

**MEMORANDUM OF UNDERSTANDING**

**GENERAL FIRE SUPPORT**

**2020-2023**



**SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 12, AFL-CIO**

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## RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance for the Board-Governed Special Districts and applicable law, the International Union of Operating Engineers (IUOE), Local 12, is certified as the exclusive recognized employee organization for employees in the General Fire Support Unit (hereinafter the "Unit"), previously found to be appropriate by the County's Director of Human Resources or designee. County Fire hereby recognizes IUOE, Local 12 as the exclusive recognized employee organization for the employees in the employee classifications comprising said Unit as listed in the Appendix B, as well as employees in such classes as may be added to this Unit hereafter by County Fire.

## ACCESS TO PERSONNEL RECORDS

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

The employee shall be excluded from inspecting letters of reference and other matters exempted by law.

Negative information may be purged from the personnel records maintained by Human Resources after a period of one (1) year upon the request of the employee and upon approval of Human Resources. Formal disciplinary actions such as suspensions, demotions, and reduction in step are exempted from this provision.

No negative information shall be placed in an employee's personnel file without first being presented to the employee for signature. An employee shall not be required to sign the negative letter and shall be provided a copy in any event.

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

## ACCESS TO WORK LOCATIONS

The parties recognize and agree that in order to maintain good employee relations, it is necessary for Representatives of IUOE, Local 12, to confer with Unit employees during working hours.

Therefore, IUOE, Local 12, Representatives will be granted access to work locations during regular working hours to investigate and process grievances or appeals. IUOE, Local 12, Representatives shall be granted access upon obtaining authorization from the Fire Chief or designated management representative prior to entering a work location and after advising of the general nature of the business. However, the Fire Chief or designated management representative may deny access or terminate access to work locations if in his/her judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of operations. The Fire Chief or designated management representative shall not unreasonably withhold timely access to work locations. The Fire Chief shall ensure that there is at all times someone designated who shall have full authority to approve access. If a request is denied, the Fire Chief or designated management representative shall establish a mutually agreeable time for access to the employee.

IUOE, Local 12, Representatives granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal.

## ACCIDENTAL DEATH AND DISMEMBERMENT

### Section 1 – Accidental Death and Dismemberment Insurance

County Fire agrees to pay the premium for a ten thousand dollar (\$10,000) Accidental Death and Dismemberment policy for each employee. This benefit shall only apply to employees in regular positions budgeted more than forty (40) hours per pay period.

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

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

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

### APPROVAL BY BOARD OF SUPERVISORS

This Memorandum of Understanding is subject to approval by the Board of Supervisors sitting as the governing board for the San Bernardino County Fire Protection District (County Fire). 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.

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.

### AUTHORIZED EMPLOYEE REPRESENTATIVES

#### Section 1 – Authorized Shop Steward

IUOE, Local 12, may designate employees as authorized Shop Stewards or alternates to represent employees in the processing of grievances or during disciplinary proceedings subject to the following rules and procedures:

- (a) IUOE, Local 12, may designate one (1) authorized Shop Steward in each geographical location for which County Fire maintains a workforce. IUOE, Local 12, shall be entitled to designate one (1) alternate for each authorized Shop Steward; provided that the alternates shall be located at the same location as their appropriate representative.
- (b) IUOE, Local 12, will designate only employees who have obtained regular status.
- (c) IUOE, Local 12, shall file with the Fire Chief and the County’s Director of Human Resources or designee, a written list of all employees designated as authorized Shop Stewards and alternates, such list to be kept current by IUOE, Local 12.
- (d) Time spent during regularly scheduled work hours by an authorized Shop Steward or alternate in representing an employee shall only be compensated by County Fire as such representative’s or alternate’s base rate of pay.

#### Section 2 – Use of Phones

IUOE, Local 12 Shop Stewards shall be permitted one (1) fifteen (15) minute telephone call per shift on their personal cell phones to make calls for IUOE representation. With the approval of the immediate supervisor, the IUOE, Local 12 Shop Steward can use additional time.

## BILINGUAL COMPENSATION

Employees in positions designated by the Fire Chief which require employees, as a condition of employment, to perform 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 translation. Employees in such positions must be certified as competent by the County Fire Department, Human Resources Division, to be eligible for compensation. Compensation at the verbal skill level shall be forty-five dollars (\$45.00) per pay period.

## BOOT/SPECIALIZED FOOTWEAR VOUCHER

Effective the pay period that includes July 1, 2018, and the pay period that includes July 1 thereafter, Unit employees in regular positions required to wear safety boots shall receive a \$200.00 voucher per fiscal year to purchase appropriate footwear.

Employees on a long-term leave of absence (6 pay periods or greater) will have their voucher held in abeyance until they return to work. If the employee returns to work in the next fiscal year or if he/she does not return to work at all, the unused boot/specialized footwear voucher shall be forfeited.

## CALL BACK

When an employee in a regular position returns to active duty and the work station at the request of the Fire Chief after said employee has been released from active duty and has left the work station, 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 call back hours for the purpose of this Article. An employee need not be assigned to standby duty to be entitled to receive call back compensation.

Call back compensation shall be paid in the following manner: all time actually worked during a call back shall be considered as time actually worked for purposes of the Article "Overtime."

The employee shall be paid for a minimum of two (2) hours worked, provided that there is no overlap of less than two (2) hours between each call back. The two (2) hour minimum begins when the employee acknowledges the page or phone call and indicates they are responding.

## CLASS "A" LICENCE STIPEND

Effective the first pay period following Board approval, County Fire shall establish a \$500 annual stipend for Fire Mechanics who obtain and maintain a valid Class "A" Driver's License and are available to perform duties requiring Class "A" licensure. Effective the first pay period following Board approval, the \$500 stipend shall be paid to eligible employees. Thereafter, the annual stipend shall be paid to eligible employees in the pay period that includes July 1 of each year. An employee who obtains a Class "A" Driver's License after July 1, or a new employee who possess a Class "A" Driver's License and is hired after July 1, shall receive a prorated stipend.

To be eligible to receive the annual stipend, employee must be in a regular position and in paid status in the pay period in which the stipend is paid (i.e., the first pay period following Board approval or the pay period that includes July 1). Eligible employees who are not in paid status (i.e., not coding paid hours) in the pay period in which the stipend is paid shall receive a prorated stipend payment upon return to paid status. However, an employee who is not in paid status for an entire 12-month period shall not receive the annual stipend for that year during which he/she was not in paid status (e.g., not in paid status July 2021 to July 2022). Any employee separating from County employment at the conclusion of a leave of absence shall not receive the stipend.

## CHANGES IN PROVISIONS AFTER ADOPTION

If, after adoption by the governing board of County Fire, of all or part of the provisions contained herein, the governing board proposes to amend any said provisions, then at least thirty (30) working days written notice shall be given to the Union to meet and confer with representatives of County Fire concerning any proposed change in provisions.

## CLASSIFICATION

Classification is a management tool to ensure the accurate reflection of tasks and duties involved in each County Fire position for the purposes of recruitment, retention, compensation and organizational structuring. Whenever positions are subject to any change as a result of a classification review, such change will be determined by County Fire Human Resources. The County's Director of Human Resources, or designee, will notify IUOE, Local 12, in writing thirty (30) calendar days prior to the addition, deletion or modification of exiting Unit classifications. IUOE will have ten (10) working days to request a "meet and discuss" meeting at which time the recommended classification modification will be addressed. Whenever positions are subject to any change as a result of classification review, the Fire Chief will make a recommendation to the Board of Supervisors for authorization and approval. Any classification appeals shall be subject to the Classification Appeal Procedure as stated in the Personnel Rules for the Board-Governed Special Districts.

- (a) Downgradings – When a position is downgraded, the County's Director of Human Resources may authorize continuation of the same salary rate of pay the employee received prior to the downgrading of the position by placing the employee on an "X" step, provided that the employee shall receive no future salary rate increases until the salary rate of the position held exceeds the "X" step.
- (b) Upgradings – An upgrading is the reclassification of a position from one classification to another classification having a higher base salary. Whenever an incumbent employee is upgraded as a result of such reclassification, pursuant to the Personnel Rules for the Board-Governed Special Districts, such employee's step placement in the new salary range shall be governed by the Article, "Promotions."
- (c) Salary Rate (Equity) Adjustments – A salary rate (equity) adjustment is a change in the salary range assignment of an existing classification as a result of a compensation study. Step placement for incumbent employee whose classification is assigned to a higher base salary range shall be governed by the Article, "Promotions."

## COUNTY FIRE EMPLOYEE RIGHTS

The following are County Fire employee rights:

- (a) The right of employees to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.
- (b) The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with County Fire.
- (c) The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the Fire Chief, any supervisor, other employees, or employee organizations as result of his/her exercise of rights granted in this Article.
- (d) The right of IUOE, Local 12, upon its request and prior to implementation, to discuss with County Fire management any significant change in terms or conditions of employment which results in a significant impact on employees, except in emergencies.

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

- (a) The right to determine the mission of County Fire, commission, and work unit.
- (b) The right of full and exclusive control of the management of County Fire; supervision of all operations; determination of the methods and means of performing any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.



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

## DEFINITIONS

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

Fire Chief – Refers to County Fire's Appointing Authority. It includes any person who is designated as acting Fire Chief during absence, and/or employees delegated 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 (See Appendix C).

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

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

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

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 County Fire employment.

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

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

County's Director of Human Resources – Refers to the incumbent in the 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 either full-time or part-time level, and may be in either 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 County Fire position from an employee's most recent date of hire and during an employee's regular tour of duty, up to 80 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 County Fire is normally open to conduct business, i.e., Monday through Friday, excluding County Fire 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 classification to which demoted as provided in the Order of Demotion.

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

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

## 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 the County's Human Resources, Employee Benefits & Services Division consistent with said IRC Sections and the County's Dependent Care Assistance Plan Document.

- (a) To be eligible to enroll for this benefit, an employee must be in a regular position.
- (b) Enrollment 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 with 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 County's Human Resources Benefits and Services Division. An employee election to participate shall be irrevocable for the remainder of the plan year.

Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year, except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's 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 except as permitted by the IRC and the County's Dependent Care Assistance Plan Document. The County will use any forfeited amounts to help defray the Plan's administrative expenses.

## DIFFERENTIALS

### Section 1 – Mechanic Differentials Certification Differentials:

- (a) Mechanics in this Unit who possess a valid California Fire Mechanics I certification shall receive seventy cents (\$.70) per hour, over and above their base hourly rate of pay for all hours actually worked; and the differential for those Mechanics in this Unit who possess a valid California Fire Mechanics II certification, shall be one dollar (\$1.00) per hour, over and above their base hourly rate of pay for all hours actually worked.
- (b) Lead Mechanics in this Unit who possess a valid California Fire Mechanics II certification shall receive seventy cents (\$.70) per hour, over and above their base hourly rate of pay for all hours actually worked;

and the differential for those Mechanics in this Unit who possess a valid California Fire Mechanics III certification, shall be one dollar (\$1.00) per hour, over and above their base hourly rate of pay for all hours actually worked.

**Section 2 – Red Card Certification and Advanced PPR Cleaning and Inspection Training Certification Differential**

Effective November 25, 2017, Fire Equipment Technicians, Fire Equipment Specialists, SCBA Technicians, and Facilities Specialist in this unit who possess and maintain a Red Card (Fire Line Training RT-130) certification and/or a valid Advanced PPE Cleaning and Inspection Training NFPA 1852 certification shall receive twenty cents (\$.20) per hour over and above their base hourly rate of pay for all hours actually worked, up to eighty (80) hours per pay period. Such differential shall be included as part of the regular rate of pay for the purposes of overtime compensation.

