate when calculating the County's contribution to the employee's Retirement Medical Trust (RMT) account and sick leave conversion cash-out pursuant to the RMT Article, and other leave cash-outs if any. Provided below is an example of how the County's contribution to the RMT would be calculated:

Example: A Captain with 17 years of continuous County service selects the MBO. The employee's base hourly rate is $35 per hour. This employee is eligible for a County contribution to the RMT equal to 2.75% of the employee's base bi-weekly salary. The County contribution to the RMT is calculated as follows:

112 hours X ($35.00 per hour X 1.04 MBO Wage Differential) = $4,077 base bi-weekly salary for purposes of County contribution to the RMT
$4,077 X 2.75% Contribution Rate = $112.12

The County will contribute $112.12 to the RMT on behalf of the employee that pay period.

Section 3 - Benefits and Leaves

Except as provided in this Article's Section 3 and Section 4, employees who select the MBO shall receive the same benefits and leaves that employees who select the traditional benefit option receive.

(a) Medical Coverage. Employees who select the MBO shall have the same medical plan options as employees who select the traditional benefit option (e.g., Blue Shield HMO, Kaiser HMO, Blue Shield Access + HMO, Kaiser Choice HMO, and Blue Shield PPO).

(b) Medical Premium Subsidy (MPS).

1. Firefighter EMT, Firefighter Paramedic, Engineer, and Captain. Employees in the classifications of Firefighter EMT, Firefighter Paramedic, Engineer, and Captain who select the MBO shall receive MPS in the following amounts per pay period:

Coverage Type	MPS Amount
Employee Only	$126.85
Employee + 1	$311.88
Employee + 2	$427.29

Effective July 17, 2021, the MPS amounts shall increase to the following amounts per pay period:

Coverage Type	MPS Amount
Employee Only	$128.62
Employee + 1	$314.95
Employee + 2	$431.39

Effective July 16, 2022, the MPS amounts shall increase to the following amounts per pay period:

Coverage Type	MPS Amount
Employee Only	$130.40
Employee + 1	$318.03
Employee + 2	$435.49

2. Fire Suppression Aide II and Fire Suppression Aide III. Employees in the classifications of Fire Suppression Aide II and Fire Suppression Aide III who select the MBO shall receive MPS in the following amounts per pay period:

Coverage Type	MPS Amount
Employee Only	$144.71
Employee Only – Grandfathered*	$166.60
Employee + 1	$290.76
Employee + 2	$412.80

Effective July 17, 2021, the MPS amounts shall increase to the following amounts per pay period:

Coverage Type	MPS Amount
Employee Only	$145.12
Employee Only – Grandfathered*	$166.60
Employee + 1	$290.76
Employee + 2	$412.80

Effective July 16, 2022, the MPS amounts shall increase to the following amounts per pay period:

Coverage Type	MPS Amount
Employee Only	$146.90
Employee Only – Grandfathered*	$166.60
Employee + 1	$292.67
Employee + 2	$412.80

*Grandfathered Employee Only (Fire Suppression Aide II and Fire Suppression Aide III) – Only those employees who prior to July 21, 2018 elected the Employee Only – Highest Cost HMO coverage and continue to elect the Employee Only – Highest Cost HMO coverage will continue to receive either $117.33 or $234.65 per pay period, as applicable. However, those employees who prior to July 21, 2018 elected the Employee Only – Highest Cost HMO coverage who subsequently elect another plan option shall no longer be eligible to receive the grandfathered amounts of either $117.33 or $234.65 per pay period, as applicable, and shall receive the applicable amount listed in the chart above.

Section 4. - Paid Time Off (PTO) and Holiday Pay/Leave

(a) Paid Time Off Definition. Employees who select the MBO shall be granted Paid Time Off (PTO) in lieu of any other Vacation or Sick accrual leave provisions. Additionally, employees in the classifications of Firefighter EMT, Firefighter Paramedic, Engineer, and Captain shall accrue holiday leave in accordance with this Article's Section 4(b)(5).

(b) Firefighter EMT, Firefighter Paramedic, Engineer, and Captain.

1. PTO Accumulation. Employees in the classifications of Firefighter EMT, Firefighter Paramedic, Engineer, and Captain shall accrue, on a pro rata basis,

PTO for completed pay periods provided, however, that the maximum combined vacation and PTO accrual that may be carried over to future calendar years shall not be prorated. Such PTO shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed thirteen (13) pay periods or its equivalent of continuous service from the employee's hire date.

2. PTO Allowance.

Length of Service From Hire Date	PTO Allowance	Approximate Accrual Rate Per Pay Period	Maximum Allowed Unused PTO Balance	Maximum Allowed Combined Unused Vacation Leave and PTO Balance for Employees Who Convert to the Modified Benefit Option
After 13 & through 104 pay periods	180 hours	6.92 hours	270 hours	286 hours*
Over 104 & through 234 pay periods	236 hours	9.08 hours	356 hours	381 hours*
Over 234 pay periods	292 hours	11.23 hours	440 hours	493 hours*

*The employee's maximum allowed PTO balance may not exceed 270, 356, or 440 hours, as applicable.

3. PTO Administration.

i. PTO for Vacation Leave Purposes. When PTO has been requested for vacation leave purposes, PTO shall be administered according to the Leave Provisions Article Section 1(b)(3) and (4).

ii. PTO for Sick Leave Purposes. When PTO has been requested for sick leave purposes, PTO shall be administered according to the Leaves Provisions Article Section 2.

iii. Separation. Employees separating from County employment shall have any unused PTO administered in the same manner that Vacation Leave is administered at separation according to the Leaves Provision Article Section1(b)(5).

iv. Employees who are subsequently hired into a position in a bargaining unit that does not contain the MBO, shall carry over their existing PTO balance and begin accruing vacation and sick leave immediately.

4. PTO Cash-Out.

i. An employee may elect to sell back accrued vacation leave at the then current base rate of pay. Employees may cashout vacation under procedures established by the Human Resources Department. In lieu of cash, an eligible

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

Future Accruals. On one occasion each calendar year an employee who had used one hundred and twelve (112) or more hours of specified leaves (i.e., PTO/Vacation) during the preceding calendar year may elect to convert up to one hundred and twelve (112) 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 (beginning in December of 2021), 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 fourteen (14) hours and no more than one hundred and twelve (112) 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. Once an election is made, if the employee does not request that the designated number of hours be sold back by pay period 25 of the calendar year in which the election is effective, the hours will be automatically converted to cash in pay period 26.

Existing Accruals. Existing PTO 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.

ii. In lieu of cash, an eligible employee may designate that part or all of the value of PTO 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.

5. Holiday Leave.

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

ii. Holiday Allowance.
Effective pp13/2022 the County will recognize the new holiday of June 19th as such employees will be awarded 11 hours of Annual Leave and the Maximum Allowed Unused Balance will be increase to 321 hours.

Effective pp14/2022	
Hours Per Year/Accrual Rate Per Pay Period	**Maximum Allowed Unused Balance**
154 hours/5.92	321 hours

iii. Holiday Administration. Holiday Leave shall be administered according to the Leave Provisions Article Section 3(b)(2), (3), (4), (6), and (7).

iv. Holiday Cash-Out. Employees may elect to sell back accrued holiday leave according to the Leave Provisions Article Section 3(b)(5) except that, under Option 1 (Future Accruals), employees may elect to convert up to one hundred forty-two (142) hours of accrued holiday leave into a cash payment, at the base rate of pay in effect at the time of the cash-out.

(c) Fire Suppression Aide II and Fire Suppression Aide III.

1. Accumulation. Employees in the classifications of Fire Suppression Aide II and Fire Suppression Aide III shall accrue, on a pro rata basis, PTO for completed pay periods. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive PTO accumulation on a pro-rata basis provided, however, that the maximum combined vacation and PTO accrual that may be carried over to future calendar years shall not be prorated. Such PTO allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed 1,040 hours of continuous service from the employee's hire date.

2. PTO Allowance.

Length of Service From Hire Date	**PTO Allowance**	**Approximate Accrual Rate Per Pay Period**	**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 10,400 service hours	180 hours	6.92 hours	270 hours	320 hours*
Over 10,400 service hours	216 hours	8.31 hours	324 hours	404 hours*

*The employee’s maximum allowed PTO balance may not exceed 270 and 324

hours, as applicable.

3. Administration.

   i. PTO for Vacation Leave Purposes. When PTO has been requested for vacation leave purposes, PTO shall be administered according to the Leave Provisions Article Section 1(c)(3) and (4).

   ii. PTO for Sick Leave Purposes. When PTO has been requested for sick leave purposes, PTO shall be administered according to the Leave Provisions Article Section 2.

   iii. Separation. Employees separating from County employment shall have any unused PTO administered in the same manner that Vacation Leave is administered at separation according to the Leave Provision Article Section1(c)(5).

   iv. Employees who are subsequently hired into a position in a bargaining unit that does not contain the MBO, shall carry over their existing PTO balance and begin accruing vacation and sick leave immediately.

4. PTO Cash-Out. On one occasion each calendar year, an employee who had used eighty (80) or more hours of PTO during the preceding calendar year may elect to convert up to sixty (60) hours of accrued specified leave (i.e., Vacation and/or 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. Once an election is made, if the employee does not 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.

5. Holiday Pay. Employees shall not accrue any holiday leave, but shall be paid twice their base hourly rate for all hours actually worked up to 12 hours per shift on the following holidays:

January 1	Thanksgiving
Last Monday in May	Day after Thanksgiving
July 4th	December 24th
First Monday in September	December 25th
November 11th	December 31st
June 19th	

(d) Accrual Carryover Following Benefit Change.

1. Traditional Benefit Option to Modified Benefit Option.

i. Employees who convert from the traditional benefit option to the MBO shall carry over and may utilize their existing vacation, holiday, and sick leave balances; provided, however, that employees in the classifications of Firefighter EMT, Firefighter Paramedic, Captain, and Engineer shall no longer accrue vacation leave and sick leave after converting to the MBO, and employees in the classifications of Fire Suppression Aide II and Fire Suppression Aide III shall no longer accrue vacation leave, holiday leave, and sick leave. After converting to the MBO the employee shall be immediately eligible to accrue PTO.

ii. Vacation Cash-Out. Employees who met the eligibility requirements for the vacation cash-out prior to selecting the MBO, and predesignated to cash-out vacation leave during the required pre-designation period while in the traditional benefit option, shall remain eligible to cash-out vacation leave. However, employees enrolled in the MBO shall not be eligible to pre-designate to cash-out vacation leave while enrolled in the MBO unless employee intends to convert to the traditional benefit option during next calendar year's open enrollment period and start accruing vacation that calendar year. Additionally, employees in the classifications of Firefighter EMT, Firefighter Paramedic, Captain, and Engineer who select the MBO will continue to have the option to cash-out existing vacation accruals provided by Option 2 in the Leave Provisions Article Section 1(b)(6).

2. Modified Benefit Option to Traditional Benefit Option.

i. Employees who convert from the MBO to the traditional benefit option shall carry over and may utilize their existing PTO balance (if any) and begin accruing vacation, holiday, and sick leave immediately according to the Leave Provisions Article; however, the maximum combined PTO and vacation accrual that may be carried over to a future calendar year shall not exceed this employee's allowed maximum vacation accrual balance at the end of the calendar year as established in the Leave Provisions Article Section 1(b)(2) for employees in the classifications of Firefighter EMT, Firefighter Paramedic, Captain, and Engineer; and Section 1(c)(2) for employees in the classifications of Fire Suppression Aide II and Fire Suppression Aide III.

ii. PTO Cash-Out. Employees who met the eligibility requirements for the PTO cash-out prior to converting from the MBO to the traditional benefit option, and predesignated to cash-out PTO during the required pre-designation period while in the MBO, shall remain eligible to cash-out PTO. However, employees enrolled in the traditional benefit option shall not be eligible to pre-designate to cash-out PTO while enrolled in the traditional benefit option unless employee intends to convert to the MBO during next calendar year's open enrollment period and start accruing PTO that calendar year. Additionally, employees in the classifications of Firefighter EMT, Firefighter

Paramedic, Engineer, and Captain who convert from the MBO to the traditional benefit option will continue to have the option to cash-out existing PTO according to this Article's Section 4(b)(4)(ii).

