

Memorandum of Understanding

Between

San Bernardino County

Fire Protection District

And

San Bernardino County

Professional Firefighters IAFF

Local 935



Ambulance Operators Unit

2018 – 2020

Contents

RECOGNITION	1
ACCESS TO PERSONNEL RECORDS	1
ACCIDENTAL DEATH AND DISMEMBERMENT.....	1
BILINGUAL COMPENSATION.....	2
COUNTY FIRE MANAGEMENT RIGHTS	2
DEFERRED COMPENSATION.....	3
DEFINITIONS.....	4
DEMOTIONS.....	5
DEPENDENT CARE ASSISTANCE PLAN (DCAP).....	5
DIFFERENTIALS.....	6
Section 1 - Longevity Differential	6
Section 2 - Field Training Officer	6
Section 3 - Special Circumstances Pay	6
DIRECT DEPOSIT (ELECTRONIC FUND TRANSFERS)	7
DISASTER SERVICE WORKERS	7
DOWNGRADINGS.....	7
DUAL APPOINTMENTS.....	7
EXPENSE REIMBURSEMENT	8
Section 1 - General Provisions	8
Section 2 - Responsibilities	8
Section 3 - Travel Authorization	8
Section 4 - Authorization for Attendance at Meetings	9
Section 5 - Records and Reimbursements	9
Section 6 - Transportation Modes	10
Section 7 - Meals and Lodging	11
Section 8 - Expense Advances	11
Section 9 - Credit/Debit Cards	12
FLEXIBLE SPENDING ACCOUNT.....	12
GRIEVANCE PROCEDURE.....	13
Section 1 - Purpose	13
Section 2 - Definition of a Grievance	13
Section 3 - Jurisdiction	13
Section 4 - Exclusions	13
Section 5 - Representation	14
Section 6 - Consolidation of Grievances	14
Section 7 - Time Limitations and Notification	14
Section 8 - Steps in the Grievance Procedure	14

IDENTIFICATION CARDS.....	18
IMPLEMENTATION.....	19
LEAVE PROVISIONS	19
Section 1 - Sick Leave	19
Section 2 - Annual Leave	23
Section 4 - Leave Accruals While on Disability Leave	25
Section 5 - Compulsory Leave	25
Section 6 - Military Leave	26
Section 7 - Political Leave	28
Section 8 - Special Leaves of Absence Without Pay	28
Section 9 - Jury Duty Leave	30
Section 10 - Examination Time	31
Section 11 - Witness Leave	31
Section 12 - Blood Donations	32
Section 13 - Time Off for Voting	32
LIFE INSURANCE.....	32
MEDICAL EMERGENCY LEAVE.....	33
MEDICAL AND DENTAL COVERAGE.....	35
Section 1 - Medical and Dental Plan Coverage	35
Section 2 - Opt-Out and Waive	36
Section 3 - Medical and Dental Premium Subsidies	37
Section 4 - Needles Medical Premium Subsidy	39
Section 5 - Eligibility for MPS and DPS While on Leave	39
MERIT ADVANCES	40
Section 1 - General	40
Section 2 - Denied Steps	41
Section 3 - Disputes	41
NON-DISCRIMINATION	41
OVERTIME	41
PAY PERIOD.....	42
PAYROLL ADJUSTMENTS.....	42
PHYSICAL / MENTAL FITNESS.....	43
PROBATIONARY PERIOD AND TRAINEE APPOINTMENTS	43
PROMOTIONS.....	44
PROVISIONS OF LAW.....	44
RANGE RESTRUCTURE.....	45
RECRUITMENT AND REFERRAL BONUS PROGRAMS.....	46
RELOCATION	48

REEMPLOYMENT	48
RENEGOTIATION	49
RETIREMENT MEDICAL TRUST	49
Section 1 - Sick Leave Conversion Eligibility	49
Section 2 - Sick Leave Conversion Formula	49
Section 3 - County Fire Contributions	50
Section 4 - Death	50
RETIREMENT SYSTEM CONTRIBUTIONS.....	50
Section 1 - Eligibility	50
Section 2 - Employee Contributions	51
Section 3 -Survivor Benefits for General Retirement Members Administered by San Bernardino County Employees Retirement Association (SBCERA) 51	51
SALARY RATES AND STEP ADVANCEMENTS.....	51
SECTION 125 PREMIUM CONVERSION PLAN.....	53
STANDARD TOUR OF DUTY	53
STATE DISABILITY INSURANCE	54
TEMPORARY PERFORMANCE OF HIGHER LEVEL DUTIES	54
TERM	56
TIME AND LABOR REPORTS.....	56
TUITION REIMBURSEMENT.....	57
UNION DUES	57
USE OF COUNTY FIRE RESOURCES	58
VISION CARE INSURANCE.....	59
VOLUNTARY TIME OFF	59
WORK DISRUPTIONS	60
APPENDIX A – Approval by Board of Directors	61
APPENDIX B – Salary Classifications.....	62
APPENDIX C – Salary Schedule.....	63

Ambulance Operators – Memorandum of Understanding

2018 - 2020

RECOGNITION

Pursuant to the provisions of local ordinance and applicable State law, the San Bernardino County Firefighters, IAFF, Local 935 (hereinafter Union), is hereby acknowledged as the exclusive recognized employee organization for San Bernardino County Fire Protection District, collectively or individually referred to as the District, employees in the classifications of Ambulance Operator – Paramedic (12 Hour Shift), Ambulance Operator – EMT (12 Hour Shift), Ambulance Operator – Paramedic (24 Hour Shift), and Ambulance Operator – EMT (24 Hour Shift), as well as employees in such classes as may be added to this listing hereafter by the District.

ACCESS TO PERSONNEL RECORDS

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

Letters of reference and other matters exempted by law shall be excluded from the right of inspection by the employee.

Negative information may be purged from the personnel records, subject to legal constraints, at the sole discretion of the County's Human Resources Director or upon the request of the employee or the Appointing Authority and upon approval of the County's Human Resources Director and the employee shall be so notified.

Employees desiring to review such records shall make such requests in writing at least twenty-four (24) hours in advance to their County Fire supervisor/manager or Human Resources Department as appropriate.

ACCIDENTAL DEATH AND DISMEMBERMENT

Any employee may purchase amounts of Accidental Death and Dismemberment 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	\$3125
\$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 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.

New employees shall become eligible to participate in these programs on the start of the pay period following the first pay period in which the employee is paid for one-half plus one of his/her scheduled hours. Participation will continue as long as premiums are paid timely. If the employee does not have sufficient earnings to cover the deduction for premiums, the employee must make alternative payment arrangements that are acceptable to the Employee Benefits and Services Division.

BILINGUAL COMPENSATION

Employees in positions designated by the Appointing Authority, or designee, which requires employees as a condition of employment to perform bilingual translations involving the use of English and a second language (including American Sign Language) 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 Human Resources to be eligible for compensation. There are two (2) levels of competency certification solely determined and administered by Human Resources: Level 1 - verbal skill level: the use of English and a second language in verbal contexts which may require interpretation of simple documents in the second language; Level 2 - written skill level: reading, writing and speaking English and a second language. Compensation per pay period shall be as follows: verbal skill level, fifty dollars (\$50.00) per pay period; written skill level at fifty-five dollars (\$55.00) per pay period.

COUNTY FIRE MANAGEMENT RIGHTS

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

- (a) The right to determine the mission and organizational structure of each of its agencies, departments, institutions, boards, and commissions.
- (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; to recognize operations, modify or discontinue programs and services; or, to contract for work to be done; provided, however, that the parties shall meet and discuss the impacts of any contract proposed to be awarded which would contract for services currently being provided by Unit employees.
- (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 require overtime and determine the necessity for overtime; to transfer, reassign, 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.

This Article neither establishes nor grants any rights or benefits to Local 935 or employees covered by this Agreement and County Fire shall be free to exercise its rights under this provision without challenge from Local 935 or employees except where it can be demonstrated that such exercise is contrary to a specific limitation placed upon County Fire in another Article of this Agreement.

DEFERRED COMPENSATION

Employees who have completed one (1) year of continuous service in a regular position shall be eligible for the benefits of this article. The biweekly contribution of employees who contribute to the County Fire's Section 457 (b) Deferred Compensation Plan will be matched by a County Fire contribution on the basis of one-half times ($\frac{1}{2}x$) the employee's contribution up to one-half percent ($\frac{1}{2}\%$) of the employee's biweekly base salary. For example, an employee who contributes \$10.00 per pay period shall receive a County Fire contribution of \$5.00 per pay period, provided that the \$5.00 does not exceed one-half percent ($\frac{1}{2}\%$) of the employee's biweekly base salary. County Fire contributions to the Plan shall not be considered earnable compensation.

DEFINITIONS

The following definitions apply to the terms used in throughout this Plan unless another definition is specified.

- (a) **Appointing Authority** – Refers to the department head of the employee’s department. It also includes any person who is designated as acting department head, employees acting for the department head during the absence of the department head, and/or employees delegated all authority to act on behalf of the appointing authority on a regular basis.
- (b) **Base Rate of Pay or Base Hourly Rate** – The employee’s base hourly wage, excluding differentials and other pay above the base hourly wage (See Appendix B).
- (c) **Biweekly Base Salary** – Employee’s base hourly rate, excluding any differentials or other pay above the base hourly rate, multiplied by the base hours paid (e.g., REG, SCK, ANN, etc.) each pay period. Base hours paid does not include time without pay or disability payments such as State Disability Insurance or workers’ compensation.
- (d) **Calendar Year** – Refers to pay period 1 through 26, or 27 when applicable, of the same year.
- (e) **Date of Hire or Hire Date** – Refers to the effective date of the most recent date of hire in a regular position.
- (f) **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 the absence of the Director of Human Resources, and/or employees delegated authority approval on a regular basis by the Director of Human Resources.
- (g) **Fiscal Year** – Refers to pay period 15 of one year through pay period 14 of the following year.
- (h) **Paid Hours** – Shall mean hours actually worked or the use of accrued leave time such as Annual Leave, Sick Leave, or compensatory time. It does not include unpaid hours or disability payments such as State Disability Insurance or workers compensation.
- (i) **Paid Status** – Refers to any pay period in which an employee codes paid hours.
- (j) **Regular Position** – Refers to a position authorized by the Board of Supervisors that may be budgeted at either a 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.
- (k) **Regular Status** - Refers to the completion of a required probationary period in a regular classified position in the employee’s current or prior position, as applicable.
- (l) **Service Hours** – Refers to paid hours from an employee’s most recent date of hire in a regular position and during an employee’s regular tour of duty, up to eighty (80) hours per pay period, unless otherwise provided in the MOU. Time without pay, disability payments, Medical Emergency Leave and overtime hours do not count as service hours, unless otherwise provided in the MOU.