**Section 3 – Automotive Service Excellence (ASE) Certification Differential**

Effective November 25, 2017, Mechanics in this unit who possess and maintain at least one valid ASE certification shall receive twenty cents (\$.20) per hour over and above their base hourly rate of pay for all hours actually worked, up to eighty (80) hours per pay period. Such differential shall be included as part of the regular rate of pay for the purposes of overtime compensation.

**Section 4 – Longevity**

Effective November 25, 2017 County Fire shall establish a new 2.0% Longevity Pay Differential for employees who have completed 15 years of continuous County service (31,200 service hours).

TOTAL COMPLETED CONTINUOUS COUNTY SERVICE	COMPENSATION
31,200 Continuous County Service Hours (15 years)	2.0%

The differential shall be paid on all paid hours up to an employee’s standard hours and shall not be considered when determining the appropriate rate of pay for promotion or demotion. A year of completed continuous County service is defined as 2,080 continuous service hours with the County.

**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. Employees who have not made such arrangements by the end of the 4th pay period after their date of hire shall be subject to disciplinary action. In cases where an employee is unable to make arrangements for electronic fund transfer, the County’s 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 County’s Director of Human Resources or designee.

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

**DUAL APPOINTMENT**

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by the Fire Chief to facilitate training, to make assignments to a position which is vacant due to an extended leave of absence, or in an emergency. The most recently hired employee shall be notified in writing by the Fire Chief and such notification will clearly define the benefits to which that employee is entitled.

**DUTY TO ACCOMMODATE**

IUOE recognizes County Fire’s duty to provide reasonable accommodations for certain qualified disabled individuals pursuant to applicable law (e.g., American with Disabilities Act, California Fair Employment and Housing Act, etc.), even where a conflict may exist between such duty and a specific provision of this Agreement. Actions taken by County Fire in an attempt to comply with such laws shall not constitute a violation

of this Agreement; provided the actions of County Fire are in accordance with the law.

County Fire shall, pursuant to applicable law, endeavor to reasonably accommodate employees who, because of their disability or medical condition, are temporarily unable to perform the “essential functions” of their job.

This Article shall not be subject to the Grievance Procedure.

## EXPENSE REIMBURSEMENT

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

### Section 1 – General Provisions

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

### Section 2 – Responsibilities

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

### Section 3 – Travel Authorization

- (a) All travel requests must be submitted to the Fiscal Division four (4) weeks prior to travel. Out of state travel requests must be submitted six (6) weeks prior to travel.
- (b) Travel outside the State of California must be approved by the Chief Executive Officer or designee. Requests for such travel shall be submitted to the Chief Administrative Office on standard "Travel Request" form, unless specifically approved in County Fire's budget.
- (c) The Fire Chief or designee shall initiate Travel Requests. The Chief Executive Officer and Auditor-Controller/Treasurer/Tax Collector shall be notified in writing of all such designees.
- (d) The Fire Chief or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this Article.

### Section 4 – Authorization for Attendance at Meetings

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

### Section 5 – Records and Reimbursements

- (a) Request for expense reimbursement should be submitted once each month and within one year of the date that expense was incurred.
- (b) Receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:
  - (1) Subsistence, except as otherwise provided in this article.
  - (2) Private mileage (e.g., mileage to airport).
  - (3) Telephone and other communication-related charges, including Wi-Fi and internet access if needed to conduct County Fire business.

- (4) 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 reimbursement shall be made via electronic fund transfer into the financial institution of the employee's choice or by pay card. Employees who fail to make arrangements for direct deposit shall receive reimbursements via pay card.

### **Section 6 – Transportation Modes**

- (a) The general rule for selection of a mode of transportation is that mode which represents the lowest expense to County Fire. Where an employee is given the choice between several means of travel (e.g., use of County 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 the County would have paid for the flight.
- (b) Travel via private automobile.
  - (1) Reimbursement for use of privately owned automobiles to conduct County Fire business shall be at the IRS allowable rate at the time the mileage was incurred. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance, and all other transportation related costs.

County Fire does not provide any insurance for private automobiles used on County Fire business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on County Fire business.
  - (2) When employees, traveling on official County Fire business, leave directly from their principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be equal to the actual mileage from the residence or the mileage computed from the assigned work location, whichever is less. Similarly, if the employee departs from the last work contact point directly to the residence, only such mileage shall be allowed as the lesser distance between it and the assigned work location.
- (c) Travel via Rental Vehicles

Reimbursement will be provided for the cost of a rental vehicle for business purposes if a County Fire supervisor/manager approves such use. Rental Vehicles are covered for liability and vehicle physical damage under the County Fire 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) Subsistence allowances for lodging and meals shall not be allowed without prior approval of the Fire Chief or designee as necessary for the purpose of conducting County Fire business. 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 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 may be provided as follows:
- (1) Option 1 – With receipts, an employee may be reimbursed for meal expenses up to 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) Option 2 – Without receipts, an employee may be reimbursed for meal expenses up to 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), 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's Office through submission of the appropriate form. Advancement shall not exceed the per diem allowances set forth herein. The minimum amount to be advanced is twenty-five dollars (\$25.00). Upon return from travel, the employee must submit an expense reimbursement form and all receipts documenting expenses incurred. If the employee does not submit this accounting within fifteen (15) calendar days of return from travel, or prior to termination of County Fire employment, the Auditor-Controller/Treasurer-Tax Collector's Office may recover the amount advanced from the employee's pay.

**Section 9 – Credit Cards**

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

## FEDERAL OR STATE MAJOR FIRE OR DISASTER INCIDENTS

County Fire has established a pay differential for all Unit employees who possess a “Red Card” and are fully certified to respond to Federal or State major fire or disaster incidents. Eligible Unit employees who are ordered by the Incident Commander to respond to a Federal or State major fire or disaster incident shall receive a \$50.00 per day stipend while assigned to the incident.

## 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 (IRC) of 1986, on a pre-tax basis by salary reduction in accordance with Sections 125 and 105(b) of the IRC and regulations issued pursuant thereto.

FSA 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 Employee Benefits and Services Division, consistent with said IRC Sections and the County’s Plan Document.

- (a) To be eligible for this benefit, an employee must be in a regular position.
- (b) Enrollment in the Plan for current employees is limited to the annual open enrollment period or no later than sixty (60) calendar days following the date of becoming eligible due to a mid-year Change in Status event.
- (c) Eligible employees may contribute, on a pre-tax basis, to a flexible spending account, each bi-weekly pay period up to the established amount pursuant to the IRC annual maximum. An employee election to participate in the Plan shall be irrevocable for the remainder of the Plan year. Once a salary reduction has begun, in no event will changes to elections or discontinuation of contributions be permitted during the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County’s Medical Expense Reimbursement 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 (up to \$260 on an annual basis) 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 as permitted by the IRC and the County’s Medical Expense Reimbursement Plan Document. The County will use any forfeited amounts to help defray the Plan’s administrative expenses.

## FULL UNDERSTANDING, MODIFICATION AND WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration, therefore, constitute the complete and total contract between County Fire and IUOE, Local 12, with respect to wages, hours, and other terms and conditions of employment.

County Fire and IUOE, Local 12, 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. This section shall not act as a waiver of any reserved County Fire management rights or act as a waiver of IUOE, Local 12’s, right to bargain the impact of the County’s exercise of its management’s rights.

## GENERAL FIRE SUPPORT SERVICES LEADERSHIP COMMITTEE

The parties recognize that delivery of public services in the most efficient and effective manner is of paramount importance and interest to County Fire and IUOE, Local 12. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

To this end, the parties agree the General Fire Support Services Leadership Committee (Committee) comprised of management and employees shall be created as necessary to address issues that affect the efficient and effective delivery of public services appropriate to each County Fire and Unit employee. The purpose of such Committee(s) shall be to:

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

The composition of each Committee shall include up to three (3) management representatives, designated by the Fire Chief, and no more than three (3) employees, designated by IUOE, Local 12. The Fire Chief or designee shall chair the Committee.

Meetings will be held as often as necessary to discharge the functions of the task force. The task force will establish reasonable time frames for the accomplishment of its charges.

Recommendations of the Committee will be arrived at the consensus and shall be submitted in writing to the Fire Chief for final action, subject to review and approval. The Committee shall not have any right or authority to abrogate representation rights of IUOE, Local 12, or County Fire Management Rights.

County Fire agrees to meet with IUOE regarding the impact of any changes to the wages, hours, and other terms and conditions of employment (e.g., policy changes, directive changes, etc.) of IUOE Local 12 Unit employees.

## GRIEVANCE PROCEDURE

### Section 1 – Purpose

County Fire and IUOE, Local 12, fully recognize the importance of a viable grievance procedure to aid in the resolution of disputes. As such, this procedure is intended to establish a systematic and orderly method of processing grievances. It is not intended to be used to affect changes in the terms of this Agreement or those matters not covered by this Agreement. The Board of Supervisors and IUOE, Local 12, have pledged that their representatives at all levels will extend active, aggressive and continuing efforts to secure prompt disposition of grievances. The initiation of a grievance in good faith by an employee shall not cause any adverse reflection on the employee's standing with immediate supervisors or loyalty as a County Fire employee.

### Section 2 – Definition of a Grievance

A grievance is a timely, sufficient and good faith allegation by an employee, group of employees, or IUOE, Local 12, that there has been a violation concerning the interpretation or application of a specific article(s) of this Agreement.

### Section 3 – Jurisdiction

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

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

### Section 4 – Exclusions

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

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

Except as otherwise provided by this Agreement or state or federal statute, this grievance procedure shall be



the sole and exclusive procedure for seeking recourse on the grievance.

### **Section 5 – Representation**

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

### **Section 6 – Consolidation of Grievances**

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

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

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

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

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

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

The procedures outlined herein constitute the steps necessary to resolve an employee's grievance. The presentation of the informal grievance is an absolute prerequisite to the institution of a formal grievance.

The attempt of settlement of grievances must be submitted at Step 1 within fifteen (15) working days after the employee is aware of the conditions precipitating the grievance.

#### Informal Grievance Procedure - Immediate Supervisor.

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

#### Formal Grievance Procedure

Step 1 – Division Level. If a mutually acceptable solution has not been reached during the informal grievance procedure, the grievant shall submit the grievance in writing on appropriate forms supplied by Human Resources to the Support Services Division Manager within five (5) working days of notification of the immediate supervisor. The grievance should provide, in order to be considered, a detailed statement of the grievance, including the date of occurrence, names of witnesses or individuals involved, location, applicable Agreement articles alleged to have been violated, date discussed with immediate supervisor, and the specific remedy or action requested. The Support Services Division Manager, after conferring with the Assistant Fire Chief, shall meet with the grievant and discuss the grievance. The Support Services Division Manager shall submit a written response to the grievant within five (5) working days of receipt of the formal grievance from the employee.

If the Support Services Division Manager fails to reply within this time period or issues a decision which is unsatisfactory to the employee, the employee may proceed to Step 2 of the formal grievance procedure.

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

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

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

Step 4 – If a mutually acceptable solution has not been reached at Step 1, 2, or 3 of the Formal Grievance Procedure, the grievant may submit the written grievance within five (5) workdays after the Fire Chief or designee's response to the County's Director of Human Resources, or designee. Following a review of the grievance with the appointing authority, the Director of Human Resources or designee, in consultation with the County Labor Relations Chief, shall have full and final authority on behalf of the County to mutually resolve the grievance with the employee/employee's representative within ten (10) working days of receipt of the written grievance of the employee. Such notification shall be rendered in writing to the grievant, IUOE Local 12 and the appointing authority.

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

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

Pre-arbitration conferences are to be mandatory and no grievances shall be forwarded to the arbitration process without the pre-arbitration hearing conference. Within twenty (20) working days of the approval to advance a grievance to arbitration, both parties are required to meet for a pre-arbitration hearing conference with the goal of resolving mutually identified grievance issues. If resolution is not attained, both parties are obligated at that time to jointly or individually declare stipulations, identify witnesses and exchange exhibits that will be carried forward to the arbitration process, the intent being full disclosure by both sides prior to the arbitration process.

