

**MEMORANDUM OF UNDERSTANDING**

**FIRE AUXILIARY SERVICES UNIT**

**&**

**FIRE AUXILIARY SERVICES SUPERVISORY UNIT**

**2023 – 2027**



**SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT**

**AND**

**TEAMSTERS LOCAL 1932**

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## RECOGNITION

### ELIGIBLE UNITS:

- ALL UNITS

Pursuant to the provisions of the Employee Relations Code of the County of San Bernardino Fire Protection District (Fire District) and applicable State law, the Teamsters Local 1932 (Teamsters) was certified, on April 7, 2020, as the exclusive recognized employee organization for Fire District employees in the Fire Auxiliary Services Unit and the Fire Auxiliary Services Supervisory Unit (collectively referred to as the "Units").

The Fire District hereby recognizes Teamsters Local 1932 as the exclusive recognized employee organization for the Units. The Units are comprised of those classifications listed in the Appendix B, and as may be modified consistent with the Employee Relations Code, subject to approval by the Board of Directors.

## ACCESS TO NEW EMPLOYEES

### ELIGIBLE UNITS:

- ALL UNITS

Consistent with applicable law, Teamsters Local 1932 shall be provided with a list of all new hires upon appointment to a classification in these Units represented by Teamsters Local 1932. The Fire District shall work with Teamsters Local 1932 to arrange a time for new hires to meet with Teamsters Local 1932 for up to 20 minutes upon request of Teamsters Local 1932.

## ACCESS TO PERSONNEL RECORDS

### ELIGIBLE UNITS:

- ALL UNITS

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

The Fire District recognizes Teamsters Local 1932's ability to obtain and/or review employee personnel records or data, balancing the employee's privacy interest and the Union's need for the requested relevant and necessary information.

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 maintained by either the Department of Human Resources, subject to legal constraints, at the sole discretion of Human Resources or upon the request of the employee or the appointing authority, and upon approval of Human Resources and the employee shall be so notified.

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

## ACCESS TO WORK LOCATIONS

**ELIGIBLE UNITS:**

- **ALL UNITS**

The parties recognize and agree that in order to maintain good employee relations, it is necessary for Representatives of Teamsters to confer with the Fire District employees during working hours.

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

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

The appointing authority or designated management representative may mutually establish with the Teamsters Representative reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. The Fire District shall not unduly interfere with Teamsters access right to work locations.

## ACCIDENTAL DEATH AND DISMEMBERMENT

**ELIGIBLE UNITS:**

- **ALL UNITS**

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	\$3,125
\$25,000	\$12,500	\$6,250
\$50,000	\$25,000	\$12,500
\$100,000	\$50,000	\$25,000
\$150,000	\$75,000	\$25,000
\$200,000	\$100,000	\$25,000
\$250,000	\$125,000	\$25,000

The Fire District 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 Fire District.



## ADMINISTRATIVE LEAVE

### ELIGIBLE UNITS:

- **FIRE AUXILIARY SERVICES SUPERVISORY UNIT**

Effective pay period 1 of each year, an employee in a regular position who is in paid status will be provided with forty (40) hours of Administrative Leave time for the employee's use.

An eligible employee in a regular position who is part-time or job-sharing shall be eligible for a prorated number of Administrative Leave hours based on regularly scheduled hours. Those employees appointed after Pay Period 1 shall receive a prorated number of Administrative Leave hours at the time of their appointment. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their appointment. Employees not in paid status (i.e., not coding paid hours) in pay period 1 shall receive a prorated number of Administrative Leave hours upon return to paid status. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their return to paid status. However, an employee who is not in paid status during the entire calendar year, i.e., not in paid status from pay period 1 through pay period 26, or 27(when applicable), shall not receive Administrative Leave for the calendar year(s) during which he/she was not in paid status. For example, if an employee is not in paid status from November of 2020 through February 2022, and then returns to paid status in March 2022, the employee shall receive a prorated sum of Administrative Leave hours for calendar year 2022 upon her return to paid status but shall not receive the calendar year 2021 Administrative Leave because the employee was not in paid status for the entire 2021 calendar year.

Employees may only submit amended Time and Labor Reports to charge Administrative Leave for pay periods in which another leave type was requested, approved and charged, if such amended TLRs are submitted within two (2) pay periods of the pay period to be amended, provided however, that Administrative Leave may not be substituted for Holiday Leave.

Such administrative leave may be cashed out at the employee's then current base rate of pay in increments of one (1) hour one (1) time during the calendar year to the extent that the hours would have accrued at the rate of 3.33 hours per month minus any hours used up to that time. Any administrative leave accrual balances in effect at the end of pay period 26 of each year (or if applicable, pay period 27) will automatically be paid at the employee's then current base rate of pay. Employee may designate that cash-out of administrative leave be allocated to the County's Section 457 (b) Deferred Compensation Plan consistent with the requirements and restrictions of such Plan. Upon termination of employment or appointment to a position in another occupational unit, unused administrative leave will be paid at the employee's current base rate of pay only by the amount of hours that would have been accrued at the rate of 3.33 hours per month minus the total number of hours previously used and cashed out.

## ANNUAL LEAVE

### ELIGIBLE UNITS:

- **FIRE AUXILIARY SERVICES SUPERVISORY UNIT**

Effective pay period 1 of each year an employee in a regular supervisory position who is in paid status shall be credited with forty (40) hours of annual leave for the employee's use. Employees hired after the beginning of pay period 1, shall be credited with a prorated number of Annual Leave based upon the annual rate of forty (40) hours (i.e., 1.54 hours per pay period, or any portion thereof). Annual leave will be separate from and in addition to any vacation or holiday leave. If any Annual Leave remains at the end of pay period 26 (27, when applicable), it shall not be cumulative into the next calendar year nor shall there be any conversion to cash.

An eligible employee in a regular position who is part-time or job-sharing shall be eligible for a prorated number of Annual Leave hours based on regularly scheduled hours. Those employees appointed after pay period 1 shall receive a prorated number of Annual Leave hours at the time of their appointment. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their appointment. Employees not in paid status (i.e.,

not coding paid hours) in pay period 1 shall receive a prorated number of Annual Leave hours upon return to paid status. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their return to paid status. However, an employee who is not in paid status during the entire calendar year, i.e., not in paid status from pay period 1 through pay period 26, or 27 (when applicable), shall not receive Annual Leave for the calendar year(s) during which he/she was not in paid status. For example, if an employee is not in paid status from November of 2020 through February 2022, and then returns to paid status in March 2022, the employee shall receive a prorated sum of Annual Leave hours for calendar year 2022 upon her return to paid status but shall not receive the calendar year 2021 Annual Leave because the employee was not in paid status for the entire 2021 calendar year.

Employees who are appointed to a position in a classification that does not contain an Annual Leave provision and who have been denied in writing the opportunity to use the leave due to work urgency shall receive in cash payment the prorated amount of Annual Leave from the start of pay period 1 to the date of the position change (i.e., 1.54 hours per pay period) minus any Annual Leave hours used up until that time. Where an employee has elected to use vacation leave in lieu of Annual Leave, the prorated annual leave shall be reduced by the number of vacation hours utilized. In those instances where an employee returns to the supervisory classification prior to the end of the calendar year, the Annual Leave for the remainder of the calendar year shall be credited on a prorated basis, i.e. 1.54 hours per pay period. This provision applies only to these specific circumstances and expressly excludes its application to any other set of circumstances.

Employees may only submit amended Time and Labor Reports to charge Annual Leave for pay periods in which another leave type was requested, approved and charged, if such amended TLRs are submitted within two (2) pay periods of the pay period to be amended, provided however, that Annual Leave may not be substituted for Holiday Leave.

## AUTHORIZED EMPLOYEE REPRESENTATIVES

### ELIGIBLE UNITS:

- ALL UNITS

### Section 1: Authorized Employee Representatives

If a Teamsters Business Agent is unavailable, Teamsters may designate employees as authorized employee representatives or alternates to represent employees in investigation interviews, in the processing of grievances, during disciplinary proceedings or as otherwise permitted by law, subject to the following rules and procedures:

- (a) Teamsters may designate at least one (1) authorized employee representative in each location for which the Fire District maintains a work force. Teamsters shall be entitled to designate two (2) alternates for each authorized employee representative, provided that these alternates shall be located at the same major location as their appropriate representative.
- (b) If there is no employee representative in this Unit at the work location, representation may be provided by an employee representative from another Unit, provided that rank and file employees are not represented by Supervisory Unit employee representatives or vice versa.
- (c) Teamsters will designate only employees who have obtained regular status.
- (d) Teamsters shall file with the affected Department Head, Department Human Resources Business Partner, and the Employee Relations Division Chief, a written list of all employees designated as authorized employee representatives and alternates, such list to be kept current by Teamsters.
- (e) Time spent during regularly scheduled work hours by an authorized employee representative or alternate in representing an employee shall only be compensated by the Fire District at such representative's or alternate's base rate of pay.

- (f) The Fire District vehicles and supplies may not be used. The Fire District telephones may not be used in implementing the provisions of this Article if such use would unduly interfere with the efficiency, safety, or security of the Fire District operations and result in telephone costs to the Fire District.
- (g) The parties shall arrange and be available for meetings, investigatory interviews, etc., within a reasonable period of time, taking into account such things as the nature of the offense and/or the circumstances (e.g., employee on ERL, employee seeking return to work, etc.).
- (h) Prior to conducting an investigative interview, the Fire District must inform the employee of the type of impropriety and allow the employee and the representative an opportunity to confer privately about the subject of the impending interview.

**Section 2: Handling of Grievances and Disciplinary Proceedings**

- (a) At the request of an employee, an authorized employee representative or alternate may investigate a formal grievance and represent the employee at the resulting proceedings or during disciplinary proceedings, including Skelly hearings.
- (b) Prior to participating in a grievance or disciplinary proceeding, the authorized employee representative or alternate and affected employee shall first obtain authorization from their immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of Fire District's operations. If the request is denied, the immediate supervisor will establish an alternate time convenient to the Fire District and employees when the authorized employee representative or alternate and affected employee can reasonably expect to be released from their work assignment. A denial of permission will automatically constitute an extension of the time limits established in the Grievance Procedure equal to the amount of the delay.
- (c) Employees must use the authorized employee representative or alternate assigned to their location and representation unit, except as otherwise provided herein.
- (d) Sections 1 and 2 of this Article do not preclude authorized employee representatives from bringing one additional steward to a meeting (e.g., a meeting at a step in the grievance process, an administrative interview, etc.) for the purpose of training; provided, however, that the scheduling of the meeting shall not be delayed by the trainee steward's unavailability and his/her presence is authorized by his/her supervisor and does not unduly interfere with the efficiency, safety, or security of Fire District's operations. Further, the Fire District shall be provided two working days advance notice of the trainee steward's anticipated presence unless a shorter period is agreed-upon or necessitated by circumstance (e.g., scheduled less than 2 days in advance, etc.). Any time spent by trainee stewards at these meetings shall be processed in accordance with the Union Leave article.

**Section 3: Employee Representative Committee**

Up to four (4) authorized employee representatives or alternates will be permitted to attend Employee Representative Committee meetings on Fire District's time; provided, however, that no such employee shall be released for more than two (2) hours per month. In January of each year of this Agreement, representatives of Teamsters and the Fire District will review the maximum number of attendees in this Section.

Monthly, Teamsters shall notify the Fire District of the employee representative who attended the previous Employee Representative Committee meeting.

## BILINGUAL COMPENSATION

### ELIGIBLE UNITS:

- ALL UNITS

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 the Human Resources Division 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.

## CLASSIFICATION

### ELIGIBLE UNITS:

- ALL UNITS

#### Section 1: Purpose

Classification review is a management tool to ensure the accurate reflection of tasks and duties involved in each Fire District position for the purpose of recruitment, compensation, and organizational structuring. The Fire District shall notify Teamsters in writing of all classification and salary changes to classifications allocated to a Teamsters Local 1932 Unit within two (2) working days after such changes have been approved by the Board of Directors. Whenever positions are subject to any change as a result of a classification review, such change will generally be determined by the Fire District within one hundred and eighty (180) to two hundred and forty (240) days of receipt of the classification review request, subject to the classification appeal procedure. The parties recognize that there may be instances when a Teamsters classification request review may exceed two hundred and forty (240) days, and in those instances the Fire District shall notify Teamsters of the anticipated duration of such review. New and revised classification specifications shall be furnished to Teamsters in a timely manner. Further, the Fire District shall provide Teamsters Local 1932 with periodic status updates on classification studies/reviews. Such updates shall generally coincide with Fire District's established submission deadlines (e.g., March and September). Finally, the Teamsters may contact the Human Resources Business Partner after receiving the final recommendations to seek any additional clarification.

#### Section 2: Implementation of Classification Study Results

##### (a) Upgradings

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

##### (b) 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 Director of Human Resources 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. Upon request, an employee with regular status occupying a position which has been downgraded shall be placed on an eligibility list for any classification equivalent to his/her former classification for a period of two (2) years. Equivalent classification is hereby defined as one requiring all of the following: (1) the same kind and amount of experience; (2) the same degree of skills, knowledge, and abilities; and (3) a salary level no higher than the employee's former classification.

(c) Salary Rate (Equity) Adjustment

A salary rate (equity) adjustment is a change in the salary range assignment of an existing classification as a result of a compensation study. Step placement for incumbent employees whose classification is assigned to a higher base salary range shall be determined as follows:

The employee 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. Service hours for the purpose of determining eligibility for the next merit advancements will not reset for employees receiving an equity adjustment. Subsequent step advances shall be administered in accordance with the Salary Rates and Step Advancements and Merit Advancements Articles of this Agreement.

**Section 3: Classification Appeals**

In recognition that classification appeals can impact the terms and conditions of employment for Teamster-represented employees, only Teamsters Local 1932 shall be permitted to file classification appeals. The burden of proof on any classification appeal rests with the appellant to establish why the recommended allocation is not appropriate. The content of and decision on classification appeals shall be restricted to consideration of the recommended and the requested classification. All classification appeals shall be limited to a discussion of duties and responsibilities performed at the time the position was studied.

Classification appeals are heard by a mediator with classification expertise. The decision of the mediator shall be advisory. If the decision of the mediator has an economic impact, the decision of the mediator shall be in the form of a recommendation to the Board of Directors for final action. The mediator shall follow the appeal procedure established by the Fire District and Teamsters, and provide written justification to the aforementioned parties on classification appeal recommendations. The cost of the mediator shall be split between the Fire District and Teamsters.

Step 1 – At the conclusion of the classification study, Human Resources will make a written recommendation to the appointing authority, unless the mediator's recommendation would have an economic impact. In such cases, the Board of Directors would take final action.

Step 2 – The appointing authority will notify position incumbent(s) of study results and the timeframes for filing an appeal.

Step 3

- (a) Teamsters Local 1932 may file a classification appeal individually or in groups provided that all positions represented were allocated to the same class and appealed to the same class. The appeal form should thoroughly explain why Teamsters Local 1932 believes that the allocation is not appropriate and why the requested class is more appropriate. Appeals must be based on the duties performed at the time the position was studied.
- (b) An appeal to a non-existent class must clearly show that no existing classification describes the duties and functional responsibilities of the position.

- (c) Disagreements on title of a class, or on the format and wording of class specifications, are not bases for an appeal. Requests for revisions will be presented in writing to Human Resources for review.
- (d) Revisions to a class specification may be appealed to the mediator in cases where it is alleged that a class specification was so significantly revised as to change the grade determinants of a class.
- (e) Disagreements on salary matters for new classifications are excluded from this procedure and will be considered in the context of the meet and confer process. The salary of a classification for which a technical title change has been approved by the Board of Directors is not appealable. No salary action can be taken on an existing classification to the meet and confer process that would have the effect of reopening this Agreement. Salaries for new classes will be set by management, unless changes are made by an appeal and recommended by the meet and confer process.
- (f) Disagreements on representation unit designations are excluded from this procedure.

Step 4 – Teamsters Local 1932 completes the Classification Appeal Form and files it within fifteen (15) working days of Board of Directors’ approval; or within fifteen (15) working days from the appointing authority’s notification to the employee.

Step 5

- (a) The appeal will be reviewed by Human Resources for changes in job duties or other substantial changes to the position description on which the allocation was based.
- (b) Human Resources staff will respond in writing to the Appeal within fifteen (15) working days. Copies of the response will be sent to Teamsters Local 1932.