- (m) County Fire Service or 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.

DEMOTIONS

A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower. An employee demoted for disciplinary reasons shall be placed on the step within the base salary range of the class to which the employee is 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 the top step of the salary range of the demoted class, except that such an employee may be placed on an "X" step in accordance with the provisions of the Downgrading Section of the Classification Article, with the approval of the Appointing Authority and the County's Human Resources Director.

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 the next step advance due date.

DEPENDENT CARE ASSISTANCE PLAN (DCAP)

The purpose of Section 125 Dependent Care Assistance Plan (DCAP) is to permit eligible employees to make an election to pay qualifying 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.

The DCAP will be administered by the Employee Benefits & Services Division consistent with said IRC Section 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 year and is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status Event. Failure to submit participation agreement within the time frame shall result in an election to not participate in the Plan.
- (c) An employee must elect to contribute to DCAP through salary reduction on forms approved by the County's Human Resources Employee Benefits & 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. Any forfeited amounts shall be used to help defray the Plan's administrative expenses.

DIFFERENTIALS

Section 1 – Longevity Differential

Employees shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous service with the District. Longevity pay shall be excluded when determining the appropriate rate of pay for a promotion or demotion.

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

For purposes of longevity pay only, a year of completed District service is defined as 2,080 service hours with the District.

Section 2 – Field Training Officer

Effective February 2, 2019, employees who are assigned to perform the full duties of a Field Training Officer (FTO) shall receive a pay differential of two and one-half percent (2.5%) above the employee's base rate of pay per pay period. This differential shall only be paid while the employee is serving as an FTO. Leave types (e.g., sick leave, annual leave, etc.), coded for the period the employee would have been assigned to perform Field Training Officer duties, shall not be considered hours worked for the purpose of this section.

Section 3 – Special Circumstances Pay

An employee in a regular position who is assigned to work in the community of Baker shall receive a pay differential of five percent (5%) of the employee's base hourly rate, up to the employee's standard hours per pay period. Employees assigned to work in Baker who are subsequently reassigned to a different work location shall no longer be eligible for the pay differential. The Fire Chief shall designate the communities eligible for Special Circumstances Pay. Employees eligible for the pay provided in this Article who are not in paid status (i.e., not coding paid hours) during a pay period shall not receive the Special Circumstances pay for that pay period.

DIRECT DEPOSIT (ELECTRONIC FUND TRANSFERS)

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 arrangement by the end of the 4th pay period after their date of hire shall be subject to disciplinary action. Employees who fail to make arrangements for direct deposit shall receive paychecks and/or reimbursements via pay card. In cases where an employee is unable to make such arrangements for electronic fund transfer, the County's Human Resources Director may allow an exception to this article. Any exceptions granted may be reviewed periodically for continuation, subject to the approval of the County's Human Resources Director.

DISASTER SERVICE WORKERS

All employees covered by this Agreement are public employees, and, as such, are to serve as disaster service workers subject to such service activities as may be assigned to them by their superiors or by law, pursuant to Government Code Section 3100.

DOWNGRADINGS

A downgrading is the reclassification of a position from one classification to another classification having a lower base salary range. When a position is downgraded, the incumbent employee may continue at the same salary rate payment where the salary rate is within the new base salary range. Where an incumbent receives a salary rate payment greater than the maximum of the new base salary range, the County's Human Resources Director may authorize continuation of the same salary rate payment to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on an "X" step, provided that the employee shall receive no future salary rate increases until the salary range maximum of the new classification exceeds the "X" step.

DUAL APPOINTMENTS

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by the County's Human Resources Director 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 dual appointee shall enjoy all of the benefits of regular employees except regular status, unless the most recently appointed dual appointee has regular status in the same classification. The most recently hired dual appointee shall be notified in writing by the Appointing Authority or designee, and such notification will clearly define the benefits to which that employee is entitled. Upon return of the initial appointee or completion of the training period or emergency, the following procedure shall apply. If the most recently appointed dual appointee has regular status in the same classification, he/she shall be placed in a vacant position in the same classification in the department.

If no position is available, the employee shall be laid off in accordance with the Personnel Rules of the Board-Governed Districts provided, however, that the initial appointee shall be excluded from the order of layoff. If the most recently appointed dual appointee does not have regular status in the classification, he/she may be appointed to a vacant position in the same classification in the department, however, he/she shall be required to serve a probationary period unless waived by the Appointing Authority. If the most recently appointed dual appointee held prior regular status in a lower classification in County Fire immediately preceding the dual appointment, he/she shall have the right to return to the former classification. If he/she has not held prior regular status in a lower level classification, he/she shall be terminated.

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 Appointing Authority. Reimbursement for expenses for travel and subsistence will be as 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 each Appointing Authority for County Fire 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 appropriate Appointing Authority or designee to incur a business expense or to exceed maximum allowable amounts provided in Section 7 of this Article. Prior approval may be in the form of standing orders issued by the Appointing Authority for County Fire. Failure to obtain prior approval may result in denial of any expense claim (or excess amount) not pre-approved.

Section 3 - Travel Authorization

- (a) All foreseeable travel requests must be submitted to the Fiscal Division four (4) weeks prior to travel. Out of state travel requests must be submitted five (5) weeks prior to travel.
- (b) Travel outside the State of California must be approved by the Chief Executive Officer or designee except when the trip outside California is within twenty (20) miles of the California border or travel through a location anywhere in the adjacent state as a means of arriving at a location within California. Requests for such travel shall be submitted to the County Administrative Office on a standard "Travel Request" form, unless specifically approved in the department's budget.

- (c) The Appointing Authority for County Fire 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 Appointing Authority for County Fire 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) Appointing authorities for County Fire 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 Department's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to County Fire.

Section 5 - Records and Reimbursements

- (a) Requests for expense reimbursement should be submitted once each month, except if the amount claimable for any month does not exceed twenty-five dollars (\$25.00), the submission may be deferred until the amount exceeds twenty-five dollars (\$25.00) quarterly or until June 30 during the current fiscal year, whichever occurs first. At the end of the fiscal year, expense reimbursement claims for July 1 and beyond must be on a separate claim from those expenses claimed for June 30 or earlier.
- (b) Unless otherwise provided in this Section, original 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 Section.
 - (2) Private mileage.
 - (3) Taxi, streetcar, bus and ferryboat fares; bridge and road tolls; and parking fees.
 - (4) Telephone, fax, and other communication related charges.
 - (5) Other authorized expenses of less than one dollar (\$1.00).
- (c) Claims for expense reimbursement totaling less than one dollar (\$1.00) in any fiscal year shall not be paid.
- (d) Reimbursement shall not be made for any personal expenses such as, but not limited to: entertainment, barbering, etc.
- (e) Except as otherwise provided in this Section, expense reimbursements shall be made on an actual cost basis.

- (f) If the original receipt is unavailable, the employee may submit a photocopy and a signed statement as to the location of the original receipt or an explanation as to its absence.
- (g) Expense reimbursement shall be made via electronic fund transfer into the financial institution of the employee's choice or by pay card. Employees who fail to make arrangements for direct deposit shall receive reimbursements via pay card.

Section 6 - Transportation Modes

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

(b) Travel via Private Automobile

(1) Reimbursement for the use of privately owned automobiles to conduct County Fire business shall be at the IRS allowable rate when 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 the difference between the distance from the residence to the assigned work location and the distance from the residence to the first work contact point. If the first work contact point is closer than the assigned work location, no mileage shall be allowed. If the employee departs from the last work contact point directly to the residence, the same principle governs.

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

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

(c) Travel via Rental Vehicles

Reimbursement will be provided for the cost of a rental vehicle for business purposes if 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 air

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

Section 7 - Meals and Lodging

(a) Meals and lodging expenses shall not be allowed without prior approval of the Appointing Authority or designee as necessary for the purpose of conducting County Fire business. Excess charges greater than the amounts listed below in paragraphs (b) and (c) may be authorized under special conditions, such as a convention requirement or in an area of unusually high cost (such as San Francisco Bay area, Sacramento, Los Angeles and San Diego). Original receipts are mandatory to obtain reimbursement for all lodging expenses, and except as provide below for all meal expenses claimed.

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

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

(1) Option 1: with receipts, an employee may be reimbursed for meal expenses up to fifty dollars (\$50.00) per day, including tax and gratuity for three (3) meals, or when separate meals are claimed, eleven dollars (\$11.00) for breakfast; fifteen dollars (\$15.00) for lunch and twenty-four dollars (\$24.00) for dinner, all including tax and gratuity.

(2) Option 2: without receipts, an employee may be reimbursed for meal expenses up to thirty-four dollars (\$34.00) per day, including tax and gratuity for three meals, or when separate meals are claimed, six dollars (\$6.00) for breakfast, nine dollars (\$9.00) for lunch and nineteen dollars (\$19.00) for dinner, all including tax and gratuity.

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

(d) Meal allowances for a business meeting/conference including meals are the actual cost.

(e) 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.

Advancements shall not exceed the maximum per diem amounts set forth herein. The minimum amount to be advanced is twenty-five dollars (\$25.00). Upon return from travel, the employee must submit an expense reimbursement form and all receipts documenting expenses incurred. If the employee does not submit this accounting within fifteen (15) calendar days of return from travel, or prior to termination of County Fire employment, the Auditor-Controller/Treasurer/Tax Collector's Office may recover the amount advanced from the employee's pay.

Section 9 - Credit/Debit Cards

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

FLEXIBLE SPENDING ACCOUNT

The purpose of this Section 125 Flexible Spending Account (FSA) Plan is to permit eligible employees to make an election to pay for qualifying medical care expenses, as determined by Section 213 of the Internal Revenue Code of 1986 (IRC), on a pre-tax basis by salary reduction in accordance with Sections 125 and 105(b) of the IRC and regulations issued pursuant thereto.

The 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.

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

- (a) To be eligible for this benefit, an employee must be in a regular position.
- (b) Enrollment in the Plan is required every Plan Year and 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 except to the extent permitted under Internal Revenue Service rulings and regulations and the County's Medical Expense Reimbursement Plan Document.

- (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. Any forfeited amounts shall be used to help defray the Plan's administrative expenses.