MEDICAL AND DENTAL COVERAGE

Section 1 - Medical and Dental Plan Coverage

(a) All eligible employees scheduled to work fifty-six (56) hours (40 hours for Fire Suppression Aides) or more per pay period in a regular position must enroll in a medical and dental plan offered by the District/County. Employees who fail to elect medical and dental plan coverage will be automatically enrolled in the medical and dental plan with the lowest bi-weekly premium rates available in the geographical location of the employee's primary residence. Medical and dental plan coverage will become effective on the first day of the pay period following the first pay period in which a Firefighter EMT, Firefighter Paramedic, Engineer, or Captain is scheduled for and receives pay for a minimum of fifty-six (56) hours. Medical and dental plan coverage will become effective on the first day of the pay period following the first pay period in which a Fire Suppression Aide is scheduled to work for forty (40) hours or more and received pay for at least one-half plus one hour of scheduled hours.

Effective July 30, 2022
All eligible employees scheduled to work fifty-six (56) hours (40 hours for Fire Suppression Aides) or more per pay period in a regular position must enroll in a medical and dental plan offered by the District/County. Employees who fail to elect medical and dental plan coverage will be automatically enrolled in the medical and dental plan with the lowest bi-weekly premium rates available in the geographical location of the employee's primary residence. Medical and dental plan coverage will become effective on the first day of the pay period following the first pay period in which a Firefighter EMT, Firefighter Paramedic, Engineer, or Captain is scheduled a minimum of fifty-six (56) hours and in paid status. Medical and dental plan coverage will become effective on the first day of the pay period following the first pay period in which a Fire Suppression Aide is scheduled to work for forty (40) hours or more and is in paid status.

(b) To continue enrollment in District/County medical and dental plan coverage, an employee must remain in a regular position scheduled to work a minimum of fifty-six (56) hours (40 hours for Fire Suppression Aides) in a pay period and have received pay for a minimum of one-half his/her regularly scheduled hours (one-half plus one hour of scheduled hours for Fire Suppression Aides) or be on an approved leave for which continuation of medical and dental coverage is expressly provided under Section 5 of this Article, or be eligible for and have timely paid the premium for COBRA continuation coverage.

Effective July 30, 2022 - To continue enrollment in District/County medical and dental plan coverage, an employee must remain in a regular position scheduled to work a minimum of fifty-six (56) hours (40 hours for Fire Suppression Aides) in a pay period and be in paid status or be on an approved leave for which continuation of medical and dental coverage is expressly provided under Section 5 of this Article, or be eligible for and have timely paid the premium for COBRA continuation

coverage.

(c) Eligible employees may elect to enroll their dependents upon initial eligibility for medical and dental insurance. Thereafter, newly eligible dependents may be enrolled within sixty (60) days of obtaining eligibility status, such as birth, adoption, marriage, or registration of domestic partnership.

(d) Dependent(s) must be removed mid-Plan Year when a dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules, for example, divorce, overage dependent, or termination of domestic partnership.

(e) Enrollment elections must remain in effect for the remainder of the Plan Year unless an employee experiences a mid-year qualifying event

(f) Notification of a mid-year qualifying event must be submitted to the Human Resources Employee Benefits Division in accordance with procedures adopted by the District. Employees are responsible for notifying the District within sixty (60) days of any change in eligibility for the District's plans.

(g) Premiums for coverage will be automatically deducted from the employee's pay warrant. In specific circumstances, in the absence of sufficient earnings to cover the deduction for premiums, the employee may be given another payment option. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents.

(h) During the period in which this agreement is in full force and effect, should any other recognized bargaining unit reach a signed agreement with the County that results in a change in terms of that bargaining unit in the County's medical plans, the County and San Bernardino Professional Firefighters Local 935 agree to meet and confer on the specific topic of Local 935's terms and participation in the County's medical plan.

Section 2 - Opt-out and Waive

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

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

To receive the opt-out or waive amounts of this Section Firefighter EMTs, Firefighter Paramedics, Engineers, and Captains must be paid for a minimum of fifty-six (56) of his/her regularly scheduled hours. For instance, an employee scheduled to work one hundred twelve (112) hours per pay period must be paid for a minimum of fifty-six (56) hours during a pay period to receive the opt-out or waive amounts. Fire Suppression Aide IIs and IIIs must be paid for a minimum of one-half plus one of his/her scheduled hours. For instance, an employee scheduled to work 80 hours must be paid for a minimum of forty-one (41) hours during a pay period to receive the opt-out or waive amounts.

Effective July 30, 2022 - To receive the opt-out or waive amounts of this Section Firefighter EMTs, Firefighter Paramedics, Engineers, and Captains must be in a position regularly scheduled for a minimum of fifty-six (56) hours and in paid status.

All employees who elect to opt-out or waive District/County-sponsored medical plan coverage will receive twenty dollars ($20.00) per pay period ($40.00 per pay period for Fire Suppression Aides) in lieu of the Medical Premium Subsidy described below. Fire Suppression Aides who opt-out or waive and are scheduled for 40 to 60 hours will receive twenty dollars ($20.00) per pay period.

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

1. Employees may elect to opt-out or waive District/County medical and/or dental plan(s) within sixty (60) calendar days of the effective date of coverage of another employer-sponsored group plan. Proof of initial gain of other employer group coverage is required at the time the opt-out or waive is elected.

2. Employees may elect to opt-out or waive District/County-sponsored medical and/or dental plan(s) during an annual open enrollment period. All employees who are newly opting-out during an open enrollment period must provide verification of other employer group coverage.

3. Employees who voluntarily or involuntarily lose their other employer group medical and/or dental plan coverage must enroll in a District/County-sponsored medical and/or dental plan within sixty (60) calendar days. Enrollment in the District/County-sponsored medical and/or dental plan will be provided in accordance with the requirements of the applicable plan. If the employee elects not to enroll his/her eligible dependents, the dependents may only be added at a subsequent annual open enrollment period.

4. There must be no break in the employee's medical and dental plan coverage between the termination date of the other employer group coverage and enrollment in a District/ County-sponsored medical and dental plan. The retroactive enrollment period and premiums required to implement coverage are subject to the terms and conditions of the applicable plan. Failure to notify the District of loss of group coverage within sixty (60) calendar days will require the employee to pay his/her insurance premiums retroactively on an after-tax basis.

Section 3 - Medical Premium Subsidy

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

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

(b) Eligibility.

Firefighters, Engineers, and Captains in regular positions scheduled and paid for a minimum of fifty-six (56) hours per pay period, who are enrolled in a District/County-sponsored medical plan, are eligible to receive the MPS towards the cost of medical coverage. Fire Suppression Aides in regular positions scheduled for a minimum of forty (40) hours per pay period and paid at least one-half plus one hour of their scheduled hours are eligible to receive the MPS towards the cost of a District/County-sponsored medical plan.

Effective July 30, 2022
Firefighters, Engineers, and Captains in regular positions scheduled for a minimum of fifty-six (56) hours per pay period and in paid status, who are enrolled in a District/County-sponsored medical plan, are eligible to receive the MPS towards the cost of medical coverage. Fire Suppression Aides in regular positions, in paid status and scheduled for a minimum of forty (40) hours per pay period are eligible to receive the MPS towards the cost of a District/County-sponsored medical plan.

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

(c) Subsidy Amounts.

Employees in the classification of Firefighter, Engineer, and Captain shall receive MPS in the amounts per pay period as set forth below:

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

Effective 7/18/2020	
Coverage Type	**MPS Amount**
Employee Only	$178.66
Employee + 1	$380.34
Employee + 2	$521.08

Effective 7/17/2021	
Coverage Type	**MPS Amount**
Employee Only	$181.16
Employee + 1	$384.09
Employee + 2	$526.08

Effective 7/16/2022	
Coverage Type	**MPS Amount**
Employee Only	$183.66
Employee + 1	$387.84
Employee + 2	$531.08

Employees in the classification of Fire Suppression Aide II and Fire Suppression Aide III shall receive a Medical Premium Subsidy (MPS) in the following amounts per pay period:

Coverage Type	Scheduled for 41 to 60 Hours	Scheduled for 61 to 80 hours
Employee Only	$ 99.70	$199.40
*Grandfathered Employee Only	$117.33	$234.65
Employee + 1	$172.83	$345.66
Employee + 2	$243.10	$486.11

*Grandfathered Employee Only – Only those employees who prior to July 21, 2018 elected the Employee Only – Highest Cost HMO coverage and continue to elect the Employee Only – Highest Cost HMO coverage will continue to receive either $117.33 or $234.65 per pay period, as applicable. However, those employees who prior to July 21, 2018 elected the Employee Only – Highest Cost HMO coverage who subsequently elect another plan option shall no longer be eligible to receive the grandfathered amounts of either $117.33 or $234.65 per pay period, as applicable, and shall receive the applicable amount listed in the chart above.

Effective 7/18/2020		
Coverage Type	**Scheduled for 41 to 60 Hours**	**Scheduled for 61 to 80 hours**
Employee Only	$100.95	$201.90
*Grandfathered Employee Only	$117.33	$234.65
Employee + 1	$174.71	$349.41
Employee + 2	$245.56	$491.11

Effective 7/31/2021		
Coverage Type	**Scheduled for 41 to 60 Hours**	**Scheduled for 61 to 80 hours**
Employee Only	$102.20	$204.40
*Grandfathered Employee Only	$117.33	$234.65
Employee + 1	$176.58	$353.16
Employee + 2	$248.06	$496.11

Effective 7/30/2022		
Coverage Type	**Scheduled for 41 to 60 Hours**	**Scheduled for 61 to 80 hours**
Employee Only	$103.45	$206.90
*Grandfathered Employee Only	$117.33	$234.65
Employee + 1	$178.46	$356.91
Employee + 2	$250.56	$501.11

*Grandfathered Employee Only – Only those employees who prior to July 21, 2018 elected the Employee Only – Highest Cost HMO coverage and continue to elect the Employee Only – Highest Cost HMO coverage will continue to receive either $117.33 or $234.65 per pay period, as applicable. However, those employees who prior to July 21, 2018 elected the Employee Only – Highest Cost HMO coverage who subsequently elect another plan option shall no longer be eligible to receive the grandfathered amounts of either $117.33 or $234.65 per pay period, as applicable, and shall receive the applicable amount listed in the chart above.

Section 4 - Dental Premium Subsidy (Fire Suppression Aides Only)

Fire Suppression Aide IIs and IIIs in regular positions scheduled for a minimum of forty (40) hours per pay period, paid at least one-half plus one hour of their scheduled hours, and are enrolled in both a District/County-sponsored medical plan and dental plan, are eligible to receive a Dental Premium Subsidy (DPS) as follows:

Effective July 30, 2022 - Fire Suppression Aide IIs and IIIs in regular positions scheduled for a minimum of forty (40) hours per pay period, in paid status, and are enrolled in both a District/County-sponsored medical plan and dental plan, are eligible to receive a Dental Premium Subsidy (DPS) as follows:

Coverage Type	Dental Premium Subsidy
Employee Only Employee + 1 Employee + 2	$9.46 per pay period

The applicable DPS amount shall be paid directly to the provider of the District/County Fire sponsored dental plan in which the eligible employee has enrolled. In no case shall

the DPS exceed the total cost of the dental insurance premium for the coverage selected (e.g., when the DPS amounts exceed the dental plan cost).

Section 5 - Needles Premium Subsidy

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

Section 6 - Eligibility for MPS and DPS While on Leave

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

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

(b) Pregnancy Disability Leave (PDL) - An employee is eligible for continuation of MPS in accordance with applicable law.

(c) Per Episode of Illness or Injury – Employees who are on an approved medical leave of absence and whose paid hours in a pay period are less than fifty-six (56) hours (40 hours for Fire Suppression Aides) will continue to receive MPS for up to six (6) pay periods per episode of illness or injury.

(d) Workers' Compensation (Fire Suppression Aides) - Employees who are on an approved leave based on an approved workers' compensation claim shall continue to receive the MPS and DPS for up to twenty (20) pay periods while off work due to that work injury as long as the employee pays his/her portion of the premiums on time. Should any subsequent workers' compensation claims occur during the initial twenty (20) pay periods, the remaining MPS eligibility from the original claim shall run concurrent with any additional approved workers' compensation claims that occur during the initial claim. For example, if the employee is receiving the MPS and DPS for twenty (20) pay periods for an injury and after ten (10) pay periods another workers' compensation claim is approved and the employee is eligible to receive the

MPS and DPS for an additional twenty (20) pay periods, ten (10) pay periods will run concurrent with the initial claim, for a total of 30 pay periods.

Employees who are still on workers' compensation after the expiration of the initial twenty (20) pay periods shall continue to receive MPS provided the employee is fully integrating appropriate paid leave time.