Step 6 – Arbitration. The County's Director of Human Resources or designee and the the Union shall select an arbitrator by mutual agreement. Where mutual agreement cannot be reached, the parties shall request a list of arbitrators from the California State Mediation and Conciliation Service, and mutually select an arbitrator from said list.

Where mutual agreement cannot be made, the arbitrator shall be determined following a striking process. The determination as to which party strikes first shall be based on a coin flip.

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

- (a) In reaching a decision and award, the arbitrator shall limit himself/herself to the allegations contained in the grievance presented in relation to the express provisions of the agreement alleged to have been violated. Further, the arbitrator shall have no authority to amend, change, add to, subtract from, or ignore any provisions of this agreement. Lastly, the arbitrator shall not substitute his judgment for that of County Fire on matters pertaining to the exercise of managerial discretion except where it can be shown by the grievant/Union that the County Fire abused its discretion. The arbitrator shall not grant any right or relief on any grievance occurring at any time other than the contract period in which such right originated. If the arbitrability of the grievance is in dispute, the arbitrator shall render a decision on the arbitrability of the dispute prior to hearing the merits of the grievance.
- (b) The decision of the arbitrator will be in writing and transmitted to the parties within thirty (30) calendar days after the close of the hearing. This decision may require the Fire Chief or a subordinate to cease and desist from the action, which is the subject of the grievance. The arbitrator may also require the Fire Chief to take whatever action is necessary, within the control of the Fire Chief, to remedy the grievance or take other action to relieve the loss, if any, to the employee.

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

- (c) The arbitrator's decision shall be transmitted to the County's Director of Human Resources and the Union with a copy to the grievant.
- (d) All grievances shall be treated as confidential and no publicity will be provided until the final resolution of the grievance is determined.
- (e) The decision by the arbitrator shall be final and binding on all parties unless appealed or there is a financial impact greater than one thousand dollars (\$1,000), in which case it shall be subject to approval of the Board of Supervisors.
- (f) For grievance decisions with financial impact of greater than one thousand dollars (\$1,000), the County's Director of Human Resources will submit the grievance decision within ten (10) working days to the next meeting of the Board of Supervisors. If the Board of Supervisors fails to act within thirty (30) days following receipt of formal notice of the decision of the arbitrator, it shall become final and binding. A copy of the decision shall be filed with the County's Director of Human Resources, the Union, and the grievant.
- (g) County Fire will submit a request for payment to the Auditor within five (5) working days of the Board's decision.

Prior to Step 6 – Pre-Arbitration. The County's Director of Human Resources, or designee and the Union may by mutual agreement utilize mediation for grievances filed under the provisions of this Agreement. The mediation process described in this Section may be invoked only by the two (2) parties identified herein and is expressly an exception to the language contained in Section 3 of this Article.

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

- (a) The County's Director of Human Resources or designee and the Union shall agree in writing to refer a specific grievance or disciplinary appeal to mediation.
- (b) The grievant shall have the right to be present, represented by the Union as the sole, exclusive bargaining agent.
- (c) The grievant shall have the Union, as the singular spokesperson, and County Fire will have a representative from Human Resources, with neither side allowed the presence of an attorney.
- (d) Any written material submitted to the mediator shall be returned to the party providing the material at the conclusion of the mediation meeting.

- (e) The mediation process shall be as follows:
- (1) The mediation meeting shall be an informal process, limited to a one (1) hour presentation for each side, not restricted to the rules of evidence, and no record will be kept of the proceeding.
  - (2) The mediator will meet jointly with the parties and separately, if necessary.
  - (3) The mediator has no authority to compel resolution of the matter mediated.
  - (4) The oral advisory opinion of the mediator shall be given at the conclusion of the meeting and the parties may opt to agree in writing to the opinion, reject the same mutually or singularly and proceed to the next step of the usual process, or remove the matter from the process by mutual agreement.
  - (5) The advisory opinion accepted in writing by the two (2) parties does not constitute a precedent and is not admissible as evidence in any future process governed by this Agreement.
- (f) Where possible, the parties shall utilize the mediation services provided by the California State Mediation and Conciliation Service. In the event that the mediation process would result in fees for service rendered by the State or by use of a private hearing officer, such costs shall be equally divided between the County Fire and the Union.
- (g) The post-mediation process is restricted by the following:
- (1) No person serving in the capacity as a mediator may serve as the hearing officer/arbitrator for the same case should the same be forwarded to arbitration.
  - (2) No reference to a matter mediated may be utilized in a subsequent arbitration or hearing unless stated in writing at a step prior to the mediation. The penalty for violation of this understanding shall be forfeiture of the hearing or appeal by the party violating the same.
- (h) This procedure may be modified by mutual agreement of both parties.

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

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

The supervisor shall direct the employee to temporarily perform other tasks until such time as the situation is deemed safe by the Safety Officer. If IUOE and the affected employee(s) still believe the unsafe condition exists, IUOE and the affected employee(s) may exercise their rights under Section 8 of the grievance procedure. For Health and Safety grievances, the immediate supervisor must respond to IUOE and the affected employee(s) within one (1) working day of filing the informal grievance. If IUOE and the affected employee(s) are not satisfied with the decision of the immediate supervisor, a formal grievance shall be filed in accordance with Step 1, "Formal Grievance Procedure." The Support Services Division Manager shall respond to IUOE and the affected employee(s) within three (3) working days.

## **IMPLEMENTATION**

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

## **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 and freshening up. The use of these facilities will be administered in accordance with department policy.

## INDIVIDUAL AGREEMENT

County Fire shall not negotiate with or enter into a memorandum of understanding or adjust grievances or grant rights or benefits not covered in this Agreement to any employee in this Unit unless such action is with IUOE concurrence.

## LEAVE PROVISIONS

### Section 1 – Sick Leave

#### (a) Definitions

- (1) Sick Leave: Sick leave with pay is an insurance or protection provided by County Fire to be granted in circumstances of adversity to promote the health of the individual employee.

It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease or for a medical, optical or dental appointment, for certain purposes related to being a victim of domestic violence, sexual assault, or stalking, or other purpose authorized herein.

- (2) Family Member: Family Member, as defined by Labor Code section 245.5, is a parent, spouse, child, registered domestic partner, grandparent, grandchild, or sibling. Child means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis. Parent means a biological, adoptive, or foster parent, a stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child. Domestic Partner is defined by California Family Code section 297.

- (3) Extended Family: Extended family is defined as sibling-in-law, aunt, uncle, niece, nephew, foster child, ward of the court, or any step relations as defined herein.

- (b) Accumulation – Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of ninety-six (96) hours per year, or 3.69 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. Employees in regular positions budgeted 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.

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

#### (d) Administration

- (1) Investigation – It shall be the responsibility and duty of the Fire Chief to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the County's Director of Human Resources.

- (2) Notification – The employee's supervisor must be notified at least one-half (1/2) hour prior to the start of the employee's scheduled shift 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 or occupational disability. Failure to make such notification shall result in denial of sick leave with pay. If the employee receives a doctor's off-work order and provides notice of same to the Fire Chief, the employee is not required to contact the department daily.

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

- (3) Review/Proof – The appointing authority, or designee, may review and determine the justification of any request for sick leave with pay and may, in the interest of County Fire, require a medical report by a doctor to support a claim for sick leave pay.

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

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

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

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

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

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

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

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

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

(f) Return-to-Work Medical Clearance

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

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

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

(iii) Employees who have been absent on account of a serious medical condition, when so directed by the Fire Chief, or designee.

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

- (3) It is the responsibility of the employee, covered by (1) (i) - (iii) above, to obtain written notice from their medical provider of their authorization to return to work with or without job modification.

To ensure all necessary and relevant medical information is provided, the County shall make available

forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to their Fire Chief immediately upon receipt of their medical provider’s authorization to return to work, and no later than 24 hours after receipt of the notice. The Fire Chief or designee will schedule an appropriate medical evaluation for the employee with the Center for Employee Health and Wellness prior to the employee’s return to work.

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

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

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

- (g) Workers' Compensation – Employees shall receive full salary in lieu of Workers' Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Workers' Compensation sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee.
- (h) Separation – Unused sick leave shall not be payable upon separation of the employee, except as provided in the Retirement Medical Trust Fund Article.
- (i) Sick Leave Conversion

Employees who have used less than forty (40) hours of sick leave in a fiscal year (i.e., pay period 15 through pay period 14 of the following year) may, at the employee’s option, convert sick leave to vacation leave by the following formula: Hours of sick leave used are subtracted from forty (40). Sixty percent (60%) of the remainder, or a portion thereof, may be added to vacation leave to be utilized in the same manner as other accrued vacation leave.

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

- (j) Perfect Attendance – Employees in regular, full-time positions who do not utilize any sick leave, or any leave (e.g., vacation) in lieu of sick leave or benefits in lieu of sick leave (e.g., workers’ compensation, state disability partial/full integration, etc). in pay periods 1 through 26 consecutively (or 27 when applicable), and who do not record any sick leave without pay, or absence without pay, Medical Emergency Leave, or military leave during those consecutive pay periods shall be reimbursed up to a maximum of \$299 for an annual individual (employee only) health club membership. Health club membership cost must be incurred and submitted for reimbursement within a reasonable period of time

from when it was awarded In lieu of the reimbursement, the employee has the option of utilizing sixteen (16) hours of perfect attendance leave, no cash out provision, from the pay period the perfect attendance leave is credited to the employee’s leave balances until the end of pay period 26 (or 27 when applicable) of that year. Failure to utilize perfect attendance leave by pay period 26 (or 27 when applicable) of the year in which it was credited to the employee’s leave balances or if an employee is appointed to a position in an occupational unit that does not contain a perfect attendance leave provision shall result in forfeiture of the same.

**Section 2 – Vacation Leave**

- (a) Definition - Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. If any employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the Fire Chief.
- (b) Accumulation – Employees in regular positions shall accrue, on a pro rata basis, vacation leave for completed pay periods. 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 service from the employee's hire date. Employees in regular positions budgeted less than eighty (80) hours per pay period or job shared positions shall receive vacation leave accumulation on a pro rata basis.

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

(c) Administration

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

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

- (3) The minimum charge against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the employees' base rate of pay, except as otherwise provided in this Agreement.
- (4) When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.
- (5) 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 to enhance retirement benefits or be compensated in a lump sum payment for accrued vacation leave.



(6) Vacation Cash-Out – On one occasion each calendar year until the expiration of this contract, 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 (beginning in December of 2020), 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 2020 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 of the calendar year in which the election is effective, the hours will be automatically converted to cash in pay period 26.

**Section 3 – Holiday Leave**

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

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

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

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

Employees in regular positions budgeted less than eighty (80) hours per pay period or job shared positions shall receive floating holiday accruals on a pro rata basis; provided, however, that there shall be no proration of the maximum provided in paragraph (f) herein.

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

(c) Eligibility for Holiday Pay – To receive holiday pay for a fixed holiday, employees must be on the payroll during the entire pay period during which such fixed holiday fell. Entire pay period shall mean that an employee must have been hired prior to or at the start of the pay period and was paid for at least one-half (1/2) of the accountable hours.

If any unpaid hours are coded during the pay period, the employee must have been on an approved leave for those absences. Any request for sick leave in conjunction with a fixed holiday must be supported by a doctor's certificate, if requested by the Fire Chief.

- (d) 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.
- (e) 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 floating holiday time. At the request of the employee, and with approval of the Fire Chief, or designee, straight time payment can be made in lieu of accrual provided such compensation is approved during the pay period in which it is worked. Employees scheduled to work on a holiday but who call off sick shall code, but not accrue, holiday leave for that day.
- (f) Weekend Holidays – When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday.
- (g) Holiday Time Accrual
  - (1) Any holiday time accrued in excess of sixty-four (64) hours shall be lost if the employee does not take such accrued holiday time off within thirteen (13) pay periods, provided no employee shall lose accrued holiday leave time because of work urgency. Upon retirement or termination, employees shall be compensated for any unused accrued holiday time up to a maximum of sixty-four hours at the then current base rate equivalency.
  - (2) 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**

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

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

knowingly receives payment in excess of their regular base salary is required to report it to their County Fire payroll clerk.