GRIEVANCE PROCEDURE

Section 1 – Purpose

County Fire and Local 935 fully realize 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 effect changes in the terms of this Agreement or those matters not covered by this Agreement. The Board of Supervisors, sitting as the governing body for the San Bernardino County Fire Protection District, and Local 935 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 Local 935 that there has been a violation concerning the interpretation or application of a specific Article(s) of this Agreement. Group grievances are defined as, and limited to, those grievances that allege more than one (1) employee suffered harm under similar facts and circumstances within the grievance filing period. A group grievance does not need to identify, by name, the specific individuals alleged to have suffered harm provided the affected employees (i.e., grievant(s)) are readily ascertainable (e.g., all Ambulance Operator EMTs assigned to the Wrightwood Station). However, where only some employees in a larger group of employees are alleged to have suffered harm or where back pay or monetary relief is sought, Local 935 shall be required to name all of the grievant(s) to enable County Fire to determine and evaluate the scope and potential liability and also attempt settlement.

Section 3 – Jurisdiction

The Human Resources Director 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 "County Fire Management Rights" Article; the Non-Discrimination Article; the project compensation provisions of the "Temporary Performance of Higher Level Duties" Article; federal or state statutes, rules or regulations; Special District Personnel Rules; or which are preempted by County Charter, or are excluded by an express provision of this Agreement.

There shall be no double or multiple requests or appeals for the same case/same set of circumstances where one adjudicatory body has rendered a decision on the same. Decision is to be interpreted as excluding a situation where an adjudicatory body has determined it has no jurisdiction in the matter.

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) may represent themselves, or may be represented by a Local 935 Representative. This representation may commence at any step in the Grievance Procedure. A representative of 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 the handling of real and prospective grievances.

Section 6 – Consolidation of Grievances

In order to avoid the necessity or processing of 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 and withdrawn. 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 beyond Step 2, Human Resources, if the parties jointly so agree. A copy of such agreements bearing the signature of the parties shall be filed with the Human Resources Director or designee.

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

Section 8 – Steps in the Grievance Procedure

The procedures outlined herein constitute the steps necessary to resolve an employee's 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. For example, anything written on the employee's pay statement is considered actual notice.

Step 1 – 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 immediate supervisor is not available, the next in command should be notified.

Step 2 – Employee Relations Division. If a mutually acceptable solution has not been reached in Step 1, the grievant shall submit the grievance in writing on appropriate forms supplied by the Human Resources Employee Relations Division. The written grievance shall be filed with the Employee Relations Division within ten (10) working days of oral notification of the immediate supervisor's decision.

In order to be considered, the grievance must contain the following information:

- (1) The specific Article(s) and Section(s) of the MOU alleged to have been misinterpreted, misapplied, or violated;
- (2) A detailed statement of the grievance, including the date of occurrence, the nature of the action grieved how it violated the above-described provision(s) of the MOU, and names of witnesses or individuals involved, and location.
- (3) The date of the Step 1 meeting and the name of the immediate supervisor with whom the discussion took place.
- (4) The specific remedy or action requested.

The Employee Relations Division shall make a determination of whether the grievance is a matter for which the Grievance Procedure is appropriate. In making such determination, the Employee Relations Division shall determine if: (1) the grievance has been filed in a timely manner; (2) the initial step has been followed; and (3) the grievance contains the information required above. The determination and notification to the grievant and Local 935 will generally be made within five (5) working days of receipt of the grievance.

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

If the Grievance is advanced to arbitration due to procedural objections, the proceeding shall be bifurcated unless the parties mutually agree to allow the arbitrator to hear both the substantive and procedural grievability arguments.

Step 3 – Division Level. If the grievance is accepted, the grievant shall submit the written grievance to the division level within five (5) working days of notification of the Employee Relations Division's determination.

The Division/Section Head shall meet with the grievant and thoroughly discuss the grievance. The Division/Section Head shall submit a written response to the grievant within five (5) working days of receipt of the formal grievance from the employee.

Step 4 – Human Resources Director. If a mutually acceptable solution has not been reached, Local 935 or the grievant shall submit the written grievance to the Human Resources Director or designee within five (5) working days of the receipt of written response of the Division/Section Head.

Following a review of the grievance with the Appointing Authority, the Human Resources Director or designee shall have full and final authority on behalf of County Fire 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, Local 935 and the Appointing Authority. Only Local 935 may appeal this determination directly to an arbitrator in accordance with the provisions of this procedure within five (5) working days following notification by the Human Resources Department.

Step 5 – Pre-Arbitration Process. If a grievance has not been satisfactorily resolved at Step 4, a written appeal to arbitration must be filed with the Human Resources Director or designee by Local 935 within five (5) working days of notification of the decision by the Human Resources Director or that individual's designee. The appeal must be presented on the aforementioned grievance form along with a copy of any pertinent documents.

Grievances shall only be advanced to arbitration by Local 935. The cost for hearing all grievances advanced to arbitration shall be split equally between County Fire and the grievant and Local 935, 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 same. Within twenty (20) working days of the approval to advance a grievance to arbitration, both parties are required to meet in such 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. No new issues or violations may be raised at the pre-arbitration hearing conference.

Step 6 – Arbitration. At the discretion of Local 935, grievances that occur during the term of the agreement that are not resolved at a prior step in the process can proceed to arbitration. The Human Resources Director or designee and Local 935 shall select an arbitrator by mutual agreement. Where mutual agreement cannot be reached, within five (5) days the parties shall request a list of arbitrators from the 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 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 Local 935 that 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 scheduling a hearing on 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 an Appointing Authority or a subordinate to cease and desist from the action, which is the subject of the grievance. The arbitrator may also require the Appointing Authority to take whatever action is necessary, within the control of the Appointing Authority, 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 Human Resources Director or designee and Local 935 with a copy to the grievant.
- (d) All grievances shall be treated as confidential and no publicity will be given until the final resolution of the grievance.
- (e) The decision by the arbitrator shall be final and binding on all parties unless appealed or there is a financial impact of greater than one thousand dollars (\$1,000.00), in which case it shall be subject to approval of the Board of Directors.
- (f) For grievance decisions with financial impact of greater than one thousand dollars (\$1,000.00), the Human Resources Director or designee 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 Human Resources Director or designee, Local 935 and the grievant.
- (g) County Fire will submit a request for payment to the Auditor-Controller/Treasurer/Tax Collector within five (5) working days of the Board decision.

Prior to Step 5 – Pre-Arbitration. The parties (Human Resources Director or designee and Local 935) 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 5 of this Article.

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

- (a) The parties (Human Resources Director or designee and Local 935) shall exchange in writing the agreement to refer a specific grievance or disciplinary appeal to mediation.
- (b) The grievant shall have the right to be present, represented by Local 935 as the sole, exclusive bargaining agent.
- (c) The grievant shall have Local 935 as the singular spokesperson and County Fire a

representative from the Human Resources Department, 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 with no retention of a proceedings record.
 - (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 agreements.
 - (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 County Fire and Local 935.
- (g) The post-mediation process is restricted by the following:
 - (1) No person serving in the capacity as a mediator may serve as the 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.

IDENTIFICATION CARDS

County Fire will provide identification and/or access cards to employees. Such cards will include the employee's name and photograph. Employees shall carry such cards at all times while engaged in County Fire business and in connection with such business shall produce cards for inspection to any County Fire or County official. Employees shall surrender such cards upon separation from County Fire employment.

IMPLEMENTATION

This Agreement constitutes a mutual agreement by all members of each party's bargaining team to be jointly submitted to the Board of Directors for approval. It is agreed that this Agreement shall not be binding upon the parties either in whole or in part unless and until approved by the Board of Directors.

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

LEAVE PROVISIONS

Section 1 - Sick Leave

(a) Definitions

- (1) 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, 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 is defined by Labor Code section 245.5 as parent, child, spouse, 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 to whom the employee stands in loco parentis. Parent means a biological, foster, or adoptive parent, a stepparent, or legal guardian of an employee or the employees spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- (3) Extended family is defined as a sibling-in-law, aunt, uncle, niece, nephew, 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 3.69 hours per pay period, except as provide in Section 5 of this A r t i c l e . Earned sick leave shall be available for use the first day following the payroll period in which it is earned. Employees in regular positions paid less than eighty (80) hours per pay period shall receive sick leave accumulation on a pro rata basis. There shall be no limit on sick leave accumulation.

Within 90 days from Board approval of the MOU, employees shall receive full leave accruals when they work less than 40 hours per week, but at least 72 hours per pay period (e.g., An AO who works 96 hours the 1st week of pay period and zero hours the 2nd week of pay period will accrue leave based on 80 hours/pp).

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

- (d) Administration

- (1) Investigation. It shall be the responsibility and duty of each County Fire supervisor/manager 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 Human Resources Director.
 - (2) Notice of Sickness. The County Fire supervisor/manager or designee should be notified at least two (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence.

It is the responsibility of the employee to keep the Appointing Authority 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 Appointing Authority or designee, 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 Appointing Authority that one has been issued, the employee shall be required to contact the department daily in accordance with the timeframe above.

- (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.
 - (4) Improper Use. Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indispositions, instances of misrepresentation, or violation of the rules define 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 the family members of the employee's as defined in Section 1(a)(2) above require the attention of the employee.

Upon approval of the Appointing Authority, 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 required the attention of the employee.

- (2) Bereavement. A maximum of three (3) days earned sick leave may be used per occurrence for bereavement due to the death of a family member or extended family

of the employee, as defined herein, or any relative who resided with the employee. 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 a family member of the employee, as defined Section 1(a)(2) of this Article. One (1) additional day shall be granted if the employee travels over one thousand (1000) miles from his/her residence to the bereavement services of a family member. This additional day shall not be charged to the employee's personal leave balances. The appointing authority may request verification of distance traveled

- (3) Birth/Adoption. A maximum of forty hours earned sick leave may be used per occurrence for arrival of an adoptive child at the employee's home. An employee may utilize on an annual basis no more than forty (40) hours of accumulated sick leave per calendar year for the birth of his/her 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 appointment 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 (Center) for 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 modifications 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 due to a serious medical condition, when so directed by their Appointing Authority.
- (2) Employees are required to attend return to work medical appointments at the Center on their own time; however, mileage for attending such appointments are eligible for reimbursement pursuant to the Expense Reimbursement Article.
- (3) It is the responsibility of the employee covered by (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, County Fire shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to their Appointing Authority or designee immediately upon receipt of their medical provider's authorization to return to work and no later than 24 hours after receipt of the notice. The Appointing Authority or designee will schedule an appropriate medical evaluation for the employee with the Center 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 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.
- (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 caused by either the Center or /County Fire that, in turn, results in a delay between the employee's appointment with the Center 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 employees leave balances.
- (6) The final decision on the employee's ability to return to work rests with the medical provider at the Center. In the event the employee is not released to return to work by the medical provider at the Center, the employee's status would continue on sick leave or, where there is not 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 Article - Retirement Medical Trust Fund.
- (i) Perfect Attendance. Employees in regular, full time positions who do not utilize any sick leave, any leave (e.g., Annual) in lieu of sick leave or benefits in lieu of sick leave (e.g., workers' compensation, State Disability Insurance 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, Medical Emergency Leave, Military Leave as provided by law, or absence without pay during that calendar year, shall be reimbursed up to a maximum of \$299 for an annual individual (employee only) health club membership or utilization of perfect attendance leave. In lieu of the reimbursement, the employee has the option of utilizing sixteen (16) hours of perfect attendance leave, no cash out provision, within the time frame of the subsequent calendar 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.
- (j) 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 Annual 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 Annual Leave to be utilized in the same manner as other accrued Annual Leave.