Step 6 – A mandatory prehearing conference will be scheduled within a twenty (20) workday period from the date of Human Resources’ response. Teamsters Local 1932 and Human Resources staff will meet and attempt to reach a settlement. At the request of parties involved, additional personnel may attend to offer clarification of job duties performed by the appellant(s). If no resolution is reached at this conference, Teamsters Local 1932 and Human Resources will stipulate the issue(s) in dispute.

Step 7 – Following the prehearing conference, Human Resources staff and Teamsters Local 1932 will consider the information exchanged. Human Resources may revise its allocation recommendation, and appellant(s) may withdraw appeals.

Step 8 – Any additional supporting documentation must be filed with the mediator by both Teamsters Local 1932 and Human Resources staff fifteen (15) workdays subsequent to the prehearing conference. Lists of witnesses and all written materials/exhibits that are to be discussed at the hearing must be included in this final brief. All parties will receive copies of these briefs.

Step 9 – All of the aforementioned timeframes may be lengthened or shortened upon the joint concurrence of Human Resources and Teamsters Local 1932.

Step 10 – Appeals which have not been resolved through the preceding steps will be forwarded to the mediator.

Step 11 – Appeals presentations will be limited to the incumbent employees or spokespersons elected from the group, exclusive recognized employee organization staff representatives, and members of Human Resources staff. Witnesses may be heard for the purpose of clarifying technical aspects of job duties.

- (a) Prior to the appeal hearing, the mediator will have reviewed copies of the appeal documentation submitted by both parties.

- (b) Appellants will present arguments first. The burden of proof is with Teamsters Local 1932 why the recommended classification allocation is not an appropriate recommendation. Twenty (20) minutes will be allowed for presentation. Time not taken for presentation will be forfeited. Arguments should be centered around why the classification allocation was not appropriate and what classification would be the most appropriate.
- (c) Human Resources staff will present arguments. Twenty (20) minutes will be allowed for presentation of this argument. Time not taken will be forfeited.
- (d) At the conclusion of the arguments, the mediator will have the opportunity to ask questions.

#### Step 12

- (a) Decisions of the mediator will be limited to the class recommended by Human Resources or the class requested by the appellant on the Classification Appeal Form.
- (b) A written decision shall be given within thirty (30) days of the hearing, indicating the basis for the decision.

Step 13 – Following the appeal hearing, the mediator shall forward the written recommendations to Human Resources and Teamsters Local 1932. Both parties will be allowed a two (2) week review period prior to submission of the decision to the Board of Directors.

Step 14 – Parties will agree to support the recommendations of the mediator unless there is a failure to act in good faith in implementing the spirit and intent of these procedures.

Step 15 – This procedure shall remain in effect until it is changed through the meet and confer process. Requests for changes to the procedure may be presented at any time.

#### **Section 4: Annual Classification Evaluation Request**

Teamsters Local 1932 may submit a written request to Human Resources to evaluate the designated salary ranges for one (1) classification in the Fire Auxiliary Services Unit and one (1) classification in the Fire Auxiliary Supervisory Unit per year. Once a classification has been reviewed, that classification is no longer eligible for review during the term of the Agreement. Teamsters Local 1932 will thoroughly explain in their written request why the classification is appropriate for an evaluation and provide supporting information. Both parties understand that various factors are used as part of the evaluation process to include external county salaries, retention, vacancy, recruitment data, and internal classification relations (vertical and horizontal). The Fire District agrees to meet within 30 days of a Teamsters Local 1932 request to review the selected classifications to consider potential remedies.

If the parties have not reached mutual agreement within 90 days of the first meeting, unless a deadline extension is agreed upon, the parties agree to proceed to mediation. The mediator shall have classification expertise and the decision of the mediator shall be advisory. The decision of the mediator shall be made in the form of a recommendation to the Director of Human Resources for final consideration. The cost of the mediator shall be split between the parties.

This process is meant to be a standalone process and separate from other sections of this article.

## FIRE DISTRICT MANAGEMENT RIGHTS

### ELIGIBLE UNITS:

- ALL UNITS

All management rights and functions shall remain vested exclusively with the Fire District 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:

- The right to determine the mission and organizational structure of each of its agencies, departments, institutions, boards, and commissions.
- The right of full and exclusive control of the management of the Fire District; 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.
- The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.
- The right to change or introduce new or improved operations, methods, means or facilities; to reorganize 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.
- 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 the Union or employees covered by this Agreement, and the Fire District shall be free to exercise its rights under this provision without challenge from the Union or employees except where it can be demonstrated that such exercise is contrary to a specific limitation placed upon the Fire District in another Article of this Agreement.

## DEFERRED COMPENSATION

### ELIGIBLE UNITS:

- ALL UNITS

#### Section 1: Enrollment

All employees in the bargaining unit shall automatically be enrolled in the County's 457 Deferred Compensation Plan and contribute 1.00% of base salary to the plan, subject to all legal requirements and constraints. Prior to the first salary deferral deduction employees shall be provided a 30-day opt-out period during which no salary deferral deduction shall be taken. Thereafter, employees may opt-out at any time. The Human Resources Employee Benefits and Services Division shall establish the forms and guidelines for the salary deferral opt-out and administer the deduction according to the applicable Plan Document(s) and/or Human Resources Benefits procedures.

#### Section 2: Fire District Matching Contribution

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 Fire District's Section 457 (b) Deferred Compensation Plan will be matched by a Fire District contribution on the basis of one-half times ( $\frac{1}{2}x$ ) the



employee's contribution up to one-half percent (½%) of the employee's biweekly base salary. For example, an employee who contributes \$10.00 per pay period shall receive a Fire District contribution of \$5.00 per pay period, provided that the \$5.00 does not exceed one-half percent (½%) of the employee's biweekly base salary. The Fire District contributions to the Plan shall not be considered earnable compensation.

## DEFINITIONS

### ELIGIBLE UNITS:

- ALL UNITS

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

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.

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).

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, VAC, etc.) each pay period. Base hours paid does not include time without pay or disability payments such as State Disability Insurance or workers' compensation.

Calendar Year – Refers to pay period 1 through 26, or 27 when applicable, of the same year.

County – Refers to San Bernardino County.

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

Director of Human Resources – Refers to the incumbent in the 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.

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

Paid Hours – Shall mean hours actually worked or the use of accrued leave time such as vacation, sick, holiday, or compensatory time or Paid Time Off (PTO). It does not include unpaid hours or disability payments such as State Disability Insurance or workers compensation.

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

Regular Position – Refers to a position authorized by the Board of Directors 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.

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.

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. Time without pay, disability payments, Medical Emergency Leave and overtime hours do not count as service hours.

Fire District 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 the Fire Department or San Bernardino County employment.

Standard Tour of Duty – see Article “Standard Tour of Duty”.

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

## DEMOTIONS

### ELIGIBLE UNITS:

- ALL UNITS

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.

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.

A probationary employee who voluntarily demotes to a different classification from which the employee was promoted shall be placed on a step closest to, but not less than, their current base rate of pay on the salary range of the classification to which the employee demotes. However, if the salary rate is higher than the top step of the lower classification, the employee shall be placed at the top step of the base salary range of the lower classification.

An employee with regular status who voluntarily demotes to a lower classification shall be placed on a step closest to, but not less than, their current base rate of pay on the salary range of the classification to which the employee demotes. However, if the salary rate is higher than the top step of the lower classification, the employee shall be placed at the top step of the base salary range of the lower classification.

An employee who demotes to a trainee classification for which the journey level classification is higher than the classification he/she demoted from, shall be placed on a step closest to, but not less than, their current base rate of pay on the salary range of the classification to which the employee demoted. Employees whose current base rate of pay exceeds the top step of the salary range to which the employee demoted shall be placed on the “X” step and retain their current base rate of pay. Provided that the “X” step continues to be above the top step of the demoted classification range, the employee shall receive no future salary rate increases until the employee has promoted to the journey level classification.

An employee who demotes to a trainee classification for which the journey level classification is lower than the classification he/she demoted from shall be placed on a step closest to, but not less than, their current base rate of pay on the salary range of the classification to which the employee demoted, provided that the salary rate does not exceed the top step of the journey level classification. However, if the salary rate is higher than the top step of the journey level classification, the employee shall be placed at the top step of the base salary range of the lower journey level classification.

An employee whose position is downgraded as a result of a classification study may be placed on the “X” step in accordance with the provisions of the Article on “Classification, Section 2(b)” with the approval of the appointing authority and the Director of Human Resources.

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.

If the employee held prior regular status in the demoted to classification, the employee shall resume said status. If the employee did not have prior regular status in the classification, the employee shall be required to serve a probationary period, unless waived by the Director of Human Resources. When considering whether to waive the probationary period the Director of Human Resources will take into consideration many factors, including whether the classification the employee is demoting from has the same duties the classification the employee is demoting to, but is distinguished by higher level complexities (e.g., Programmer II to Programmer I).

## DEPENDENT CARE ASSISTANCE PLAN (DCAP)

### ELIGIBLE UNITS:

- ALL UNITS

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.

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

### ELIGIBLE UNITS:

- ALL UNITS

#### Section 1: Hazardous Materials Response Team Differential

An employee working in the classification of Assistant Fire Marshal Hazmat assigned to the Hazardous Materials Response Team shall receive a differential of \$295 for each pay period the employee is in paid status. Employees receiving this differential shall not be entitled to the "Hazardous Materials Differential" in Section 2 of this Article.

Employees shall not be paid the differential during any period the employee is on a leave of more than eighty (80) consecutive hours (e.g., sick, vacation for sick leave purposes, etc.), provided, however, that employees who, with the approval of the appointing authority, take a vacation of more than eighty (80) consecutive hours (e.g., vacation, holiday, comp time, etc.) excluding employees who are using paid leave time to extend their years of service prior

to retirement, shall be eligible to receive the differential.

**Section 2: Hazardous Materials Differential**

Employees working in the classification of Assistant Fire Marshal Hazmat and Hazardous Materials Technician I, II and III shall receive a differential of \$225.00 for each pay period the employee is in paid status for working on a regular basis with hazardous materials and the clean-up of such waste. Employees receiving this differential shall not be entitled to the “Hazardous Materials Response Team Differential” in Section 1 of this Article.

Employees shall not be paid the differential during any period the employee is on a leave of more than eighty (80) consecutive hours (e.g., sick, vacation for sick leave purposes, etc.), provided, however, that employees who, with the approval of the appointing authority, take a vacation of more than eighty (80) consecutive hours (e.g., vacation, holiday, comp time, etc.) excluding employees who are using paid leave time to extend their years of service prior to retirement, shall be eligible to receive the differential.

**Section 3: Emergency Medical Services Differential**

The Emergency Medical Services (EMS) Supervisor assigned to the Fire District’s Training Division shall receive a thirteen and one-half percent (13.5%) EMS Training Differential on all paid hours, excluding overtime, except absences of eighty (80) or more hours for sick leave purposes.

**Section 4: Longevity Pay 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 Fire District or the County. Longevity pay shall be paid on all paid hours up to an employee’s standard hours and shall be excluded when determining the appropriate rate of pay for a promotion or demotion.

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

Effective July 27, 2024, 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 Fire District or the County. Longevity pay shall be paid on all paid hours up to an employee’s standard hours and shall be excluded when determining the appropriate rate of pay for a promotion or demotion.

TOTAL COMPLETED SERVICE	COMPENSATION
20,800 Continuous Service Hours (10 years)	1.0%
31,200 Continuous Service Hours (15 years)	3.0%

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

**DISASTER SERVICE WORKERS**

**ELIGIBLE UNITS:**

- ALL UNITS

All employees covered by this MOU 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.

## DUAL APPOINTMENTS

### ELIGIBLE UNITS:

- ALL UNITS

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by the County's Director of Human Resources 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 the Fire District 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.

## DIRECT DEPOSIT (ELECTRONIC FUND TRANSFERS)

### ELIGIBLE UNITS:

- ALL UNITS

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 Director of Human Resources may allow an exception to this article. Any exceptions granted may be reviewed periodically for continuation, subject to the approval of the County's Director of Human Resources.

## EMPLOYEE RIGHTS

### ELIGIBLE UNITS:

- ALL UNITS

The following are employee rights:

- (a) The right of employees to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.
- (b) The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with The Fire District.
- (c) The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of an appointing authority, supervisor, other employees, or employee organizations as a result of their exercise of rights granted in this Article.

- (d) The right of Teamsters, upon its request and prior to implementation, to meet and confer with the Fire District Management on matters within the scope of representation.
- (e) Any settlement by the Fire District and an individual grievant not represented by Teamsters Local 1932 shall not be binding on Teamsters Local 1932 and will not be admissible in any grievance hearing.

## EXPENSE REIMBURSEMENT

### ELIGIBLE UNITS:

- ALL UNITS

Fire District employees shall be reimbursed for all expenses incurred in connection with the conduct of the Fire District business, including, but not limited to: travel, lodging, meals, gratuities, and other related costs. Payment for actual expenses is subject to the approval of the Fire Chief. Reimbursement for expenses for travel and subsistence will be 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 the Fire District, except as may be otherwise provided in this Agreement.

### Section 2: Responsibilities

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

### Section 3: Travel Authorization

- (a) 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 six (6) 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 through a "Travel Request", unless specifically approved in the department's budget.
- (c) The Fire Chief or designee shall initiate Travel Requests. The Chief Executive Officer and Auditor-Controller/Treasurer/Tax Collector shall be notified in writing of all such designees.
- (d) The Fire Chief or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this Article.

### Section 4: Authorization for Attendance at Meetings

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

inure principally to the benefit of the employee and only incidentally to the Fire District.

**Section 5: Records and Reimbursements**

- (a) Requests for expense reimbursement should be submitted once each month and within one year of the date that expense was incurred.
- (b) Unless otherwise provided in this Section, 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 (e.g., mileage to airport).
  - (3) Telephone and other communication-related charges including Wi-Fi and internet access fees if needed to conduct Fire District business.
  - (4) Other authorized expenses of less than one dollar (\$1.00).
- (c) Claims for expense reimbursement totaling less than one dollar (\$1.00) in any fiscal year shall not be paid.
- (d) Reimbursement shall not be made for any personal expenses such as, but not limited to: entertainment, barbering, alcoholic beverages, etc.
- (e) Except as otherwise provided in this Section, expense reimbursements shall be made on an actual cost basis.
- (f) If the receipt is unavailable, the employee may submit a signed statement with an explanation of expenses (i.e., itemized list of expenses with location, date, dollar amount, and reason for expenses) and an explanation as to why the receipt is unavailable.
- (g) Expense reimbursement shall be made via electronic fund transfer into the financial institution of the employee's choice or by pay card. Employees who fail to make arrangements for direct deposit shall receive reimbursements via pay card.

**Section 6: Transportation Modes**

- (a) The general rule for selection of a mode of transportation is that mode which represents the lowest expense to the Fire District. Where an employee is given the choice between several means of travel (e.g., use of a Fire District 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 Fire District vehicle, the employee shall not be entitled to any reimbursement. Similarly, if the cost of flying on an airplane is less than the cost of driving, the employee shall only be reimbursed for the amount the Fire District would have paid for the flight.
- (b) Travel via Private Automobile
  - (1) Reimbursement for the use of privately owned automobiles to conduct Fire District 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. The Fire District does not provide any insurance for private automobiles used on Fire District business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on Fire District business.
  - (2) When employees traveling on official Fire District 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 Fire District supervisor/manager approves such use. Rental Vehicles are covered for liability and vehicle physical damage under the Fire District's self-insurance program. Reimbursement will not be provided for the additional costs incurred if any employee purchases additional insurance or signs a Collision Damage Waiver (CDW) when renting a vehicle for Fire District business. Requests for reimbursement for gasoline for rental vehicles must be accompanied by a copy of the rental agreement or rental receipt and gasoline receipt.

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

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

(e) Travel via air

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

(f) Incidental Travel Expenses

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

**Section 7: Meals and Lodging**

- (a) Meals and lodging expenses shall not be allowed without prior approval of the Fire Chief or designee as necessary for the purpose of conducting Fire District business. Meal and lodging selections should represent a reasonable cost to the Fire District and be generally consistent with the rates established by the General Services Administration (GSA). Excess charges for meals and lodging greater than the amounts listed below in paragraphs (b) and (c) may be authorized under special conditions, such as a convention or conference requirement (e.g., lodging at the hotel where the conference is held) or if Fire District business requires lodging and meals in an area of unusually high cost (i.e., Non-Standard Areas as established by the GSA). Employees may be reimbursed for expenses in high cost areas for the actual cost incurred, but generally not to exceed the per diem amounts established by the GSA for that area and month. Receipts are mandatory to obtain reimbursement for all lodging expenses and, except as provided below, for all meal expenses claimed.
- (b) An employee may be reimbursed for lodging expenses at actual cost, generally not to exceed the standard lodging per diem rate established by the GSA, except as otherwise provided in Section 7 paragraph (a) of this



Article.