Employees 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 earn pro-rated vacation and sick leave accruals based upon paid leave time coded on the Time and Labor Report only.

Employees who are fully integrating paid leave time with disability (SDI) benefit(s) 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 integrating paid leave time with disability benefits will be paid for holidays in accordance with the holiday leave provisions in Section 4 of this Article.

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

### **Section 5 – Compulsory Leave**

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

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

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

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

### **Section 6 – Military Leave**

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

- (a) Definition – Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.
- (b) Notice and Orders – All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, copy of military orders must accompany the request for leave.
- (c) Temporary Active Duty – Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, step advances and benefits that would have been enjoyed had the employee not been absent, providing such employee has been employed by County Fire for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive their regular salary or compensation, pursuant

to Section (e) of this Article.

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

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

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

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

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

Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.

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

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

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

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

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

### **Section 7 – Political Leave**

Any employee who is a declared candidate for public office (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.

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

#### **(a) General Provisions**

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

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

#### **(b) Types of Leaves of Absence**

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

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

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

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

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

(3) Leaves of absence without right to return.

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

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

The employee shall be required to serve a new probationary period. The County’s Director of Human Resources or designee has the discretion to waive the requirements to serve a new probationary period.

(4) Medical Leave of Absence.

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

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

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

- (ii) Upon return from a medical leave of absence, the employee shall retain the benefits described under section 3 (ii) above.
- (iii) The Medical Leave of Absence provision may be removed by ether party at the conclusion of this agreement.

**Section 9 – Jury Duty Leave**

Employees in regular positions who are ordered to serve jury duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Employees are required to provide the Fire Chief with notice of the order/summons to serve jury duty upon receipt of such summons. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service. If an employee is required to report to jury duty during hours the employee is not scheduled to work (e.g. it is the employee's normal day off, the employee is off work pursuant to FMLA, CFRA, or workers' compensation leave, the employee is not in a paid status for the pay period, etc.) the employee is not entitled to Jury Duty leave for those hours. When practicable, the Fire Chief will convert an employee's regular tour of duty to a day shift tour of duty during the period of jury duty. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time. The employee will not be required to return to work if more than one (1) hour remains after the employee has completed jury duty and the employee has received prior approval from the appointing authority or designee to use appropriate leave from the employee's accrued "leave bank." Employees volunteering for Grand Jury duty shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury, in the same manner as provided in Section 8 of the Article.

**Section 10 – Examination Time**

Employees in regular positions with regular status at the time of application, or employees who do not have regular status but have previously held regular status and continuously remained a County employee, shall be entitled to a reasonable amount of time off with pay for the purpose of attending all Fire, Special Districts, or County examination processes (e.g., selection interviews). Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Such time off shall not be charged against any accumulated leave and shall be compensated at the employee's base hourly rate. An employee is not entitled to compensation if the employee is able to complete the examination on his/her own non-working time (e.g., online exams). 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 11 – Witness Leave**

Employees in regular positions shall be entitled to paid Witness Leave when subpoenaed to testify as a witness during an employee's scheduled work hours, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen outside of the employee's scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to County Fire. If an employee is required to testify as a witness during hours the employee is not scheduled to work (e.g. it is the employee's normal day off, the employee is off work pursuant to FMLA, CFRA, or workers' compensation leave, the employee is not in a paid status for the pay period, etc.) the employee is not entitled to Witness Leave during those hours. Employees required to testify as a witness must report to work before and after testifying 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) remains after the employee has testified 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 immediate supervisor for each such donation.

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

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

**Section 13 – Time Off for Voting**

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

**LIFE INSURANCE**

County Fire agrees to pay for the premium for a term life insurance policy for all employees based on scheduled work hours according to the table below. Life insurance will become effective on the first day of the pay period following the employee’s first pay period in which the employees is in paid status shall continue for each pay period in which the employee is in paid status. For pay periods in which the employee is not in paid status, the employee shall have the option of continuing life insurance coverage at the employee’s expense.

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

County Fire further agrees to make available to each employee a group term life insurance program wherein the employee may purchase additional term life insurance in the amounts specified in the Certificate of Insurance. New employees shall become initially eligible to participate in these programs following the pay period in which the employee 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) and the method of computing premiums shall be within the sole discretion of the County.

**MEDICAL AND DENTAL COVERAGE**

**Section 1 – Medical and Dental Plan Coverage**

- (a) All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in a medical and dental plan offered by the County. Employees who fail to elect medical and dental plan coverage will be automatically enrolled in the medical and dental plan with the lowest bi-weekly premium rates available in the geographical location of the employee’s primary residence. Medical and dental plan coverage will become effective on the first day of the pay period following the first pay period in which the employee is scheduled to work for forty (40) hours or more and received pay for at least one-half plus one hour of scheduled hours.



- (b) To continue enrollment in a County-sponsored medical and dental plan, an employee must remain in a regular position scheduled to work for a minimum of forty (40) hours per pay period and have received pay for at least one-half plus one hour of scheduled hours, or be on an approved leave for which continuation of medical and dental coverage is expressly provided under Section 5 of this Article, or be eligible for and have timely paid the premium for COBRA continuation coverage.
- (c) Eligible employees may elect to enroll their dependents upon initial eligibility for medical and dental insurance. Thereafter, newly eligible dependents may be enrolled within sixty (60) days of obtaining eligibility status, such as birth, adoption, marriage, or registration of domestic partnership.
- (d) A dependent must be removed mid-Plan Year when the dependent becomes ineligible for coverage under the insurance plan eligibility rules (e.g., divorce, termination of domestic partnership, or over age dependent).
- (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 County Human Resources Employee Benefits and Services Division (EBSD) in accordance with procedures adopted by the County. Employees are responsible for notifying EBSD within sixty (60) days of any change in eligibility for the County's plans.
- (g) Premiums for coverage will be automatically deducted from the employee's pay warrant. In specific circumstances, in the absence of sufficient earnings to cover the deduction for premiums, the employee may be given another payment option. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents.

## **Section 2 – Opt-Out and Waive**

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

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

To receive the opt-out or waive amounts of this Section the employee must be paid for a minimum of one-half plus one of his/her scheduled hours. For instance, an employee scheduled to work eighty (80) hours per pay period must be paid for a minimum of forty-one (41) hours during a pay period to receive the opt-out or waive amounts.

Employees who opt-out or waive County-sponsored medical coverage who are scheduled for 61 to 80 hours per pay period shall receive forty dollars (\$40.00) per pay period; opt-outs and waives scheduled for 40 to 60 hours per pay period shall receive twenty dollars (\$20.00) per pay period.

- (a) The rules and procedures for electing to opt-out or waive of County-sponsored medical and dental plan coverage are established and administered by the County Human Resources Employee Benefits and Services Division.
  - (1) Employees may elect to opt-out or waive County-sponsored medical and/or dental plan(s) coverage within sixty (60) calendar days of the effective date of coverage of another employer-sponsored group plan. Proof of initial gain of other employer group coverage is required at the time the opt-out or waive is elected.
  - (2) Employees may also elect to opt-out or waive County-sponsored medical and/or dental plan(s) coverage during an annual open enrollment period. All employees who are newly opting-out or waiving during an annual open enrollment period must provide verification of other employer group plan coverage.
  - (3) Employees who voluntarily or involuntarily lose their other employer group medical and/or dental plan coverage must enroll in a County-sponsored medical and/or dental plan within sixty (60) calendar days. Enrollment in 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 or

within sixty (60) calendar days from a mid-year qualifying event.

- (4) There must be no break in the employee’s medical and dental plan coverage between the termination date of the other employer group coverage and enrollment in a 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 EBSD 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 and Dental Premium Subsidies**

- (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 MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employee’s Retirement Association. The applicable MPS shall be paid directly to the provider of the County-sponsored medical plan in which the eligible employee has enrolled. 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) The District has established a Dental Premium Subsidy (DPS) to offset the cost of dental plan premiums charged to eligible employees. The DPS shall be applied to dental insurance premiums only and shall not be applicable to medical insurance premiums. The applicable DPS amount shall be paid directly to the provider of the County-sponsored dental plan in which the eligible employee has enrolled. The DPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employees’ Retirement Association. In no case shall the DPS exceed the cost of the dental insurance premium for the coverage selected.
- (c) Eligibility - Employees in a regular position scheduled for a minimum of forty (40) hours per pay period, who are enrolled in a County-sponsored medical plan, are eligible to receive the MPS towards the cost of medical coverage. Employees in a regular position scheduled for a minimum of forty (40) hours per pay period, who are enrolled in a County-sponsored medical and dental plan, are eligible to receive the DPS towards the cost of dental coverage. However, employees must be paid for at least one-half plus one hour of their scheduled hours in order to actually receive the benefits of this Section. For instance, an employee scheduled to work eighty (80) hours per pay period must be paid at least forty-one (41) hours to actually receive the benefits of this Section.

For purposes of this Sub-section (c), paid hours shall not include disability payments such as short-term disability and workers’ compensation.

- (d) All eligible employees shall receive a Medical Premium Subsidy in the following amounts per pay period:

Coverage	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$78.81	\$161.75
Employee + 1	\$168.48	\$345.66
Employee + 2	\$230.88	\$473.70

Effective Benefit Plan Year 18/19, all eligible employees shall receive a Medical Premium Subsidy in the following amounts per pay period:

Coverage	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$85.38	\$170.75
Employee + 1	\$177.83	\$355.66
Employee + 2	\$241.85	\$483.70

Effective Benefit Plan Year 19/20, all eligible employees shall receive a Medical Premium Subsidy in the following amounts per pay period:

Coverage	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$86.36	\$172.75
Employee + 1	\$180.33	\$360.66
Employee + 2	\$244.30	\$488.70

(e) All eligible employees shall receive a Dental Premium Subsidy in the following amounts per pay period:

Coverage Type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$4.73	Up to \$9.46
Employee + 1		
Employee + 2		

**Section 4 – Needles Medical 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 County. The applicable Subsidy amount shall be paid directly to the provider of the County-sponsored medical plan in which the eligible employee has enrolled. This Subsidy will be established each year when premiums change for the County-sponsored medical plans. The subsidy will be discontinued when the lowest cost medical plan becomes available to the employees.

**Section 5 – Eligibility for MPS and DPS While on Leave**

(a) FMLA/CFRA - Employees who are on approved leave, pursuant to FMLA/CFRA law and whose paid hours in a pay period are less than the required number of hours designated in Sub-section 3(c) above will continue to be enrolled in a County-sponsored medical plan and to receive MPS and DPS 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 and DPS as provided by law, shall not be eligible for continuation of the MPS and DPS in the subsequent year. For example, an employee who is off work continuously for two years, and received the MPS and DPS as provided by law, shall not be eligible for the continuation of the MPS and DPS in the next rolling year.

(b) Pregnancy Disability Leave (PDL) – An employee on an approved Pregnancy Disability Leave is eligible for continuation of MPS and DPS in accordance with PDL law.

(c) Workers’ Compensation - 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, inclusive of any FMLA leave, providing the employee has been receiving MPS and DPS immediately prior to the leave of absence and 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 and DPS provided the employee is fully integrating appropriate paid leave time.

- (d) State Disability Insurance - Employees who are fully integrating paid leave time with State Disability Insurance (SDI) shall continue to receive the MPS and DPS.