Sick Leave Hours Used	Hours to be Converted	Annual
0	40	24.0
8	32	19.2
16	24	14.4
24	16	9.6
32	8	4.8
40	0	0.0

Section 2 - Annual Leave

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

Within 90 days from Board approval of the MOU, employees shall receive full leave accruals when they work less than 40 hours per week, but at least 72 hours per pay period (e.g., An AO who works 96 hours the 1st week of pay period and zero hours the 2nd week of pay period will accrue leave based on 80 hours/pp).

Length of Service From Hire Date Rate	Hours Per Year/Accrual Rates Per Pay Period	Maximum Allowed Unused Balance
From Hire Date through 104 pay periods*	192 hours/7.385	365 hours
Over 104 & through 234 pay periods*	232 hours/8.923	441 hours
Over 234 pay periods*	272 hours/10.462	517 hours

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

(c) Administration

- (1) Scheduling. Annual Leave should be taken annually with the approval of the Appointing Authority or designee at such time as will not impair the work schedule or efficiency of County Fire but with consideration given to the well-being of the employee. No employee shall lose earned Annual Leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take Annual Leave, the County's Human Resources Director, will request a waiver of the maximum allowed unused balance for a period not to exceed one (1) thirteen (13) pay period waiver per calendar year.

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

- (2) Minimum Charge. The minimum charge against accumulated Annual Leave shall be fifteen (15) minutes or multiples thereof. Annual Leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this Plan.
- (3) Annual Leave and Termination Date. Employees not planning to return to County Fire employment at the expiration of Annual Leave, except those retiring, shall be compensated in a lump sum payment for accrued Annual Leave at the employee's then base rate of pay and shall not be carried on the payroll. Retiring employees may elect to use Annual Leave or be compensated in a lump sum payment for accrued Annual Leave, provided that each pay period the employee charges the number of hours in their regular scheduled tour of duty.
- (4) Annual Leave upon Separation From the Unit. Employees who separate from this unit (e.g., promotion to a San Bernardino County Firefighter, etc.) shall be compensated in a lump sum payment for accrued Annual Leave at the employee's then base rate of pay.
- (5) Annual Leave Cash-Out – On one occasion each calendar year during the term of the MOU, an employee who had used eighty (80) or more hours of Annual Leave during the preceding calendar year may elect to convert up to sixty (60) hours of accrued Annual 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 Annual Leave, an employee must make an irrevocable election (i.e., pre-designation) during the month of December, specifying the number of hours to be sold back from the next year's Annual Leave accrual. During the calendar year following the pre-designation, no more than three (3) requests may be made to cash out the Annual 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 Annual 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 Annual 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 2018

makes a pre-designation to cash-out 25 hours. The employee accrues 7.385 hours of Annual Leave per pay period. At the end of pay period 3 the employee can request to cash-out the 14 hours of Annual 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 Annual Leave. Once an election is made, if the employee does not request that the designated number of hours be sold back by pay period 25, or 26 when applicable, of the calendar year in which the election is effective, the hours will be automatically converted to cash in the last pay period of the calendar year.

Section 4 – Leave Accruals While on Disability Leave

Employees receiving the benefits for Workers' Compensation or State Disability Insurance 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 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 annual and sick leave. Employees who are not fully integrating shall earn pro-rated annual and sick leave accruals based upon paid leave time coded on the time and labor report.

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 TLR will be limited to the maximum allowable leave integration to ensure gross pay from all combined sources does not exceed the employee's base salary.

Section 5 – Compulsory Leave

If in the opinion of the Appointing Authority or designee, employees are unable to perform the duties of their position for physical or psychological reasons, they may be removed from duty without pay or may use accrued paid leave for which they are eligible. In addition, such employees may be required to submit to an examination by either a physician or other competent authority designated by the County's Human Resources Director or by their own physician or other practitioner, as appropriate. If the examination report of the competent authority (e.g., physician, appropriate practitioner) shows the employee to be in an unfit condition to perform the duties

required of the position, the Appointing Authority 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 who has been removed from duty for physical or psychological reasons by the Appointing Authority, and the employee was required to submit to an examination, may not return to duty until such time as medical clearance has been obtained.

Employees who become disqualified to perform the duties of their position (e.g., fail to maintain required licenses or certifications) shall be immediately removed from duty without pay or may be permitted to use appropriate 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 District employee may be entitled to the following rights concerning military leave:

- (a) Definition. Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.
- (b) Notice and Orders. All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, copy of military orders must accompany the request for leave.
- (c) Temporary Active Duty. Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same annual leave, 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 requirements of (c) and (d) shall be entitled to receive his/her 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 one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.
- (d) Full-Time Active Duty employees who resign from their positions to serve in the Armed Forces for more than one hundred eighty (180) days, shall have a right to return to their former classification upon serving written notice to the Appointing Authority, no later than ninety (90)

days after completion of such service. Returning employees are subject to a physical/psychological examination.

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

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

Eligible employees are also entitled to the reemployment and benefit rights as further described in the Uniformed Services and Employment and Reemployment Rights Act, 38 U.S.C. Sections 4301-4333. Specifically, a returning employee will receive restoration of original hire, salary step, annual leave 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 annual leave, 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 at 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 annual 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 annual 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 first 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 involuntarily called to active duty as a result of the activation of military reservists due to a crisis related to terrorist attacks on America and are eligible to receive the thirty (30) calendar day military leave compensation 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 shall continue through June 26, 2015 and for any additional period as may be approved by the Board of Supervisors. During this period, County Fire will continue to provide the employee all the benefits and leave accruals as was provided prior to such active duty. Retirement system contributions and service credit will be granted if the employee had enough pay to cover the entire retirement system contribution. If the employee does not get enough pay to cover the retirement system 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 30 days of military leave provided in (e) of this Article, the extended payments provided under this Section shall be suspended and shall be continued after the 30 days compensation has been completed.

(g) Annual Leave and Military Leave. Employees shall not be permitted to take annual leave or other accrued leave in lieu of the military leave provisions provided in Sub Section (c) of the Section. Employees may elect to use accrued leave time, except sick leave, in lieu of the integrated pay in Section (f) of this Section 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 section will be available.

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 of this of this Article.

Section 8 – Special Leaves of Absence Without Pay

(a) General Provisions. A special leave of absence without pay not exceeding one (1) year may be granted to an employee who:

- (1) 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, CFRA, and/or Pregnancy Disability Leave (PDL) provisions under the Fair Employment and Housing Act (FEHA).
- (4) For any reason considered appropriate by the Appointing Authority and the County's Human Resources Director.

(b) Types of Leaves of Absence. There are four (4) types of leaves of absences. All requests must be in writing and require the approval of the Appointing Authority or designee and the County's Human Resources Director. Upon request, the Appointing Authority or designee and the County's Human Resources Director may grant successive leaves of absence. All benefits shall be administered in accordance with the appropriate section of this 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 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 Compensation Plan. 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 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 employees, both employees are limited to a total of 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 exceeding one (1) year. Employees without right to return shall be removed from their position. Retirement contributions shall remain in the retirement system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase benefits pursuant to federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

(ii) Rehire Process. An employee may be reemployed in the same division in the classification from which the employee took the leave of absence with the approval of the Appointing Authority and the County's Human Resources Director. 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 re-qualification provisions of the Personnel Rules for Board- Governed Special District. If the employee is not re-hired within ninety (90) calendar days of the expiration of such a leave the employee shall be terminated from County Fire service. If reemployed, the employee shall be required to serve a new probationary period. The County's Human Resources Director has the discretion to waive the requirement to serve a new probationary period.

(iii) 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.

To be reemployed and retain the above benefits, the employee must be appointed to a position no later than 90 calendar days after the date of expiration of leave of absence. The 90 days shall run concurrently with the first 90 days of the one (1) year period provided in the Reemployment Article.

(4) Medical Leave of Absence.

- (i) Definition. An employee with regular status who suffers from a serious condition may be placed on a medical leave of absence for up to one (1) year only after FMLA, CFRA and/or PDL have been exhausted. However, if an employee meets the service requirements for eligibility for a disability retirement, the Medical Leave of Absence may be extended. The employee is responsible for providing documentation from a qualified health practitioner prior to approval. County Fire retains the right to request medical documentation regarding the employee's continued incapacity to return to work.

The employee will be removed from his/her position so that the department may fill behind the employee. Retirement contributions shall remain in the retirement system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase benefits pursuant to the federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

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

- (ii) Upon return from a medical leave of absence, the employee shall retain the benefits described under Section 3(iii) above.

Section 9 – Jury Duty Leave

Employees in a regular position who are ordered/summoned to serve jury duty including Federal Grand 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. 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 Appointing Authority 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.

Section 10 – Examination Time

Employees having regular status in regular positions at the time of application shall be entitled to a reasonable amount of time off with pay for the purpose of attending all examination processes (e.g., selection interviews) required for selection to a different County Fire or County position. 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 balances 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 having probationary status, including those who have previously held regular status in another classification, are not entitled to examination time off with pay. Employees must report to work before and after examination time provided there is an opportunity for at least one (1) hour of actual work time. The employee will not be required to return to work if more than one (1) hour remains after Examination Time and the employee has received prior approval from the appointing authority or designee to use appropriate leave from the employee's accrued "leave bank."

Section 11 – Witness Leave

Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen 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.

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 Appointing Authority 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 Appointing Authority 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 upon.
- (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 the time off for voting is desired, in accordance with this Section.

LIFE INSURANCE

- (a) County Fire agrees to pay a premium for term life insurance for all employees based on scheduled work hours according to the table below.