- (c) Except as otherwise provided in Section 7 paragraph (a) of this Article, reimbursements for meal expenses may be provided as follows:
- (1) Option 1: with receipts, an employee may be reimbursed for meal expenses at actual cost not to exceed eleven dollars (\$11.00) for breakfast; fifteen dollars (\$15.00) for lunch and twenty-four dollars (\$24.00) for dinner, plus tax and up to 15% gratuity.
  - (2) Option 2: without receipts, an employee may be reimbursed for meal expenses up to six dollars (\$6.00) for breakfast, nine dollars (\$9.00) for lunch and nineteen dollars (\$19.00) for dinner, plus tax and up to 15% gratuity.
- (d) Where the cost of a meal is included as part of a registration charge for an event (e.g., lunch at a conference or training seminar), an employee may not claim reimbursement for that meal.
- (e) 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, the Fire District 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 the Fire District employment, the Auditor-Controller/Treasurer/Tax Collector's Office may recover the amount advanced from the employee's pay.

#### **Section 9: Credit Cards**

The Appointing Authority may issue a Fire District credit card to an employee and require business expenses be paid with said card. Further, the Fire District 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 the Fire District. If the employee fails to reimburse the Fire District within fifteen (15) calendar days or prior to separation from the Fire District service, the Auditor-Controller/Treasurer/Tax Collector's office may recover any unauthorized charges from the employee's pay.

## **FITNESS FOR DUTY**

#### **ELIGIBLE UNITS:**

- **ALL UNITS**

The parties agree that physical and mental fitness of Fire District employees are reasonable requirements to perform the duties of the job and instill public confidence. Recognizing these important factors, the parties agree that during the term of this Agreement the Fire District, with reasonable cause, may require medical and psychological assessments of employee provided the Fire District pays and provides time off without loss of pay for such assessments. All such assessments shall be done by appropriately qualified health care professionals.

Medical and psychological reports shall be released to and retained by the 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 Fire District business.

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

## FLEXIBLE SPENDING ACCOUNT

### ELIGIBLE UNITS:

- ALL UNITS

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.

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

Employees who select the County-sponsored Blue Shield Access + HMO Plan, County-sponsored Kaiser Choice HMO Plan, or an equivalent Teamsters Local 1932-sponsored gold health plan and elect to enroll in the FSA shall be eligible for up to a \$10.00 per pay period match to the FSA to be credited on a quarterly basis.

- 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.

## FULL UNDERSTANDING, MODIFICATION AND WAIVER

### ELIGIBLE UNITS:

- ALL UNITS

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration therefore constitute the complete and total contract between the Fire District and Teamsters with respect to wages, hours, and other terms and conditions of employment. Any prior or existing Agreement between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. Therefore, the Fire District and Teamsters for the life of this Agreement, each voluntarily waives the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Agreement. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions. This article shall not act as a waiver of any reserved or customary Fire District's management rights or act as a waiver of

Teamsters' right to bargain the impact of Fire District's exercise of its exclusive management's rights if legally required to do so.

## GRIEVANCE PROCEDURE

### ELIGIBLE UNITS:

- ALL UNITS

#### **Section 1: Purpose**

The Fire District and Teamsters fully realize the importance of a viable Grievance Procedure to aid in the resolution of disputes among employees, supervisors, and management. It is recognized that conditions may arise which can create employee dissatisfaction, and that to maintain high employee morale and harmonious relations, an orderly method of processing grievances is necessary. This procedure is intended to establish a systematic means for obtaining answers and decisions regarding employee complaints. This procedure 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 Directors and Teamsters 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 Fire District employee.

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

A grievance is a disagreement between Fire District management and an employee, group of employees, or Teamsters concerning the interpretation, application, or alleged violation of a specific Article(s) of this Agreement. Teamsters may not independently submit or process a formal grievance, unless it alleges that at least one (1) employee within the Unit has suffered detriment as a result of the aggrieved contract provision. 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. Group grievances shall name all harmed employees and/or classifications and identify the departments and/or work locations of such employees. Where a group grievance is filed, one (1) employee in the group shall be selected by Teamsters to process the grievance. A grievant shall be entitled to Teamsters representation at any step under this Grievance Procedure.

#### **Section 3: Jurisdiction**

The Director of Human Resources, or designee, in consultation with the County Labor Relations Chief, shall have the sole authority within the Fire District structure to provide the official management interpretation or application to any and all provisions of this Agreement. The arbitrator has the final authority within the Fire District 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.

#### **Section 4: Exclusions**

In that only regular employees are covered by the Personnel Rules for Board-Governed Special Districts, any dispute which may arise between parties involving the application, meaning, or interpretation of the Personnel Rules for Board-Governed Special Districts shall be settled in accordance with the appropriate appeal procedure established in the Personnel Rules for Board-Governed Special Districts except as modified by the parties in this Agreement via Section 11 of this Article. All matters are excluded from this procedure which deal with the "Non-Discrimination" Article; "Fire District Management Rights" Article; the project compensation provisions of the "Temporary Performance of Higher Level Duties" Article; federal or state statutes, rules or regulations; or County Charter.

The appeal processes that include the Classification Appeal Procedure and the Memoranda of Understanding grievance adjudicatory process are mutually exclusive remedy bodies. Accordingly, there shall be no double or multiple requests or appeals for a same case/same set of circumstances where one adjudicatory body has rendered a decision on the same. 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 for any grievance, as defined in Section 2 of this Article.

Any grievance will be terminated once an Equal Employment Opportunity (EEO) complaint is filed on the issue being grieved.

**Section 5: Representation**

Aggrieved employee(s) may represent themselves, or may be represented by an authorized Teamsters employee representative, or by a Teamsters Labor Relations 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. The Fire District 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 of processing numerous similar grievances at one time, similar grievances shall be consolidated whenever possible.

**Section 7: Time Limitations and Notification**

Time limitations are established to settle a grievance quickly. Time limits may be modified only by agreement of the parties. If at any step of this Grievance Procedure, the grievant is dissatisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. For purposes of this Grievance Procedure, notification to a party may be given either personally, by U.S. mail, telephonically, by facsimile, 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, Employee Relations Division, if the parties jointly so agree. A copy of such agreements bearing the signature of the parties shall be filed with the Employee Relations Division of Human Resources.

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 filed on behalf of an individual employee(s) at the employee-supervisor level is required. The grievance must be submitted within fifteen (15) working days after the employee is aware of the conditions precipitating the grievance.

Step 1 – Immediate Supervisor. Initially the employee having a grievance shall on a personal face-to-face basis discuss the complaint with the immediate supervisor. At this step, it is the responsibility of the employee to inform the supervisor that he/she is initiating the grievance process. Within three (3) working days the immediate supervisor shall give the decision to the employee orally. If the immediate supervisor is not available, next in the chain-of-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 Employee Relations Division which shall

provide a detailed statement of the grievance, including dates, names, and places, applicable Agreement articles, and the specific remedy or action requested. The written grievance shall be filed in duplicate with the Employee Relations Division within five (5) working days of oral notification of the immediate supervisor's decision. The Employee Relations Division shall make a determination of whether the grievance is a matter for which the Grievance Procedure is appropriate after consultation with Teamsters. 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; (3) if the grievance alleges that a specific Memorandum of Understanding article(s) has been misinterpreted, misapplied, or violated; and (4) The matter complained of in the grievance is covered by a specific provision of the MOU. The determination and notification to the grievant and Teamsters will be made within five (5) working days of receipt of the grievance. If the Employee Relations Division determines that the grievance is not subject to this procedure, Teamsters 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 Employee Relations Division.

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.

Step 3 – Division/Section Level. If the grievance is accepted, or the parties agree to hold in abeyance any objections to the procedural and/or substantive grievability of the grievance, the grievant shall submit the written grievance to the division/section 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 – Employee Relations Division. If a mutually acceptable solution has not been reached, Teamsters or the grievant shall submit the written grievance to the Employee Relations Division 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 Director of Human Resources, or designee, in consultation with the County Labor Relations Chief, shall have full and final authority on behalf of the Fire District 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, Teamsters and the appointing authority.

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 Employee Relations Division by Teamsters within five (5) working days of notification of the decision by the Director of Human Resource or designee. At the same time and upon mutual agreement of the parties, the grievance may advance to mediation in accordance with Section 10 of this Article, while concurrently seeking an arbitrator. 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 with the agreement of Teamsters. The cost for hearing all grievances advanced to arbitration shall be split equally between the Fire District and Teamsters, including any cancellation fee if both parties are mutually responsible, otherwise the party responsible shall pay the entire cancellation fee.

Pre-arbitration conferences are to be mandatory and no grievances shall be forwarded to the arbitration process without the 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 Teamsters, grievances that occur during the term of this agreement that are not resolved at a prior step in the process can proceed to arbitration. The Employee Relations Division and the Teamsters employee representative shall select an arbitrator by mutual agreement. Where mutual agreement cannot be reached, the parties shall request a list of arbitrators from the State Mediation and Conciliation Service, and mutually select an arbitrator within ten (10) working days of receipt of 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 the Fire District on matters pertaining to the exercise of managerial discretion except where it can be shown by Teamsters that the Fire District abused its discretion.
- (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.
- (c) The arbitrator's decision shall be transmitted to the Employee Relations Division and Teamsters 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 there is a financial impact of greater than ten thousand dollars (\$10,000), in which case it shall be subject to approval of the Fire Board.
- (f) For grievance decision with financial impact of greater than two thousand five hundred dollars (\$2,500), the Employee Relations Division will submit the grievance decision to the next practicable meeting of the Fire Board. If the Fire Board 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 Employee Relations Division of Human Resources, Teamsters, and the grievant.

#### **Section 9: Unfair Labor Practices/Unit Changes**

Unfair labor practice charges shall be adjudicated by the California Public Employment Relations Board and unit modification and unit determination disputes shall be adjudicated pursuant to the County's Employee Relations Ordinance.

**Section 10: Mediation**

Prior to Step 5 – Pre-Arbitration. The parties (Director of Human Resources or designee and Teamsters) may by mutual agreement utilize mediation for grievances filed under the provisions of this Agreement. Additionally, prior to the Prehearing Conference provided for by the Personnel Rules, the parties (Director of Human Resources or designee and Teamsters) may by mutual agreement utilize mediation for disciplinary appeals accepted for hearing under the Personnel Rules of Board-Governed Special Districts. 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 is sought, are as follows:

- (a) The parties (Director of Human Resources or designee and Teamsters) shall exchange in writing the agreement to refer a specific grievance or disciplinary appeal to mediation.
- (b) The grievant/appellant shall have the right to be present, represented by Teamsters as the sole, exclusive bargaining agent.
- (c) The grievant/appellant shall have Teamsters as the singular spokesperson and the Fire District a representative from the Human Resources Employee Relations Division, 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, 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 agreement.
  - (5) The advisory opinion accepted in writing by the two (2) parties does not constitute a precedent and is not admissible as evidence in any future process governed by this Agreement or Personnel Rules.
- (f) Where possible the parties shall utilize the mediation services provided by the California State Mediation and Conciliation Service. In the event that the mediation process would result in fees for service rendered by the State or by use of a private hearing officer, such costs shall be equally divided between the Fire District and Teamsters.
- (g) The post-mediation process is restricted by the following:
  - (1) No person serving in the capacity as a mediator may serve as the hearing officer/arbitrator for the same case should the same be forwarded to arbitration or a Personnel Rules of Board-Governed Special Districts disciplinary hearing.
  - (2) No reference to a matter mediated may be utilized in a subsequent arbitration or hearing unless stated in

writing at a step prior to the mediation. The penalty for violation of this understanding shall be forfeiture of the hearing or appeal by the party violating the same.

(h) This procedure may be modified by mutual agreement of both parties.

### **Section 11: Disciplinary Hearings**

#### **(a) Formal Discipline**

Any appeal of a dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment shall be heard by a Hearing Officer selected pursuant to the procedures set forth in the Article titled "Hearing Officer" of this Memorandum of Understanding. The decision of the Hearing Officer in an administrative appeal of a punitive action shall be binding on all parties. Administrative appeal hearings conducted pursuant to this Article shall be conducted in accordance with the procedures set forth in Rule XI ("Disciplinary Actions") of the Personnel Rules for Board-Governed Special Districts (except that the selection and appointment of the Hearing Officer shall be made pursuant to the provisions of this Memorandum of Understanding rather than Section 7 of Personnel Rule XI).

#### **HEARING OFFICER**

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

#### **(b) Non-formal Discipline**

Counseling memos (e.g., Memos of Counseling, Personnel Reports, Records of Discussion, Memos of Concern or other such documents) and Letters of Reprimand are not subject to the Grievance Procedure or the appeal process provided in the Personnel Rules of Board-Governed Special Districts. However, if the employee believes certain facts were not considered or presented prior to him/her receiving the non-formal discipline, the employee may contact his/her supervisor as soon as possible to schedule a meeting to discuss reconsideration of the non-formal discipline. If a mutually acceptable solution has not been reached, the employee may submit a written rebuttal to the Human Resources Business Partner assigned to his/her department as soon as practicable and may request to schedule a meeting to discuss reconsideration of the non-formal discipline. Counseling memos and Letters of Reprimand shall only be used to determine the level of formal discipline imposed if the documents are directly related to the current discipline, or involve conduct of a serious or egregious nature (e.g., harassment, violent, threats, substance abuse, etc.).

Upon request from an employee, counseling memos shall be removed from the Official Personnel File provided that the employee has been free of any other counseling memos or other discipline for a period of five (5) years and that the counseling memo was not related to conduct of a serious or egregious nature (e.g., harassment, violence, threats, substance abuse, etc.). However, if the document is removed from the Official Personnel File, the Fire District will retain the document in a separate file for purposes of document retention and Fire District defense for potential legal matters including litigation.



The Fire District recognizes the importance of timely and appropriate disciplinary actions. Upon request from a Teamsters Supervising Business Agent, the Fire District (via the Human Resources Centralized Investigations Unit) shall provide the status of an employee's administrative investigation.

## HEALTHCARE TRUST

### ELIGIBLE UNITS:

- ALL UNITS

### Section 1: General Provisions

(a) Teamsters Local 1932 has established a healthcare trust (the "Trust") that offers medical coverage compliant with Internal Revenue Code (Code) section 4980H and the Affordable Care Act (ACA), dental coverage, and vision care coverage for active employees in the Fire Auxiliary Services Unit and Fire Auxiliary Services Supervisory Units (the "Bargaining Units") who are members of Teamsters Local 1932. Active employee is defined as an employee who has not terminated employment from the Fire District including those on paid status and on approved unpaid leave of absence.

(b)

(1) Newly Hired Teamsters Local 1932 Member: Newly hired active Bargaining Unit employees who are members of Teamsters Local 1932 may choose to participate in medical and prescription drug coverage, dental coverage, and vision coverage offered by either the Fire District or by Teamsters Local 1932 through the Trust. Teamsters Local 1932 members who select the Trust shall obtain medical, dental, and vision coverage through the plan(s) offered by the Teamsters Healthcare Trust.

The default medical enrollment for a newly hired Teamsters Local 1932 member who fails to select a medical plan upon hire shall be a plan offered through the Teamsters trust. Employees returning from a leave of absence who prior to their leave of absence select a Teamsters trust plan will continue to participate in the same plan in which they were previously enrolled.

(2) Newly Hired Non-Teamsters Local 1932 Member: Newly hired active Bargaining Unit employees who are not members of Teamsters Local 1932 and do not opt out or waive coverage shall participate in the medical and prescription drug coverage, dental coverage, and vision care coverage offered by the Fire District.

(3) Current Fire District Employees Hired Into a Teamsters Local 1932 Bargaining Unit and Teamsters Local 1932 Bargaining Unit Employees Returning from a Leave of Absence: Employees shall become eligible for coverage under the Trust as a result of moving from a bargaining unit not covered by the Trust to Bargaining Units covered by the Trust and becoming a member of Teamsters Local 1932 (i.e. an IRS qualifying life event). Once eligible, members of Teamsters 1932 will have the option to select either a Fire District-sponsored plan or a Trust-sponsored plan. The Fire District shall notify the Teamsters as soon as possible upon an employee promoting or demoting into a bargaining unit represented by Teamsters.