(e) Short-Term Disability - Employees who are fully integrating paid leave time with either Short-Term Disability (STD) insurance shall receive the MPS. "Fully integrating paid leave time" means that the total amount of the STD or SDI and the employee's paid hours (i.e., paid leave and/or regular time) equals 100% of the employee's pay.

MEDICAL EMERGENCY LEAVE

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

(a) The employee must have regular status with the District or one (1) year of continuous service in a regular position with the District.

(b) The employee must meet all of the following criteria before he or she becomes eligible for Medical Emergency Leave donation: (1) Be on an approved medical leave of absence for at least thirty (30) consecutive calendar days (i.e., two hundred and forty (240) working hours for Firefighter EMTs, Firefighter Paramedics, Engineers, and Captains and one hundred and sixty (160) working hours for Fire Suppression Aide IIs and IIIs) 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 (i.e., two hundred and forty (240) working hours for Firefighter EMTs, Firefighter Paramedics, Engineers, and Captains and one hundred and sixty (160) working hours for Fire Suppression Aide IIs and IIIs) (3) Have exhausted all useable leave balances prior to initial eligibility for Medical Emergency Leave donations – subsequent accruals will not affect eligibility; and (4) Have also recorded at least one hundred twelve (112) hours of sick leave without pay (forty (40) hours for Fire Suppression Aide IIs and IIIs) during the current period of disability.

(c) An employee is not eligible for Medical Emergency Leave if he or she is receiving Workers' Compensation benefits. An employee receiving Short-Term Disability (STD) payments from the STD plan and who is also using/coding MEL, shall not receive a combined payment for those MEL hours and STD payments that would exceed the employee's biweekly base salary. The County must receive proof of STD benefits indicating the payment dates and the amount of the benefit from the benefit provider and/or the Department.

(d) Vacation, holiday, and compensatory time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours, [or in the case of holiday leave, only, four (4) hours] not to exceed a total of fifty percent (50%) of an employee's annual vacation, holiday, or compensatory time accrual per employee. The donation may be made for a specific employee, regardless of rank of occupational unit, in the time frames established by the Human Resources Division.

The employee (donee) using/coding the Medical Emergency Leave will be taxed accordingly.

(e) The donation is to be for the employee's Medical Emergency Leave only; the donation to one (1) employee is limited to a total of one thousand four hundred and fifty six (1,456) hours per fiscal year. The maximum of 1,456 hours shall be prorated for those employees scheduled less than 56 hours per week. Example: An employee who is regularly scheduled forty (40) hours per week is eligible for a maximum donation of one thousand forty (1,040) hours of Medical Emergency Leave.

(f) The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee. Medical Emergency Leave is not for use to care for a member of the employee's family. Job and/or personal stress (not the result of a diagnosed mental disorder) are specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by the Center for Employee Health and Wellness or medical designee, is required for initial and continued eligibility. An employee shall be eligible to utilize and receive Medical Emergency Leave during the pay period they are on the approved long term leave of absence.

(g) The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies (i.e., MPS, Opt-out/Waive amounts) per the minimum paid hours (i.e., paid status) per pay period requirement of the Medical and Dental Coverage Article, or the requirement of Federal and State Family Leave Acts, as applicable to the individual employee.

(h) An employee using/coding leave under this program is not eligible for receipt of any accruals such as vacation leave, sick leave, or retirement credit.

(i) Medical Emergency Leave hours will count towards the accountable hours used to determine holiday leave eligibility.

(j) Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.

(k) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals or shall be returned to the donor employee(s) as follows:

1. An employee who resigns while on Medical Emergency Leave (i.e., an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee) shall be paid at one hundred percent (100%) of his/her base hourly rate of pay for all unused Medical Emergency Leave up to 224 hours (up to 176 hours for Fire Suppression Aide IIs and IIIs) at time of resignation in accordance with payroll procedures established by the County Auditor-Controller/Treasurer/Tax Collector. In the case of employees who die while on Medical Emergency Leave, the employees spouse or registered domestic partner, unless otherwise specified on the Beneficiary Designation For Last Warrant form on file with the ATC, shall be paid at one hundred percent

(100%) of the deceased employee's base hourly rate for all unused Medical Emergency Leave up to 224 hours (up to 176 hours for Fire Suppression Aide IIs and IIIs) at the time of the employee's death in accordance with payroll procedures established by the County Auditor-Controller/Treasurer/Tax Collector. Any unused Medical Emergency Leave in excess of 224 hours (176 hours for Fire Suppression Aide IIs and IIIs) shall be returned to the donor(s), in accordance with the procedures established by the County.

2. An employee on Medical Emergency Leave who has received the approval of his/her physician and the Center for Employee Health and Wellness to return to full time work shall be required to return all unused Medical Emergency Leave to the donor(s), in accordance with the procedures established by the County.

(l) The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for actual administrative costs.

(m) Solicitation of donors shall be regulated by the Human Resources Department, names of donors are to be confidential, and the privacy rights of the donee upheld per legal requirements.

(n) All donors and donees shall sign release forms designed, retained, and affected by the Human Resources Department.

MERIT ADVANCEMENTS

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

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

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

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

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

ON CALL COMPENSATION

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 on-call duty. On-call 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 $7.25 for each full hour of on-call duty. Said compensation is exclusive of any hours worked under provisions of the Article on “Call Back.”

OPERATIONS LEADERSHIP TEAM

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

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

(a) Review and provide input on proposed District policies and procedures;

(b) Develop, review and prioritize work simplification project proposals; and,

(c) Develop and review solutions to specific program problems.

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

OVERTIME

Section 1 - Firefighter EMT, Firefighter Paramedic, Engineer, and Captain

(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; provided, however, that sick leave used by employees on leave restriction plans, except pre-approved sick leave, shall not be considered as time actually worked for the purpose of calculating overtime. 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 Fire Chief shall have the authority to assign overtime.

(b) Overtime Compensation. Any employee authorized by the Fire Chief or authorized representative to work overtime shall be compensated at premium rates; i.e., one and one-half (1-1/2) times the employee's regular rate of pay.

(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.

Section 2 - Fire Suppression Aides

(a) Policy. It is the responsibility of the Appointing Authority, or designee, to arrange for the accomplishment of workload under their jurisdiction within the normal tour of duty of employees. County Fire has the right to require overtime to be worked as necessary.

(b) Definition. Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. For purposes of defining overtime, sick leave shall not be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is non-cumulative and non- payable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals.

(c) Overtime Compensation. Any employee authorized by the Appointing Authority, or designee, to work overtime shall be compensated at premium rates, i.e., one and one-half (1½) times the employee's regular rate of pay. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

In lieu of cash payment upon request of the employee and approval of the Appointing Authority, or designee, an employee may accrue compensating time off at premium hours. Cash payment at the employees' base rate of pay shall automatically be paid for any compensating time which exceeds eighty (80) hours,

for any hours on record immediately prior to promotion, demotion or termination of employment.

(d) Work Period. The work period for purposes of overtime, established for employees in this MOU, commences at 12:01 a.m. Saturday and ends at 12:00 a.m. (midnight) the following Friday of each week. This provision does not otherwise limit the ability of the Appointing Authority to modify work schedules in accordance with the article on, "Standard Tour of Duty." The Appointing Authority or designee may terminate or modify an employee's work schedule at any time upon review and evaluation of its effectiveness in meeting the department's workload requirements, cost effectiveness and/or an employee's ability to meet the department's standards in effectively completing work requirements.

PARAMEDIC PAY STIPEND

Firefighter Paramedics and Engineers who are certified by the District as a paramedic and by management to perform paramedic functions on a full-time regular basis shall receive a paramedic pay stipend of two-hundred dollars ($200.00) per month ($92.31 per pay period). Additionally, the Captain who is permanently assigned as a Flight Paramedic who is required to be certified by the District as a paramedic and by management to perform paramedic functions on a full-time regular basis shall receive a paramedic pay stipend of two-hundred dollars ($200) per month ($92.31 per pay period). Effective October 12, 2019, the paramedic pay stipend shall be increased to two-hundred and fifty dollars ($250.00) per month (approximately $115.39 per pay period). Effective October 24, 2020, the paramedic pay stipend shall be increased to three-hundred dollars ($300.00) per month (approximately $138.47 per pay period). Effective October 23, 2021, the paramedic pay stipend shall be increased to three-hundred and fifty dollars ($350.00) per month (approximately $161.55 per pay period). Effective the pay period following Board approval of this Side Letter Agreement, the paramedic pay stipend shall be increased to six-hundred eighty dollars ($680.00) per month (approximately $313.85 per pay period). Effective October 22, 2022, the paramedic pay stipend shall be increased to seven hundred and ten dollars ($710.00) per month (approximately $327.69 per pay period). Firefighter Paramedics, Engineers, and the Captain assigned as a Flight Paramedic receiving such pay are required to maintain certification and to perform paramedic duties, as needed.

Effective the pay period following Board approval, County Fire shall begin to phase out the Paramedic Pay for Captains, except for the one Captain who is permanently assigned as a Flight Paramedic. All Captains in the unit as of the date of Board approval of the MOU who are certified by the District as a paramedic and by management to perform paramedic functions on a full-time regular basis and receiving the paramedic pay stipend shall be grandfathered and continue to receive the $200 monthly Paramedic Pay (i.e., the grandfathered Captains shall not receive the increased paramedic pay stipend amounts, except for the Captain Flight Paramedic). Any employee who promotes to or who is hired as Captain subsequent to Board approval of the MOU shall not be eligible to receive the Paramedic Pay.

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

PAY PERIOD

A pay period shall be comprised of fourteen (14) calendar days. The first pay period under this Agreement shall commence at 12:01 a.m. Saturday, August 31st, 2019, and shall end at 12:00 a.m. (midnight) on the second Friday thereafter. Each subsequent fourteen (14) day period shall commence on the succeeding Saturday at 12:01 a.m. and shall end at midnight on the second Friday thereafter. Paychecks shall be issued on the second Wednesday following the end of the preceding pay period, provided that the Auditor-Controller/Treasurer/Tax Collector may issue pay checks at an earlier date if possible.

PAYROLL ADJUSTMENTS

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

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

In those situations where the employee has been underpaid by seven and one-half percent (7½ %) or more of their base pay in the immediately preceding pay period, through no fault of their own, the employee may request an on-demand payment to correct the error. The County Fire payroll section shall complete the request for on-demand pay and forward it and any necessary approval of the Appointing Authority to the Auditor-Controller within one (1) working day of receipt of the employee's request. The Auditor-Controller's Office shall pay the employee the amount due within two (2) working days of receipt for the on-demand pay from the department. For this section,

base pay shall be determined by multiplying the employee's base rate of pay by the number or hours in their usual work schedule.

The County's Human Resources Director must authorize payroll adjustments to correct any payroll error or omission for instances arising more than thirteen (13) pay periods prior to the request for payroll adjustment.

PREHEARING DISCUSSIONS

The parties agree that prior to submitting an unfair labor practice charge; or prior to the filing of a civil lawsuit, both parties shall discuss such matters at the earliest moment.

All parties agree to provide full disclosure and to extend good faith efforts to resolve disputes through these discussions. Such discussions on offers of settlement may not be revealed at subsequent hearing.

Nothing in this Article shall serve to waive the rights of the appellants or their representatives to the appeal procedure due to a lapse of time resulting from such prehearing discussions.

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.

PROBATIONARY PERIOD

Employees in this unit shall serve a probationary period. The probationary period for Firefighter EMTs, Firefighter Paramedics, Engineers, and Captains shall be two thousand nine hundred and twelve (2,912) service hours and end at the end of the day in which the employee has completed the required number of service hours. The probationary period for Fire Suppression Aides shall be one thousand and forty (1,040) service hours and end at the end of the day in which the employee has completed the required number of service hours.

The probationary period will be automatically extended for each hour during which the employee is on leave without pay or on military leave, past thirty (30) days whether paid or unpaid. In situations where the employee is on continuous paid sick leave for eighty (80) or more consecutive hours, or on modified duty for occupational or non-

occupational reasons, the probationary period may be extended at the discretion of the Appointing Authority. Such extension is in addition to the eighteen (18) pay period extension allowed by the Personnel Rules.