This benefit shall only apply to employees who have been appointed to a regular position budgeted for more than forty (40) hours per pay period. Life Insurance will become effective on the first day of the pay period following the first pay period in which the employee is in paid status, and shall continue each pay period in which the employee is in paid status. For example, an employee scheduled for eighty (80) hours must be paid for a minimum of 0.25

hours. For pay periods in which the employee does not meet the paid status requirement, the employee shall have the option of continuing life insurance coverage at the employee's expense.

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

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

- (b) County Fire further agrees to make available to each employee a group term life insurance program wherein the employee may purchase additional term life insurance in the amounts specified in the Certificate of Insurance. New employees shall become initially eligible to participate in these programs following the pay period in which the employee works and receives pay for one-half plus one of his/her regularly scheduled hours.
- (c) 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 County Fire and/or County, as applicable.

MEDICAL EMERGENCY LEAVE

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

- (a) The employee must have regular status (not probationary) with County Fire for 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 useable leave balances prior to initial eligibility for Medical Emergency Leave donations - subsequent accruals will not affect eligibility; (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 (SDI) must agree to integrate these benefits with Medical Emergency Leave.

- (d) Annual 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 a donor's yearly Annual 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 of the employee. Medical Emergency Leave is not for use to care for a member of the employee's family. Job and/or personal stress (not the result of diagnosed mental disorder) is specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by the Center for Employee Health and Wellness or medical designee, is required for initial and continued eligibility. An employee shall be eligible to utilize and receive Medical Emergency Leave during the 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, DPS, Opt-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 requirements of the FMLA, as applicable to the individual employee.
- (h) An employee using/coding leave under this program is not eligible for receipt of any accruals such as annual leave, sick 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 Will form on file with ATC shall be paid at one hundred percent (100%) of the deceased employee's base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at the time of employee's death in accordance with payroll procedures

established by the County Auditor-Controller/Treasurer/Tax Collector. Any unused Medical Emergency Leave in excess of 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 in this Compensation Plan, 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 Medical Emergency Leave for those hours the employee was restricted from working pursuant to a physician's order. The combined total of work time and Medical Emergency Leave coded may not exceed each pay period the lesser of eighty (80) hours or the employee's normally scheduled hours of work.

However, should the employee accrue sick leave, the employee is required to use those accruals before utilizing Medical Emergency Leave hours (i.e., Medical Emergency Leave hours may not be used in place of other available leave accruals). For example, an employee who has returned to work on a part-time basis who has a balance of 10 hours of sick leave shall be required to use those sick leave hours before using Medical Emergency Leave hours. However, the employee may use any Medical Emergency Leave hours after exhausting accrued sick leave.

- (l) 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.
- (m) Solicitation of donors shall be regulated by the Human Resources Department, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.
- (n) All donors and donees shall sign release forms designed, retained and effected by the Human Resources Division.

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 County Fire. 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 Fire-sponsored medical and/or dental plan, an employee must remain in a regular position scheduled to work for a minimum of forty (40) hours in a 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) Dependent(s) must be removed mid-Plan year when a dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules, for example divorce, over aged dependent, or termination of domestic partnership.
- (e) Enrollment elections must remain in effect for the remainder of the Plan year unless an employee experiences a mid-year qualifying event.
- (f) Notification of a mid-year qualifying event must be submitted to the Human Resources Employee Benefits and Services Division in accordance with procedures adopted by Employee Benefits and Services Division. Employees are responsible for notifying the Employee Benefits and Services Division within sixty (60) days of any dependent's change in eligibility for the County Fire sponsored plans.
- (g) Premiums for coverage will be automatically deducted from the employee's pay warrant. In specific circumstances, in the absence of sufficient earnings to cover the deduction for premiums, the employee may be given another payment option. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents.

Section 2 – Opt-Out and Waive

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

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

To receive the opt-out or waive amounts, 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 80 hours must be paid for a minimum of forty-one (41) hours during a pay period to receive the opt-out or waive amounts.

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

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

- (1) Employees may elect to opt-out or waive County Fire-sponsored medical and/or dental plan(s) within sixty (60) calendar days of the effective date of coverage of another employer-sponsored group plan. Proof of initial gain of other employer group coverage is required at the time the opt-out or waive is elected.
- (2) Employees may also elect to opt-out or waive County Fire-sponsored medical and/or dental plan(s) coverage during an annual open enrollment period. All employees newly electing opt-out or waive 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 Fire-sponsored medical and/or dental plan within sixty (60) calendar days. Enrollment in the County Fire-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 Fire-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 County Fire of loss of other employer 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) County Fire 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 to the San Bernardino County Employee's Retirement Association. The applicable MPS amount shall be paid directly to the provider of the County Fire sponsored medical plan in which the eligible employee has enrolled. In no case shall the MPS exceed the total cost of the medical insurance premium for the coverage selected (e.g., when the MPS amounts, below, exceed the lowest HMO cost).
 - County Fire has established a Dental Premium Subsidy (DPS) for employees in regular positions, as follows: All employees with "Employee Only", "Employee + 1", or "Employee + 2" medical coverage shall receive a DPS in the amount of up to \$9.46 per pay period.

The applicable DPS amount shall be paid directly to the provider of the County Fire sponsored dental plan in which the eligible employee has enrolled. In no case shall the DPS exceed the total cost of the dental insurance premium for the coverage selected (e.g., when the DPS amounts exceed the dental plan cost).

- (b) Eligibility - Employees in a regular position scheduled for a minimum of forty (40) hours per pay period, who are enrolled in a County Fire-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 Fire-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 state disability insurance and workers' compensation.

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

COVERAGE	Amount
Employee Only	\$199.40
*Grandfathered Employee Only	\$234.65
Employee + 1	\$345.66
Employee + 2	\$486.11

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

Effective July 20, 2019 all employees shall receive a Medical Premium Subsidy (MPS) in the following amounts per pay period:

COVERAGE	Amount
Employee Only	\$203.81
*Grandfathered Employee Only	\$234.65
Employee + 1	\$354.38
Employee + 2	\$503.41

*Grandfathered Employee Only – Only those employees who prior to July 21, 2018 elected the Employee Only – Highest Cost HMO coverage and continue to elect the Employee Only – Highest Cost HMO coverage will continue to receive \$234.65 per pay period. However, those employees who prior to July 21, 2018 elected the Employee Only – Highest Cost HMO

coverage who subsequently elect another plan option shall no longer be eligible to receive the grandfathered amount of \$234.65 per pay period, and shall receive the applicable amount listed in the chart above.

Effective July 18, 2020 all employees shall receive a Medical Premium Subsidy (MPS) in the following amounts per pay period:

COVERAGE	Amount
Employee Only	\$208.22
*Grandfathered Employee Only	\$234.65
Employee + 1	\$363.50
Employee + 2	\$520.71

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

Section 4 – Needles Medical Premium Subsidy

For employees assigned to work in the Needles, Trona, and Baker work locations, County Fire 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 County Fire. The applicable Subsidy amount shall be paid directly to the provider of the County Fire-sponsored medical plan in which the eligible employee has enrolled. This Subsidy will be established each year when premiums change for the County Fire-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 Fire-sponsored medical and dental 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 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.

MERIT ADVANCES

Section 1 - General

- (a) Employees receiving an overall rating on their evaluation of "Meets Job Standards" or better shall receive merit advancements within their base salary range, as provided below and in the Salary Rates and Step Advancements article.
- (b) Regular employees shall be evaluated within a thirty (30) day period prior to the step advance eligibility date. If the employee receives an evaluation with an overall rating of at least "Meets Job Standards," the employee shall receive the step advance on their step advance eligibility date.
- (c) If the employee receives an evaluation after the step advance eligibility date and the overall rating is at least "Meets Job Standards," the employee shall receive the merit advancement retroactive to the original step advance eligibility date.
- (d) If the employee receives an evaluation with an overall rating of "Needs Improvement" or "Unsatisfactory," the step advance may not be granted on the due date.
- (e) In cases where no Work Performance Evaluation is filed, an employee should contact the Field Training Officer who will notify the assigned suppression supervisor. The assigned suppression supervisor must complete and file the evaluation within five (5) working days of being notified by the Field Training Officer. 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 eligible date. If the employee is rated as "Needs Improvement" or "Unsatisfactory," the employee's step advancement will be denied or suspended in accordance with Sub-section (d) above.

Section 2 - Denied Steps

If an employee's step is denied, the employee may be re-evaluated following a thirty (30) day review period after receiving a "Needs Improvement" or "Unsatisfactory" evaluation. Upon receiving a "Meets Standards" evaluation (or better), the employee shall be granted the merit advancement, effective at the beginning of the pay period in which said evaluation was administered.

Section 3 - Disputes

An employee with regular status may appeal the content of a work performance evaluation with an overall rating of "Needs Improvement" or "Unsatisfactory" in accordance with the appeal procedure in the Personnel Rules for Board-Governed Special Districts.

NON-DISCRIMINATION

County Fire shall not discriminate against any employee because of race, color, ancestry, sex, sexual orientation, age, physical or mental disability, medical condition, national origin, political affiliation or religion, or other basis as required by federal, state or local law.

OVERTIME

- (a) Policy. It is the policy of County Fire to discourage overtime except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of the Appointing Authority, or designee, to arrange for the accomplishment of workload under their jurisdiction within the normal tour of duty of employees. County Fire has the right to require overtime to be worked as necessary.
- (b) Definition. Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. For purposes of defining overtime, sick leave shall not be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is non-cumulative and non-payable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals.
- (c) Overtime Compensation. Any employee authorized by the Appointing Authority, or designee, to work overtime shall be compensated at premium rates, i.e., one and one-half (1½) times the employee's regular rate of pay. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

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

compensating time which exceeds eighty (80) hours, for any hours on record immediately prior to promotion, demotion or termination of employment.

- (d) Variable Work Schedule. For employees regularly scheduled forty (40) hours per work period, the Appointing Authority, or designee, with agreement of an affected employee, may arrange for that individual to take such time off as is necessary to ensure that employee's actual time worked does not exceed forty (40) hours within a given work period.
- (e) Work Period. The work period for purposes of overtime, established for employees in this MOU, commences at 12:01 a.m. Saturday and ends at 12:00 a.m. (midnight) the following Friday of each week. This provision does not otherwise limit the ability of the Appointing Authority to modify work schedules in accordance with the article on, "Standard Tour of Duty." The Appointing Authority or designee may terminate or modify an employee's work schedule at any time upon review and evaluation of its effectiveness in meeting the department's workload requirements, cost effectiveness and/or an employee's ability to meet the department's standards in effectively completing work requirements.