(c) Employees who are already enrolled in a plan at open enrollment, or who are opting-out/waiving, and who do not make a plan selection at open enrollment will maintain the plan they selected prior to the open enrollment, or be maintained as an opt-out/waive, as applicable.

(d) Employees shall become ineligible for coverage under the Trust as a result of moving into a bargaining unit not covered by the Trust (i.e., an IRS qualifying life event under the County's Section 125 Plan).

(e) If the Board of Directors is legally required to approve certain Trust-related items prior to implementation, it shall do so as soon as practicable. However, the Fire District cannot prevent the Trustees of the Trust from taking any actions the Trustees reasonably believe is in the best interest of the beneficiaries of the Trust unless

inconsistent with applicable law, this Article or the Medical, Dental, and Vision Coverage article in this MOU.

- (f) The parties will periodically review how the administration of the Trust is working, as necessary. The Trust has established a liaison between County HR Benefits and the Trust Administrator to address such concerns.
- (g) The Fire District reserves the right to discontinue the side-by-side health insurance coverage should an independent audit of the trust show serious deficiencies or compliance issues as determined by the Fire District. The Fire District will identify its concerns in writing and provide 120 days' notice that it will discontinue the Trust if the Trust is unable to remedy the serious compliance issues within 90-days of the Trust's receipt Fire District's notice of deficiency.
- (h) The Fire District shall have the ability to review Trust audit results and/or independently conduct its own audit of the Trust, including its operations, compliance, experience, utilization, rate setting documentation and supporting data, loss ratios, expenses, transactions, and financial results as they pertain to the Trust plan.
- (i) The Fire District shall have the ability to meet with Teamsters Local 1932, the Trustees, Trust Counsel, or the Trust Administrator, as applicable, to discuss any concerns it has with the Trust.
- (j) The Trust may not terminate its medical, dental, and vision coverage during the term of this Agreement. If the Trust or the health provider terminates medical, dental, or vision plan coverage, the Fire District will terminate its contribution for the applicable benefit 30 days prior to plan termination unless the Trust provides a suitable replacement plan such that employees are covered until coverage terminates. The Fire District must be notified at least 120 days prior to coverage termination.
- (k) The Trust agrees to maintain insurance coverages and shall name The Fire District as an additional insured on the Policy and shall defend, indemnify, defend (with counsel reasonably approved by the Fire District) and hold harmless the Fire District and its authorized officers, employees, and agents, harmless from any claims, loss, liability, cause of action or administrative proceeding, or legal action arising out of, or in any way related to, the Trust and/or the healthcare plans administered and/or provided pursuant to this Agreement.
- (l) The Trust shall cooperate with the Fire District and provide all necessary information to the Fire District within agreed upon or established timelines as set forth in the MOU, plan documents, applicable law, or pursuant to the Fire District's request in order for the Fire District to fulfill its compliance and regulatory obligations. To the extent allowed by applicable law, Trust shall be responsible for paying any penalties caused by its failure to comply with Trust reporting and compliance requirements. To the extent the Trust is not permitted under applicable law to fund such penalties, Teamsters Local 1932 shall take reasonable steps to seek reimbursement to the Trust from any vendors engaged by the Trust that may be responsible for failure to meet reporting and compliance requirements.
- (m) The Fire District will transmit eligibility files and contributions to the Trust on a bi-weekly basis for the purpose of plan administration for employees. Likewise, the Trust will provide the Fire District on a bi-weekly basis employees' plan elections (e.g., Employee Only, Employee + 1, or Employee + 2 or more). The Trust will be responsible for reconciling any billing discrepancies with their healthcare carrier plans.
- (n) All costs of providing and administering healthcare plans shall be the sole responsibility of the Trust; provided, however, the Fire District and Teamsters Local 1932 can discuss how part of the agreed-to medical subsidy can be allocated to Trust expenses, administrative costs, and/or reserves. The Fire District shall not be responsible for any cost of providing or administering said plans in excess of the amounts specified in this Agreement.
- (o) The Fire District shall continue to take deductions from employees' earnings in accordance with the Section 125 Plan of the Internal Revenue Code (IRS). In addition, the Fire District shall deduct the following amounts per participating employee from the transfer of premiums on a bi-weekly basis for ongoing administrative costs:

Plan Enrollment in Trust	Per Enrolled Employee Per Pay Period
Medical	\$0.70
Dental	\$0.50
Vision	\$0.10

- (p) Nothing in this article shall prevent the Trust from offering supplemental life, vision, and/or dental benefits to employees, the cost of which shall not be paid by the Fire District.
- (q) Teamsters Local 1932 shall be responsible for the Trust and the Third Party Administrator of the Trust’s plans complying with all provisions of this Article, and any other applicable agreements related to the Trust.

**Section 2: Eligibility and Enrollment**

- (a) Medical, dental, and vision plans provided through the healthcare benefit trust fund shall be made available by the Trust to all active employees in regular positions in the Bargaining Units who are members of Teamsters Local 1932.
- (b) The open enrollment period and plan year period for the Trust shall coincide with the Fire District’s open enrollment and plan year period. The Trust shall work closely with the Fire District in preparation for the Fire District’s plan year and production of open enrollment materials. The parties agree that both the Fire District and Teamsters Local 1932 may educate employees regarding the union’s Trust and the Fire District medical plan options. Additionally, Bargaining Unit members who are members of Teamsters Local 1932 may only change from a Fire District plan to a Trust plan or vice versa during open enrollment or certain IRS qualifying life events. Employees must sign and provide to the Fire District a written authorization for deductions via paper and/or electronic signature.
- (c) Employees shall become eligible for coverage under the Trust as a result of moving from a bargaining unit not covered by the Trust to the Bargaining Units covered by the Trust and becoming a member of Teamsters Local 1932 (i.e., an IRS qualifying life event). Once eligible, members of Teamsters Local 1932 will have the option to select either a Fire District-sponsored plan or a Trust-sponsored plan, Employees entering the Unit from another Unit who are already enrolled in a Fire District-sponsored plan and who do not make a plan selection upon entering the Teamsters Local 1932 Unit will maintain the plan they selected prior to entering the Unit.
- (d) All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in either a Fire District-sponsored medical/dental plan or a Teamster-sponsored medical/dental plan, unless the employee opts out or waives medical/dental insurance pursuant to the requirements of Section 2 of the Medical, Dental, and Vision Coverage article.

**Section 3: Healthcare Benefit Trust Fund**

- (a) The Trust shall maintain a healthcare benefit trust fund for the sole purpose of providing medical, dental, and vision plans alongside Fire District-sponsored medical, dental, and vision plans for employees in the Bargaining Units. Funds in said healthcare benefit trust shall not be co-mingled with other Union funds. The Trust shall be structured so that earnings in the Trust will be tax-exempt and benefits to employees will be tax-free to the extent possible under the tax rules. If the Trust is structured as a VEBA, a determination of its tax-exempt status shall be obtained from the IRS. If the Trust is structured as a Code section 115 Trust or in some other manner, an opinion from the IRS or from tax counsel competent in the employee benefits area of tax law shall be obtained that the structure reasonably may be treated as tax-exempt.
- (b) The healthcare benefit trust fund shall be administered by healthcare benefit Trustee(s) who shall serve in a legally recognized fiduciary capacity. The Trust shall maintain fiduciary liability insurance coverage for Trustees. The Fire District may request to be listed as an additional insured on an endorsement of Zenith American

Solution's (or any other administrator's) errors and omission policy.

- (c) For any Bargaining Unit employees who elect to participate in the Trust, the Fire District shall contribute to a healthcare benefit trust fund the amounts specified in the Medical, Dental, and Vision Coverage article for the sole purpose of offsetting employees' cost of medical and/or dental plan premiums and employee-only vision care premiums. In no case shall the contribution to the healthcare benefit trust fund exceed the cost of the medical, dental, and vision premiums for coverage selected through the Trust; provided, however, the Fire District and Teamsters Local 1932 can discuss how part of the agreed-to subsidy(s) can be allocated to Trust expenses, administrative costs, and/or reserves, (i.e. parties to meet and confer if Teamsters does not intend to apply all of Fire District's contributions to offset the cost of medical, dental, or vision).
- (d) If the Trust or the health provider terminates medical, dental, or vision plan coverage, the Fire District will terminate its contribution for the applicable benefit 30 days prior to plan termination unless the Trust provides a suitable replacement plan such that employees are covered until plan terminates.
- (e) The Trust will be responsible for all accounting practices relating to the disbursement of all trust funds. Accounting practices will be in accordance with industry standards for trust fiduciaries, including the prompt payment of any premiums due to health plan providers. To the extent that the Fire District may be required to obtain information from the Trust for purposes of completing its annual financial statements, the Trust will cooperate in providing necessary information.
- (f) The Trust will be responsible for all policies relating to the investment of trust funds, including reserves. Investment practices will be in accordance with industry fiduciary standards and best practices. The parties agree that pursuant to Section 5(d) of this article, they shall meet and confer to discuss the investment policy statement.
- (g) The parties agree that the Fire District, to include its officers, employees, or agents, shall have no responsibility or liability for the accounting decisions and practices of the Trust or for the investment decisions related to trust funds (including reserves).

#### **Section 4: Compliance with Law**

- (a) The Trust shall comply with all laws applicable to medical, dental, and vision plans and/or healthcare trust funds and the administration and management thereof.
- (b) In the administration and provision of medical, dental, and/or vision plans, the Trust shall comply with COBRA, HIPAA, ACA, and all other applicable state and federal laws and regulations to the same extent the Fire District would be required to comply. The Fire District and Trust will work together to ensure compliance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) and the Trust's plan(s) shall accept retroactive enrollments and corrections (COBRA and Active) within 120 days.
- (c) Teamsters Local 1932 shall defend (with counsel reasonably approved by the Fire District), indemnify and hold harmless the Fire District and its officers, employees, and agents, including the Fire District's designated trustees, from any claim, loss, liability, cause of action or administrative proceeding arising out of this Article or from any and all decisions and actions made by the Trust, the Trustees and Teamsters Local 1932 in relation to the Trust.

#### **Section 5: Meet and Confer Provisions**

- (a) At the request of the Fire District, the parties will meet and confer on any Trust-related issues as necessary. The parties shall meet and confer on any substantial changes in plan design, insurers, or other vendors to the Teamsters-sponsored healthcare plans or the Trust structure (e.g., a change in stop loss carrier or policy provisions, a change in Trust governance or the personnel involved in governance, the adoption or modification of charter documents, etc.).

- (b) Current retirees are not eligible to participate in the Trust. Teamsters Local 1932 shall meet and confer with the Fire District prior to permitting new retirees (i.e., those who retire after establishment of the Trust) to participate in the Trust and, if agreed to by the parties, the Trust shall establish different (i.e., non-blended) plans and premium rates for active employees and retirees.
- (c) If the Teamsters Local 1932 proposes to implement a self-insured medical, dental, and/or vision plan, parties agree to meet and confer prior to the implementation.
- (d) The Fire District and Teamsters Local 1932 shall meet and confer prior to the issuance of on an investment policy statement relating to the investment of trust funds, including reserves.

Upon the request of Teamsters Local 1932, the Fire District agrees to meet and confer with Teamsters Local 1932, subject to the requirements of the Meyers-Milias-Brown Act and any applicable laws, to discuss any proposed modification for participation/funding/eligibility in the Fire District's RMT or participation/funding/eligibility of any agreed-upon retiree health component of the Teamsters-sponsored Healthcare Trust.

#### **Section 6: Retiree Component of Teamsters Healthcare Trust**

- (a) Establishment. The parties have completed the agreed-upon meet and confer provisions pursuant to Section 5 of the Healthcare Trust article of the Teamsters Local 1932 Fire Auxiliary Services Unit and Fire Auxiliary Services Supervisory Unit and have mutually agreed that Teamsters shall take appropriate steps to establish a retiree health component ("Retiree Trust") under the existing Teamsters Local 1932 Health and Welfare Trust Agreement ("Trust Agreement"). The Trust Agreement is a Teamsters-sponsored trust that constitutes a voluntary employees' beneficiary association (VEBA) under section 501(c)(9) of the Internal Revenue Code. The Retiree Trust will provide eligible retirees of a Teamsters-represented bargaining unit without regard to union membership with certain healthcare benefits, the terms of which are summarized in paragraph (b) below.
- (b) Retiree Trust. Teamsters acknowledges that (i) the County is not a party to any part of the Trust Agreement, including but not limited to the Retiree Trust, (ii) the County is not subject to the terms of the Trust Agreement or any union welfare benefit plan or other arrangement funded by the Trust Agreement, and the County has no responsibility or authority whatsoever for providing or overseeing any benefits provided under the Trust Agreement or any such plan or arrangement, (iii) the preceding statements will continue to apply on and after the County's adoption of and expiration of this Section 6, and (iv) the County's sole obligation under this Section 6 is to distribute employee contributions to the Retiree Trust in accordance with paragraph (c) below.

Subject to the preceding paragraph, certain features of the Retiree Trust under the Trust Agreement are summarized below. Teamsters agrees that if at any time the provisions summarized below differ from or are inconsistent with the Retiree Trust (or any welfare benefit plan or arrangement funded by the Retiree Trust), or if the Trust Agreement's VEBA status is at issue or under investigation by any federal or state enforcement authority, Teamsters shall notify the County in writing as soon as administratively practicable but no later than fourteen (14) days from the effective date of any of the issues described above. In addition, Teamsters agrees to provide advance written notice to the County regarding any changes to the Retiree Trust's terms, including but not limited to any significant change affecting benefits funded by the Retiree Trust.

- (1) Benefits. The assets of the Retiree Trust are dedicated to providing retiree healthcare benefits to eligible retirees and paying the administrative expenses incurred by the Retiree Trust (or any welfare benefit plan or arrangement funded by the Retiree Trust). The benefits will meet the definition of coverage under section 106 of the Internal Revenue Code. In accordance with section 106, the benefits may be in the form of reimbursement of eligible healthcare expenses ("Retiree Subsidy") or retiree healthcare coverage. Furthermore, the benefits will conform to the following provisions:
  - (i) Should the Retiree Trust offer coverage to retirees under a direct contract with an insurer(s) or provide self-funded retiree healthcare coverage, eligible retirees are not required to enroll in healthcare

coverage through the Retiree Trust in order to be eligible for the Retiree Subsidy (e.g., retirees enrolling in coverage through the individual marketplace, retirees living outside service area).

- (ii) The amount of the Retiree Subsidy will be determined annually and will be a fixed dollar amount (i.e., not a percentage of premium). The amount of the Retiree Subsidy shall be based on available funding and may vary (increase or decrease) from year to year. As such, there will be no guarantee of any fixed subsidy amount or any guarantee that a certain percentage of premium costs shall be paid.
  - (iii) For purposes of establishing premium rates for any health insurance coverage provided under the Retiree Trust, should the Retiree Trust offer coverage to retirees under a direct contract with an insurer(s) or provide self-funded retiree healthcare coverage, the Retiree Trust will not blend active employees and retirees to determine a single premium rate for the combined group of active employees and retirees. The retiree population will be rated separately from active employees to determine the healthcare insurance premium rates for eligible retirees. As such, active employees will not implicitly subsidize the premiums of retirees.
- (2) Eligibility. Participation in the Retiree Trust, including eligibility for the Retiree Subsidy, will only be available to eligible retirees who retire (i.e., terminates and refrains from full time employment for wages or profit and is eligible to begin pension benefit payments from SBCERA) following the effective date (anticipated to be July 1, 2023) of the Retiree Trust **AND** meet the following requirements:

Eligible retirees must have been (1) active County employees in a Teamsters-represented bargaining unit immediately preceding their retirement (i.e., did not defer retirement) and contributed to the Retiree Trust OR (2) were active County employees immediately preceding their retirement but not in a Teamsters-represented bargaining unit, provided they were previously in a Teamsters-represented unit for a minimum of 10 years and contributed to the Retiree Trust, OR (3) previously worked for the County in a Teamsters-represented bargaining unit for at least 20 years and deferred their retirement for a maximum deferral period of 2 years and contributed to the Retiree Trust. An eligible retiree is considered to have “contributed to the Retiree Trust” if they have contributed to the Retiree Trust as defined in section 6 (c) Employee Contributions.

Retirees will not be eligible for healthcare coverage under the Retiree Trust and will not be eligible for the Retiree Subsidy upon becoming eligible for Medicare. However, nothing is intended to preclude the Retiree Trust from providing supplemental coverage and/or a subsidy for Medicare-eligible employees in the future. Similarly, the Retiree Trust may also establish a subsidy for certain otherwise eligible retirees who were hired before March 31, 1986 and are not eligible for Medicare coverage. Any benefit improvements will be solely funded by the Retiree Trust.