PROMOTIONS

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. Subject to the special provision below for employees on the Firefighter EMT salary range, a promoted employee shall receive at least the entrance rate of the new range, or mathematically closest to a five percent (5%) salary increase, whichever is greater, provided that no employee is thereby advanced above the top step of the higher base salary range. An employee that has six (6) or fewer pay periods until a step advancement is due at the time of promotion, shall have the next step rate used to determine their new pay rate at the time of promotion. At the discretion of the Fire Chief, and with the approval of the Human Resources Director, an employee may be placed at any step within the higher base salary range. Promotions shall be effective only at the beginning of a pay period, unless an exception is approved by the Human Resources Director. A promoted employee shall be required to serve a new probationary period of twenty-six (26) pay periods prior to attaining regular status. Advancement to the next appropriate step shall be contingent upon the completion of twenty-six (26) pay period hours of satisfactory work performance on the current step.

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

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

PROVISIONS OF LAW

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

REEMPLOYMENT

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

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

RENEGOTIATION

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

If the anticipated District revenues, at any time during this MOU, are expected to be reduced by $25,000,000 or more during the ensuing twelve (12) month period, the parties agree to reopen the MOU upon the request of either party to meet and confer over the economic impact of the anticipated reduction. The parties shall meet and confer no later than fifteen (15) days from the date of the request.

RETIREMENT MEDICAL TRUST FUND

A Retirement Medical Trust Fund will be established for eligible Unit employees. The Trust is administered by a Board of Trustees who manage the resources of the Trust Fund and determine appropriate investment options and administrative fees for managing the Trust Fund. The Trustees insure that payments of qualified medical expenses incurred by retirees or their eligible dependents are properly reimbursed. The Trust will establish individual accounts for each participant who will be credited with earnings/losses based upon the investment performance of the participant's individual account. All of the contributions to the Trust Fund will be treated for tax purposes as employer, non-elective contributions resulting in tax-free contributions for the District. All of the distributions from

the Trust Fund made to retirees or their eligible dependents for the reimbursement of qualified medical expenses as defined by the Internal Revenue Codes (including medical and other eligible insurance premiums) will also be non-taxable to the retiree or the retiree's eligible dependent(s).

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

Section 1 - Sick Leave Conversion Eligibility

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

Section 2 - Sick Leave Conversion Formula

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

The following conversion formulas shall apply to Firefighter Paramedics, Firefighter EMTs, Engineers, and Captains:

Amount of Remaining Sick Leave Hours	Cash Formula Value
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%

Effective October 12, 2019, the following conversion formulas shall apply to Firefighter Paramedics, Firefighter EMTs, Engineers, and Captains:

Amount of Remaining Sick Leave Hours	Cash Formula Value
672 hours or less	30%
673 to 840 hours	40%
841 to 1,008 hours	45%
1,009 to 1,176 hours	50%
1,177 to 1,344 hours	55%
1,345 to 1,780 hours	65%

The following conversion formulas shall apply to Fire Suppression Aide IIs and IIIs:

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

Effective October 12, 2019, the following conversion formulas shall apply to Fire Suppression Aide IIs and IIIs:

Amount of Remaining Sick Leave Hours	Cash Formula Value
480 hours or less	30%
481 to 600 hours	40%
601 to 720 hours	45%
721 to 840 hours	50%
841 to 1,300 hours	65%

Section 3 - District Contributions

The District shall contribute to the Trust an amount equal to a percentage of the base biweekly salary of eligible Firefighter Paramedics, Firefighter EMTs, Engineers, and Captains as follows:

Years of Completed County Service	Percentage
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%

The District shall contribute to the Trust an amount equal to a percentage of the base biweekly salary of eligible Fire Suppression Aide IIs and IIIs as follows:

Years of Continuous District Service	Percentage
10 but less than 15 years	1.00%
15 but less than 20 years	1.25%
20 or more years	1.50%

Effective October 9, 2021, the District shall contribute to the Trust an amount equal to a percentage of the base biweekly salary of all eligible Tier 1 Unit employees as follows:

Years of Completed County Service	Percentage
Seven but less than ten years*	1.00%
Ten but less than sixteen years	2.00%
Sixteen but less than twenty years	3.00%
Twenty or more years	4.00%

*Firefighter Paramedics, Firefighter EMTs, Engineers, and Captains with one year but less than ten years of service prior to October 9, 2021, and who were receiving the 1% County contribution to the Trust will continue to receive the 1% County contribution until they obtain ten years of service, at which time they will start receiving the County contribution as specified in the table above.

Effective October 9, 2021, the District shall contribute to the Trust an amount equal to a percentage of the base biweekly salary of all eligible Tier 2 Unit employees as follows:

Years of Completed County Service	Percentage
Seven but less than ten years*	1.00%
Ten but less than sixteen years	2.00%
Sixteen but less than twenty years	2.75%
Twenty or more years	3.00%

*Firefighter Paramedics, Firefighter EMTs, Engineers, and Captains with one year but less than ten years of service prior to October 9, 2021, and who were receiving the 1% County contribution to the Trust will continue to receive the 1% County contribution until they obtain ten years of service, at which time they will start receiving the County contribution as specified in the table above.

Contributions to the Trust shall not be considered earnable compensation.

Section 4 - Death

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

RETIREMENT SYSTEM CONTRIBUTIONS

Section 1 - Eligibility

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

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

Section 2 - Employee Contributions

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

Section 3 - Special Provisions (Certain Tier 1 Members Only)

Employees with at least 25 years of service as set forth in Government Code section 31625.3 as of July 2, 2011, and who have 30 years of service credit as set forth in Government Code section 31625.3 shall have one opportunity during the employee's employment to receive cash payments of seven percent (7%) of earnable compensation for up to twenty-six (26) pay consecutive pay periods.

Section 4 - Retirement Formula

(a) Tier 1 Retirement Formula

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

(b) Tier 2 Retirement Formula

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

SALARY ADJUSTMENT

Section 1 - Across-the-Board Increases

- Effective October 12, 2019, the District shall provide a three percent (3%) across the board salary increase to all salary ranges in the Unit.

- Effective October 10, 2020, the District shall provide a two and one-half percent (2.5%) across the board salary increase to all salary ranges in the Unit, subject to the following:

  If assessed values are less than a two percent (2.00%) increase in the 2018/19 fiscal year from the 2017/18 fiscal year; and/or, if the state or federal governments change funding allocations or reduce funding for the In-Home Support Services program (e.g., the Maintenance of Effort inflation factor is increased above four percent, etc.) then County Fire shall have the right to meet and confer with Local 935 over its financial ability to fund this increase, provided that any modification of this agreement must be by mutual written consent. If the parties are unable to reach an agreement by the effective date of the Year 2 across the board salary increase, the increase due on that date shall be deferred six (6) months from the date of the Year 2 across the board increase, or as otherwise agreed by the parties in the meet and confer process.

- Effective October 9, 2021, the District shall provide a three percent (3%) across the board salary increase to all salary ranges in the Unit, subject to the following:

  If assessed values are less than a two percent (2.00%) increase in the 2019/20 fiscal year from the 2018/19 fiscal year and/or if the state or federal governments change funding allocations or reduce funding for the In-Home Support Services program (e.g., the Maintenance of Effort inflation factor is increased above four percent, etc.) then County Fire shall have the right to meet and confer with Local 935 over its financial ability to fund this increase, provided that any modification of this agreement must be by mutual written consent. If the parties are unable to reach an agreement by the effective date of the Year 3 across the board salary increase, the increase due on that date shall be deferred six (6) months from the date of the Year 3 across the board increase, or as otherwise agreed by the parties in the meet and confer process.

- Effective July 30, 2022, the District shall provide a one percent (1%) across the board salary increase to all salary ranges in the Unit.

- Effective October 8, 2022, the District shall provide a three percent (3%) across the board salary increase to all salary ranges in the Unit, subject to the following:

  If assessed values are less than a two percent (2.00%) increase in the 2020/21 fiscal year from the 2019/20 fiscal year and/or if the state or federal governments change funding allocations or reduce funding for the In-Home Support Services program (e.g., the Maintenance of Effort inflation factor is increased above four percent, etc.) then County Fire shall have the right to meet and confer with Local 935 over its financial ability to fund this increase, provided that any modification of this agreement must be by mutual written consent. If the parties are unable to reach an agreement by the effective date of the Year 3 across the board salary increase, the increase due on that date shall be deferred six (6) months from the date of the Year 3 across the board increase, or as otherwise agreed by the parties in the meet and confer process.

- Effective February 25, 2023, the District shall provide a three percent (3%) across the board salary increase to all salary ranges in the Unit.

    - If the District's total Property Tax Revenue (amongst all Fire District Zones) is less than a two percent (2.00%) increase in 2021-22 compared to 2020-21 then the County Fire District shall have the right to meet and confer with Local 935 over its financial ability to fund this increase, provided that any modification of this agreement must be by mutual written consent.

    - If the parties are unable to reach an agreement by February 25, 2023, the increase due on that date shall be deferred until August 26, 2023, or as otherwise agreed by the parties in the meet and confer process.

Section 2 - Appendix B

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

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

SALARY RATES AND STEP ADVANCEMENTS

Section 1 - Step Advancements

New employees shall be hired at step 1 of the established base salary range, except as otherwise provided in this Agreement. Variable entrance steps may be established if justified by recruitment needs, including lateral entries, through top step with the approval of the Fire Chief and the Director of Human Resources Director. Except for promotions, all step advancements shall be based upon one (1) step increment in the base salary range. Within the base salary range, all step advancements will be on the first day of each pay period. Approval for advancement shall be based upon satisfactory work performance and completion of required length of service in the classification and upon the recommendation of the Fire Chief.

Employees shall be eligible for step advancement after completion of increments of 1,456 hours (1,040 hours for Fire Suppression Aides) until the top step of the range is reached.

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 (40 hours for Fire Suppression Aides). An appointing authority may request in limited exceptional

circumstances and with adequate justification, 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 subject to the recommendation of the Director of Human Resources and the final approval of the Chief Executive Officer or his/her designee. The Director of Human Resources or designee may authorize the adjustment of the salary step or salary rate of an employee to correct any payroll error or omission, including any such action which may have arisen in any prior fiscal year.

Section 2 - Range Adjustments

(a) Step Elimination:

- Effective October 12, 2019, County Fire shall eliminate steps 1 and 2 of Firefighter EMT, Firefighter Paramedic, Engineer, and Captain Ranges such that the current step 3 shall become the new step 1. Employees on old steps 1 and 2 at that time shall be immediately placed on the current step 3 (i.e., the new step 1). For those employees being advanced to the new step 1, service hours for the purposes of receiving their next merit advancement shall be reset.

- Effective July 18, 2020, County Fire shall eliminate steps 1 and 2 of Firefighter EMT and Firefighter Paramedic Ranges such that the then current step 3 shall become the new step 1. Employees on old steps 1 and 2 at that time shall be immediately placed on the then current step 3 (i.e., the new step 1). For those employees being advanced to the new step 1, service hours for the purposes of receiving their next merit advancement shall be reset.

  Further, effective July 18, 2020, County Fire shall eliminate steps 1, 2, and 3 of Engineer and Captain Ranges such that the then current step 4 shall become the new step 1. Employees on old steps 1, 2, and 3 at that time shall be immediately placed on the then current step 4 (i.e., the new step 1). For those employees being advanced to the new step 1, service hours for the purposes of receiving their next merit advancement shall be reset.

(b) New Top Steps:

- Effective April 11, 2020, County Fire shall add a new top step for all ranges except Fire Suppression Aides. The new top step shall be approximately two and one-half percent (2.50%) above the current top step.

  Employees who are at the existing top step on that date and have completed at least 1,456 service hours at that step and received a “Meets Job Standards” or above on their most recent Work Performance Evaluation (WPE) in the 12 consecutive months prior to the effective date of the new top step, are eligible to advance on April 11, 2020. Employees who have not completed at least 1,456 service hours at that step on that date shall be eligible to move to the new top step upon completion of 1,456 service hours and receiving at least a “Meets Job Standards” or above on their WPE.

- Effective April 10, 2021, County Fire shall add a new top step for all ranges except Fire Suppression Aides. The new top step shall be approximately two and one-half percent (2.50%) above the current top step.

  Employees who are at the existing top step on that date and have completed at least 1,456 service hours at that step and received a “Meets Job Standards” or above on their most recent Work Performance Evaluation (WPE) in the 12 consecutive months prior to the effective date of the new top step, are eligible to advance on April 10, 2021. Employees who have not completed at least 1,456 service hours at that step on that date shall be eligible to move to the new top step upon completion of 1,456 service hours and receiving at least a “Meets Job Standards” or above on their WPE.