## MEDICAL EMERGENCY LEAVE

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

- (a) The employee must have regular status with County Fire or one (1) year of continuous service in a regular position with County Fire.
- (b) The employee must meet all of the following criteria before he or she becomes eligible for Medical Emergency Leave donation: (1) be on an approved medical leave of absence for at least thirty (30) consecutive calendar days (160 working hours) exclusive of an absence due to a work related injury/illness; (2) submit a doctor's off-work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days, 160 working hours; (3) have exhausted all usable leave balances prior to initial eligibility for Medical Emergency Leave Donations – subsequent accruals will not affect eligibility; and (4) have also recorded at least forty (40) hours of sick leave without pay during the current period of disability.
- (c) An employee is not eligible for Medical Emergency Leave if he or she is receiving Workers' Compensation benefits. An employee eligible for State Disability Insurance and/or Short-Term Disability must agree to integrate these benefits with Medical Emergency Leave.
- (d) Vacation, Holiday, Annual Leave, or Administrative Leave, as well as Compensatory Time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours, not to exceed a total of fifty percent (50%) of an employee's yearly Vacation, Holiday, Annual, Administrative Leave, or Compensatory Time accruals (whichever is applicable). The donation may be made for a specific employee, regardless of rank or occupational unit, on 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 forty (1,040) hours per fiscal year. The maximum of 1,040 hours shall be prorated for those employees scheduled less than 40 hours per week. Example: An employee who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) 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. Job and/or personal stress (not 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 County's Health and Employee Wellness Center or medical designee, is required for initial and continued eligibility. An employee shall be eligible to utilize and receive Medical Emergency Leave during the 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 (e.g., MPS, Op-out, and Waive amounts) per the minimum paid hours (i.e., one-half plus one hours) per pay period requirement of the Medical and Dental Coverage Article, or the requirement of the Federal and State Family Leave Acts, as applicable to the individual employee.
- (h) An employee receiving leave under this program is not eligible for receipt of any accruals such as vacation, administrative leave, sick leave, or retirement credit.
- (i) 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.
- (j) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals to be utilized as follows:
- (1) An employee who resigns while on Medical Emergency Leave (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 176 hours 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 beneficiary designated on the Beneficiary Designation For Last Warrant form on file with ATC shall be paid at one hundred percent (100%) of the deceased employee's base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at the time of employee's death in accordance with payroll procedures established by the County Auditor/Controller. Any unused Medical Emergency Leave in excess of 176 hours shall be returned to the donor(s), in accordance with 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 eligible to retain up to 176 hours unused Medical Emergency Leave. Such hours shall be used for the same purpose and in the same manner as Sick Leave and in accordance with the applicable Sick Leave provision of the Memorandum of Understanding, however, such hours shall not be eligible for conversion (e.g., cash-out). Any unused Medical Emergency Leave in excess of 176 hours shall be returned to the donor(s) in accordance with the procedures established by the County.
- (3) An employee on Medical Emergency Leave who has received the approval of his/her physician and the Center for Employee Health and Wellness to return to work on a part-time basis (less than the employee's normally scheduled hours of work per pay period may code MEL for those hours the employee was restricted from working pursuant to a physician's order. The combined total of work time and Medical Emergency Leave coded may not exceed each pay period the lesser of eighty (80) hours or the employee's modified hours of work. However, should the employee accrue sick leave while working part-time on Medical Emergency Leave, the employee is required to use those sick leave accruals before utilizing Medical Emergency Leave hours (i.e., Medical Emergency Leave hours may not be used in place of accrued sick leave).
- (k) The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for the actual administrative costs.
- (l) Solicitation of donors shall be regulated by the Human Resources Division, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.
- (m) All donors and donees shall sign release forms designed, retained, and affected by the Human Resources Division.

## MEMBERSHIP DUES

- (a) In accordance with an Agency Shop election held on February 21, 2008, all full-time, regular employees in the Unit may become a member of IUOE for the term of the current Memorandum of Understanding.
- (b) The amount of dues and service fees (e.g., initiation fees, etc.) shall be determined by IUOE and County Fire shall process any new dues or change in dues in the normal time for processing such change.
- (c) This article shall be administered consistent with applicable law (e.g., employee requests to initiate, cancel, or change membership dues deductions, Union indemnification of County Fire, etc.).
- (d) All employees in the representation unit shall be provided with a copy of the current Memorandum of Understanding during County Fire New Employee Orientation.

## MERIT ADVANCEMENTS

It is agreed that a work performance evaluation shall be completed by the employee's immediate supervisor within sixty (60) working days prior to the employee's step advance eligibility date for all employees in this Unit who are below the 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.

The employee's immediate supervisor shall notify the employee in writing of inadequate work performance no less than thirty (30) workdays prior to the employee's receipt of the work performance evaluation.

If no work performance evaluation is filed, or if an employee receives an overall "Unsatisfactory" or "Improvement Needed" evaluation, the employees step advance may not be granted on the date due.

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

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

It is agreed that the performance of any employee without regular status must be rated as "Meets Job Standards" or better prior to granting any merit step advancement.

## MODIFIED BENEFIT OPTION

### Section 1 – General Provisions

- (a) All regular classified full-time employees in the classifications listed in Appendix B shall be provided an opportunity to convert from a regular position with full benefits to a regular position with modified benefits and a wage differential.
- (b) Employees may choose to enroll in the MBO at hire or during the annual open enrollment period, and may choose to change to the full 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) Employees in regular positions who choose the MBO may retain or attain civil service rights in the position in accordance with applicable provisions or rules concerning probationary periods.
- (e) In order to receive the benefits and wage differential of the Modified Benefit Option, the employee must specifically choose the Option.

### Section 2 – Modified Benefit Option Wage Differential

- (a) Employees who select the MBO shall receive a wage differential of \$1.75/hour 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 following: the County contribution to the employee's Retirement Medical Trust (RMT) account, differentials paid on a percentage basis (e.g., longevity), sick leave conversion cash-outs (if any) pursuant to the RMT Article, and other leave cash-outs. Provided below is an example of how the County's contribution to the RMT would be calculated:

EX: An employee with 11 years of continuous County service and an 80-hour per pay period schedule selects the MBO. The employee's base hourly rate is \$30 per hour. This employee is eligible for a County contribution to the RMT equal to 1.00% of the employee's base bi-weekly salary. The County contribution to the RMT is calculated as follows:

80 hours X (\$30.00 per hour + \$1.75 MBO Wage Differential) = \$2,540 base bi-weekly salary for purposes of County contribution to the RMT

\$2,540 X 1.00% Contribution Rate = \$25.40

The County will contribute \$25.40 to the RMT on behalf of the employee that pay period.

### Section 3 – Benefits and Leaves

Except as provided in this Section 3, employees who select the MBO shall receive the same benefits and leaves that employees who select the full benefit option receive in the MOU.

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

(b) Medical Premium Subsidy:

(1) Provided below are the MPS amounts per pay period for employees who select the MBO:

Effective November 21, 2020	MPS
Employee Only	\$122.65
Employee + 1	\$295.74
Employee + 2	\$400.73

(c) Dental Premium Subsidy: Employees who select the MBO shall be eligible to receive DPS in the following amounts per pay period:

Coverage Type	DPS
Employee Only	Up to \$9.46
Employee + 1	
Employee + 2	

(d) Deferred Compensation 457(b): Employees shall be eligible to participate in the County’s 457(b) Deferred Compensation Plan, but shall not receive a County match.

(e) Paid Time Off (PTO):

(1) Definition: Paid Time Off (PTO) is granted to employees who select the MBO in lieu of any other Vacation, Holiday, or Sick accrual leave provisions, except as provided in this Section 3 (f).

(2) Accumulation: Employees who select the MBO shall accrue PTO each pay period. Employees who have standard hours of less than eighty (80) hours per pay period shall accumulate PTO on a pro-rata basis; provided, however, that the maximum allowed combined unused vacation and PTO balance shall not be prorated. PTO shall be available for use on the first day following the pay period in which it is earned.

Employees shall accrue PTO each pay period as provided in the chart below and shall receive holiday pay as provided in this Section 3 (h).

Service Hours	PTO Allowance (Assumes 80-hour Schedule)	Accrual Rate Per Pay Period (Assumes 80-Hour Schedule)	Maximum Allowed Unused PTO Balance	Maximum Allowed Combined Unused Vacation and PTO Balance for All Employees Who Convert to the Modified Benefit Option
0 through 8,320 service hours	112 hours	4.31 hours	169 hours	201 hours**
Over 8,320 through 18,720 service hours	152 hours	5.85 hours	229 hours	272 hours**
Over 18,720 service hours	192 hours	7.39 hours	289 hours	343 hours**

\*\*The employee’s maximum allowed PTO balance may not exceed 169, 229, or 289 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 Vacation Leave section of the Leave Provisions Article of the MOU.

(ii) PTO for Sick Leave Purposes – When PTO has been requested for sick leave purposes, PTO shall be administered according to the Sick Leave section of the Leave Provisions Article of this MOU.

- (4) 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 Vacation Leave section of the Leave Provisions Article of the MOU.

Employees who are 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, holiday, and sick leave immediately.

- (5) PTO Cash-Out – On one occasion each calendar year until the expiration of this contract, 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 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 2020), specifying the number of hours to be sold back from the next year's PTO accrual. During the calendar year following the pre-designation, no more than three (3) requests may be made to cash out the PTO in a single block of not less than eight (8) hours and no more than sixty (60) hours. An employee shall be eligible to cash-out PTO hours accrued up to the preceding pay period in which he/she requested the cash-out. For example, an employee who requests a cash-out in pay period 15 can only cash-out the PTO accrued through pay period 14. The number of hours requested for cash-out shall not exceed an amount equal to or less than the amount accrued. For example, an employee in December 2020 makes a pre-designation to cash-out 25 hours. The employee accrues 4.31 hours of PTO per pay period. At the end of pay period 2 the employee can request to cash-out the 8 hours of PTO that she had accrued, but is not yet eligible to cash-out the entire 25 pre-designated hours because the employee has yet to accrue 25 hours of PTO. 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, or 27 when applicable.

- (f) Holiday Pay:

Employees shall receive holiday pay according to the Holiday Leave section of the Leave Provisions Article of this MOU, except such employees will not be eligible for the floating holiday.

- (g) Accrual Carryover Following Benefit Change

- (1) Full Benefit Option to Modified Benefit Option - Employees who convert from the full benefit option to the MBO shall carry over and may utilize their existing vacation, holiday, and sick leave balances; provided, however, that the employee shall no longer accrue vacation and sick leave after converting to the MBO.

After converting to the MBO the employee shall be immediately eligible to accrue PTO; however, the employee's combined Vacation and PTO balance shall not exceed the applicable caps established in the chart above. For example, if an employee with 16,640 service hours carries over 200 Vacation Leave hours the employee shall only be eligible to accrue up to 72 PTO hours. If such employee then uses some Vacation Leave or PTO, the employee shall be eligible to accrue additional PTO hours, not to exceed the applicable PTO cap.

However, an employee with a previously approved waiver of the maximum allowed unused vacation balance as provided in the Vacation Leave section of the Leave Provisions Article may temporarily exceed the caps in the chart above.

An employee who carries over Vacation Leave hours shall be eligible to accrue the maximum amount of PTO once the employee has exhausted all of his/her carried over Vacation Leave hours.

- (2) Modified Benefit Option to Full Benefit Option - Employees who convert from the MBO to the full benefit option shall carry over and may utilize their existing PTO balance (if any) and begin accruing vacation, holiday, and sick leave immediately; however, the employee's combined Vacation and PTO balance shall not exceed the applicable vacation caps established in the Vacation Leave section of the Leave Provisions article. For example, if an employee with more than 18,720 service hours carries over 270 PTO hours and 30 Vacation Leave hours the employee shall only be eligible to accrue up to 20 Vacation Leave hours since the maximum allowed unused Vacation Leave is 320 hours. If such employee then uses some Vacation Leave or PTO, the employee shall be eligible to accrue additional



Vacation Leave, not to exceed established cap.