Eligibility for this Retiree Trust for all individuals is ultimately governed by the Plan Rules of the Teamsters Local 1932 Health and Welfare Trust Retiree Plan and may differ from the rules in this MOU, for the complete Plan Rules individuals should contact the Retiree Trust.

- (3) Expenses. Any fees or expenses associated with the Retiree Trust (or any welfare benefit plan or arrangement funded by the Retiree Trust) will be paid by the Retiree Trust.
- (c) Employee Contributions. Through an agreement between the parties, Teamsters-represented bargaining unit employees previously elected to (1) defer one percent (1.00%) of their across the board salary increase of an employee’s base rate of pay effective July 30, 2022, and (2) defer an additional one-half percent (0.50%) of their across the board salary increase of an employee’s base rate of pay effective February 25, 2023, resulting in a combined deferral of one and a half percent (1.50%) beginning February 25, 2023. The deferred employee contributions from July 30, 2022, through August 11, 2023 will be transferred to the Retiree Trust by September 30, 2023. The second and final deferred employee contributions from August 12, 2023 through September 22, 2023, will be transferred to the Retiree Trust by October 13, 2023.

Effective the pay period beginning September 23, 2023, the deferred one and a half percent (1.50%) across the board salary increases of an employee's base rate of pay, shall be restored to all classifications covered by the MOU. Subsequently, a deduction of one and a half percent (1.50%) of wages shall be deducted on a bi-weekly pre-tax basis from the employee's pay warrant. The County shall transfer these mandatory employee contributions on a bi-weekly basis to the Retiree Trust. The employee contributions shall not increase or decrease based on the cost of healthcare premiums, amount of the Retiree Subsidy, or coverages offered by the plans in the Retiree Trust. Under no circumstance shall the County be obligated to deduct from an employee's pay warrant any amount greater than this fixed percentage of an employee's base rate of pay. "Wages" for purposes of this article shall be defined as all earnings (including Modified Benefit Option) minus any flat rate differentials.

- (d) Grievance. No aspect of the Trust Agreement, including but not limited to the Retiree Trust component or any benefit provided through or funded by the Trust Agreement or Retiree Trust component is subject to review through the Grievance Procedure.
- (e) Applicability of Provisions of Prior Sections to Retiree Trust. It is expressly understood that the Retiree Trust is subject in the same manner as the sub-trust holding funds related to active members, including but not limited to the following provisions of the Healthcare Trust Article in the Fire Auxiliary Unit and Fire Auxiliary Supervisory Unit: Sections 1(f); 1(g) and 1(i) in that the review of administration and the ability to audit the Healthcare Trust may include reviews of administration and audits of the Retiree Trust component separately and at different times from reviews of administration and audits of remainder of the Healthcare Trust; 1(j); 1(k) in that to the extent the Trustees determine to terminate the healthcare coverage for retirees, the County would be notified of such termination 120 days prior to the date of termination; 1(l) in that the insurance coverages maintained by the Healthcare Trust which names the County as an additional insured on the Policy shall cover the Retiree Trust portion of the Healthcare Trust and the Healthcare Trust shall defend, indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, and agents, harmless from any claims, loss, liability, cause of action or administrative proceeding, or legal action arising out of, or in any way related to, the Healthcare Trust, including the Retiree Trust component and/or the healthcare plans administered and/or provided under the Healthcare Trust, including benefits provided to retirees pursuant to this Section 6.; 1(l); 1(n); 1(q); 3(a) is understood to include the Retiree Trust that is being added pursuant to Amended Resolution No. 1 to the January 14, 2020, Trust Agreement for the Teamsters Local 1932 Health and Welfare Trust; 3(b); 3(e); 3(f); 3(g); 4(a); 4(b); 4(c) in that the Teamsters Local 1932 shall defend (with counsel reasonably approved by the County), indemnify and hold harmless the County and its officers, employees, and agents, including the County's designated trustees, from any claim, loss, liability, cause of action or administrative proceeding arising out of the terms of the Retiree Trust or from any and all decisions and actions made by the Retiree Trust, the Trustees and Teamsters Local 1932 in relation to the Retiree Trust portion of the Healthcare Trust ; 5(a); 5(c); and 5(d). The County further agrees that it will act diligently in its obligations to meet and confer under Section 5 of the agreement. Furthermore, nothing in Section 5 will preclude the Trustees from taking such actions as required by the Trustees' fiduciary obligations.

## HOURS OF WORK

### ELIGIBLE UNITS:

- **FIRE AUXILIARY SERVICES SUPERVISORY UNIT**

Employees shall be required to work during such hours as necessary to carry out the duties of their position, as designated by the appointing authority, and such hours may be varied so long as the work requirements and efficient operations of the Fire District are assured.

Notwithstanding any other provisions of this Agreement, the Chief Executive Officer may authorize overtime compensation at straight time or time and one-half rates at any time (including retroactively for emergencies as defined in Section 13.022(h) of the County Code) to be paid to any employee in order to carry out the intent of a Board-approved program, to respond to an emergency, or to compensate for hours of work performed above that

normally expected of such employee.

Employees in regular positions in these units are considered to be salaried for purposes of the Fair Labor Standards Act (FLSA). If, as a result of changes in legislation, federal regulations, or court decisions, employees are considered to be non-salaried, the Fire District and Teamsters will meet and confer concerning changes to return the employees to salaried status.

Deductions from the pay of employees in these units for disciplinary and other reasons shall be made in a manner consistent with FLSA regulations. For example, employees covered by this Article who are disciplined by a suspension without pay shall only receive such suspension in increments of one (1) or more full days. Alternatively, an appointing authority may discipline an employee covered by this Article via a deduction of accrued leave time. The accrued leave time is limited to vacation, holiday, annual or administrative leave. Deductions of accrued leave time may be made in increments of less than one (1) work week. Any disciplinary action imposed under this Article is subject to appeal under the Personnel Rules of San Bernardino Board-Governed Special Districts. Employees shall not be disciplined by a reduction in step.

**ELIGIBLE UNITS:**

- **ALL UNITS**

The Fire District agrees to meet and confer regarding the impact to employees covered by this agreement due to a disaster or emergency. During the meet and confer process, the Fire District may consider potential options (e.g., flexible schedules, use of leave accruals, telecommute, etc) to mitigate the impacts of a disaster or emergency to employees depending on the nature of the event.

## IDENTIFICATION CARDS

**ELIGIBLE UNITS:**

- **ALL UNITS**

The Fire District 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 Fire District business and in connection with such business shall produce cards for inspection to any Fire District or County official. Employees shall surrender such cards upon separation from employment.

## IMPLEMENTATION

**ELIGIBLE UNITS:**

- **ALL UNITS**

This Agreement constitutes a mutual agreement by all parties 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.



## JOB SHARING AND PART-TIME EMPLOYMENT

### ELIGIBLE UNITS:

- ALL UNITS

At the discretion of the Appointing Authority or designee, an employee may be allowed to job share or to work on a part-time basis in a regular position. Job share is defined as two employees sharing one regular position. Part time employment is defined as an employee working in a regular position that is scheduled for less than eighty (80) hours per pay period.

Benefits for job sharing and part-time employees shall be as provided in the appropriate Section. Each employee shall be notified in writing by the Appointing Authority or designee at the time of appointment and such notification will clearly define the benefits to which each employee is entitled.

All benefits for job sharing and part-time employees shall be pro-rated on regularly scheduled hours except as may otherwise be provided in a specific article. For 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. Benefits not subject to proration include the following Leaves: Blood Donation, Examination Time, and Bereavement. Further, where a specific article provides a minimum hour requirement (e.g., must be full-time, or scheduled hours) job sharing and part-time employees shall be required to meet the minimum hour requirement in order to receive the benefit. For example, to be eligible to enroll in a medical and dental plan offered by the Fire District an employee must be in a regular position and scheduled to work for a minimum of forty (40) hours per pay period. Therefore, job sharing and part-time employees in regular positions scheduled less than forty (40) hours per pay period would not be eligible to enroll in a medical and dental plan offered by the Fire District.

The Appointing Authority may discontinue part time or job sharing status with a written notice at least two (2) pay periods prior to the effective date of the change.

## LABOR MANAGEMENT TASK FORCE

### ELIGIBLE UNITS:

- ALL UNITS

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

To this end, the parties agree that Labor-Management Task Forces comprised of equal numbers of management and employees shall be created as necessary to address issues which affect the efficient and effective delivery of public services appropriate to each department and Unit employees. The purpose of such task force(s) shall be to:

- (a) Review and provide input on proposed departmental policies and procedures.
- (b) Develop, review, and prioritize work simplification project proposals.
- (c) Develop and review solutions to specific program problems.
- (d) Review workload/caseload distribution.

The composition of each task force shall be determined by the appointing authority in conjunction with the Employee Relations Division of the Human Resources Department and the Union. The chairperson(s) of each task force shall be selected by the appointing authority. Meetings will be held as often as necessary to discharge the functions of each task force. Each task force will establish reasonable time frames for the accomplishment of its

charges. Recommendations of each task force will be arrived at by consensus and shall be submitted in writing to the appointing authority and/or County Administrative Office, as appropriate, for final review and action. Each task force shall not have any right or authority to abrogate representation rights of Teamsters, Fire District management rights, or the authority of the County Administrative Office or the Board of Directors on matters which require the Board's approval.

## LAYOFF

### ELIGIBLE UNITS:

- ALL UNITS

### Section 1: General Provisions

- (a) "Layoff" Definition – A layoff is the involuntary separation longer than thirty (30) days or reduction of a regular employee to a position in a lower classification without fault of the employee. Layoff applies only to regular positions. A layoff occurs only when there is a surplus of employees, a position is identified and authorized for deletion, or when funds are withdrawn from a previously funded position.
- (b) "Temporary Layoff" Definition – An involuntary separation not to exceed thirty (30) consecutive work days. Prior to temporary layoff, the employee(s) and Teamsters Local 1932 shall be given fifteen (15) days advanced notice. Temporary Layoff applies only to regular positions. At the conclusion of a temporary layoff the employee(s) shall be returned to his/her former classification in the same department.

### Section 2: Notification

Whenever an appointing authority believes that a layoff will be necessary, the appointing authority shall submit a layoff plan to the Director of Human Resources for approval. The layoff plan shall include the anticipated number, classification, and position number of employees to be laid off and seniority list by classification of all affected employees. Teamsters Local 1932 shall be provided with a copy of the layoff plan immediately upon approval by the Director of Human Resources. Once such a plan is approved, and an affected employee receives formal notification providing options of alternate positions, if applicable, the employee shall be entitled to three (3) work days to return decision to the appointing authority or designee. Employees shall receive fifteen (15) days notification prior to layoff.

### Section 3: Order of Layoff

Layoffs as defined in Section 1(a) of this Article shall be made by classification within a department at the time of layoff.

- (a) Layoffs among regular employees shall be made on the basis of seniority determined by the employee's current beginning (hire) date of continuous service in a regular position with the Fire District. In the event of a tie in total time of continuous the Fire District service in a regular position with the Fire District between two (2) or more employees, the order of layoff shall be determined on the basis of total time of continuous Fire District service in that particular classification. In the event of a tie in total time of continuous Fire District service in that particular classification between two (2) or more employees, the order of layoff shall be determined by lot.
- (b) Before any reduction in the work force of regular employees occurs, all extra-help, recurrent, provisional, probationary, unclassified or other individuals without regular status in the affected classifications within the affected department shall be terminated. For purposes of layoff, trainees and most recently hired dual appointments shall be treated the same as probationary employees. Employee status will be determined as of the date the layoff plan is approved by the Director of Human Resources.
- (c) Probationary employees and employees assigned to a vacant higher level position, pursuant to the Temporary Performance of Higher Level Duties Article, who have regular status in another classification, shall be returned to their former classification where they will be subject to layoff under provisions applicable to other employees

in that classification. Underfills shall have layoff rights in the underfill classification.

- (d) When a classification has a dual concept or multiple options including extended range, the Director of Human Resources may authorize layoffs by specialty or option within the classification.
- (e) Regular employees whose positions have been deleted shall be allowed to exercise their options, based on seniority, to select either a vacant position or to bump into any one of the filled junior positions within their current classification. Filled junior positions will be defined as the number of filled positions within the affected classification equal to the number of positions identified for deletion within that classification in the approved layoff plan, but not less than 20, if they exist. An employee who elects not to bump into any position within the collective group of vacant and filled junior positions, thereby retaining his/her existing classification, shall be provided the opportunity to select from those options identified in (i) of this Article.
- (f) If a regular employee whose position is to be deleted does not have sufficient seniority to bump another employee in their current classification within the department and has previously held regular status in a lower classification, reduction in classification (bumping) within the affected department shall be approved. Reductions in classification shall first be made to the next lower classification in which the employee has regular status. For purposes of bumping, the number of positions filled by the least senior employees in the affected classification(s) equal to the number of employees bumping into the classification shall be identified. Additionally, all vacant positions in the affected classification shall be made available to the affected employees. This collective group of positions shall then be subject to the bumping process.
- (g) In the event a junior employee is bumped pursuant to (e) or (f) above, the junior employee being bumped will be separated or reduced in classification. If the classification to which an eligible employee is first considered for reduction is not authorized in the department, or if the employee does not have seniority in that classification, reduction shall then be made to the next lower classification in which the employee has regular status. This procedure shall continue until all reductions in classification and the ultimate separations are completed.
- (h) Employees in unclassified positions do not have a right to bump employees in classified positions. A classified employee may refuse to bump into an unclassified position without waiving the right to bump a more junior employee in the same or lower classification.
- (i) If bumping results in an assignment which the employee considers to be undesirable, such employee may request:
  - (1) A voluntary demotion to a vacant position.
  - (2) A leave of absence without right to return to work, but placement on an eligible list.
  - (3) To voluntarily resign.

Options (1) and (2) require the approval of the Director of Human Resources or designee.

#### **Section 4: Exception to Order of Layoff**

Whenever an appointing authority believes that the best interest of the service requires the retention of an employee with special qualifications, characteristics, and fitness for the work, the appointing authority may request that such employee be exempted from the bumping procedures. Such requests must be in writing and approved by the Director of Human Resources. If approved, Teamsters shall be immediately provided with a copy of the request.

**Section 5: Employee's Rights While on Layoff**

- (a) During the first two (2) years following a layoff, laid-off regular employees or an employee who is reduced in classification as a result of a layoff shall be assured the right of an interview for vacant positions for which they meet certification requirements prior to final selection and appointment to said vacant positions within their previous department in the same classification to the one in which the employee has previously held regular status.
- (b) Any regular employee who is laid-off or reduced in classification as a result of a layoff may request that their name be placed on appropriate eligible lists for a period of two (2) years by submitting such a request and an application to the Director of Human Resources for determination of eligibility. Approval of such requests only entails placement on the list and does not guarantee employment or carry any bumping privileges. Placement on the eligible list shall be made pursuant to the provisions for requalification contained in the Personnel Rules.
- (c) During the first twelve (12) months following a layoff laid-off regular employees or an employee who is reduced in classification as a result of a layoff shall be placed on a Department Reinstatement List, provided the employee was at least a "Meets Standards" at the time of the layoff. Such employees shall have reinstatement rights for the classification from which the employee was laid off or reduced in classification. The employee shall be entitled to three (3) work days to accept an offer to return to work from the date of the offer. Employees who decline or fail to respond to an offer shall be removed from the Department Reinstatement List.

Any vacancy to be filled within the Department shall be offered first in reverse order of the layoff. If there are any ties, such ties shall be broken pursuant to the process described in 3(a) of this article.

**Section 6: List Placement and Training**

The Fire District will make every effort to place laid-off employees, or employees reduced in classification as a result of layoff, on current eligible lists, either related or non-related to their former classification, for which the salary is equivalent or lower and for which they meet the minimum qualifications. When departments hire layoff affected employees for positions non-related to their former job classifications, the department will be encouraged to consider the probationary period for training purposes in the non-related field.

**Section 7: Reemployment from Layoff**

A regular employee who has been laid off from the Fire District employment and is subsequently rehired to a regular position shall be reemployed in the same manner as described in the Reemployment Article in this Agreement.