- Effective April 9, 2022, County Fire shall add a new top step for all ranges except Fire Suppression Aides. The new top step shall be approximately two and one-half percent (2.50%) above the current top step.

  Employees who are at the existing top step on that date and have completed at least 1,456 service hours at that step and received a “Meets Job Standards” or above on their most recent Work Performance Evaluation (WPE) in the 12 consecutive months prior to the effective date of the new top step, are eligible to advance on April 9, 2022. Employees who have not completed at least 1,456 service hours at that step on that date shall be eligible to move to the new top step upon completion of 1,456 service hours and receiving at least a “Meets Job Standards” or above on their WPE.

- Effective April 8, 2023, County Fire shall add a new top step for all ranges except Fire Suppression Aides. The new top step shall be approximately two and one-half percent (2.50%) above the current top step.

  Employees who are at the existing top step on that date and have completed at least 1,456 service hours at that step and received a “Meets Job Standards” or above on their most recent Work Performance Evaluation (WPE) in the 12 consecutive months prior to the effective date of the new top step, are eligible to advance on April 8, 2023. Employees who have not completed at least 1,040 service hours at that step on that date shall be eligible to move to the new top step upon completion of 1,040 service hours and receiving at least a “Meets Job Standards” or above on their WPE.

- Effective October 7, 2023, County Fire shall add a new top step to the Captain Range. The new top step shall be approximately two and one-half percent (2.50%) above the current top step.

  Employees who are at the existing top step on that date and have completed at least 1,456 service hours at that step and received a “Meets Job Standards” or above on their most recent Work Performance Evaluation (WPE) in the 12 consecutive months prior to the effective date of the new top step, are eligible to advance on October 7, 2024. Employees who have not completed at least 1,040 service hours at that step on that date shall be eligible to move to the new top

step upon completion of 1,040 service hours and receiving at least a “Meets Job Standards” or above on their WPE.

(c) Range Reset: Effective October 10, 2020, County Fire shall provide a one-time reset to all ranges, except Fire Suppression Aides, such that the spread between steps is approximately 2.5%.

(d) Effective the pay period following Board approval, the salary range for Captains will be increased by approximately two- and one-half percent (2.5%) at every step as an equity increase.

Step hours shall not be reset for employees who receive an equity increase. Therefore, employees shall be eligible to advance to the next step, if applicable, upon completion of 1,496 service hours from their most recent merit advancement in accordance with the requirements of the Merit Advancements Article.

SECTION 125 PREMIUM CONVERSION PLAN

(a) Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for medical insurance, dental insurance, vision insurance, voluntary life (to the IRS specified limit) and accidental death and dismemberment insurance premiums currently maintained for Unit employees or any other program(s) mutually agreed upon by the parties. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.

(b) Benefit Plan elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees’ Retirement Association.

(c) To be eligible for this benefit, an employee must be in a regular position and be regularly scheduled to work at least fifty-six (56) hours in a pay period (forty (40) hours in a pay period for Fire Suppression Aide II and III) or must have received the benefits under section (a) immediately prior to being on an approved leave of absence for which continuation of these benefits is expressly provided under Section 5 of the Medical and Dental Coverage Article.

(d) Election of pre-tax and after-tax payroll deductions shall be made within sixty (60) days of the initial eligibility period in a manner and on such forms designated by the Human Resources Employee Benefits and Services Division. Failure to timely submit appropriate paperwork will result in after-tax deductions for all eligible premiums for the remainder of the Plan year.

(e) Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County’s Section 125 Plan Document. The employee must submit request for a change due to a mid-year qualifying event within sixty (60) days of the qualifying event. The County’s Human Resources

Employee Benefits and Services Division will authorize changes as long as the change is made on account of and consistent with an employee's change in status.

SHORT TERM DISABILITY (STD) INSURANCE

The County will pay to Local 935, twenty-nine dollars and fifty cents ($29.50) times the number of employees in the Unit in regular positions at that particular time for the STD plan picked by Local 935. Participation is mandatory for all employees in the Unit. Local 935 shall have sole fiduciary and administrative responsibility to pay premiums to its provider. These payments shall not be reported to the Retirement System as "Earnable Compensation."

SMOKING

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

SPECIAL ASSIGNMENT COMPENSATION

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

Requests for special assignment compensation may be initiated by the Fire Chief or an employee via the Fire Chief or designee. The eligibility of the special assignment compensation request shall be subject to the review and approval of the Director of Human Resources. The appointing authority and the employee bear mutual responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this Article. It is important to obtain Human Resources Department review of the request in advance of the date the employee begins the assignment, because there is no guarantee the request will be approved. Under no circumstances will Temporary Performance Compensation be granted retroactively. 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 Director of Human Resources or designee will determine the amount in increments of one-half (½%) percent, from a minimum of two and one-half percent (2½%) up to a maximum of

seven and one-half percent (7½%). It is the responsibility of the requesting district to bear the cost of additional compensation. The bonus will be computed at the specified percentage of the current base pay of the employee for each pay period and will be paid each pay period, except that the final payment of an award which terminates between such payment dates shall be made on the scheduled pay day after the next complete pay period following such termination.

(b) Prior to the assignment of special assignment duties, that is the temporary assignment of more difficult duties requiring a greater level of skills(s), approval via the signed form must be received from the Director of Human Resources or designee. 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 Director of Human Resources. The Assistant Chief and the employee bear mutual responsibility for adherence to the special assignment compensation provision as defined above. At the end of the one (1) calendar year assignment, special compensation leave may be renewed, subject to the approval of the Director of Human Resources.

(c) Denial of compensation due to assignment criteria shall not be subject to review, appeal, or the Grievance Procedure.

SPECIAL CIRCUMSTANCES PAY

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

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

SPECIALTY PAY DIFFERENTIALS FOR FIREFIGHTERS, ENGINEERS, AND CAPTAINS

Section 1 - Urban Search & Rescue Team (USAR Team) and Hazardous Materials Team (Haz Mat Team)

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

volunteer to obtain the necessary certifications for inclusion on a team shall be required to attend said classes or courses on their own time.

(a) Urban Search & Rescue Team (USAR Team)

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

(b) Hazardous Materials Team (Haz Mat Team)

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

Section 2 - Other Specialty Pay Differentials

(a) Training Officer

Unit members regularly assigned to the Training Division or assigned a training function by the Fire Chief shall receive a bi-weekly differential equivalent to 7.5% of the top step Firefighter Paramedic level, after determination of appropriate training and certifications.

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

(b) Crew Superintendent

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

(c) Crew Foreman

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

Effective October 12, 2019, an employee who meets criteria and is certified as a Crew Foreman but is not assigned to Crew Foreman shall be eligible to receive a bi-weekly

differential equivalent to 1.5% of the top step Firefighter Paramedic level. County Fire will determine the number of employees that are needed and eligible for this differential.

(d) Heavy Equipment Operator

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

(e) Aircraft Rescue Firefighter (ARFF)

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

(f) Flight Crew Captain

An employee regularly assigned to perform as a Flight Crew Captain shall be eligible to receive a bi-weekly differential equivalent to 12.5% of the top step Firefighter Paramedic level. The Flight Crew Captain shall be required to hold the rank of Captain and shall oversee all helicopter operations in special operations, including, but not limited to, daily flight operations, rescue hoist operations, wildland air operations, paramedic duties for air rescue transport, search and rescue, and command control. An employee who is designated by the Department and meets the criteria for inclusion as a Flight Crew Captain (e.g., has the necessary hoist qualifications and has completed ground school) who is not assigned as a Flight Crew Captain shall be eligible to receive a bi-weekly differential equivalent to 1.5% of the top step Firefighter Paramedic level per pay period, to maintain the necessary hoist qualifications and ground school education.

(g) Flight Paramedic

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

(h) Tele-Staff Differential

Employees who are regularly assigned by management to perform the tele-staff duties shall receive a differential of 2.50% of the top step Firefighter Paramedic hourly rate.

This compensation shall not be paid during any period of extended leave, e.g., more than 112 consecutive hours, during which the employee is no longer responsible for tele-staff duties.

Section 3 - Special Provisions

(a) Specialty pay differentials shall be calculated as a percentage of the base rate of pay per pay period of the top step Firefighter Paramedic level, as provided in Appendix C. For example, the Crew Superintendent differential is 12.5% of the top step Firefighter Paramedic level. In October 2020, the approximate bi-weekly salary of the top Firefighter Paramedic level is $3,379.04. As such, an employee who is eligible for the Crew Superintendent differential would receive approximately $422.38 per pay period.

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

STAFFING

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

STAFFING DESK

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

STANDARD TOUR OF DUTY

Section 1 - Firefighter EMT, Firefighter Paramedic, Engineers, and Captains

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 twenty-four (24) hours.

Section 2 - Fire Suppression Aides

The standard tour of duty represents the time that an employee is regularly scheduled to work. The employee shall be present at the assigned work location and ready to begin work at the start of the standard tour of duty. For payroll purposes, a regularly scheduled tour of duty, which commences before midnight and ends the following day, shall be reported as time worked for the day in which the tour of duty began.

The Appointing Authority, or designee, shall establish the actual number of hours, which comprises the standard tour of duty for each position. The Appointing Authority, or designee, may modify or change the number of hours in a standard day, tour of duty or shift for each position to meet the needs of County Fire. When the Appointing Authority or designee finds it necessary to make such modifications or changes, they shall notify the affected employee(s) indicating the proposed change prior to its implementation.

STANDARD WORK WEEK

Section 1 - Firefighter EMT, Firefighter Paramedic, Engineers, and Captains

The standard work week for Firefighter EMTs, Firefighter Paramedics, Engineers, and Captains shall be a fifty-six (56) hour work week as that term is typically defined for fire service personnel.

Section 2 - Fire Suppression Aides

The standard work week for Fire Suppression Aide IIs and IIIs shall be a forty (40) hour work week.

If County Fire decides to convert Fire Suppression Aide IIs and IIIs to a fifty-six (56) hour work week under the 207(k) exemption provision, the parties shall meet and confer to discuss the impact of this change.

TERM

The term of this Memorandum of Understanding shall commence upon approval by the Board of Directors, and shall expire at 12:00 a.m. (midnight) of January 24, 2025. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. (midnight) of January 24, 2025, the terms and conditions of this Memorandum of Understanding shall continue in effect until a successor Memorandum of Understanding is approved by the Board of Directors or the dispute resolution procedure has been exhausted, whichever occurs sooner.

TIME TRADES

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

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

UNIFORM ALLOWANCE

(a) The County shall provide an annual uniform allowance in the sum of four hundred fifty dollars ($450.00) to Firefighter EMTs, Firefighter Paramedics, Engineers, and Captains 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.

(b) New Firefighter EMTs, Firefighter Paramedics, Engineers, and Captains, after successful completion of probation, shall receive an additional one hundred twenty-five ($125.00) for the purchase of the required Class A uniform. This payment shall be requested within six (6) months of completing probation and shall be paid within four (4) pay periods of being requested.

UNION BUSINESS

(a) Union members shall be granted a reasonable amount of District time to perform their Union functions, including attendance at Union meetings, conventions, conferences, and seminars, without loss of pay, UB coverage will qualify for force hire to backfill. Leave time shall be approved by the Fire Chief, County Executive

Officer or the designee of either prior to taking such leave. The Union shall keep the Fire District informed of Executive Board members at all times.

(b) The District agrees to allow Union officials time during non-active duty hours to perform the following Union functions:

1. Posting of Union notices on approved bulletin boards within the assigned District;

2. Distribution of Union literature within the assigned District; and,

3. Communication via Union telephone or mail to other Districts or Union representatives. In addition, said Union officials will be granted release time to consult with District management concerning the enforcement of this Agreement or to represent an employee in a grievance hearing.

(c) The District agrees to allow up to a maximum total of three (3) employees release time to represent the Union during meet and confer sessions. Said employees shall only be compensated at their base rate of pay for time actually spent while meeting and conferring during their tour of duty. In no case shall such employees be entitled to overtime compensation for the time spent during such meet and confer sessions, nor any compensation for time spent in preparation for meeting and conferring.

UNION DUES

All employees in this Unit who are in a job classification represented by Local 935 may choose to become a member of Local 935. If the employee chooses to become a member, he/she shall authorize payroll deduction for membership dues. Employees' requests to cancel or change deductions shall be directed to Local 935. County Fire shall rely on information provided by Local 935 regarding whether deductions were properly canceled or changed, and Local 935 shall indemnify County Fire for any claims made by the employee for deductions made in reliance on that information. Further, Local 935 shall be required to recertify payroll deductions for any employee who 1) is in the Unit and has chosen to be a member of Local 935, 2) then separates from the bargaining unit (e.g., leave County Fire employment, promotes to another unit, etc.), 3) then later returns to the Unit and again chooses to become a member of Local 935.