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. December 18, 2018, 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. Electronic paychecks shall be issued on the second Wednesday following the end of the preceding pay period.

PAYROLL ADJUSTMENTS

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

final pay. If the amount owed is greater than the employee's final pay, the Auditor-Controller/Treasurer/Tax Collector shall initiate the collections process against the employee.

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

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

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

PHYSICAL / MENTAL FITNESS

The parties agree that physical and mental fitness of County Fire employees is a reasonable requirement to perform the duties of the job and instill public confidence. Recognizing these important factors, the parties agree that County Fire with reasonable cause, may require medical and psychological assessment of employees provided County Fire pays and provides time off without loss of pay for such assessment. Appropriately qualified health care professionals shall do all such assessment.

Medical and psychological reports shall be released to and retained by the County's Center for Employee Health and Wellness. The information in these reports shall only be released on a need-to-know basis, restricted to the purpose for which the examination was originally required, for the effective conduct of County Fire business.

Any remedial or treatment action shall be the full responsibility of the employee, except as otherwise provided by law.

PROBATIONARY PERIOD AND TRAINEE APPOINTMENTS

Probationary Period

The probationary period for employees in this Unit will end at the end of the day in which the

employee has completed 13 pay periods. Employees must code at least seventy-two (72) hours in a pay period in order for it to count toward the 13 pay period probationary requirement. For example, an employee works 12 consecutive pay periods and codes at least 72 hours in each of those pay periods. The employee then codes only 40 hours in the next pay period. The employee would be required to work an additional pay period and code at least 72 hours before the employee is eligible to complete the probationary period.

Probationary periods will be automatically extended for each hour during which an employee is on leave without pay or on military leave past thirty (30) days whether paid or unpaid. In the situation where an employee is on continuous paid sick leave for eighty (80) or more consecutive hours or is on modified duty for occupational or non-occupational injury or illness the probationary period may be extended at the discretion of the Appointing Authority. Such extension is in addition to the eighteen (18) pay period extension allowed by the Board Governed Special Districts Personnel Rules.

Trainee Appointments

A trainee appointment is an underfill appointment to a regular position made from an appropriate eligible list of a lower classification for a prescribed period of time, as provided in the class specification, during which the employee must qualify for the higher classification or be terminated.

The original trainee appointment must be made on a competitive basis. During the period of a trainee appointment, the trainee shall be in an at-will status. Appointments to the higher classification are subject to a probationary period.

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. At the discretion of the Appointing Authority and with the approval of the County's Human Resources Director, an employee may be placed at any step within the higher base salary range. Promotions shall be effective only at the beginning of a pay period unless an exception is approved by the County's Human Resources Director.

PROVISIONS OF LAW

It is understood and agreed that this Agreement is subject to all current and future applicable Federal and State laws and regulations and the current provisions of the Codes for San Bernardino County Fire Protection District. If any part or provision of this Agreement is in conflict or inconsistent with such applicable provisions of those Federal, State, or County Fire enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and

the remainder of this Agreement shall not be affected thereby. If any part or provision of this Agreement is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding that total compensation to employees under this Agreement 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 Agreement.

RANGE RESTRUCTURE

In order to address the ongoing impact of the State Minimum Wage increases on Unit employees, effective December 22, 2018, County shall eliminate steps 1 through 4 of the AO EMT Range and steps 1 through 6 of the AO Paramedic Range. Further, all remaining steps shall be adjusted as provided in Appendix B.

- (i) AO EMTs on old steps 1 through 4 shall be placed on the new step 1 effective December 22, 2018 and service hours shall be reset for the purpose of step advancements, and employees shall be eligible to advance to the next step upon completion of 13 pay periods (i.e., next step due July 2019) from the effective date of the Range Restructure as provided in the Salary Rates and Step Advancements article. For example, an employee on old step 2 with 2,000 service hours at that step shall be moved to the new step 1 and shall have his service hours reset and shall be eligible to move to the next step following completion of 13 pay periods. In another example, an employee on old step 4 with 1,000 service hours at that step shall be moved to the new step 1 and shall have her service hours reset and shall be eligible to move to the next step following completion of 13 pay periods.
- (ii) AO Paramedics on old steps 1 through 6 shall be placed on the new step 1 effective December 22, 2018 and service hours shall be reset for the purpose of step advancements, and employees shall be eligible to advance to the next step upon completion of 13 pay periods (i.e., next step due July 2019) from the effective date of the Range Restructure as provided in the Salary Rates and Step Advancements article. For example, an employee on old step 2 with 2,000 service hours at that step shall be moved to the new step 1 and shall have his service hours reset and shall be eligible to move to the next step following completion of 13 pay periods. In another example, an employee on old step 6 with 1,000 service hours at that step shall be moved to the new step 1 and shall have her service hours reset and shall be eligible to move to the next step following completion of 13 pay periods.
- (iii) All other AO EMTs and AO Paramedics shall have their step placement adjusted to conform with the number of steps that were eliminated from the range. Provided below are examples of employee step placement following the range restructure:

EX. 1: An AO EMT on old step 5 shall be placed on new step 1.

EX. 2: An AO EMT on old step 6 shall be placed on new step 2.

EX. 3: An AO Paramedic on old step 7 shall be placed on new step 1.

EX. 4: An AO Paramedic on old step 8 shall be placed on new step 2.

Service hours for employees covered by this sub-section (iii) shall be reset for the purpose of step advancements and employees shall be eligible to advance to the next step upon completion of 6 months (i.e., 13 pay periods) from the effective date of the Range Restructure as provided in the Salary Rates and Step Advancements article. For example, an AO EMT on old step 5 with 2,000 service hours at that step shall be moved to the new step 1 and shall have his service hours reset and shall be eligible to move to the next step following completion of 13 pay periods. In another example, an AO Paramedic on old step 8 with 1,000 service hours at that step shall be moved to the new step 2 and shall have her service hours reset and shall be eligible to move to the next step following completion of 13 pay periods.

- (iv) Employees must code at least seventy-two (72) paid hours in a pay period in order for it to count toward the 13 pay period or 26 pay period step advancement increment, as applicable.

RECRUITMENT AND REFERRAL BONUS PROGRAMS

- (a) General. County Fire shall make available a Recruitment and Referral Incentive Program to assist in the recruitment and appointment of qualified individuals into hard-to-recruit regular positions, in accordance with the guidelines established herein.
- (b) Program Applicability. The Appointing Authority may request authorization to apply the Recruitment and/or Referral Bonus Program(s) to assist in filling regular positions in the County Fire. To apply, said position/classification must have had historical/demonstrable recruitment difficulty. The County's Human Resources Director shall have the sole authority to determine the applicability, amount, and duration of these program(s) to each requested position/classification and shall certify applicability of the Program(s) for each position, by assignment, department, and beginning and ending dates. Such determinations shall not be subject to the Grievance Procedure, or any other review or appeal.
- (c) Recruitment Bonus. An employee hired into a regular position/classification certified for participation in this Program shall be eligible to receive recruitment bonuses in accordance with the following:
 - (1) Bonus Amount and Method of Payment. Eligible employees hired into a position/classification certified for participation in the Program shall receive no less than five hundred dollars (\$500.00) and no more than one-thousand dollars (\$1,000.00) upon hire. An additional one thousand dollars (\$1,000) shall be paid to the employee upon completion of 26 pay periods in the position/classification for which the original bonus was granted. Employees must code at least seventy-two (72) hours in a pay period in order for it to count toward the 26 pay period requirement. Each bonus payment shall be considered taxable income and subject to withholding.

(2) Limitations and Exclusions

- (i) No bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification prior to the beginning date certified by the County's Human Resources Director, for that classification to be eligible for participation in the Recruitment Bonus Program. Similarly, no bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification after the ending date certified by the County's Human Resources Director for that classification to be eligible for participation in the Recruitment Bonus Program.
 - (ii) The bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation; nor shall it be considered earnable compensation for purposes of retirement.
 - (iii) The Appointing Authority shall have sole responsibility and authority to determine eligibility for the 2nd installment of the recruitment bonus. Such determination shall not be subject to review.
- (d) Referral Bonus. Any employee in a regular position who refers a qualified candidate for a position/classification certified for participation in this Program who is subsequently hired into the regular position may receive a referral bonus in accordance with the following:
- (1) Method of Referral. To be eligible for the recruitment bonus, County Fire Application for Employment must contain the name of the referring employee on the application.
 - (2) Bonus Amount and Method of Payment. The referring employee shall receive a bonus of two hundred and fifty dollars (\$250.00) for each referred candidate actually hired into an eligible regular position. An additional five hundred dollars (\$500.00) shall be paid upon the new employee's completion of 26 pay periods. Employees must code at least seventy-two (72) hours in a pay period in order for it to count toward the 26 pay period requirement. Said bonus shall be considered taxable income and subject to withholding.

(3) Limitations and Exclusions

- (i) No bonus will be paid for any candidate whose name was placed on the eligible list for position in the classification prior to the beginning date certified by Human Resources for that classification to be eligible for participation in the Referral Bonus Program. Similarly, no bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification after the ending date certified by the County's Human Resources Director for that classification to be eligible for participation in the Referral Bonus Program.
- (ii) Individuals assigned to employee recruitment as a primary function of their position shall not be eligible to receive this Bonus.
- (iii) In cases where more than one employee is named as the referring party, the recruitment bonus shall be equally split between the referring employees.

- (iv) In cases where the referring employee resigns, transfers out of the eligible position, or is terminated prior to completion of the required number of hours as provided in part (2) above, the additional \$500 shall not be paid.
- (v) The referral bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation; nor shall it be considered earnable compensation for purposes of retirement.
- (vi) The Appointing Authority shall have sole responsibility and authority to determine eligibility for the 2nd installment of the recruitment bonus. Such determination shall not be subject to review.

RELOCATION

In-Service Relocation Assistance. Employees in regular positions who are required by order of their Appointing Authority, or designee, to change their principal place of residence because of reassignment to meet the needs of County Fire will be granted time off with pay not to exceed two (2) work days and up to four hundred dollars (\$400.00) reimbursement towards the actual cost of relocating their personal furnishings and belongings.

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

RENEGOTIATION

In the event either party hereto desires to negotiate a successor Agreement, such party shall timely serve upon the other, at least one hundred and fifty (150) calendar days prior to the expiration of this Agreement, a written request to commence negotiations. Upon receipt of such written request, negotiations shall begin no later than thirty (30) calendar days after such receipt. The first order of business shall be negotiation of ground rules.