**LEAVE PROVISIONS****ELIGIBLE UNITS:**

- ALL UNITS

**Section 1: Sick Leave**(a) Definitions

- (1) Sick leave with pay is an insurance or protection provided by the Fire District 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, as defined by Labor Code section 245.5, is a parent, child, spouse, registered domestic partner as defined by California Family code Section 297, grandparent, grandchild, sibling or any person

designated by the employee at the time the employee requests paid sick leave. An employee shall not identify more than one "designated person: as a family member in a 12-month period from the first day of the designation. "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, legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

- (3) Extended family is defined as 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 Article. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. Employees in regular positions paid less than eighty (80) hours per pay period or job shared positions shall receive sick leave accumulation on a pro rata basis. There shall be no limit on sick leave accumulation.
- (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 Fire District 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 Director of Human Resources.
- (2) Notice of Sickness. In twenty-four (24) hour divisions and employees whose work assignment requires leaving their assigned work site together with one or more other employees shortly after reporting to work, the Fire District 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. For other employees, the Fire District supervisor/manager or designee must be notified within one-half (1/2) hour before 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. If an employee fails to return to work for three (3) consecutive days following an approved leave of absence or upon expiration of an off work order, the employee may be subject to Automatic Resignation in accordance with the Personnel Rules for the Board-governed.

- (3) Review. The County's Director of Human Resources may review and determine the justification of any request for sick leave with pay and may, in the interest of the Fire District, require information from a doctor to support a claim for sick leave pay.
- (4) Proof. A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness if requested by the Appointing Authority. All requests for proof of illness shall be made in compliance with the Labor Code and other law.

- (5) 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. As provided in California Labor Code Section 233, a maximum of one-half (1/2) of the employee's annual accrual of earned sick leave per calendar year may be used for attendance upon family members of the employee's who 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 member of the employee's extended family, as defined herein, or any relative who resided with the employee.
- (3) Birth/Adoption. A maximum of forty 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, the Fire District shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to their Appointing Authority 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 the Fire District 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, the Fire District 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., vacation) in lieu of sick leave, or benefits in lieu of sick leave (e.g., workers' compensation, Short-Term Disability partial/full integration, etc.), in pay periods 1 through 26 consecutively (or 27, when applicable), and who do not record any sick leave without pay, 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.
- (1) Employees who have used less than forty (40) hours of sick leave in a fiscal year (i.e., pay period 15 through pay period 14 of the following year) may, at the employee's option, convert sick leave to vacation leave by the following formula: Hours of sick leave used are subtracted from forty (40). Sixty percent (60%) of the remainder, or a portion thereof, may be added to vacation leave to be utilized in the same manner as other accrued vacation leave.

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

- (2) Employees who hold regular positions in the Fire District and who have contributed to the San Bernardino County Public Employee’s Retirement Association or other public entity retirement system for more than ten (10) years and have not withdrawn the contributions from the system(s) and who separate from the Fire District service for reasons other than death shall be eligible for Sick Leave Conversion in accordance with the provisions of the Article on Retirement Medical Trust.

**Section 2: Vacation Leave**

- (a) Definition. Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. If an employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the Appointing Authority.
- (b) Accumulation. Employees in regular positions shall accrue, on a pro-rata basis, vacation 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 or job-shared positions shall receive vacation accumulation on a pro-rata basis provided, however, that there shall be no prorating of the maximum accumulations. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed 1040 hours of continuous service from the employee's hire date.

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

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

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



- (2) Minimum Charge. The minimum charge against accumulated vacation leave shall be fifteen (15) minutes or multiples thereof. Vacation leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this Plan.
- (3) Vacation Leave and Termination Date. Employees not planning to return to the Fire District employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation at the employee's then base rate of pay and shall not be carried on the payroll. Retiring employees may elect to use vacation leave or be compensated in a lump sum payment for accrued vacation leave, provided that each pay period the employee charges the number of hours in their regular scheduled tour of duty.
- (4) Vacation 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 PTO/vacation leave during the preceding calendar year may elect to convert up to sixty (60) hours of accrued vacation leave into a cash payment, at the base rate of pay in effect at the time of the cash-out. In order to sell back vacation leave, an employee must make an irrevocable election (i.e., pre-designation) during the month of December, specifying the number of hours to be sold back from the next year's vacation leave accrual. During the calendar year following the pre-designation, no more than three (3) requests may be made to cash out the vacation leave in a single block of not less than eight (8) hours and no more than sixty (60) hours. An employee shall be eligible to cash-out vacation leave hours accrued up to the preceding pay period in which he/she requested the cash-out. For example, an employee who requests a cash-out in pay period 15 can only cash-out the vacation leave accrued through pay period 14. The number of hours requested for cash-out shall not exceed an amount equal to or less than the amount accrued. For example, an employee in December 2019 makes a pre-designation to cash-out 25 hours. The employee accrues 4.61 hours of vacation leave per pay period. At the end of pay period 3 the employee can request to cash-out the 8 hours of vacation leave that she had accrued through pay period 2, but is not yet eligible to cash-out the entire 25 pre-designated hours because the employee has yet to accrue 25 hours of vacation leave. Once an election is made, if the employee does not request that the designated number of hours be sold back by pay period 25, or 26 when applicable, of the calendar year in which the election is effective, the hours will be automatically converted to cash in the last pay period of the calendar year.
- (5) Supervisory Classification - Prior Service. Employees in regular positions who have been employed in a public jurisdiction in a comparable, full-time position may receive up to four (4) years of credit for such previous experience in the former agency(s) in determining their vacation accrual rate. Such determination as to the comparability of the previous experience and amount of credit to be granted rests solely with the County's Director of Human Resources. Requests for prior service credit should be made at the time of hire or as soon as possible thereafter but in no event later than one (1) year from the employee's hire date.

**Section 3: Holiday Leave**

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

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

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

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

- (c) The maximum holiday leave accrual balance that may be carried over to a future calendar year shall be 112 hours. However, the maximum holiday leave accrual balance that may be carried over into a future calendar year for employee's who had a balance of more than 112 hours at the end of calendar year 2010 shall be such employee's holiday leave balance at the end of pay period 26 of calendar year 2010. The maximum holiday accrual balance for those employees with a balance greater than 112 hours shall be adjusted annually at the end of each calendar year, and shall never be increased.
- (d) Eligibility for Holiday Pay. Except as provided in Section 4 of this Article, to receive holiday pay for a fixed holiday, the following conditions must be met, during the pay period in which the fixed holiday fell:
- (1) The employee must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period in which such fixed holiday fell.
  - (2) The employee must be paid for at least one-half (1/2) of their regularly scheduled hours.
  - (3) The employee must have been on an approved leave of absence for unpaid hours; and
  - (4) The employee must not have any unauthorized leave.
- (e) Holiday During Vacation. When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits. As such, the employee shall receive holiday pay for any fixed holiday that falls within a vacation period, provided the employee is eligible for that fixed holiday pay. For example, an employee has approved vacation leave from Tuesday through Thursday and Wednesday is a fixed holiday. Tuesday and Thursday would be coded as vacation leave but Wednesday would be coded as holiday leave.
- (f) Working on a Holiday. Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour for hour basis, up to a total of eight (8) hours of floating holiday time. At the request of the employee, and with approval of the Appointing Authority, or designee, straight time payment can be made in lieu of accrual provided such compensation is approved during the pay period in which it is worked.
- (g) Weekend Holidays. When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday except that when the preceding Friday is also a fixed holiday, the preceding Thursday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday, except that when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday.

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

- (h) Automatic Conversion. At the end of the calendar year, an employee in the Supervisory Unit shall automatically have any holiday leave accruals in excess of the employee's maximum holiday leave accrual balance converted to cash. Such automatic holiday leave cash out shall be paid in Pay Period 1 of the next calendar year.
- (i) Holiday Time Accrual.
  - (1) Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency.
  - (2) An employee may code vacation or other appropriate accrued paid leave time on a fixed holiday only under the following circumstances:
    - (i) An employee on an alternate work schedule such as a 9/80 or 4/10 may code accrued vacation hours on a fixed holiday that falls on a workday up to an amount that if combined with his/her fixed holiday accrual would equal the total number of hours the employee would have been scheduled for that day (e.g., an employee on a 4/10 work schedule normally works ten (10) hours on Mondays, when the fixed holiday falls on a Monday the employee codes eight (8) hours of holiday and may code up to two (2) hours of vacation).
    - (ii) An employee in a regular part-time or job share position who does not accrue eight (8) hours of holiday leave due to the employee's reduced work schedule may code accrued vacation leave hours on a fixed holiday that falls on a normal workday up to an amount that if combined with the employee's fixed holiday accrual would equal the total number of hours the employee would have been scheduled for that day (e.g., an employee due to his/her reduced work schedule accrued four (4) hours of holiday, but normally would have worked eight (8) hours on the day in which the holiday occurred, may code four (4) hours of accrued vacation leave in addition to the four (4) hours of holiday).

#### **Section 4: Leave Accruals While on Disability Leave**

Employees receiving the benefits 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 Fire District payroll clerk.

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

Employees eligible to apply for SDI must provide proof of benefit amount or denial of SDI benefits. If proof is not provided, the Fire District 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 Director of Human Resources 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, regular, extra-help, or recurrent may be entitled to the following rights concerning military leave:

- (a) Definition. Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.
- (b) Notice and Orders. All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, copy of military orders must accompany the request for leave.
- (c) Temporary Active Duty. Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, step advances and benefits that would have been enjoyed had the employee not been absent, providing such employee has been employed by the Fire District for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the 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, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate and retirement system contributions (provided the employee complies with any requirements established by the Retirement Board). However, such employee will not have accrued vacation, sick leave, or other benefit while absent from the Fire District 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 vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave. Any employee meeting the requirements in (c) and (d) shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the first thirty (30) calendar days.
- (f) Extension of Benefits. The Fire District recognizes the increased requirements of the military due to the current threats facing the United States of America and, as such, has established a program under which employees may be eligible for an extension of benefits. Employees who are 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 Fire District 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 Directors. During this period, the Fire District 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 Fire District payment for the first 30 days of military leave provided in (e) of this Article, the extended payments provided under this Section shall be suspended and shall be continued after the 30 days compensation has been completed.

- (g) Vacation and Military Leave. Employees shall not be permitted to take vacation or other accrued leave in lieu of the military leave provisions provided in 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., Fire District pay will not be integrated with military pay for partial pay periods).

- (3) Such written declination cannot be revoked or amended at a later date for a pay period for which the TLR has already been submitted.
- (4) Benefits, leave accruals, and pay will be administered per normal procedures for vacation pay; no additional benefits otherwise granted under this 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 the Fire District.
  - (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 Director of Human Resources.
- (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 Director of Human Resources. Upon request, the Appointing Authority or designee and the County's Director of Human Resources 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 MOU. 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 the Fire District 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 Director of Human Resources. Alternatively, the employee must apply through Human Resources by the last day of the leave of absence. The employee will be placed on the eligible list for the classification from which he/she took the leave of absence without examination. Placement on the eligible list will be administered in accordance with the re-qualification provisions of the Personnel Rules for Board-Governed. 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 Fire District service. If reemployed, the employee shall be required to serve a new probationary period. The County's Director of Human Resources 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. The Fire District 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, or employees who do not have regular status but have previously held regular status and continuously remained a Fire District employee, 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 Fire District 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 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 the Fire District. 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.

**Section 14: Bereavement Leave**

Employees in regular positions may use up to three (3) 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, except for a person "designated" by the employee for sick leave purposes. All employees are entitled to a total of 5 days unpaid bereavement leave per occurrence. Bereavement leave time may be paid through the provision of this Section, Section (e)(2) of this Article, other leave time or unpaid.

One (1) additional day shall be granted if the employee travels over six hundred (600) miles from his/her residence to the bereavement services of an immediate family member. This additional day shall not be charged to the employee's personal leave balances. The appointing authority may request verification of distance traveled.

## LIFE INSURANCE

**ELIGIBLE UNITS:**

- **ALL UNITS**

- (a) The Fire District 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. For example, an employee scheduled for eighty (80) hours must be paid for a minimum of one-quarter hour (0.15). For pay periods in which the employee is not in paid status, the employee shall have the option of continuing life insurance coverage at the employee's expense.

The Fire District 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 Fire District.

	Amount of Life Insurance	
	Scheduled Hours from 40 to 60	Scheduled Hours from 61 to 80
All employees except Supervisory	\$12,000	\$25,000
Employees in a Supervisory Classification	\$17,000	\$35,000

- (b) The Fire District further agrees to make available to each employee a group term life insurance program wherein the employee may purchase additional term life insurance in the amounts specified in the Certificate of Insurance. New employees shall become initially eligible to participate in these programs following the pay period in which the employee is in paid status.
- (c) The Fire District agrees to provide these benefits subject to carrier requirements as specified in the Certificate of Insurance. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the Fire District.

### MEAL AND BREAK PERIODS

Meal Periods – Meal periods are non-paid and non-working time and shall not be less than one-half hour, or greater than one (1) hour when scheduled. Every effort will be made to schedule such meal period during the middle of the shift when possible. If a regularly scheduled tour of duty does not include a duty-free meal period, appointing authorities shall allow employees a maximum of twenty (20) minutes per shift to eat a meal. Such time shall be considered work time.

Break Periods – Employees shall be entitled to rest periods in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of the Fire District, but in no instance shall rest periods be scheduled within one (1) hour of the beginning or ending of a tour of duty or meal period, nor shall such time be accumulative or used to report to work late or leave early. Rest periods shall be considered as time worked. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of such work. Rest periods may not be divided so as to increase the total number of rest periods taken. For example, a twenty (20) minute rest period may not be divided by the employee into two rest periods of ten (10) minutes in duration.

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

### MEDICAL, DENTAL AND VISION COVERAGE

**ELIGIBLE UNITS:**

- ALL UNITS

**Section 1: Medical and Dental Coverage**

- (a) Teamsters Local 1932 established a healthcare trust (the “Trust”) that offers medical coverage compliant with Internal Revenue Code (Code) section 4980H and the Affordable Care Act (ACA), dental coverage, vision care coverage for active employees in these Units who are members of Teamsters Local 1932. Active employee is defined as an employee who has not terminated employment from the Fire District including those on paid

status and on approved unpaid leave of absence.

- (b) Active Bargaining Unit employees who are members of Teamsters Local 1932 may choose to participate in medical and prescription drug coverage, dental coverage, and vision coverage offered by either the County or by Teamsters Local 1932 through the Trust. Teamsters Local 1932 members who select the Trust shall obtain medical, dental, and vision coverage through the plan(s) offered by the Teamsters Healthcare Trust. Teamsters Local 1932 members who do not select the Teamsters Healthcare Trust shall obtain medical, dental, and vision coverage through the plan(s) offered by the County.

Active Bargaining Unit employees who are not members of Teamsters Local 1932 and do not opt out or waive coverage shall participate in the medical and prescription drug coverage, dental coverage, and vision care coverage offered by the County.

- (c) All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in a medical and dental plan offered by the County or by the Trust.
- (d) Employees who are not members of Teamsters Local 1932 who fail to elect medical and dental plan coverage will be automatically enrolled in the medical and dental plans offered by the County with the lowest bi-weekly premium rates available in the geographical location of the employee's primary residence. The default medical enrollment for an employee who is a member of Teamsters Local 1932 who fails to elect medical and dental plan coverage shall be the medical and dental plans offered through the Trust.
- (e) 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 in paid status.
- (f) To continue enrollment in the County medical and dental plans or the medical and dental plans offered by the Trust, an employee must remain in a regular position scheduled to work for a minimum of forty (40) hours per pay period and in paid status, or be on 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.
- (g) 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.
- (h) A dependent must be removed mid-Plan Year when the dependent becomes ineligible for coverage under the insurance plan eligibility rules (e.g., divorce, termination of domestic partnership, or over age dependent).
- (i) Enrollment elections must remain in effect for the remainder of the Plan Year unless an employee experiences a mid-year qualifying event.
- (j) Notification of a mid-year qualifying event must be submitted to the Human Resources Employee Benefits and Services Division or the Trust Administrator, as applicable, in accordance with the established procedures. Employees are responsible for notifying the County or the Trust Administrator, as applicable, within sixty (60) days of any change in eligibility for the County's plans.
- (k) Premiums for coverage will be automatically deducted from the employee's pay warrant. In specific circumstances, in the absence of sufficient earnings to cover the deduction for premiums, the employee may be given another payment option. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents.

**Section 2: Opt-Out and Waive**

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

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

To receive the opt-out or waive amounts of this Section the employee must be in paid status.