Dues withheld by County Fire shall be transmitted to Local 935's Officer designated in writing by Local 935 as the person authorized to receive such funds, at the address specified.

County Fire shall not be obligated to put into effect any new membership dues deduction until Local 935 provides County Fire written certification of an individuals' membership dues deduction authorization in sufficient time to permit normal processing of the change or deduction. Payroll deduction cards must reflect clear and compelling evidence that the employee is affirmatively consenting to the membership dues deduction.

Local 935 shall be fully responsible for expending funds received under this Article consistent with all legal requirements for expenditures of employee dues, which are applicable to public sector labor organizations.

Any other County Fire payroll deductions shall be as agreed by the parties subject to the Board Governed Districts Employee Relations Ordinance.

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.

Local 935's indemnity and liability obligation is more fully set forth as follows:

(a) Local 935 shall defend, indemnify and hold harmless the County of San Bernardino, San Bernardino County Fire Protection District, and its Officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of this Article. Upon commencement of such legal action, administrative proceeding, or claim, Local 935 shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against the County, the San Bernardino County Fire Protection District, or its Officers and employees because of any application of this Article shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of Local 935 shall not diminish Local 935's defense or and indemnification obligations under this Agreement.

(b) County Fire, immediately upon receipt of notice of such claim, proceeding or legal action shall inform Local 935 of such action, provide Local 935 with all information, documents, and assistance necessary for Local 935 defense or settlement of such action and fully cooperate with Local 935 in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by Local 935.

(c) Local 935 upon its compromise or settlement of such action or matter shall immediately pay the parties to such action all sums due under such settlement or compromise. Local 935, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.

UPGRADING

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

VISION CARE INSURANCE

Section 1 - Firefighter EMT, Firefighter Paramedic, Engineers, and Captains

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

Section 2 - Fire Suppression Aides

Subject to carrier requirements, the District will pay the premiums for vision care insurance for Fire Suppression Aides in regular positions who are in a paid status and their eligible dependents, and as required pursuant to applicable law (e.g., FMLA). If an employee is no longer eligible for District-paid vision care insurance, the employee will have the option of enrolling in COBRA continuation coverage.

WORK DISRUPTION

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

APPENDIX A - APPROVAL BY BOARD OF DIRECTORS

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

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

DATED: 03/15/2022

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

LEONARDO GONZALEZ
Labor Relations Chief

SAN BERNARDINO COUNTY PROFESSIONAL FIREFIGHTERS IAFF, LOCAL 935

JAMES GRIGOLI, President

RECOMMENDED FOR BOARD OF DIRECTORS APPROVAL:

LEONARD X. HERNANDEZ
Chief Executive Officer

BOARD OF SUPERVISORS

CURT HAGMAN, Chairman

MAR 15 2022
Date

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Secretary

By _____ **Deputy**

APPENDIX B - SALARY CLASSIFICATIONS

Local 935 Fire

CLASSIFICATION	SALARY RANGE
Firefighter EMT	FFE
Firefighter Paramedic	FFP
Engineer	ENG
Captain	CAP
Fire Suppression Aide II	02
Fire Suppression Adie III	06
Heavy Fire Equipment Operator	CAP

935 Firefighters Current and Proposed Salary Schedules

Effective 03/26/2022 - 2.5% Captain Range Equity

Firefighter with EMT

FFE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	
	-	-	-	-	22.25	22.80	23.37	23.96	24.56	25.17	25.80	26.45	27.11	27.79	28.48	112 Hour
	-	-	-	-	31.15	31.92	32.72	33.54	34.38	35.24	36.12	37.03	37.95	38.91	39.87	80 Hour
	-	-	-	-	2,492.00	2,553.60	2,617.44	2,683.52	2,750.72	2,819.04	2,889.60	2,962.40	3,036.32	3,112.48	3,189.76	Approx Bi-Weekly
	-	-	-	-	5,399.33	5,532.80	5,671.12	5,814.29	5,959.89	6,107.92	6,260.80	6,418.53	6,578.69	6,743.71	6,911.15	Approx Monthly
	-	-	-	-	64,792.00	66,393.60	68,053.44	69,771.52	71,518.72	73,295.04	75,129.60	77,022.40	78,944.32	80,924.48	82,933.76	Annual

Firefighter with Paramedic

FFP	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	
	-	-	-	-	24.88	25.50	26.14	26.79	27.46	28.15	28.85	29.57	30.31	31.08	31.85	112 Hour
	-	-	-	-	34.83	35.70	36.60	37.51	38.44	39.41	40.39	41.40	42.43	43.51	44.59	80 Hour
	-	-	-	-	2,786.56	2,856.00	2,927.68	3,000.48	3,075.52	3,152.80	3,231.20	3,311.84	3,394.72	3,480.96	3,567.20	Approx Bi-Weekly
	-	-	-	-	6,037.55	6,188.00	6,343.31	6,501.04	6,663.63	6,831.07	7,000.93	7,175.65	7,355.23	7,542.08	7,728.93	Approx Monthly
	-	-	-	-	72,450.56	74,256.00	76,119.68	78,012.48	79,963.52	81,972.80	84,011.20	86,107.84	88,262.72	90,504.96	92,747.20	Annual

Engineer

ENG	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	
	-	-	-	-	-	28.66	29.39	30.12	30.87	31.64	32.43	33.25	34.08	34.94	35.81	112 Hour
	-	-	-	-	-	40.12	41.15	42.17	43.22	44.30	45.40	46.55	47.71	48.92	50.13	80 Hour
	-	-	-	-	-	3,209.92	3,291.68	3,373.44	3,457.44	3,543.68	3,632.16	3,724.00	3,816.96	3,913.28	4,010.72	Approx Bi-Weekly
	-	-	-	-	-	6,954.83	7,131.97	7,309.12	7,491.12	7,677.97	7,869.68	8,068.67	8,270.08	8,478.77	8,689.89	Approx Monthly
	-	-	-	-	-	83,457.92	85,583.68	87,709.44	89,893.44	92,135.68	94,436.16	96,824.00	99,240.96	101,745.28	104,278.72	Annual

Captain

CAP	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	
	-	-	-	-	-	34.29	35.15	36.02	36.92	37.84	38.79	39.76	40.75	41.78	42.82	112 Hour
	-	-	-	-	-	48.01	49.21	50.43	51.69	52.98	54.31	55.66	57.05	58.49	59.95	80 Hour
	-	-	-	-	-	3,840.48	3,936.80	4,034.24	4,135.04	4,238.08	4,344.48	4,453.12	4,564.00	4,679.36	4,795.84	Approx Bi-Weekly
	-	-	-	-	-	8,321.04	8,529.73	8,740.85	8,959.25	9,182.51	9,413.04	9,648.43	9,888.67	10,138.61	10,390.99	Approx Monthly
	-	-	-	-	-	99,852.48	102,356.80	104,890.24	107,511.04	110,190.08	112,956.48	115,781.12	118,664.00	121,663.36	124,691.84	Annual

935 Firefighters Current and Proposed Salary Schedules

Effective 04/09/2022 - New Top Step for Firefighters, Engineers and Captains

Firefighter with EMT

FFE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	
	-	-	-	-	22.25	22.80	23.37	23.96	24.56	25.17	25.80	26.45	27.11	27.79	28.48	29.19	112 Hour
	-	-	-	-	31.15	31.92	32.72	33.54	34.38	35.24	36.12	37.03	37.95	38.91	39.87	40.87	80 Hour
	-	-	-	-	2,492.00	2,553.60	2,617.44	2,683.52	2,750.72	2,819.04	2,889.60	2,962.40	3,036.32	3,112.48	3,189.76	3,269.28	Approx Bi-Weekly
	-	-	-	-	5,399.33	5,532.80	5,671.12	5,814.29	5,959.89	6,107.92	6,260.80	6,418.53	6,578.69	6,743.71	6,911.15	7,083.44	Approx Monthly
	-	-	-	-	64,792.00	66,393.60	68,053.44	69,771.52	71,518.72	73,295.04	75,129.60	77,022.40	78,944.32	80,924.48	82,933.76	85,001.28	Annual

Firefighter with Paramedic

FFP	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	
	-	-	-	-	24.88	25.50	26.14	26.79	27.46	28.15	28.85	29.57	30.31	31.08	31.85	32.65	112 Hour
	-	-	-	-	34.83	35.70	36.60	37.51	38.44	39.41	40.39	41.40	42.43	43.51	44.59	45.71	80 Hour
	-	-	-	-	2,786.56	2,856.00	2,927.68	3,000.48	3,075.52	3,152.80	3,231.20	3,311.84	3,394.72	3,480.96	3,567.20	3,656.80	Approx Bi-Weekly
	-	-	-	-	6,037.55	6,188.00	6,343.31	6,501.04	6,663.63	6,831.07	7,000.93	7,175.65	7,355.23	7,542.08	7,728.93	7,923.07	Approx Monthly
	-	-	-	-	72,450.56	74,256.00	76,119.68	78,012.48	79,963.52	81,972.80	84,011.20	86,107.84	88,262.72	90,504.96	92,747.20	95,076.80	Annual

Engineer

ENG	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	
	-	-	-	-	-	28.66	29.39	30.12	30.87	31.64	32.43	33.25	34.08	34.94	35.81	36.71	112 Hour
	-	-	-	-	-	40.12	41.15	42.17	43.22	44.30	45.40	46.55	47.71	48.92	50.13	51.39	80 Hour
	-	-	-	-	-	3,209.92	3,291.68	3,373.44	3,457.44	3,543.68	3,632.16	3,724.00	3,816.96	3,913.28	4,010.72	4,111.52	Approx Bi-Weekly
	-	-	-	-	-	6,954.83	7,131.97	7,309.12	7,491.12	7,677.97	7,869.68	8,068.67	8,270.08	8,478.77	8,689.89	8,908.29	Approx Monthly
	-	-	-	-	-	83,457.92	85,583.68	87,709.44	89,893.44	92,135.68	94,436.16	96,824.00	99,240.96	101,745.28	104,278.72	106,899.52	Annual

Captain

CAP	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	
	-	-	-	-	-	34.29	35.15	36.02	36.92	37.84	38.79	39.76	40.75	41.78	42.82	43.89	112 Hour
	-	-	-	-	-	48.01	49.21	50.43	51.69	52.98	54.31	55.66	57.05	58.49	59.95	61.45	80 Hour
	-	-	-	-	-	3,840.48	3,936.80	4,034.24	4,135.04	4,238.08	4,344.48	4,453.12	4,564.00	4,679.36	4,795.84	4,915.68	Approx Bi-Weekly
	-	-	-	-	-	8,321.04	8,529.73	8,740.85	8,959.25	9,182.51	9,413.04	9,648.43	9,888.67	10,138.61	10,390.99	10,650.64	Approx Monthly
	-	-	-	-	-	99,852.48	102,356.80	104,890.24	107,511.04	110,190.08	112,956.48	115,781.12	118,664.00	121,663.36	124,691.84	127,807.68	Annual

935 Firefighters Current and Proposed Salary Schedules

Effective 7/30/2022 - 1% Across the Board

Firefighter with EMT

FFE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	
	-	-	-	-	22.47	23.03	23.60	24.20	24.81	25.42	26.06	26.71	27.38	28.07	28.76	29.48	112 Hour
	-	-	-	-	31.46	32.24	33.04	33.88	34.73	35.59	36.48	37.39	38.33	39.30	40.26	41.27	80 Hour
	-	-	-	-	2,516.64	2,579.36	2,643.20	2,710.40	2,778.72	2,847.04	2,918.72	2,991.52	3,066.56	3,143.84	3,221.12	3,301.76	Approx Bi-Weekly
	-	-	-	-	5,452.72	5,588.61	5,726.93	5,872.53	6,020.56	6,168.59	6,323.89	6,481.63	6,644.21	6,811.65	6,979.09	7,153.81	Approx Monthly
	-	-	-	-	65,432.64	67,063.36	68,723.20	70,470.40	72,246.72	74,023.04	75,886.72	77,779.52	79,730.56	81,739.84	83,749.12	85,845.76	Annual