RETIREMENT MEDICAL TRUST

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 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 retirees or their eligible dependents for the reimbursement of qualified medical expenses as defined by the Internal Revenue Code (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). Participation in other public sector retirement system(s) may also be counted towards the ten (10) year requirement provided that the employee is also a participant in SBCERA. Those eligible employees with ten (10) or more years of combined contributions to SBCERA and other public sector retirement system(s) must provide the Plan Administrator written evidence of participation in other public retirement systems. A letter from the public sector retirement system(s) confirming that contributions have not been withdrawn must accompany the written evidence.

Section 2 – Sick Leave Conversion Formula

At separation, from County Fire service for reasons other than death, all eligible employees will be required to contribute the cash value of their unused sick leave balances to the Trust, in accordance with the conversion formula table below:

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

Section 3 – County Fire Contributions

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

Years of Continuous County Fire Service	Percentage
10 but less than 15 years	1%
15 but less than 20 years	1.25%
20 or more years	1.5%

Section 4 – Death

Upon the death of an active member 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 in accordance with the formula, above.

Upon the death of an eligible individual who was previously employed in covered units and separated from County Fire service and became a participant of the Trust, the surviving spouse, if any, shall become his/her beneficiary who shall be entitled to the rights and benefits under the plan for the spouse and any dependents of the participant. In the event there is no spouse, or upon the death of the surviving spouse, the beneficiary shall be the participant's remaining dependents, if any. If there is no surviving spouse or dependents of the participant, the amounts on deposit in the participant's account shall become the property of the Trust, which shall be used for purposes of the plan, including administrative expenses or funding of additional plan benefits, if any.

RETIREMENT SYSTEM CONTRIBUTIONS

Section 1 - Eligibility

Under the provisions of the County Employee's Retirement Law of 1937, all employees in regular positions who are scheduled to work for a minimum of 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 members of SBCERA at the time of hire. If this election is made, the employee will participate in the County's PST Deferred Compensation Retirement Plan. Said 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 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

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

Any employee retirement system contribution obligations shall be "picked up" for tax purposes only pursuant to this Section. The Auditor-Controller/Treasurer/Tax Collector has implemented the pickup of such retirement system contributions under Internal Revenue Code Section 414(h)(2).

County Fire 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 County Fire 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 -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 RATES AND STEP ADVANCEMENTS

(a) Step Advancements

New employees shall be hired at Step 1 of the established base salary range, except as

otherwise provided in this MOU. Variable entrance steps may be established if justified by recruitment needs with the approval of the Appointing Authority and the County's Human Resources Director.

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 pay periods. Approval for advancement shall be based upon completion of required pay periods 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."

Step advancements within a base salary range shall be based upon a one step increment for all employees. The employee shall be eligible for the first step advancement after completion of 1,040 service hours and subsequent step advancements after completion of 2,080 service hours.

Effective December 22, 2018, employees shall be eligible for step advancements after completion of increments of six months (13 pay periods), except as otherwise provided in the Range Restructure article. Employees must code at least seventy-two (72) paid hours in a pay period in order for it to count toward the 13 pay period step advancement increment. For example, an employee works 12 consecutive pay periods and codes at least 72 paid hours in each of those pay periods. The employee then codes only 40 paid hours in the next pay period. The employee would be required to work an additional pay period and code at least 72 paid hours before the employee is eligible to receive his step advancement.

Example:

Hire Step	1	2
After 13 pay periods*	2	3
After additional 13 pay periods *	3	4
After additional 13 pay periods *	4	5
After additional 13 pay periods *	5	6
After each additional 13 pay periods until the top of the range is reached*	6	7

*Assumes satisfactory work performance and Appointing Authority recommendation.

The County's Human Resources Director, in consultation with the Chief Executive Officer or his/her designee, may authorize 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.

The County's Human Resources Director 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.

(b) Salary Rate Adjustment

A salary rate (equity) adjustment is a change in the salary range assignment of an existing classification as a result of a classification/compensation study. Incumbent employees whose classification is assigned to a higher base salary range shall be placed on the step in the new range that is approximately a five percent (5%) salary increase, not to exceed the maximum step of the new range. The employee shall be eligible to advance to the next step, if applicable, upon completion of 6 months (13 pay periods) at the new range and step, in accordance with the requirements of the Merit Advances Article. Subsequent step advances shall be administered in accordance with the Salary Rates and Step Advancements and Merit Advances Articles.

SECTION 125 PREMIUM CONVERSION PLAN

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.

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.

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.

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 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.

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

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 Appointing Authority, or designee, shall establish the actual number of hours, which comprises the standard tour of duty for each position. Following Board approval of the MOU, County Fire shall establish a 48-96 work schedule for unit employees (i.e., 48 continuous hours on shift, followed by 96 continuous hours off shift). The Appointing Authority, or designee, may modify or change the number of hours in a standard day, tour of duty or shift for each position to meet the needs of County Fire. When the Appointing Authority or designee finds it necessary to make such modifications or changes, they shall notify the affected employee(s) indicating the proposed change prior to its implementation.

STATE DISABILITY INSURANCE

Employees shall pay the premium for State Disability Insurance through payroll deductions.

After coverage is available, all claims shall be filed directly with the State Employment Development Department by individual employees.

TEMPORARY PERFORMANCE OF HIGHER LEVEL DUTIES

Prior to the assignment of a probationary employee to a vacant higher level position, such probationary employee shall be notified in writing as to whether service hours to be worked in the higher level position will count towards completion of the probationary period in the (lower level) position in which the employee has not yet obtained regular status.

Employees directed to continuously perform the duties of a vacant higher level position, or employees who have been given the temporary assignment of a project involving the performance of more difficult duties and requiring a 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 this Article, temporary is defined as six (6) weeks or less. The duration of such assignments are not intended to exceed one (1) calendar year.

Eligibility Criteria – Employees will normally have regular status and not be in a probationary or trainee status; and there must be evidence of the employee's ability to competently perform the new assignment as determined by the County's Human Resources Director 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.

Assignment Criteria:

- (a) For the purposes of this Article, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be: (1) an unoccupied position due to

attrition; (2) a position from which the incumbent is on extended leave of absence; or (3) a new position authorized by the Board of Supervisors. The Appointing Authority certifies that the employee is assigned and held responsible to fully perform all of the higher level duties without limitation as to difficulty or complexity of assignments or consequence of action.

- (b) 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.

Compensation:

- (a) Compensation shall be awarded in pay period increments.
- (b) Employees performing the duties of a vacant higher level regular position shall be entitled to a salary rate increase to the higher level for the 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 Rate and Step Advancement and Merit Advancement Articles. 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.
- (c) Project compensation shall be in the form of a specified percentage of the employee's base pay. The County's Human Resources Director will determine the amount in increments of one-half percent ($\frac{1}{2}\%$) from a minimum of two and one-half percent ($2\frac{1}{2}\%$) up to a maximum of seven and one-half percent ($7\frac{1}{2}\%$). The bonus will be computed at the specified percentage of the current base pay of the employee for each pay period. The bonus shall be considered earnable compensation and shall be considered part of the employee's regular rate of pay for purposes of calculating overtime, if applicable. Such increases in pay shall not affect the employee's step advancement in the base range pursuant to the Article on "Salary Rates and Step Advancements."

Requests for Temporary Performance Compensation may be initiated by the Appointing Authority or an employee via the Appointing Authority. The Appointing Authority and the employee bear mutual responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this Article. It is important to obtain Human Resources 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 County's Human Resources Director's written approval, assignment of the greater level of duties, and signed acceptance by the employee.

Requests for Temporary Performance Compensation shall be reviewed by the County's Human Resources Director. Denial of compensation due to assignment (Assignment Criteria) shall not be subject to review, appeal, or the grievance procedure.

The provisions of this Article shall not be utilized to circumvent the provisions of or provide additional compensation over and above that which may be provided in the Article on "Classification." The Articles, "Temporary Performance of Higher Level Duties," and "Classification" are mutually exclusive concepts and as such there shall be no dual or multiple requests and/or appeals, where the latter is applicable for a single situation.

TERM

The term of this Memorandum of Understanding shall commence upon approval by the Board of Directors, and shall expire at 12:00 a.m. (midnight) of July 20, 2020. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. (midnight) of July 20, 2020, the terms and conditions of this Memorandum of Understanding shall continue in effect until a successor Memorandum of Understanding is approved by the Board of Directors or the dispute resolution procedure has been exhausted, whichever occurs sooner.

TIME AND LABOR REPORTS

Time and Labor Reports should normally be completed and signed by the employee. Employees shall be provided a copy of any Time and Labor report whenever said report is submitted without the employee's signature. Payroll representatives who handle Time and Labor Reports shall make every effort to contact the employee regarding any correction to the time shown on said reports and explain the reasons for the change before the report is submitted to the Auditor-Controller/Treasurer/Tax Collector's Office for processing. In all cases where corrections are made in the presence of the employee and accepted, the employee shall approve such corrections by signing a new Time and Labor Report. If time does not allow for this procedure because of the Auditor-Controller/Treasurer/Tax Collector's deadline, the payroll clerk shall notify the employee of the correction and that an adjustment will be made in a subsequent pay warrant. Unless otherwise provided in this Plan, time shall be reported in increments of full fifteen (15) minutes actually worked for pay purposes.

TUITION REIMBURSEMENT

County Fire has established a tuition reimbursement and membership dues procedure to encourage employees to pursue educational opportunities and involvement in organizations to enhance their contribution as County Fire employees and assist in their career development.

County Fire will establish a career development, training, and education fund of \$16,500 each fiscal year for use by employees in regular positions with at least twelve (12) months of County Fire Service.

These funds shall be available for use on a first-come, first served basis for reimbursement of tuition and community college registration fees, pursuant to the limits stated below, for career development courses or to reimburse membership dues in professional organizations provided such expenditure enhances the furtherance of County Fire.

Eligibility for reimbursement is contingent upon a pre-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 the course. Each employee shall be limited to one thousand, six hundred and fifty dollars (\$1,650.00) per fiscal year. Benefits under the Tuition Reimbursement article shall be pro-rated for job share and part-time employees.

UNION DUES

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

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

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

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

Any other County Fire payroll deductions shall be as agreed by the parties subject to the San Bernardino County Employee Relation Ordinance.