- (a) Employees scheduled for sixty-one (61) to eighty (80) hours per pay period who prior to July 9, 2005 elected to opt-out of the County-sponsored medical plan coverage and continue to opt-out shall receive one hundred thirty-three dollars and eighty-five cents (\$133.85) per pay period; employees scheduled for forty (40) to sixty (60) hours who continue to opt-out shall receive sixty-six dollars and ninety-three cents (\$66.93) per pay period.
- (b) Employees scheduled to work 61 to 80 hours who prior to July 9, 2005 elected to waive medical plan coverage and continue to waive will receive one hundred ninety dollars (\$190.00) per pay period. Employees scheduled for 40 to 60 hours who continue to waive shall receive ninety-five dollars (\$95.00) per pay period.
- (c) New opt-outs or waives (i.e., newly hired or current employees who opt-out or waive effective beginning with the fiscal year in 2005 and any time thereafter) scheduled for 61 to 80 hours per pay period will receive forty dollars (\$40.00) per pay period; new 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 medical and dental plan coverage are established and administered by the Human Resources Employee Benefits and Services Division.

- (1) Employees may elect to opt-out or waive medical and/or dental plan(s) coverage within sixty (60) calendar days of the effective date of coverage of another employer-sponsored group plan. Proof of initial gain of other employer group coverage is required at the time the opt-out or waive is elected.
- (2) Employees may also elect to opt-out or waive medical and/or dental plan(s) coverage during an annual open enrollment period. All employees who are newly opting-out or waiving during an open enrollment period must provide verification of other employer group coverage.
- (3) Employees who voluntarily or involuntarily lose their other employer group medical and/or dental plan coverage must enroll in a medical and/or dental plan within sixty (60) calendar days. Enrollment in the County-sponsored medical and/or dental plan or the Trust 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 medical and dental plan. The retroactive enrollment period and premiums required to implement coverage are subject to the terms and conditions of the applicable plan. Failure to notify the Fire District or the Trust Administrator, as applicable, of loss of group coverage within sixty (60) calendar days will require the employee to pay his/her insurance premiums retroactively on an after-tax basis.

**Section 3: Medical and Dental Premium Subsidies**

Medical Subsidy

- (a) The Fire District has established a Medical Premium Subsidy (MPS) and Dental Premium Subsidy (DPS) to offset the cost of medical and/or dental 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 DPS shall be applied to dental insurance premiums only and shall not be applicable to medical insurance premiums.
- (b) Employees shall receive the same applicable Fire District provided medical subsidy and/or dental subsidy regardless of whether the employee is enrolled in a County-sponsored medical plan or plan offered through the Trust; provided, however, that the Fire District contribution shall not exceed the total premium.
- (c) The MPS and DPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employees’ Retirement Association. In no case, shall the MPS exceed the cost of the medical insurance premium for the coverage selected. In no case shall the DPS exceed the cost of the dental insurance premium for the coverage selected.
- (d) Eligibility – Employees in a regular position scheduled for a minimum of forty (40) hours per pay period, who are enrolled in a County-sponsored or Teamsters Local 1932-sponsored medical plan, are eligible to receive the MPS towards the cost of medical coverage. Employees in a regular position scheduled for a minimum of forty (40) hours per pay period, who are enrolled in a County-sponsored or Teamsters Local 1932-sponsored medical and dental plan, are eligible to receive the DPS towards the cost of dental coverage. However, employees must be in paid status in order to actually receive the benefits of this Section.

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

- (1) Effective July 30, 2022, all employees shall receive a Medical Premium Subsidy (MPS) in the following amounts per pay period:

COVERAGE	SCHEDULED FOR 41 TO 60 HOURS	SCHEDULED FOR 61 TO 80 HOURS
Employee Only*	\$131.69	\$263.38
Employee + 1	\$255.00	\$510.00
Employee + 2	\$360.29	\$720.59

Employees in this Unit who prior to July 9, 2005 elected “Employee Only” medical coverage and continue shall receive a DPS of up to \$19.72 per pay period.

- (2) Effective the pay period following board approval, the MPS amounts for employees scheduled for 61 to 80 hours, will increase for each tier (i.e., Employee-Only, Employee + 1, Employee + 2) by 100% of the benefit plan year premium increase of the County’s Blue Shield Signature HMO. This new MPS amount shall be the new basis for subsequent years. For example, if the 2023/2024 Benefit Plan Year premium for the Employee-Only tier increases by \$20 per pay period, the MPS amount will increase by \$20 per pay period (i.e., 100% of \$20) and the total MPS for the Employee-Only tier will be \$283.38.

Employees scheduled for 40 to 60 hours will receive an amount equal to one-half of the MPS for employees scheduled for 61 to 80 hours.

- (3) Effective July 13, 2024, the MPS amounts for employees scheduled for 61 to 80 hours, will increase for each tier (i.e., Employee-Only, Employee + 1, Employee + 2) by 100% of the benefit plan year premium increase

of the County’s Blue Shield Signature HMO. This new MPS amount shall be the new basis for subsequent years.

Employees scheduled for 40 to 60 hours will receive an amount equal to one-half of the MPS for employees scheduled for 61 to 80 hours.

- (4) Effective July 12, 2025, the MPS amounts for employees scheduled for 61 to 80 hours, will increase for each tier (i.e., Employee-Only, Employee + 1, Employee + 2) by 100% of the benefit plan year premium increase of the County’s Blue Shield Signature HMO. This new MPS amount shall be the new basis for subsequent years.

Employees scheduled for 40 to 60 hours will receive an amount equal to one-half of the MPS for employees scheduled for 61 to 80 hours.

- (5) Effective July 11, 2026, the MPS amounts for employees scheduled for 61 to 80 hours, will increase for each tier (i.e., Employee-Only, Employee + 1, Employee + 2) by 100% of the benefit plan year premium increase of the County’s Blue Shield Signature HMO. This new MPS amount shall be the new basis for subsequent years.

Employees scheduled for 40 to 60 hours will receive an amount equal to one-half of the MPS for employees scheduled for 61 to 80 hours.

- (6) All employees in these Units covered by this Agreement shall receive a Dental Premium Subsidy in the following amounts per pay period:

COVERAGE	SCHEDULED FOR 41 TO 60 HOURS	SCHEDULED FOR 61 TO 80 HOURS
Employee Only Employee + 1 Employee + 2	\$4.73	\$9.46

- (e) Parties agree to meet and confer, during the term of this Agreement, should the County eliminate the Blue Shield Signature HMO as referenced in section 3(e) of this article.

**Section 4: Needles Medical Premium Subsidy**

For employees assigned to work in the Needles, Trona, and Baker work locations, the Fire District will establish a “Needles Subsidy.” To be eligible for the Needles Subsidy the employee must be enrolled in a medical plan and receive MPS. The Needles Subsidy will be paid by the employee’s Department and will be equal to the amount of the premium difference between the indemnity medical plan offered in these specific work locations and the HMO medical plan with the most comparable benefits design (e.g., similar copayments amounts, out-of-pocket maximums, etc.) provided by the County. The applicable Subsidy amount shall be paid directly to the provider of the County-sponsored medical plan in which the eligible employee has enrolled. This Subsidy will be established each year when premiums change for the County-sponsored medical plans. The Subsidy will be discontinued when the HMO plan used in the comparison above in this paragraph becomes available to the employees.

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

- (a) FMLA/CFRA – Employees who are on approved leave, pursuant to FMLA/CFRA law and whose paid hours in a pay period are less than the required number of hours designated in Sub-section 3(c) above will continue to be enrolled in a County-sponsored or Teamsters Local 1932-sponsored medical plan and to receive MPS and DPS in accordance with applicable law.

An employee who does not otherwise meet the requirements for FMLA and/or CFRA (e.g., an employee who has not actually worked 1,250 hours during the applicable twelve (12) month rolling period) after the employee has received the MPS and DPS as provided by law, shall not be eligible for continuation of the MPS and DPS in the subsequent year. For example, an employee who is off work continuously for two years, and received the MPS and DPS as provided by law, shall not be eligible for the continuation of the MPS and DPS in the next rolling year.

- (b) Pregnancy Disability Leave (PDL) – An employee on an approved Pregnancy Disability Leave is eligible for continuation of MPS and DPS in accordance with PDL law.
- (c) Workers' Compensation – Employees who are on an approved leave based on an approved workers' compensation claim shall continue to receive the MPS and DPS for up to twenty (20) pay periods while off work due to that work injury, inclusive of any FMLA leave, providing the employee has been receiving MPS and DPS immediately prior to the leave of absence and as long as the employee pays his/her portion of the premiums on time. Should any subsequent workers' compensation claims occur during the initial twenty (20) pay periods, the remaining MPS eligibility from the original claim shall run concurrent with any additional approved workers' compensation claims that occur during the initial claim. For example, if the employee is receiving the MPS and DPS for twenty (20) pay periods for an injury and after ten (10) pay periods another workers' compensation claim is approved and the employee is eligible to receive the MPS and DPS for an additional twenty (20) pay periods, ten (10) pay periods will run concurrent with the initial claim, for a total of 30 pay periods.

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

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

#### **Section 6: Vision Care**

Subject to carrier requirements, the Fire District 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 Fire District-paid vision care insurance, the employee will have the option of enrolling in COBRA continuation coverage.

For Teamsters Local 1932 members who are enrolled in the Trust, the Fire District shall contribute, on behalf of the employee, an amount equal to the Fire District's employee-only or dependent vision care coverage premium; provided, however, that the Fire District's contribution shall not exceed the total premium for the Trust-provided coverage.

## **MEDICAL EMERGENCY LEAVE**

#### **ELIGIBLE UNITS:**

- **ALL UNITS**

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

- (a) The employee must have regular status (not probationary) with the Fire District for one (1) year of continuous service in a regular position with the Fire District.
- (b) The employee must meet all of the following criteria before he or she becomes eligible for Medical Emergency Leave donation: (1) be on an approved medical leave of absence for at least thirty (30) consecutive calendar days, 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) Vacation, Holiday, Annual Leave, or Administrative Leave, as well as Compensatory Time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours (or in the case of holiday leave only four (4) hours), not to exceed a total of fifty percent (50%) of an donor's yearly Vacation, Holiday, Annual, Administrative Leave, or Compensatory Time accruals (whichever is applicable). The donation may be made for a specific employee, regardless of rank or occupational unit, on the time frames established by the Human Resources Division. The employee (donee) using/coding the Medical Emergency Leave will be taxed accordingly.
- (e) The donation is to be for the employee's Medical Emergency Leave only; the donation to one (1) employee is limited to a total of one thousand forty (1,040) hours per fiscal year. The maximum of 1,040 hours shall be prorated for those employees scheduled less than 40 hours per week. Example: an employee who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) hours of Medical Emergency Leave
- (f) The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment 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., paid status) 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 vacation, administrative leave, annual leave, sick or retirement credit.
- (i) Medical Emergency Leave hours will count towards the accountable hours used to determine Holiday Leave eligibility.
- (j) Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.
- (k) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals 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 Fire District.

- (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 MOU, 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 Fire District.
- (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.

## MEMBERSHIP DUES DEDUCTIONS

### ELIGIBLE UNITS:

- ALL UNITS

- (a) All employees in a job classification within the representation Unit covered by this MOU may choose to become a member of Teamsters Local 1932. If the employee chooses to become a member, the employee shall authorize a payroll deduction for membership dues. The Fire District agrees to make authorized payroll deductions of Teamsters Local 1932 dues. Any request to begin dues deductions or cancel dues deductions must be made to Local 1932 and not to the Fire District. Teamsters Local 1932 is responsible for informing the Fire District of the amount of dues deductions for employees.
- (b) The Fire District shall not be obligated to put into effect any new dues deduction until it has been notified by Teamsters Local 1932 in sufficient time to permit normal processing of the dues deduction.

- (c) If Local 1932 states it has written authorization to begin deductions, it is not required to provide the Fire District with a copy of the individual authorization unless a dispute arises about the existence or terms of the authorization. The Fire District shall issue a check, payable to Local 1932, in the amount of the individual deductions for dues each pay period. Upon receipt of notification of an addition/deletion or change in Union dues deduction, Local 1932 shall immediately notify the Fire District of such change.
- (d) Dues withheld by the Fire District shall be transmitted to the Teamsters Officer designated in writing by Teamsters as the person authorized to receive such funds, at the address specified.
- (e) Employees in these Units who are members of the Teamsters Local 1932 may withdraw from Teamsters Local 1932 by sending notice to Teamsters Local 1932. Teamsters Local 1932 shall immediately certify to the Fire District to terminate dues deductions for any such employees, consistent with applicable law. Teamsters Local 1932 shall indemnify the Fire District for any claims made by the employee for dues deductions made in reliance on that information.
- (f) Any employee who 1) is in a Teamsters Local 1932 represented bargaining unit and has chosen to be a member of Teamsters Local 1932, 2) then separates from the Teamsters Local 1932 represented bargaining unit (e.g., leaves the Fire District employment, promotes to another unit, etc.), 3) then later returns to a Teamsters Local 1932 bargaining unit and again chooses to become a member of Teamsters Local 1932, shall be required to sign a new payroll deduction card.
- (g) Teamsters' indemnity and liability obligation is more fully set forth as follows:
  - (1) Teamsters Local 1932 shall defend, indemnify and hold harmless the County of San Bernardino 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, Teamsters Local 1932 shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against The Fire 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 Teamsters Local 1932 shall not diminish Teamsters' defense or and indemnification obligations under this Agreement.
  - (2) The Fire District, immediately upon receipt of notice of such claim, proceeding or legal action shall inform Teamsters of such action, provide Teamsters Local 1932 with all information, documents, and assistance necessary for Teamsters Local 1932 defense or settlement of such action and fully cooperate with Teamsters Local 1932 in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by Teamsters Local 1932.

Teamsters Local 1932 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. Teamsters Local 1932, 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.
- (h) The Fire District shall provide via email to the Union a monthly list of all employees in the bargaining units with the employees', classification title, work location (including location address), current home address, personal email address (if available), personal cell phone (if available) and home phone number.

## MERIT ADVANCEMENTS

### ELIGIBLE UNITS:

- ALL UNITS

#### Section 1: General

Employees shall receive merit advancements within their base salary range, as provided below and in the Salary Rates and Step Advancements article.

#### Section 2: Probationary Employees and Other Employees Without Regular Status

- Probationary employees or other employees without regular status, shall receive a merit advancement following 1,040 service hours, unless the employee receives a probationary progress report with an overall rating of at "Below Job Standards."
- If the employee receives an overall rating of "Below Job Standards" or , the step will not be granted until the pay period in which the employee receives an overall evaluation of at least "Meets Job Standards."

#### Section 3: Regular Employees

- Regular employees shall receive step advancements in accordance with the Salary Rates and Step Advancement article.
- Regular employees shall be evaluated within a thirty (30) day period prior to their annual step advance eligibility date, when applicable. If the employee receives an evaluation with an overall rating of "Below Job Standards", the step advance may be denied or suspended as follows:
  - If the supervisor had given the employee written notice of inadequate work performance at least three (3) pay periods prior to the employee's receipt of the Work Performance Evaluation and the employee received an overall rating of "Below Job Standards" the employee's merit advancement shall be denied.
  - If the supervisor did not provide the employee such notice, the merit advancement shall be granted effective the pay period following the completion of 1,040 service hours. In this case, the supervisor must evaluate the employee after three (3) pay periods following the original date of the evaluation. If the new evaluation indicates the employee is "Below Job Standards" the employee shall receive no future step advancements until the employee is deemed to be meeting job standards or until a subsequent step advancement is due.
- In cases where no Work Performance Evaluation is filed, an employee should contact the supervisor, who must complete and file the evaluation within five (5) working days. If the evaluation is not completed within this time frame, the employee shall submit a written request to the department Human Resource Business Partner to direct the completion of the evaluation within thirty (30) days.

#### Section 4: 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 "Below Job Standards" 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 5: Disputes

An employee with regular status may appeal the content of a work performance evaluation with an overall rating of "Below Job Standards" in accordance with the appeal procedure in the Personnel Rules.

## MODIFIED BENEFIT OPTION

### ELIGIBLE UNITS:

#### Section 1: General Provisions

- (a) All regular classified full-time employees in the Fire Auxiliary Services Unit and Fire Auxiliary Services Supervisory Unit shall be provided an opportunity to convert from a regular position with traditional benefits to a regular position with modified benefits and a wage differential.
- (b) Employees may choose to enroll in the Modified Benefit Option (MBO) at hire or during the annual open enrollment period, and may choose to change to the full benefit option during subsequent open enrollment periods.
- (c) Employees who select the MBO must commit to work a minimum of 1,560 hours per calendar year.
- (d) Employees in regular positions who choose the MBO may retain or attain civil service rights in the position in accordance with applicable provisions or rules concerning probationary periods.
- (e) In order to receive the benefits and wage differential of the MBO, the employee must specifically choose the Option.