- (h) 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 full 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.

## OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is before the Board of Supervisors, neither IUOE, Local 12, nor County Fire Administration, nor their authorized representatives will appear before the Board of Supervisors individually or collectively to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

## ON CALL

Employees in regular positions who are released from active duty but are required by County Fire to leave notice where they can be reached and be available to return to active duty when required by County Fire, shall be assigned to on-call duty, an employee shall be free to use the time for his or her own purposes.

On-call duty requires that employees so assigned shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to respond to duty within an hour. The Fire Chief may establish time periods to respond of more than one hour.

Employees not assigned to on-call duty have no obligation to meet these requirements. Assignment of on-call duty and approval of compensation shall be made by the Fire Chief based upon the need of the service. On-call duty shall be compensated at the rate of three dollars and twenty-five cents (\$3.25) per hour. Said compensation is exclusive of any other compensation which may be provided in the Article "Call Back." On-Call time shall not count as hours worked.

## OVERTIME

- (a) Policy – It is the policy of County Fire to discourage overtime except when necessitated by abnormal or unanticipated work load situations. It is the responsibility of the Fire Chief or designee to arrange for the accomplishment of 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. Should an employee use sick leave in their forty (40) hour work week, it will be at the employee's discretion during that forty (40) hour work week whether to work approved overtime at regular pay, except in emergency situations.

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

- (2) Overtime Compensation – Any employee authorized by a County Fire manager or authorized representative to work overtime shall be compensated at premium rates i.e., one and one-half (1½) times the employee's regular rate of pay. In lieu of cash payment, an employee may accrue compensating time off at premium hours. Cash payment at the employee's regular rate of pay shall automatically be paid for any compensation time off accumulated in excess of one hundred (100) hours or for any such time which has not been taken within twenty-six (26) pay periods after performance thereof, or immediately prior to promotion, demotion or termination.

Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless the employee has chosen to accrue compensating time or computation cannot be made, in which case overtime compensation will be paid on the next regular

payday after such computation can be made.

- (3) Variable Work Schedule – The Fire Chief or designee, with the agreement of the affected employee, may arrange for that individual to take time off as is necessary.
- (4) Work Period – The work period for purposes of overtime, established for employees in this Unit commences at 12:01 a.m. Saturday and ends at 12:00 a.m. (midnight) the following Friday of each week. The pay period and work week may be adjusted in accordance with FLSA requirements.

## OVERTIME DISTRIBUTION

- (a) Supervisors shall endeavor to equally distribute overtime hours to all County Fire employees within a work location. Upon IUOE request, County Fire shall provide an updated list of overtime used by Unit personnel.
- (b) The employer shall establish a procedure that requests and utilizes volunteers to perform overtime work from among Unit personnel qualified and available within the appropriate work area.

## 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., November 21, 2020 and shall end at 12:00 a.m., (midnight) on the second Friday thereafter. Each subsequent fourteen (14) day period shall commence on the succeeding Saturday at 12:01 a.m. and shall end at midnight on the second Friday thereafter. The pay period and workweek may be adjusted in accordance with FLSA requirements to accommodate alternate schedules. 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. The County's Auditor-Controller/Treasurer/Tax Collector's Office, or County Fire's Human Resources Division, when applicable, shall provide documentation showing the calculations of the overpayment to the employee. Extensions to the period for repayment of the overage may be requested by the employee, subject to the approval of the County's Auditor-Controller/Treasurer/Tax Collector. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half times as long as the overpayment period. If the employee leaves employment prior to repayment of overage, the County's Auditor-Controller/Treasurer/Tax Collector's Office shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the County's Auditor-Controller/Treasurer-Tax Collector shall initiate the collections process against the employee.

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

In those situations where the employee has been underpaid by seven and one-half percent (7½%) or more of 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. County Fire's payroll section shall complete the request for on-demand pay and forward it and any necessary approval by the County's Human Resources Director or designee to the County's Auditor-Controller/Treasurer/Tax Collector within one working day of receipt of the employee's request. The County's Auditor-Controller/Treasurer/Tax Collector's Office shall pay the employee the amount due within two (2) working days of receipt of the request for on-demand pay from County Fire. 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.

## PHYSICAL FITNESS

The parties agree that physical and mental fitness of County Fire employees are reasonable requirements to perform the duties of the job and instill public confidence.

Recognizing these important factors the parties agree that during the term of this agreement County Fire may require medical and psychological assessments of employees provided County Fire 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, except as otherwise provided by law.

## POSTING OF VACANT POSITIONS

A vacancy shall be deemed to exist when a regular General Fire Support position is unoccupied as a result of retirement, transfer, termination, resignation, new position, promotion, demotion, or change in job status.

When the employer has authority to fill a General Fire Support vacant position and a certification list does not already exist for the classification, the following recruitment process shall apply:

- (a) The County's Director of Human Resources or designee will post the job announcement on the department Intranet and distribute via department e-mail to department employees. The job announcement may also be posted in places such as the lobby of the Fire Administrative office, department bulletin boards, department website, newspapers, trade organizations, internet recruiting sites, and worksites.
- (b) The job announcement will include a description of the position, the salary range and benefits associated to the position, the recruiting requirements, the examination process, the application filing date, and information on how to apply for the vacancy.
- (c) The job announcement will be posted for a minimum of seven (7) calendar days prior to the closing of the recruitment. The seven (7) day notice may be waived for extra-help positions only.
- (d) Notices for multiple vacancies may be grouped together in a single job posting.

## PROBATIONARY PERIOD

The probationary period for positions in this Unit shall be 1040 hours of satisfactory work performance. Any employee who is promoted in this Unit shall be required to serve a 1040 hour probationary period unless waived by the County's Director of Human Resources, in accordance with the Personnel Rules for the Board-Governed Special Districts.

The probationary period ends 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. In situations where the employee is on continuous paid sick leave for eighty (80) or more consecutive hours, or on modified duty for occupational or non-occupational reasons, the probationary period may be extended at the discretion of the Fire Chief, or designee. Such extension is in addition to the eighteen (18) pay period extension allowed by the Personnel Rules for the Board-Governed Special Districts.

## PROMOTIONS

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive at least the entrance rate of the new range or approximately a five percent (5%) increase (i.e., mathematically closest to 5%) whichever is greater; provided that no employee is thereby advanced above the top step of the higher base salary range. Promoted employees shall serve a 1040 hour probationary period unless waived by the County's Director of Human Resources pursuant to appropriate provisions of the Personnel Rules for Special Districts.

At the discretion of the Fire Chief and with the approval of the County's Director of Human Resources, an employee may be placed at any step within the higher base salary range. Promotions shall be effective only

at the beginning of a pay period unless an exception is approved by the County's Director of Human Resources.

## 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 enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended or superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby. If any part or provision of this Memorandum of Understanding is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding the total compensation to employees under this Memorandum of Understanding shall not be reduced or increased as a result of this Article. The parties hereto agree to refrain from initiating any legal action or taking individual or collective action that would invalidate Articles of this Memorandum of Understanding.

## REEMPLOYMENT

- (a) A regular employee who has separated from County Fire employment and who is subsequently rehired in the same classification in a regular position must begin the first day of work within one hundred and eighty (180) calendar days (i.e., beginning the first day of work by the one hundred eighty-first day), may receive restoration of salary step, vacation 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 approval and conditions established by the County's 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 County's Director of Human Resources or designee.

- (b) A regular employee who has separated from County Fire employment and who is subsequently rehired to a regular position in the same job family must begin the first day of work within one hundred and eighty (180) calendar days (i.e., beginning the first day of work by the one hundred eighty-first day), 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 by being provided a new hire date and be required to serve a new probationary period, unless such requirements are waived by the Fire Chief.
- (c) A regular employee who has separated from County Fire employment, and who is subsequently rehired in another job family within a ninety (90) calendar day period, must begin the first day of work within ninety (90) calendar days and beginning the first day of work by the ninety-first day, may receive restoration of salary step (in the instance of rehire in the same classification), vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with the Article "Leave Provisions"), and the Retirement Plan contribution rate (provided the employee complies with any requirements established by the Retirement Board), subject to the approval and conditions established by the Fire Chief. The employee shall suffer loss of seniority by being provided a new hire date and be required to serve a new probationary period, unless such requirements are waived by the Fire Chief.

## RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during January 2023 written request to commence negotiations, as well as its written proposals for such successor Memorandum of Understanding. Upon receipt of such written proposals, negotiations shall begin no later than thirty (30) calendar days after such receipt.

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

Beginning the second week of November 2020, IUOE Local 12 and the County each have the right to request to reopen to discuss economic issues. The parties shall meet and confer no later than fifteen (15) days from the date of the request.

## REST PERIODS

Employees shall be entitled to rest periods in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of County Fire, but in no instance shall rest periods be scheduled within one hour of the beginning or ending of a tour of duty or meal period, nor shall such time be accumulative, nor used to report to work late or leave early.

Rest periods shall be considered as time worked. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of such work.

Regularly Scheduled Tour of Duty	Number and Limit of Rest Periods
After 3 hours and through 6 hours	One – 15 Minute Rest Period
After 6 hours and through 8 hours	Two – 15 Minute Rest Periods
After 8 hours and through 10 hours	Two – 20 Minute Rest Periods
After 10 hours	One – 25 Minute Rest Period and One – 20 Minute Rest Period

## RETIREMENT MEDICAL TRUST FUND

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

The Trust is administered by a Board of Trustees who manages the resources of the Trust Fund and determines appropriate investment options and administrative fees for managing the Trust Fund. The Trustees insure that payments of qualified medical expenses incurred by retirees or their eligible dependents as defined by IRC Section 152 are properly reimbursed.

The Trust will establish individual accounts for each participant who will be credited with earnings/losses based upon the investment performance of the participant’s individual account. All of the contributions to the Trust Fund will be treated for tax purposes as employer, non-elective contributions resulting in tax-free contributions for County Fire.

All of the distributions from the Trust Fund made to participants or their eligible dependents for the reimbursement of qualified medical expenses as defined by the Internal Revenue Codes (including medical and other eligible insurance premiums) will also be non-taxable to the 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); those who receive a disability retirement; or those individuals who contributed to a public sector retirement system over a ten-year period and did not withdraw their contributions from the retirement system(s). Those eligible employees with ten (10) or more years of combined contributions to SBCERA and other eligible public sector retirement system(s) must complete a Prior Service Credit Request form and submit it to the Human Resources Employee Benefits and Services Division 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 as provided in Section 1 above will be required to contribute the cash value of their unused sick leave balances to the Trust, upon separation from County Fire service for reasons other than death, in accordance with the conversion formula table below:

Amount of Remaining Sick Leave Hours	Cash Formula Value
241 to 480 hours	35%
481 to 600 hours	40%
601 to 720 hours	45%
721 to 840 hours	50%
841 to 1,300 hours	65%

**Section 3 – County Fire Contributions**

County Fire shall contribute, on behalf of eligible employees, the following amounts to the Trust:

Years of Completed District Service	Percentage
10 but less than 15 years	1%
15 but less than 20 years	1.25%
20 or more years	1.5%

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 person shall be paid for all unused sick leave balances according to the sick leave conversion formula table of Section 2 of this Article.

**RETIREMENT SYSTEM CONTRIBUTIONS**

**Section 1 – Eligibility**

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

Exception: Employees first hired at age 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 employees shall contribute seven and one-half percent (7.5%) of the employee’s bi-weekly gross earnings. The employee’s contributions to the PST Deferred Compensation Retirement Plan shall be automatically deducted from the employee’s earnings. 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**

Employees shall pay all required retirement system contributions to the San Bernardino County Employees’ Retirement Association.

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

The District shall make member contributions under this Section on behalf of the employee, which shall be in lieu of the employee’s contributions, and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code.