Firefighter with Paramedic

FFP	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	
	-	-	-	-	25.13	25.76	26.40	27.06	27.73	28.43	29.14	29.87	30.61	31.39	32.17	32.98	112 Hour
	-	-	-	-	35.18	36.06	36.96	37.88	38.82	39.80	40.80	41.82	42.85	43.95	45.04	46.17	80 Hour
	-	-	-	-	2,814.56	2,885.12	2,956.80	3,030.72	3,105.76	3,184.16	3,263.68	3,345.44	3,428.32	3,515.68	3,603.04	3,693.76	Approx Bi-Weekly
	-	-	-	-	6,098.21	6,251.09	6,406.40	6,566.56	6,729.15	6,899.01	7,071.31	7,248.45	7,428.03	7,617.31	7,806.59	8,003.15	Approx Monthly
	-	-	-	-	73,178.56	75,013.12	76,876.80	78,798.72	80,749.76	82,788.16	84,855.68	86,981.44	89,136.32	91,407.68	93,679.04	96,037.76	Annual

Engineer

ENG	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	
	-	-	-	-	-	28.95	29.68	30.42	31.18	31.96	32.75	33.58	34.42	35.29	36.17	37.08	112 Hour
	-	-	-	-	-	40.53	41.55	42.59	43.65	44.74	45.85	47.01	48.19	49.41	50.64	51.91	80 Hour
	-	-	-	-	-	3,242.40	3,324.16	3,407.04	3,492.16	3,579.52	3,668.00	3,760.96	3,855.04	3,952.48	4,051.04	4,152.96	Approx Bi-Weekly
	-	-	-	-	-	7,025.20	7,202.35	7,381.92	7,566.35	7,755.63	7,947.33	8,148.75	8,352.59	8,563.71	8,777.25	8,998.08	Approx Monthly
	-	-	-	-	-	84,302.40	86,428.16	88,583.04	90,796.16	93,067.52	95,368.00	97,784.96	100,231.04	102,764.48	105,327.04	107,976.96	Annual

Captain

CAP	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	
	-	-	-	-	-	34.63	35.50	36.38	37.29	38.22	39.18	40.16	41.16	42.20	43.25	44.33	112 Hour
	-	-	-	-	-	48.48	49.70	50.93	52.21	53.51	54.85	56.22	57.62	59.08	60.55	62.06	80 Hour
	-	-	-	-	-	3,878.56	3,976.00	4,074.56	4,176.48	4,280.64	4,388.16	4,497.92	4,609.92	4,726.40	4,844.00	4,964.96	Approx Bi-Weekly
	-	-	-	-	-	8,403.55	8,614.67	8,828.21	9,049.04	9,274.72	9,507.68	9,745.49	9,988.16	10,240.53	10,495.33	10,757.41	Approx Monthly
	-	-	-	-	-	100,842.56	103,376.00	105,938.56	108,588.48	111,296.64	114,092.16	116,945.92	119,857.92	122,886.40	125,944.00	129,088.96	Annual

935 Firefighters Current and Proposed Salary Schedules

Effective 10/8/2022 - 3% Across the Board Increase

Firefighter with EMT

FFE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	
	-	-	-	-	23.14	23.72	24.31	24.93	25.55	26.18	26.84	27.51	28.20	28.91	29.62	30.36	112 Hour
	-	-	-	-	32.40	33.21	34.03	34.90	35.77	36.65	37.58	38.51	39.48	40.47	41.47	42.50	80 Hour
	-	-	-	-	2,591.68	2,656.64	2,722.72	2,792.16	2,861.60	2,932.16	3,006.08	3,081.12	3,158.40	3,237.92	3,317.44	3,400.32	Approx Bi-Weekly
	-	-	-	-	5,615.31	5,756.05	5,899.23	6,049.68	6,200.13	6,353.01	6,513.17	6,675.76	6,843.20	7,015.49	7,187.79	7,367.36	Approx Monthly
	-	-	-	-	67,383.68	69,072.64	70,790.72	72,596.16	74,401.60	76,236.16	78,158.08	80,109.12	82,118.40	84,185.92	86,253.44	88,408.32	Annual

Firefighter with Paramedic

FFP	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	
	-	-	-	-	25.88	26.53	27.19	27.87	28.56	29.28	30.01	30.77	31.53	32.33	33.14	33.97	112 Hour
	-	-	-	-	36.23	37.14	38.07	39.02	39.98	40.99	42.01	43.08	44.14	45.26	46.40	47.56	80 Hour
	-	-	-	-	2,898.56	2,971.36	3,045.28	3,121.44	3,198.72	3,279.36	3,361.12	3,446.24	3,531.36	3,620.96	3,711.68	3,804.64	Approx Bi-Weekly
	-	-	-	-	6,280.21	6,437.95	6,598.11	6,763.12	6,930.56	7,105.28	7,282.43	7,466.85	7,651.28	7,845.41	8,041.97	8,243.39	Approx Monthly
	-	-	-	-	75,362.56	77,255.36	79,177.28	81,157.44	83,166.72	85,263.36	87,389.12	89,602.24	91,815.36	94,144.96	96,503.68	98,920.64	Annual

Engineer

ENG	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	
	-	-	-	-	-	29.82	30.57	31.33	32.12	32.92	33.73	34.59	35.45	36.35	37.26	38.19	112 Hour
	-	-	-	-	-	41.75	42.80	43.86	44.97	46.09	47.22	48.43	49.63	50.89	52.16	53.47	80 Hour
	-	-	-	-	-	3,339.84	3,423.84	3,508.96	3,597.44	3,687.04	3,777.76	3,874.08	3,970.40	4,071.20	4,173.12	4,277.28	Approx Bi-Weekly
	-	-	-	-	-	7,236.32	7,418.32	7,602.75	7,794.45	7,988.59	8,185.15	8,393.84	8,602.53	8,820.93	9,041.76	9,267.44	Approx Monthly
	-	-	-	-	-	86,835.84	89,019.84	91,232.96	93,533.44	95,863.04	98,221.76	100,726.08	103,230.40	105,851.20	108,501.12	111,209.28	Annual

Captain

CAP	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	
	-	-	-	-	-	35.67	36.57	37.47	38.41	39.37	40.36	41.36	42.39	43.47	44.55	45.66	112 Hour
	-	-	-	-	-	49.94	51.20	52.46	53.77	55.12	56.50	57.90	59.35	60.86	62.37	63.92	80 Hour
	-	-	-	-	-	3,995.04	4,095.84	4,196.64	4,301.92	4,409.44	4,520.32	4,632.32	4,747.68	4,868.64	4,989.60	5,113.92	Approx Bi-Weekly
	-	-	-	-	-	8,655.92	8,874.32	9,092.72	9,320.83	9,553.79	9,794.03	10,036.69	10,286.64	10,548.72	10,810.80	11,080.16	Approx Monthly
	-	-	-	-	-	103,871.04	106,491.84	109,112.64	111,849.92	114,645.44	117,528.32	120,440.32	123,439.68	126,584.64	129,729.60	132,961.92	Annual

2019-2025

935 Firefighters Current and Proposed Salary Schedules

Effective 2/25/2023 - 3% Across the Board Increase

Firefighter with EMT

FFE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	
	-	-	-	-	23.83	24.43	25.04	25.68	26.32	26.97	27.65	28.34	29.05	29.78	30.51	31.27	112 Hour
	-	-	-	-	33.36	34.20	35.06	35.95	36.85	37.76	38.71	39.68	40.67	41.69	42.71	43.78	80 Hour
	-	-	-	-	2,668.96	2,736.16	2,804.48	2,876.16	2,947.84	3,020.64	3,096.80	3,174.08	3,253.60	3,335.36	3,417.12	3,502.24	Approx Bi-Weekly
	-	-	-	-	5,782.75	5,928.35	6,076.37	6,231.68	6,386.99	6,544.72	6,709.73	6,877.17	7,049.47	7,226.61	7,403.76	7,588.19	Approx Monthly
	-	-	-	-	69,392.96	71,140.16	72,916.48	74,780.16	76,643.84	78,536.64	80,516.80	82,526.08	84,593.60	86,719.36	88,845.12	91,058.24	Annual

Firefighter with Paramedic

FFP	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	
	-	-	-	-	26.66	27.33	28.01	28.71	29.42	30.16	30.91	31.69	32.48	33.30	34.13	34.99	112 Hour
	-	-	-	-	37.32	38.26	39.21	40.19	41.19	42.22	43.27	44.37	45.47	46.62	47.78	48.99	80 Hour
	-	-	-	-	2,985.92	3,060.96	3,137.12	3,215.52	3,295.04	3,377.92	3,461.92	3,549.28	3,637.76	3,729.60	3,822.56	3,918.88	Approx Bi-Weekly
	-	-	-	-	6,469.49	6,632.08	6,797.09	6,966.96	7,139.25	7,318.83	7,500.83	7,690.11	7,881.81	8,080.80	8,282.21	8,490.91	Approx Monthly
	-	-	-	-	77,633.92	79,584.96	81,565.12	83,603.52	85,671.04	87,825.92	90,009.92	92,281.28	94,581.76	96,969.60	99,386.56	101,890.88	Annual

Engineer

ENG	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	
	-	-	-	-	-	30.71	31.49	32.27	33.08	33.91	34.74	35.63	36.51	37.44	38.38	39.34	112 Hour
	-	-	-	-	-	42.99	44.09	45.18	46.31	47.47	48.64	49.88	51.11	52.42	53.73	55.08	80 Hour
	-	-	-	-	-	3,439.52	3,526.88	3,614.24	3,704.96	3,797.92	3,890.88	3,990.56	4,089.12	4,193.28	4,298.56	4,406.08	Approx Bi-Weekly
	-	-	-	-	-	7,452.29	7,641.57	7,830.85	8,027.41	8,228.83	8,430.24	8,646.21	8,859.76	9,085.44	9,313.55	9,546.51	Approx Monthly
	-	-	-	-	-	89,427.52	91,698.88	93,970.24	96,328.96	98,745.92	101,162.88	103,754.56	106,317.12	109,025.28	111,762.56	114,558.08	Annual

Captain

CAP	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	
	-	-	-	-	-	36.74	37.67	38.59	39.56	40.55	41.57	42.60	43.66	44.77	45.89	47.03	112 Hour
	-	-	-	-	-	51.44	52.74	54.03	55.38	56.77	58.20	59.64	61.12	62.68	64.25	65.84	80 Hour
	-	-	-	-	-	4,114.88	4,219.04	4,322.08	4,430.72	4,541.60	4,655.84	4,771.20	4,889.92	5,014.24	5,139.68	5,267.36	Approx Bi-Weekly
	-	-	-	-	-	8,915.57	9,141.25	9,364.51	9,599.89	9,840.13	10,087.65	10,337.60	10,594.83	10,864.19	11,135.97	11,412.61	Approx Monthly
	-	-	-	-	-	106,986.88	109,695.04	112,374.08	115,198.72	118,081.60	121,051.84	124,051.20	127,137.92	130,370.24	133,631.68	136,951.36	Annual

935 Firefighters Current and Proposed Salary Schedules

Effective 4/8/2023 - New Top Step for Firefighters, Engineers and Captains

Firefighter with EMT

FFE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	
	-	-	-	-	23.83	24.43	25.04	25.68	26.32	26.97	27.65	28.34	29.05	29.78	30.51	31.27	32.05	112 Hour
	-	-	-	-	33.36	34.20	35.06	35.95	36.85	37.76	38.71	39.68	40.67	41.69	42.71	43.78	44.87	80 Hour
	-	-	-	-	2,668.96	2,736.16	2,804.48	2,876.16	2,947.84	3,020.64	3,096.80	3,174.08	3,253.60	3,335.36	3,417.12	3,502.24	3,589.60	Approx Bi-Weekly
	-	-	-	-	5,782.75	5,928.35	6,076.37	6,231.68	6,386.99	6,544.72	6,709.73	6,877.17	7,049.47	7,226.61	7,403.76	7,588.19	7,777.47	Approx Monthly
	-	-	-	-	69,392.96	71,140.16	72,916.48	74,780.16	76,643.84	78,536.64	80,516.80	82,526.08	84,593.60	86,719.36	88,845.12	91,058.24	93,329.60	Annual