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

- (a) Local 935 shall defend, indemnify and hold harmless the County of San Bernardino, San Bernardino County Fire Protection District, and its officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of this Article. Upon commencement of such legal action, administrative proceeding, or claim, Local 935 shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against the County, the San Bernardino County Fire Protection District, or its officers and employees because of any application of this Article shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of Local 935 shall not diminish Local 935's defense or/and indemnification obligations under this Agreement.
- (b) County Fire, immediately upon receipt of notice of such claim, proceeding or legal action shall inform Local 935 of such action, provide Local 935 with all information, documents, and assistance necessary for Local 935 defense or settlement of such action and fully cooperate with Local 935 in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by Local 935.
- (c) Local 935 upon its compromise or settlement of such action or matter shall immediately pay the parties to such action all sums due under such settlement or compromise. Local 935, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.

USE OF COUNTY FIRE RESOURCES

Local 935 will be granted permission to use County Fire facilities for the purpose of meeting with employees to conduct its internal affairs during non-work hours, provided space for such meetings can be made available without interfering with County Fire needs. Permission to use County Fire facilities must be obtained by Local 935 from the Appointing Authority. Local 935 shall be held fully responsible for any damage to and the security of any County Fire facilities that are used by Local 935. No County Fire vehicles, equipment, time, or supplies may be used in connection with any activity of Local 935, except as may be otherwise provided in this Agreement or required by law.

Use of County Fire resources shall be limited to activities pertaining directly to the employer-employee relationship and matters within the scope of representation and shall not interfere with the efficiency, safety or security of County Fire operations. This Article and applicable provisions of County Fire's Employee Relations Ordinance shall govern use of County Fire resources.

VISION CARE INSURANCE

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

VOLUNTARY TIME OFF

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

- (a) VTO may be taken in the same manner as Annual Leave except that VTO must be used in one-hour increments and is limited to 80 hours per calendar year.
- (b) When VTO is taken, leave accruals continue as if the employee was on paid time. VTO time counts toward satisfying the minimum hour requirement to receive benefits, such as Medical Premium Subsidy, Dental 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, such as an employee on state disability insurance, or in conjunction with leave without pay
- (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 DISRUPTIONS

The parties agree that no work disruptions shall be caused or sanctioned by Local 935 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 concerted 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.

County Fire reserves the right to revoke all payroll deduction privileges of Local 935 during and after any period of such work disruption which is sanctioned or precipitated by Local 935 in accordance with County Fire's Employee Relations Ordinance.

APPENDIX A – Approval by Board of Directors

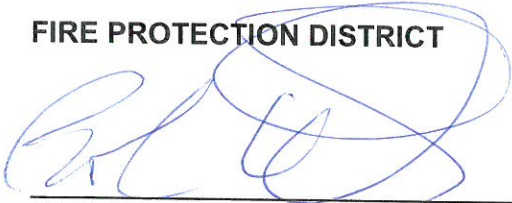
APPROVAL BY BOARD OF DIRECTORS

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

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

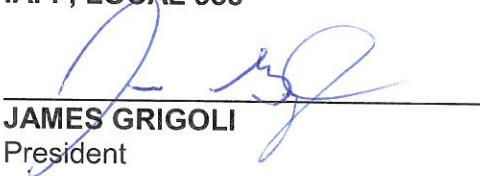
DATED: DEC 10 2018

**SAN BERNARDINO COUNTY
FIRE PROTECTION DISTRICT**



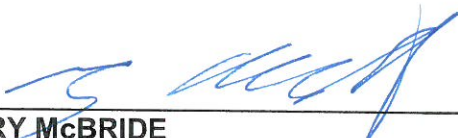
BOB WINDLE
County Labor Relations Chief

**SAN BERNARDINO COUNTY
PROFESSIONAL FIREFIGHTERS
IAFF, LOCAL 935**



JAMES GRIGOLI
President

RECOMMENDED FOR BOARD OF DIRECTORS APPROVAL:



GARY McBRIDE
Chief Executive Officer

BOARD OF SUPERVISORS

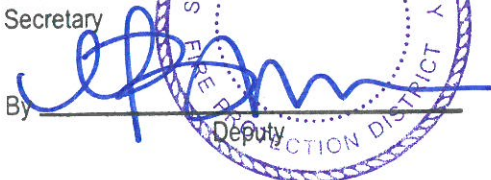


ROBERT A. LOVINGOOD
Chairman


DEC 18 2018

Date

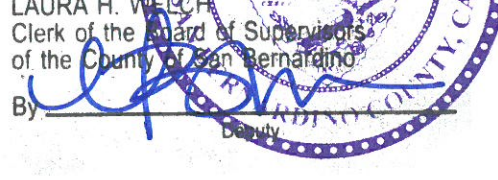
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
LAURA H. WELCH
Secretary



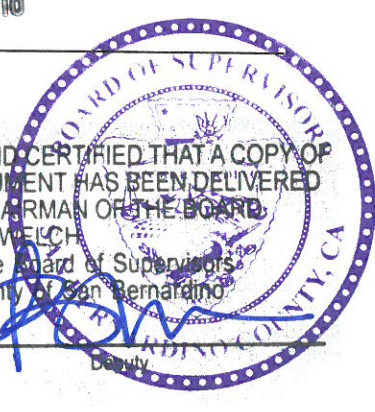
By _____
Deputy



SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
LAURA H. WELCH
Clerk of the Board of Supervisors of the County of San Bernardino



By _____
Deputy



APPENDIX B – Salary Classifications

Job Code	Classification	Salary Range
44825	Ambulance Operator - EMT (24-Hour Shift)	E1
44826	Ambulance Operator - Paramedic (24-Hour Shift)	P1
44827	Ambulance Operator - EMT (12-Hour Shift)	E2
44828	Ambulance Operator - Paramedic (12-Hour Shift)	P2

APPENDIX C – Salary Schedule

24-Hour Shift Salary Schedule															
Effective 07/21/2018															
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11			
E1	Base Hourly	11.40	11.68	11.97	12.27	12.58	12.90	13.20	13.55	13.87	14.22	14.60			
	Bi-Weekly*	1,459.20	1,495.04	1,532.16	1,570.56	1,610.24	1,651.20	1,689.60	1,734.40	1,775.36	1,820.16	1,868.80			
	Monthly*	3,161.60	3,239.25	3,319.68	3,402.88	3,488.85	3,577.60	3,660.80	3,757.87	3,846.61	3,943.68	4,049.07			
	Annual*	37,939.20	38,871.04	39,836.16	40,834.56	41,866.24	42,931.20	43,929.60	45,094.40	46,159.36	47,324.16	48,588.80			
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
P1	Base Hourly	12.59	12.91	13.21	13.57	13.89	14.23	14.61	14.96	15.33	15.73	16.12	16.51	16.93	17.35
	Bi-Weekly*	1,611.52	1,652.48	1,690.88	1,736.96	1,777.92	1,821.44	1,870.08	1,914.88	1,962.24	2,013.44	2,063.36	2,113.28	2,167.04	2,220.80
	Monthly*	3,491.63	3,580.37	3,663.57	3,763.41	3,852.16	3,946.45	4,051.84	4,148.91	4,251.52	4,362.45	4,470.61	4,578.77	4,695.25	4,811.73
	Annual*	41,899.52	42,964.48	43,962.88	45,160.96	46,225.92	47,357.44	48,622.08	49,786.88	51,018.24	52,349.44	53,647.36	54,945.28	56,343.04	57,740.80
Effective 12/22/2018															
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7							
E1	Base Hourly	13.00	13.29	13.60	13.96	14.29	14.65	15.04							
	Bi-Weekly*	1,664.00	1,701.12	1,740.80	1,786.88	1,829.12	1,875.20	1,925.12							
	Monthly*	3,605.33	3,685.76	3,771.73	3,871.57	3,963.09	4,062.93	4,171.09							
	Annual*	43,264.00	44,229.12	45,260.80	46,458.88	47,557.12	48,755.20	50,053.12							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8						
P1	Base Hourly	15.05	15.41	15.79	16.20	16.60	17.01	17.44	17.87						
	Bi-Weekly*	1,926.40	1,972.48	2,021.12	2,073.60	2,124.80	2,177.28	2,232.32	2,287.36						
	Monthly*	4,173.87	4,273.71	4,379.09	4,492.80	4,603.73	4,717.44	4,836.69	4,955.95						
	Annual*	50,086.40	51,284.48	52,549.12	53,913.60	55,244.80	56,609.28	58,040.32	59,471.36						

* Bi-weekly, monthly, and annual salaries presented in the above tables are based on a 48/96 work schedule for 24-hour Ambulance Operators (i.e., 2,912 scheduled work hours per year including 832 hours of overtime paid at 1.5 times the base rate of pay). **Important note:** A change from a 48/96 work schedule may impact biweekly, monthly, and annual salaries.

12-Hour Shift Salary Schedule															
Effective 07/21/2018															
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
E2	Base Hourly	14.60	14.95	15.32	15.72	16.11	16.50	16.92	17.33	17.79	18.22	18.68	19.14	19.61	20.12
	Bi-Weekly*	1,255.60	1,285.70	1,317.52	1,351.92	1,385.46	1,419.00	1,455.12	1,490.38	1,529.94	1,566.92	1,606.48	1,646.04	1,686.46	1,730.32
	Monthly*	2,720.47	2,785.68	2,854.63	2,929.16	3,001.83	3,074.50	3,152.76	3,229.16	3,314.87	3,394.99	3,480.71	3,566.42	3,654.00	3,749.03
	Annual*	32,645.60	33,428.20	34,255.52	35,149.92	36,021.96	36,894.00	37,833.12	38,749.88	39,778.44	40,739.92	41,768.48	42,797.04	43,847.96	44,988.32
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
P2	Base Hourly	17.37	17.82	18.26	18.73	19.20	19.67	20.17	20.66	21.18	21.70	22.25	22.81	23.38	23.97
	Bi-Weekly*	1,493.82	1,532.52	1,570.36	1,610.78	1,651.20	1,691.62	1,734.62	1,776.76	1,821.48	1,866.20	1,913.50	1,961.66	2,010.68	2,061.42
	Monthly*	3,236.61	3,320.46	3,402.45	3,490.02	3,577.60	3,665.18	3,758.34	3,849.65	3,946.54	4,043.43	4,145.92	4,250.26	4,356.47	4,466.41
	Annual*	38,839.32	39,845.52	40,829.36	41,880.28	42,931.20	43,982.12	45,100.12	46,195.76	47,358.48	48,521.20	49,751.00	51,003.16	52,277.68	53,596.92

* Bi-weekly, monthly, and annual salaries presented in the above tables are based on the average number of scheduled work hours for 12-hour Ambulance Operators (i.e., 2,184 scheduled work hours per year including 104 hours of overtime paid at 1.5 times the base rate of pay). **Important note:** A change in work schedule may impact biweekly, monthly, and annual salaries.