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

### Section 3 – Special Provisions

Employees who have thirty (30) years of service credit shall not be paid in cash the 7% of earnable compensation. Employees with at least twenty-five (25) years of service as set forth in Government Code section 31625.3 as of July 2, 2011, and who either already had or thereafter attain thirty (30) years of service credit as set forth in Government Code section 31625.3 shall have one (1) opportunity during the employee's employment to receive cash payments of seven percent (7%) of earnable compensation for up to twenty-six (26) consecutive pay periods.

This Article shall only apply to employees who are members of the Retirement Association and are eligible for participation under the Medical and Dental Coverage Article. The provisions of this Article shall be applied each pay period.

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

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

## SALARY ADMINISTRATION

### 3.00% Lump Sum:

County Fire shall provide eligible employees a one-time lump sum payment of 3.00% of each employee's salary covering the period from July 18, 2020 – November 20, 2020, subject to the following:

#### (a) Eligibility

- (1) In order to be eligible for the lump sum payment:
- (2) An employee must be employed in a regular Unit position covered by this agreement on the date of Board approval of the MOU; and,
- (3) Be in paid status in a regular Unit position covered by this agreement in the pay period in which the lump sum payment is paid. Employees not in paid status in the pay period in which the payment is paid shall receive a prorated lump sum payment upon return to paid status, provided, however, that the employee returns to paid status during the term of the MOU.

An eligible employee employed in a regular Unit position covered by this agreement who is part-time or job-sharing shall be eligible for a prorated lump sum payment based on regularly scheduled hours.

An employee who has separated from County Fire employment for any reason or who is no longer in a regular Unit position covered by this agreement for any reason prior to the pay period in which the payment is paid out, or who is hired into a regular Unit position covered by this agreement after the date of Board approval of the successor MOU, shall not be eligible to receive the lump sum payment.

#### (b) Payment

County Fire agrees to pay eligible employees a lump sum of 3.00% of each employee's salary covering the period from July 18, 2020 – November 20, 2020, to be paid in one payment, subject to withholdings, provided, however, an eligible employee who is part-time or job-sharing shall be eligible for a prorated payment based on regularly scheduled hours.

It is anticipated that the lump sum shall be payable in the month of December 2020.

## SALARY RATES AND STEP ADVANCEMENTS

New employees shall be hired at Step 1 of the established base salary range, except as otherwise provided in this Article. Variable entrance steps may be established if justified by recruitment needs through top step with the approval of the Appointing Authority and the County's Human Resources Director, or designee. Within the base salary range, all step advancements will be made at the beginning of the pay period following the pay period in which the employee completes the required number of service hours. Approval for advancement

shall be based upon completion of required service hours in the classification, satisfactory work performance and Appointing Authority recommendation. An employee whose step advancement is denied shall not be eligible for reconsideration for step advancement except as provided in the Section, “Merit Advancements.”

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

Step advancements within a base salary range shall be based upon a one-step increment, approximately two and one-half percent (2.5%) for all employees.

Effective November 21, 2020, employees shall be eligible for step advancement after completion of increments of 1,040 hours, until the top step of the range is reached. Employees who, as of November 21, 2020, have at least 1,040 hours from their most recent step advancement shall be immediately eligible to advance to the next step, if applicable, on November 21, 2020. After receiving that step advancement, such employees shall be eligible for step advancement after completion of increments of 1,040 hours, until the top step of the range is reached.

Employees who, as of the pay period following Board approval of the MOU, have less than 1,040 hours from their most recent step advancement shall be eligible to receive their next step advancement, if applicable, upon completion of 1,040 hours from their most recent step advancement. For example, an employee who received his step advancement effective March 14, 2020, would be eligible to move to the next step on or about September 12, 2020, provided the employee had completed sufficient service hours. Thereafter, such employees shall be eligible for step advancement after completion of increments of 1,040 hours until the top step of the range is reached.

Example:

<b>Hire Step</b>	<b>1</b>	<b>9</b>
After 1,040 hours*	2	10
After additional 1,040 hours*	3	11
After additional 1,040 hours*	4	12
After additional 1,040 hours*	5	13
After additional 1,040 hours*	6	14
After additional 1,040 hours*	7	
After each additional 1,040 hours until the top step of the range is reached*	8	

\*Assumes satisfactory work performance and Appointing Authority recommendation.

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

### SALARY SAVINGS PLAN CONTRIBUTION

Employees who have completed one (1) year of continuous service in a regular County Fire position shall be eligible for the benefits of this Article. The bi-weekly contribution of employees who contribute to the Special Districts/County Fire’s Section 457 (b) Salary Savings Plan will be matched by a Special Districts/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 bi-weekly base salary. For example, an employee who contributes \$10.00 per pay period shall receive a Special Districts/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 bi-weekly base salary. Special Districts/County Fire contributions to the Plan shall not be considered earnable compensation



## 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) Medical and Dental coverage elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.
- (c) To be eligible for the Section 125 Premium Conversion Plan, an employee must be eligible to participate in medical, dental, vision, AD&D, and/or life insurance and have a premium deduction for these benefit plans.
- (d) Election of pre-tax salary reductions and after-tax payroll deductions shall be made within sixty (60) days of the initial eligibility period in a manner and on such forms designated by the County Human Resources Employee Benefits and Services Division. Failure to timely submit appropriate paperwork will result in after-tax payroll deductions for all eligible premiums for the remainder of the Plan Year.
- (e) Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Section 125 Plan Document. The employee must submit a 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.

## STANDARD TOUR OF DUTY

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 Fire Chief shall establish the actual number of hours that comprise the standard tour of duty for each position. The current standard tours of duty for Unit employees are the 9/80, 4/10 or 5/40. The Fire Chief 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 the service. When the Fire Chief finds it necessary to make such modifications or changes, he/she shall notify the affected employee(s) and IUOE, Local 12, indicating the proposed change prior to its implementation. Any such modifications or changes may not be implemented until the affected employee has received a minimum notice of fourteen (14) calendar days, unless the employee(s) specifically consents to a lesser time period, or in the event of an emergency (i.e., unforeseen circumstances that require immediate action for an extended duration event such as wild fire and earthquake). When such modification or change would affect the standard tour of duty of a significant number of employees, and when IUOE, Local 12, requests to meet and confer, the parties shall expeditiously meet and confer regarding the impact the modification or change would have on the employees. The phrase "significant number" shall mean (a) a majority of the employees in the Unit; (b) a majority of employees within a division work unit; or (c) a majority of employees within a specific classification in the Unit.

### **9/80 and 4/10 Work Schedules**

County Fire will extend the 9/80 and 4/10 work schedule to all Unit employees. All employees requesting to work a 9/80 or 4/10 work schedule will be required to complete and sign an alternate work schedule agreement form which lists the conditions related to the 9/80 and 4/10 work schedule. Completed copies of the forms will be provided to employees upon their request and will be placed in each employee's personnel file after the employee has signed and completed them.

The Fire Chief or designee shall have the sole authority to terminate or modify the 9/80 and 4/10 work schedule upon review and evaluation of its effectiveness in meeting the department's workload requirements

and cost effectiveness, or if an employee's work performance or attendance falls below standards.

## STANDBY

Employees in regular position, who are released from active duty but are required by County Fire to meet the following restrictions, shall be assigned to standby duty. Standby duty requires that employees so assigned shall: (1) be ready to respond immediately; (2) be reachable by telephone or other communicating devices; (3) be able to report to active duty within a specified period of time; and (4) refrain from activities which might impair their ability to perform assigned duties. Assignment of standby duty and approval of compensation shall be made by the Fire Chief based upon the need of the service. Standby duty shall be compensated at minimum wage as provided in the Fair Labor Standards Act for each full hour of standby duty. Said compensation is exclusive of any hours worked under provisions of the Article "Call Back." Standby hours under this Article shall count as hours for overtime purposes.

## STATE DISABILITY INSURANCE

County Fires agree to pay the premium for State Disability Insurance for each employee in a regular position.

## TEMPORARY PERFORMANCE OF HIGHER LEVEL DUTIES

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

- (a) Eligibility Criteria – Employees will normally have regular status and not be in a probationary or trainee status. There must be evidence of the employee's ability to competently perform the new assignment as determined by the County's Director of Human Resources, or designee, and the employee shall be required to meet standards for satisfactory performance. Appointments to regular positions of trainees or underfills are exempt from the provisions of this Article.
- (b) Assignment Criteria
  - (1) For purposes of this Article, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be:
    - (i) An unoccupied position due to attrition.
    - (ii) A position from which the incumbent is on extended leave of absence. An incumbent on vacation or holiday leave will not be considered to be on an extended leave of absence unless vacation or holiday leave are being used in lieu of sick leave, or as part of a special leave as defined in Section (7) of the Article on "Leave Provisions."
    - (iii) A new position authorized by the Board of Supervisors.
  - (2) The Fire Chief, or designee, shall certify in writing to the County's Director of Human Resources, at the time of appointment that the employee meets minimum qualifications and is assigned and held responsible to fully perform all of the duties normally associated with the higher level position without limitation as to difficulty or complexity of assignments or consequence of action and that the employee shall be required to meet standards for satisfactory performance normally required at the higher level position. This provision shall not be used to circumvent the merit system of promotion.
  - (3) It shall be the responsibility of the Fire Chief, or designee, to initiate a request for an Assignment to Vacant Higher Level Position and to provide a copy of such request to the employee. Written requests may also be made by the employee or IUOE, Local 12, via the Fire Chief, or designee. Requests for an Assignment to Vacant Higher Level Position should be initiated during the first thirty (30) calendar days of such assignment. Requests for retroactive payment of an Assignment to Vacant Higher Level Position must be filed with Human Resources as soon as possible, but not later than one (1) calendar year after assignment of the higher level duties and must be approved by the County's Director of

Human Resources or designee. Failure to meet this time limitation shall waive any and all rights to retroactive pay.

- (4) Compensation related to project assignments requires the temporary assignment of more difficult duties involving a greater level of skills. Such assignment may be made to allow for employee rotation, enhance upward mobility or to determine the impact of potential operational/organizational changes. The specific, temporary duties must be identified in writing.
- (c) Compensation – Compensation shall be awarded in pay period increments.

- (1) Assignment to Vacant Higher Level Positions. Employees are eligible for an Assignment to Vacant Higher Level Position after they have worked in excess of one-hundred and sixty (160) hours, unless specifically waived by the employee. Employees performing the duties of a vacant higher level position shall be entitled to a salary rate increase to the higher level for time actually worked. The amount of the increase shall be determined as if the assignment had been a promotion. The employee shall be eligible for step advances in the higher level position in accordance with the Salary Rates and Step Advancement and Merit Advancements Article.

The employee shall continue to receive benefits associated with his/her pre-assignment occupational Unit. Differentials and other compensation shall be paid only if applicable to the higher level position assignment. Overtime compensation shall be administered according to the FLSA status of the higher level position. Upon assignment to the higher level position, the employee's service hours for determining salary step in the pre-assignment position shall continue to accrue. Upon completion of assignment, the employee shall be returned to his/her former position classification.

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

- (2) Special Assignment Compensation – Requests for Special Assignment Compensation may be initiated by the Fire Chief or designee, or an employee via the Fire Chief, or designee. The requests for a salary rate increase should be initiated during the first thirty (30) calendar days of such assignment. Selected positions may be authorized for Special Assignment Compensation, rather than being permanently reclassified to a higher level, to allow for employee rotation to enhance upward mobility. It is important to obtain Human Resources Division review of the request in advance of the date the employee begins the assignment, because there is no guarantee the request will be approved.

Temporary Performance Compensation is to be effective only with the Fire Chief, or designee, and the County's Director of Human Resources, or designee, written approval, assignment of the greater level of duties, and signed acceptance by the employee.