Firefighter with Paramedic

FFP	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	
	-	-	-	-	26.66	27.33	28.01	28.71	29.42	30.16	30.91	31.69	32.48	33.30	34.13	34.99	35.86	112 Hour
	-	-	-	-	37.32	38.26	39.21	40.19	41.19	42.22	43.27	44.37	45.47	46.62	47.78	48.99	50.20	80 Hour
	-	-	-	-	2,985.92	3,060.96	3,137.12	3,215.52	3,295.04	3,377.92	3,461.92	3,549.28	3,637.76	3,729.60	3,822.56	3,918.88	4,016.32	Approx Bi-Weekly
	-	-	-	-	6,469.49	6,632.08	6,797.09	6,966.96	7,139.25	7,318.83	7,500.83	7,690.11	7,881.81	8,080.80	8,282.21	8,490.91	8,702.03	Approx Monthly
	-	-	-	-	77,633.92	79,584.96	81,565.12	83,603.52	85,671.04	87,825.92	90,009.92	92,281.28	94,581.76	96,969.60	99,386.56	101,890.88	104,424.32	Annual

Engineer

ENG	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	
	-	-	-	-	-	30.71	31.49	32.27	33.08	33.91	34.74	35.63	36.51	37.44	38.38	39.34	40.32	112 Hour
	-	-	-	-	-	42.99	44.09	45.18	46.31	47.47	48.64	49.88	51.11	52.42	53.73	55.08	56.45	80 Hour
	-	-	-	-	-	3,439.52	3,526.88	3,614.24	3,704.96	3,797.92	3,890.88	3,990.56	4,089.12	4,193.28	4,298.56	4,406.08	4,515.84	Approx Bi-Weekly
	-	-	-	-	-	7,452.29	7,641.57	7,830.85	8,027.41	8,228.83	8,430.24	8,646.21	8,859.76	9,085.44	9,313.55	9,546.51	9,784.32	Approx Monthly
	-	-	-	-	-	89,427.52	91,698.88	93,970.24	96,328.96	98,745.92	101,162.88	103,754.56	106,317.12	109,025.28	111,762.56	114,558.08	117,411.84	Annual

Captain

CAP	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	
	-	-	-	-	-	36.74	37.67	38.59	39.56	40.55	41.57	42.60	43.66	44.77	45.89	47.03	48.21	112 Hour
	-	-	-	-	-	51.44	52.74	54.03	55.38	56.77	58.20	59.64	61.12	62.68	64.25	65.84	67.49	80 Hour
	-	-	-	-	-	4,114.88	4,219.04	4,322.08	4,430.72	4,541.60	4,655.84	4,771.20	4,889.92	5,014.24	5,139.68	5,267.36	5,399.52	Approx Bi-Weekly
	-	-	-	-	-	8,915.57	9,141.25	9,364.51	9,599.89	9,840.13	10,087.65	10,337.60	10,594.83	10,864.19	11,135.97	11,412.61	11,698.96	Approx Monthly
	-	-	-	-	-	106,986.88	109,695.04	112,374.08	115,198.72	118,081.60	121,051.84	124,051.20	127,137.92	130,370.24	133,631.68	136,951.36	140,387.52	Annual

935 Firefighters Current and Proposed Salary Schedules

Effective 10/07/2023 - New Top Step for Captains Only

Firefighter with EMT

FFE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	
	-	-	-	-	23.83	24.43	25.04	25.68	26.32	26.97	27.65	28.34	29.05	29.78	30.51	31.27	32.05	112 Hour
	-	-	-	-	33.36	34.20	35.06	35.95	36.85	37.76	38.71	39.68	40.67	41.69	42.71	43.78	44.87	80 Hour
	-	-	-	-	2,668.96	2,736.16	2,804.48	2,876.16	2,947.84	3,020.64	3,096.80	3,174.08	3,253.60	3,335.36	3,417.12	3,502.24	3,589.60	Approx Bi-Weekly
	-	-	-	-	5,782.75	5,928.35	6,076.37	6,231.68	6,386.99	6,544.72	6,709.73	6,877.17	7,049.47	7,226.61	7,403.76	7,588.19	7,777.47	Approx Monthly
	-	-	-	-	69,392.96	71,140.16	72,916.48	74,780.16	76,643.84	78,536.64	80,516.80	82,526.08	84,593.60	86,719.36	88,845.12	91,058.24	93,329.60	Annual

Firefighter with Paramedic

FFP	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	
	-	-	-	-	26.66	27.33	28.01	28.71	29.42	30.16	30.91	31.69	32.48	33.30	34.13	34.99	35.86	112 Hour
	-	-	-	-	37.32	38.26	39.21	40.19	41.19	42.22	43.27	44.37	45.47	46.62	47.78	48.99	50.20	80 Hour
	-	-	-	-	2,985.92	3,060.96	3,137.12	3,215.52	3,295.04	3,377.92	3,461.92	3,549.28	3,637.76	3,729.60	3,822.56	3,918.88	4,016.32	Approx Bi-Weekly
	-	-	-	-	6,469.49	6,632.08	6,797.09	6,966.96	7,139.25	7,318.83	7,500.83	7,690.11	7,881.81	8,080.80	8,282.21	8,490.91	8,702.03	Approx Monthly
	-	-	-	-	77,633.92	79,584.96	81,565.12	83,603.52	85,671.04	87,825.92	90,009.92	92,281.28	94,581.76	96,969.60	99,386.56	101,890.88	104,424.32	Annual

Engineer

ENG	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	
	-	-	-	-	-	30.71	31.49	32.27	33.08	33.91	34.74	35.63	36.51	37.44	38.38	39.34	40.32	112 Hour
	-	-	-	-	-	42.99	44.09	45.18	46.31	47.47	48.64	49.88	51.11	52.42	53.73	55.08	56.45	80 Hour
	-	-	-	-	-	3,439.52	3,526.88	3,614.24	3,704.96	3,797.92	3,890.88	3,990.56	4,089.12	4,193.28	4,298.56	4,406.08	4,515.84	Approx Bi-Weekly
	-	-	-	-	-	7,452.29	7,641.57	7,830.85	8,027.41	8,228.83	8,430.24	8,646.21	8,859.76	9,085.44	9,313.55	9,546.51	9,784.32	Approx Monthly
	-	-	-	-	-	89,427.52	91,698.88	93,970.24	96,328.96	98,745.92	101,162.88	103,754.56	106,317.12	109,025.28	111,762.56	114,558.08	117,411.84	Annual

Captain

CAP	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	
	-	-	-	-	-	36.74	37.67	38.59	39.56	40.55	41.57	42.60	43.66	44.77	45.89	47.03	48.21	49.42	112 Hour
	-	-	-	-	-	51.44	52.74	54.03	55.38	56.77	58.20	59.64	61.12	62.68	64.25	65.84	67.49	69.19	80 Hour
	-	-	-	-	-	4,114.88	4,219.04	4,322.08	4,430.72	4,541.60	4,655.84	4,771.20	4,889.92	5,014.24	5,139.68	5,267.36	5,399.52	5,535.04	Approx Bi-Weekly
	-	-	-	-	-	8,915.57	9,141.25	9,364.51	9,599.89	9,840.13	10,087.65	10,337.60	10,594.83	10,864.19	11,135.97	11,412.61	11,698.96	11,992.59	Approx Monthly
	-	-	-	-	-	106,986.88	109,695.04	112,374.08	115,198.72	118,081.60	121,051.84	124,051.20	127,137.92	130,370.24	133,631.68	136,951.36	140,387.52	143,911.04	Annual

Local 935 - Fire Suppression Aide Salary Schedule

Effective 1/1/2022 - Minimum Wage Adjustment

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
02	Hourly	-	-	-	-	-	-	-	-	15.18	15.55	15.93	16.36	16.75	17.16
	Bi-Weekly	-	-	-	-	-	-	-	-	1,214.40	1,244.00	1,274.40	1,308.80	1,340.00	1,372.80
	Monthly	-	-	-	-	-	-	-	-	2,631.20	2,695.33	2,761.20	2,835.73	2,903.33	2,974.40
	Annual	-	-	-	-	-	-	-	-	31,574.40	32,344.00	33,134.40	34,028.80	34,840.00	35,692.80

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
06	Hourly	-	-	-	-	15.18	15.55	15.93	16.36	16.75	17.16	17.61	18.05	18.50	18.96
	Bi-Weekly	-	-	-	-	1,214.40	1,244.00	1,274.40	1,308.80	1,340.00	1,372.80	1,408.80	1,444.00	1,480.00	1,516.80
	Monthly	-	-	-	-	2,631.20	2,695.33	2,761.20	2,835.73	2,903.33	2,974.40	3,052.40	3,128.67	3,206.67	3,286.40
	Annual	-	-	-	-	31,574.40	32,344.00	33,134.40	34,028.80	34,840.00	35,692.80	36,628.80	37,544.00	38,480.00	39,436.80

Effective 7/30/2022 - 1% Across the Board Increase

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
02	Hourly	-	-	-	-	-	-	-	-	15.33	15.71	16.09	16.52	16.92	17.33
	Bi-Weekly	-	-	-	-	-	-	-	-	1,226.40	1,256.80	1,287.20	1,321.60	1,353.60	1,386.40
	Monthly	-	-	-	-	-	-	-	-	2,657.20	2,723.07	2,788.93	2,863.47	2,932.80	3,003.87
	Annual	-	-	-	-	-	-	-	-	31,886.40	32,676.80	33,467.20	34,361.60	35,193.60	36,046.40

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
06	Hourly	-	-	-	-	15.33	15.71	16.09	16.52	16.92	17.33	17.79	18.23	18.69	19.15
	Bi-Weekly	-	-	-	-	1,226.40	1,256.80	1,287.20	1,321.60	1,353.60	1,386.40	1,423.20	1,458.40	1,495.20	1,532.00
	Monthly	-	-	-	-	2,657.20	2,723.07	2,788.93	2,863.47	2,932.80	3,003.87	3,083.60	3,159.87	3,239.60	3,319.33
	Annual	-	-	-	-	31,886.40	32,676.80	33,467.20	34,361.60	35,193.60	36,046.40	37,003.20	37,918.40	38,875.20	39,832.00

Local 935 - Fire Suppression Aide Salary Schedule

Effective 10/8/2022 - 3% Across the Board Increase

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
02	Hourly	-	-	-	-	-	-	-	-	15.79	16.18	16.57	17.02	17.43	17.85
	Bi-Weekly	-	-	-	-	-	-	-	-	1,263.20	1,294.40	1,325.60	1,361.60	1,394.40	1,428.00
	Monthly	-	-	-	-	-	-	-	-	2,736.93	2,804.53	2,872.13	2,950.13	3,021.20	3,094.00
	Annual	-	-	-	-	-	-	-	-	32,843.20	33,654.40	34,465.60	35,401.60	36,254.40	37,128.00

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
06	Hourly	-	-	-	-	15.79	16.18	16.57	17.02	17.43	17.85	18.32	18.78	19.25	19.72
	Bi-Weekly	-	-	-	-	1,263.20	1,294.40	1,325.60	1,361.60	1,394.40	1,428.00	1,465.60	1,502.40	1,540.00	1,577.60
	Monthly	-	-	-	-	2,736.93	2,804.53	2,872.13	2,950.13	3,021.20	3,094.00	3,175.47	3,255.20	3,336.67	3,418.13
	Annual	-	-	-	-	32,843.20	33,654.40	34,465.60	35,401.60	36,254.40	37,128.00	38,105.60	39,062.40	40,040.00	41,017.60

Effective 02/25/2023 - 3% Across the Board Increase

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
02	Hourly	-	-	-	-	-	-	-	-	16.26	16.67	17.07	17.53	17.95	18.39
	Bi-Weekly	-	-	-	-	-	-	-	-	1,300.80	1,333.60	1,365.60	1,402.40	1,436.00	1,471.20
	Monthly	-	-	-	-	-	-	-	-	2,818.40	2,889.47	2,958.80	3,038.53	3,111.33	3,187.60
	Annual	-	-	-	-	-	-	-	-	33,820.80	34,673.60	35,505.60	36,462.40	37,336.00	38,251.20

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
06	Hourly	-	-	-	-	16.26	16.67	17.07	17.53	17.95	18.39	18.87	19.34	19.83	20.31
	Bi-Weekly	-	-	-	-	1,300.80	1,333.60	1,365.60	1,402.40	1,436.00	1,471.20	1,509.60	1,547.20	1,586.40	1,624.80
	Monthly	-	-	-	-	2,818.40	2,889.47	2,958.80	3,038.53	3,111.33	3,187.60	3,270.80	3,352.27	3,437.20	3,520.40
	Annual	-	-	-	-	33,820.80	34,673.60	35,505.60	36,462.40	37,336.00	38,251.20	39,249.60	40,227.20	41,246.40	42,244.80