The subsequent final and binding decision for application of Special Assignment Compensation as well as the amount to be awarded shall be determined in writing by the Fire Chief, or designee, and the County's Director of Human Resources, or designee, within thirty (30) days following submission.

Special Assignment Compensation will be in the form of a bonus equivalent to a specified percentage of the employee's base pay. The Fire Chief, or designee, will determine the amount in increments of one-half percent ( $\frac{1}{2}\%$ ) from a minimum of two and one-half percent ( $2\frac{1}{2}\%$ ) up to a maximum of seven and one-half percent ( $7\frac{1}{2}\%$ ). It is the responsibility of the requesting division 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. Compensation is to be effective only with the written

approval and assignment of the greater level of duties, with a signed acceptance by the employee. In no case will awards be made retroactively to the date preceding the date of approval by the Fire Chief, or designee.

The Fire Chief, or designee, and the employee bear mutual responsibility for adherence to the Special Assignment Compensation provision as defined above. The Fire Chief, or designee, has the final and binding authority in the review process to apply or not apply Special Assignment Compensation and if awarded, the amount. Requests for Temporary Performance Compensation shall be reviewed by the County’s Director of Human Resources, or designee.

Denial of compensation shall not be subject to review, appeal, or the grievance procedure. At the end of the one (1) calendar year assignment, special compensation leave may be renewed by the Fire Chief, or designee.

**TERM**

The term of this Memorandum of Understanding shall commence upon approval by the Board of Supervisors, and this Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of June 30, 2023. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. (midnight) of June 30, 2023, the terms and conditions required by law shall continue in effect until a successor Memorandum of Understanding is approved by the Board of Supervisors or the dispute resolution procedure has been exhausted, whichever occurs sooner.

**TOOL ALLOWANCE**

(a) Allowance

County Fire agrees to make the following payment to employees in the classifications listed below to serve as a tool allowance to compensate for any costs associated with tool purchase and replacement:

<b>Classification</b>	<b>Allowance</b>
Mechanic	\$600
Lead Mechanic	\$600

(b) Administration

The annual tool allowance shall be paid in a lump sum to employees in regular positions who are in paid status in the pay period that includes January 1 of each year. An eligible employee in a regular position who is part-time or job-sharing shall be eligible for a prorated lump-sum payment based on regularly scheduled hours. Those employees appointed after January 1, shall receive a prorated tool allowance payment at the time of their appointment. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their appointment. Granting of this tool allowance shall not affect any other provisions made by the department for tool replacement, repair, or purchase.

Employees not in paid status (i.e., not coding paid hours) in the pay period that includes January 1 shall receive a prorated tool allowance payment upon return to paid status. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their return to paid status. However, an employee who is not in paid status during the entire calendar year (i.e., not in paid status from January 1 through December 31) shall not receive the annual tool allowance for the calendar year(s) during which he/she was not in paid status. For example, if an employee is not in paid status from January of 2014 through September 2015, and then returns to paid status in October 2015, the employee shall receive a prorated tool allowance payment for the 2015 calendar year upon their return to paid status but shall not receive the calendar year 2014 allowance because the employee was not in paid status for the entire 2014 calendar year.

Any employee separating from County Fire employment at the conclusion of a leave of absence shall not receive the tool allowance.

## TUITION REIMBURSEMENT AND TRAINING

### Section 1

County Fire agrees to establish a departmental fund in the amount of three thousand five hundred dollars (\$3,500) each fiscal year for use by employees in regular positions in the General Fire Support Unit for costs incurred for job-related education, training, certification, and professional membership (e.g., California Fire Mechanics Association). Each employee shall be limited to five hundred dollars (\$500) per fiscal year.

Requests for reimbursement must be approved in advance by the Fire Chief, or designee, and shall not be paid in increments less than ten dollars (\$10.00) per fiscal year. Employee initiated job-related education and training shall not be considered as time actually worked for purposes of computing overtime and normally shall not occur during regular work hours except with prior approval of the Fire Chief, or designee.

In the event that claims against the Tuition Fund do not exceed the annual allowance and all claims have been satisfied for employees, any remaining Tuition Fund money will be divided equally among those employees whose previously submitted claims exceeded the cap of five hundred dollars (\$500.00). Each Unit member will receive no more than five hundred dollars (\$500.00) in addition to the five hundred dollar (\$500.00) cap, for up to a combined total of one-thousand dollars (\$1,000.00).

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

Benefits under the Tuition Reimbursement and Training article shall be pro-rated for job share and part-time employees.

### Section 2

County Fire agrees to reimburse employees for the cost of the annual Class A license renewal fee and mandated annual physical.

## UNION LEAVE

- (a) Purpose: The District shall establish a Union Leave bank of 24 hours per calendar year (no carry-over) that may be used by designated members for the purpose of attending periodic union-sponsored training, seminars and conferences. Union Leave shall not be granted for members to engage in political and organizing activities, or bargaining preparation. It is expressly agreed and understood that the District shall not be obligated or responsible for any of the expenses or costs of member attendance at such training, seminars or conferences.
- (b) Release Time: Members who wish to utilize Union Leave shall notify their immediate supervisor as far in advance as possible prior to the date they wish to use such leave. The release time for Union leave shall not be counted as hours worked for purposed of calculating overtime, and the work schedules of members who use Union Leave shall not be adjusted to provide paid release time that would otherwise be off duty time. The use of Union Leave shall not unduly interfere with operations of the District nor shall the District unreasonably deny any request for use of Union Leave.

## USE OF BULLETIN BOARDS

The County Fire will furnish a reasonable portion of existing bulletin board space for notices of IUOE, Local 12. Only areas designated by the appointing authority may be used for posting of notices. Bulletin boards shall only be used for the following notices:

- (a) Scheduled IUOE, Local 12 meetings, agenda and minutes.
- (b) Information on IUOE, Local 12 elections and the results.
- (c) Information regarding IUOE, Local 12 social, recreational, and related news bulletins.
- (d) Reports of official business of IUOE, Local 12, including reports of committees or the Board of Directors.

Posted notices shall not be obscene, defamatory, or of a political nature, nor shall they pertain to public issues which do not involve the County Fire or its relations with County Fire employees. All notices to be posted must be dated and signed by an authorized representative of IUOE, Local 12, with a copy to be submitted, delivered or faxed to the Division Manager, Human Resources, prior to posting or distribution through the County Fire's mail room.

County Fire equipment, materials, or supplies shall not be used for the preparation, reproduction, or distribution of notices, nor shall such notices be prepared by County Fire employees during their regular work time. The IUOE, Local 12, may utilize the County Fire's interdepartmental mail system provided the IUOE, Local 12, picks up and delivers necessary bulletins to the mail room, delivery to be concurrent with regular routes with no special trips made by the County Fire, and the IUOE, Local 12, holds the County Fire harmless against any loss or delays in delivery.

## VISION CARE INSURANCE

County Fire agrees to pay the premium for vision care insurance for Unit employees and their dependents, as offered through the County and as required pursuant to applicable law (e.g., FMLA). If an employee is no longer eligible for County-paid vision care insurance, the employee will have the option of enrolling in COBRA continuation coverage.

## VOLUNTARY TIME OFF

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

- (a) VTO may be taken in the same manner as vacation time except that the increment is one (1) hour and is limited to eighty (80) hours per calendar year.
- (b) When VTO is taken, leave accruals continue as if the employee were on paid time. Vacation maximum accrual limits will be extended by the amount of VTO taken provided that the employee takes the vacation time off during the first thirteen (13) pay periods of the following calendar year. VTO time counts toward satisfying the minimum hour requirement to receive benefits, such as Medical Premium Subsidy, Opt-out/Waive amount, County Fire-paid life insurance, and County Fire-paid vision care.
- (c) VTO does not count as hours worked for purposes of computing overtime. County Fire contributions to the retirement system under the Retirement System Contributions Article will only be paid if the employee is in a paid status in any pay period in which VTO is used and the employee receives enough earnings to pay his/her retirement contribution in that pay period.

Pursuant to applicable law, Tier 1 system members are eligible for full service credit for the pay period in which VTO is used and the employer contribution would be based on the employees' normal compensation earnable.

Pursuant to applicable law, Tier 2 members are eligible for a reduced service credit amount for the pay period in which VTO was used and the employer contribution would be based on the employees' actual earnings for that pay period.

- (d) VTO may not be used for situations that would otherwise require leave without pay, or in conjunction with leave without pay. VTO may be used only by an employee who is otherwise on paid status.
- (e) VTO is an entirely voluntary program. No employee may be required to take VTO.
- (f) VTO may be taken by request of the employee and upon approval of the appointing authority.

## WORK DISRUPTION

The parties agree that no work disruptions shall be caused or sanctioned by IUOE, Local 12, during the term of this agreement. Work disruptions include, but are not limited to: sit-down, stay-in, speed-up, or slowdown in any operation of County Fire, or any curtailment of work, disruption, or interference with the operations of County Fire. The parties shall endeavor to discourage any such work disruptions and make positive efforts to return employees to their jobs. The parties acknowledge that participation of any employee in a concerned work action against County Fire is grounds for disciplinary action, including termination. The parties agree that no lockout of employees shall be instituted by County Fire during the term of this Agreement, unless such work disruptions occur.

APPENDIX A – APPROVAL BY BOARD OF SUPERVISORS

GENERAL FIRE SUPPORT UNIT

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

This agreement is subject to approval by the Board of Supervisors sitting as the governing body of the San Bernardino County Fire Protection District. 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 resolution, if applicable, or other appropriate lawful action.

DATED:

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

*Bob Windle*  
BOB WINDLE  
County Labor Relations Chief

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 12

*Ronald J. Sikorski*      *Larry Davison*      *David Garbarino*  
RONALD J. SIKORSKI      LARRY DAVISON      DAVID GARBARINO  
Business Manager      President      Vice President

*Shawn Kinsey*      *David Sikorski*  
SHAWN KINSEY      DAVID SIKORSKI  
Rec. Corres. Secretary      Financial Secretary

*Carl L. Mendenhall*      \_\_\_\_\_  
CARL L. MENDENHALL      BUSINESS REPRESENTATIVE  
Treasurer

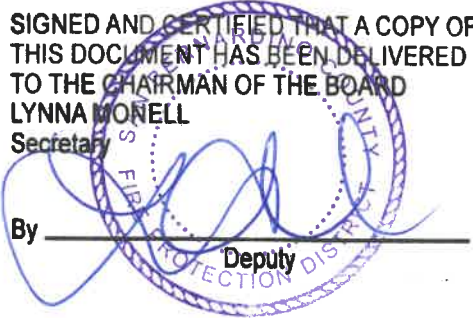
RECOMMENDED FOR BOARD OF SUPERVISORS APPROVAL:

*Leonard X. Hernandez*  
LEONARD X. HERNANDEZ  
Chief Executive Officer

BOARD OF SUPERVISORS

*Curt Hagman*  
CURT HAGMAN  
Chairman

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



By \_\_\_\_\_ Deputy

NOV 17 2020

DATE: \_\_\_\_\_



APPENDIX B – CLASSIFICATION LISTING

<b>GENERAL FIRE SUPPORT</b>	
<b>CLASSIFICATION</b>	<b>SALARY RANGE</b>
Equipment Parts Chaser	AA4
Facilities Attendant	AK7
Fire Equipment Specialist	G19
Fire Equipment Technician I	AA4
Fire Equipment Technician II	AU6
Lead Fire Mechanic	AX5
Maintenance Specialist	AV6
Fire Agency Mechanic	AX4
SCBA Technician	G18
Vehicle Parts Specialist	AV8





## APPENDIX D – WORK ASSIGNMENTS

The County recognizes that Fire Mechanics are expected to have and maintain State Fire Mechanic certification in order to perform mechanical work on fire equipment and that such mechanical work is exclusive to the employees in the Fire Mechanic I, II, and Lead Fire Mechanic classifications in the Fire General Support bargaining unit and shall not be performed by employees in other classifications.