#### Section 2: Modified Benefit Option Wage Differential

- (a) Employees who select the MBO shall receive a wage differential of \$1.75/hour above the base rate of pay. The wage differential shall be paid on all paid hours (e.g., REG, PTO, etc.).
- (b) The wage differential shall be considered as part of the base hourly rate when calculating the following: the County contribution to the employee's Retirement Medical Trust (RMT) account, differentials paid on a percentage basis (e.g., 13.5% Emergency Medical Services Differential), longevity, sick leave cash-outs (if any) pursuant to the RMT Article, and leave cash-outs. Provided below is an example of how the County's contribution to the RMT would be calculated:

EX: An employee with 11 years of continuous County service and an 80-hour per pay period schedule selects the MBO. The employee's base hourly rate is \$25 per hour. This employee is eligible for a County contribution to the RMT equal to 1.00% of the employee's base bi-weekly salary. The County contribution to the RMT is calculated as follows:

80 hours X (\$25.00 per hour + \$1.75 MBO Wage Differential) = \$2,140 base bi-weekly salary for purposes of County contribution to the RMT  
 \$2,140 X 1.00% Contribution Rate = \$21.40

The County will contribute \$21.40 to the RMT on behalf of the employee that pay period.

#### Section 3: Benefits and Leaves

Except as provided in this Section 3, employees who select the MBO shall receive the same benefits and leaves that employees who select the Traditional Benefit Option (TBO) receive in the MOU.

- (a) Medical Coverage: Employees who select the MBO shall have the same medical plan options as employees who select the TBO. In addition, employees who select the MBO may enroll in the Blue Shield PPO Bronze Plan.
- (b) Medical Premium Subsidy:

Effective the pay period following board approval through the term of the MOU, the MPS amounts for employees enrolled in the MBO will be based on a percent of the MPS amounts for the TBO (i.e., 71% Employee Only; 82%

Employee + 1; 82% Employee + 2).

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

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

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

- (e) Paid Time Off (PTO):

- (1) Definition: Paid Time Off (PTO) is granted to employees who select the MBO in lieu of any other Vacation, Sick, or Holiday accrual leave provisions, except as provided in this Section 3 (f)(2). Fire Auxiliary Services Supervisory Unit employees who select the MBO shall continue to be eligible to receive Administrative Leave and Annual Leave.

- (2) Accumulation: Employees who select the MBO shall accrue PTO each pay period. Employees in the Fire Auxiliary Services Supervisory Unit shall be eligible for prior service credit as provided in Section 2(c)(5) of the Leave Provisions article. Employees who have standard hours of less than eighty (80) hours per pay period shall accumulate PTO on a pro-rata basis; provided, however, that the maximum allowed combined unused vacation and PTO balance shall not be prorated. PTO shall be available for use on the first day following the pay period in which it is earned.

- (i) **Employees in Classifications that are Regularly Scheduled to Work Holidays** – Employees in classifications that are regularly scheduled to work on holidays shall accrue PTO each pay period as provided in the chart below and shall receive holiday pay as provided in this Section 3 (g)(1).

Service Hours	PTO Allowance (Assumes 80-hour Schedule)	Accrual Rate Per Pay Period (Assumes 80-Hour Schedule)	Maximum Allowed Unused PTO Balance	Maximum Allowed Combined Unused Vacation and PTO Balance for All Employees Who Convert to the Modified Benefit Option
0 through 10,400 service hours	180 hours	6.93 hours	270 hours	320 hours**
Over 10,400 service hours	216 hours	8.31 hours	324 hours	404 hours**

\*\*The employee’s maximum allowed PTO balance may not exceed 270 or 324 hours, as applicable.

- (ii) **Employees in Classifications that are Not Regularly Scheduled to Work Holidays** – Employees in classifications that are not regularly scheduled to work on holidays shall accrue PTO each pay period as provided in the chart below and shall receive holiday pay as provided in this Section 3 (g)(2).

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

\*\*The employee’s maximum allowed PTO balance may not exceed 169, 229, or 289 hours, as applicable.

(3) Administration

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

(4) Separation: Employees separating from County employment shall have any unused PTO administered in the same manner that Vacation Leave is administered at separation according to the Vacation Leave section of the Leave Provisions Article of the MOU.

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

(5) PTO Cash-Out – On one occasion each calendar year until the expiration of this contract, an employee who had used eighty (80) or more hours of PTO/vacation during the preceding calendar year may elect to convert up to sixty (60) hours of accrued PTO into a cash payment, at the base rate of pay in effect at the time of the cash-out. In order to sell back PTO, an employee must make an irrevocable election (i.e., pre-designation) during the month of December, specifying the number of hours to be sold back from the next year’s PTO accrual. During the calendar year following the pre-designation, no more than three (3) requests may be made to cash out the PTO in a single block of not less than eight (8) hours and no more than sixty (60) hours. An employee shall be eligible to cash-out PTO hours accrued up to the preceding pay period in which he/she requested the cash-out. For example, an employee who requests a cash-out in pay period 15 can only cash-out the PTO accrued through pay period 14. The number of hours requested for cash-out shall not exceed an amount equal to or less than the amount accrued. For example, an employee in December 2021 makes a pre-designation to cash-out 25 hours. The employee accrues 4.31 hours of PTO per pay period. At the end of pay period 2 the employee can request to cash-out the 8 hours of PTO that she had accrued, but is not yet eligible to cash-out the entire 25 pre-designated hours because the

employee has yet to accrue 25 hours of PTO. Once an election is made, if the employee does not request that the designated number of hours be sold back by pay period 25 of the calendar year in which the election is effective, the hours will be automatically converted to cash in pay period 26. The PTO cash-out shall sunset upon the expiration of the agreement.

(f) Holiday Pay:

- (1) Employees in Classifications that are Regularly Scheduled to Work Holidays – Employees in classifications that are regularly scheduled to work on holidays, shall not accrue any holiday leave, but shall be paid twice their base hourly rate for all hours actually worked on the following holidays:

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

- (2) Employees in Classification that are Not Regularly Scheduled to Work Holidays – Employees in classifications that are not regularly scheduled to work on holidays, shall receive holiday pay according to the Holiday Leave section of the Leave Provisions Article of this MOU, except such employees will not be eligible for the floating holiday.

(g) Accrual Carryover Following Benefit Change

- (1) Traditional Benefit Option to Modified Benefit Option – Employees who convert from the TBO to the MBO shall carry over and may utilize their existing vacation, holiday, and sick leave balances; provided, however, that the employee shall no longer accrue vacation, holiday, and sick leave after converting to the MBO, except as provided in this Section 3 (f)(2). Fire Auxiliary Services Supervisory Unit employees who convert from the TBO to the MBO shall have any existing Administrative and/or Annual Leave carried over.

After converting to the MBO the employee shall be immediately eligible to accrue PTO; however, the employee’s combined Vacation and PTO balance shall not exceed the applicable caps established in the chart above. For example, if an employee with less than 10,400 service hours and in a classification that is regularly scheduled to work holidays carries over 200 Vacation Leave hours the employee shall only be eligible to accrue up to 120 PTO hours. If such employee then uses some Vacation Leave or PTO, the employee shall be eligible to accrue additional PTO hours, not to exceed the applicable cap.

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

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

- (i) Vacation Cash-Out: Employees who met the eligibility requirement for the vacation cash-out prior to selecting the MBO and pre-designated to cash-out vacation during the required pre-designation period while in the TBO, shall remain eligible to cash-out vacation leave. However, employees enrolled in the MBO shall not be eligible to pre-designate to cash-out vacation leave while enrolled in the MBO unless the employee intends to convert to the TBO during the next calendar year’s open enrollment period and starts accruing vacation that calendar year.
- (2) Modified Benefit Option to Traditional Benefit Option – Employees who convert from the MBO to the TBO shall carry over and may utilize their existing PTO balance (if any) and begin accruing vacation, holiday, and

sick leave immediately; however, the employee's combined Vacation and PTO balance shall not exceed the applicable vacation caps established in the Vacation Leave section of the Leave Provisions article. For example, if an employee with less than 18,720 service hours carries over 270 PTO hours and 30 Vacation Leave hours the employee shall only be eligible to accrue up to 20 Vacation Leave hours since the maximum allowed unused Vacation Leave is 320 hours. If such employee then uses some Vacation Leave or PTO, the employee shall be eligible to accrue additional Vacation Leave, not to exceed established cap. Fire Auxiliary Services Supervisory Unit employees who convert from the MBO to the TBO shall have any existing Administrative and/or Annual Leave carried over.

- (i) *PTO Cash-Out*: Employees who met the eligibility requirements for the PTO cash-out prior to converting from MBO to the TBO and pre-designated to cash-out PTO during the required pre-designation period while in the MBO, shall remain eligible to cash-out. However, employees enrolled in the TBO shall not be eligible to pre-designate to cash-out PTO while enrolled in the TBO unless employee intends to convert to the MBO option during next calendar year's open enrollment period and starts accruing PTO that calendar year.
- (h) Flexible Spending Account (FSA): Employees who select the MBO shall be eligible to participate in the FSA as provided in the FSA Article; provided, however, that employees who select the MBO, enroll in the Fire District-sponsored Blue Shield PPO Bronze Plan or an equivalent Teamsters Local 1932-sponsored bronze health plan, and elect to enroll in the FSA shall be eligible for up to a \$25.00 per pay period match to the FSA, to be credited on a quarterly basis. Employees who select both the Blue Shield PPO Bronze Plan and enroll in the FSA shall not receive the contribution to the Retirement Medical Trust.

## NEW EMPLOYEE ORIENTATION

### ELIGIBLE UNITS:

- **ALL UNITS**

New Employee Orientation (NEO) shall generally be held at the San Bernardino County Government Center located at 385 N. Arrowhead Ave, San Bernardino, CA.

At the conclusion of the County's NEO presentations, the Fire District shall provide Teamsters Local 1932 a thirty (30) minute period to meet with Teamsters Local 1932 bargaining unit employees to present information about the Union. The thirty (30) minute period shall commence at approximately 4:30 p.m., or earlier if time permits, on the day of NEO. The thirty (30) minute period will be on paid Fire District time. This thirty (30) minute period constitutes the access to NEO contemplated under Government Code Sections 3555-3559. Following implementation of this thirty (30) minute period the Fire District with the Teamsters Local 1932 shall periodically review how said period is serving within the NEO framework. At the request of the Fire District, Teamsters Local 1932 agrees to meet to review any concerns the Fire District has regarding the period.

In the event the County no longer conducts in-person new employee orientation, the Fire District agrees to meet and confer regarding the impact with Teamsters Local 1932.

In the event an employee does not attend the NEO that the employee was scheduled to attend, said employee will be scheduled to attend the next available NEO, as soon as administratively possible but no later than 60 days.

Teamsters Local 1932 may utilize the "Teamsters Activity Report" that is provided by the County to capture unit eligible employees. The Fire District shall provide employees that become eligible to a Teamsters bargaining unit due to promotion, classification change, etc. a one-time 30-minute session on Fire District paid time to meet at the worksite location with Teamsters Local 1932 and the session shall not interfere with department operations.



## NON-DISCRIMINATION

The Fire District 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.

## OBLIGATION TO SUPPORT

### ELIGIBLE UNITS:

- ALL UNITS

The parties agree that, subsequent to the execution of this Agreement and during the period of time any tentatively agreed-upon successor, amendment, addition, or deletion to this Agreement is before the Board of Directors (i.e., after ratification by the Union but before the Board of Directors take action), neither Teamsters nor Fire District Administration, nor their authorized representatives, will appear before the Board of Directors individually or collectively to advocate any further amendment, addition or deletion to the terms and conditions of this Agreement. It is further understood that this Article shall not preclude the parties from appearing before the Board of Directors nor meeting with individual members of the Board of Directors to advocate or urge the adoption and approval of any tentatively agreed-upon successor, amendment, addition, or deletion to this Agreement in its entirety.

## OVERTIME

### Section 1: Fair Labor Standards Act (FLSA) Covered Employees

- Policy.** It is the policy of the Fire District 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. The Fire District has the right to require overtime to be worked as necessary.
- 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.
- Overtime Compensation.** Any FLSA covered 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 one hundred (100) hours, for any hours on record immediately prior to promotion, demotion or termination of employment. For the classifications of Staff Analyst I and Staff Analyst II, the following shall apply: Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time which exceeds forty (40) hours, for any such time which has not been taken within six (6) pay periods after being accrued, or for any hours on record immediately prior to promotion, demotion or termination of employment.

- Variable Work Schedule.** 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. The work period normally does not exceed forty (40) hours. Employees currently on 9/80 work schedules may maintain such schedules provided a work period can be established and agreed to in writing by the Appointing Authority and the employee which includes forty (40) hours work each work period. 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 9/80 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.
- (f) Sick leave that is not pre-approved and sick leave used by employees on leave restriction shall not be considered as time actually worked for the purpose of calculating overtime. "Preapproved" shall mean notice (e.g., prescheduled doctor's appointment or sick leave for bereavement purposes) to management at least twenty-four (24) hours prior to the appointment.

## **Section 2: FLSA Exempt Employees**

- (a) Policy. It is the policy of the Fire District to discourage overtime payment to professional employees except as 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 a reasonable period of time. The Fire District has the right to require overtime to be worked as necessary.
- (b) Definition. Overtime for FLSA exempt employees shall be defined as all hours actually worked in excess of eighty (80) hours during a pay period. For purposes of defining overtime, sick leave shall not be considered as time actually worked. Time spent attending conferences, seminars and training programs 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 straight compensating time off. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time off accumulated in excess of eighty (80) hours, or for any hours on record immediately prior to promotion, demotion, or termination of employment.

Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is payable, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

- (d) Variable Work Schedule. The Appointing Authority, or designee, shall have the right to direct an employee to take such time off as necessary to insure that an employee's actual time worked does not exceed eighty (80) hours within any given pay period.
- (e) Work Period. The work period normally does not exceed forty (40) hours. Employees currently approved to work a 9/80 schedules may maintain such schedules provided a work period can be established and agreed to in writing by the Appointing Authority and the employee which includes forty (40) hours work each work period. 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 9/80 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

### ELIGIBLE UNITS:

- ALL UNITS

A pay period shall be comprised of fourteen (14) calendar days. A pay period under this Plan shall commence at 12:01 a.m., Saturday, and shall end at 12:00 a.m. (midnight) on the second Friday thereafter. Electronic paychecks shall be issued on the second Wednesday following the end of the preceding pay period, provided that the Auditor-Controller/Treasurer/Tax Collector may issue payments at an earlier date if possible.

## PAYROLL ADJUSTMENTS

### ELIGIBLE UNITS:

- ALL UNITS

In situations involving overpayment to an employee by the Fire District, 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 Division, when applicable, shall provide documentation showing the calculations of the overpayment to the employee. A meeting may be requested by the employee with the Fire District 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 the Fire District, 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 Director of Human Resources.

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 Fire District 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 of the request 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 Director of Human Resources must authorize payroll adjustments to correct any payroll error or omission for instances arising from an underpayment that occurred more than thirteen (13) pay periods prior to the request for payroll adjustment.

## PHYSICAL/MENTAL FITNESS

### ELIGIBLE UNITS:

- ALL UNITS

The parties agree that physical and mental fitness of Fire District employees is a reasonable requirement to perform the duties of the job and instill public confidence. Recognizing these important factors, the parties agree that the Fire District with reasonable cause, may require medical and psychological assessment of employees provided the Fire District 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 Fire District business.

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

## PREHEARING DISCUSSIONS

### ELIGIBLE UNITS:

- ALL UNITS

The parties agree that prior to submitting any matter within the appeal jurisdiction of the Civil Service Commission for adjudication, other than disciplinary matters; prior to submitting any matter within this Agreement for adjudication; or prior to the filing of a civil lawsuit, both parties shall discuss such matters at the earliest moment.

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

Upon declaration of impasse by either or both parties, the matter may be submitted to the Civil Service Commission within five (5) working days of such declaration.

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

## PROBATIONARY PERIOD AND TRAINEE APPOINTMENTS

### ELIGIBLE UNITS:

- ALL UNITS

#### Probationary Period

The probationary period for the Fire District positions will end at the end of the day in which the employee has completed the required number (1,040) of service hours, except for trainees.

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 Special District 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.

## PROVISIONS OF LAW

### ELIGIBLE UNITS:

- ALL UNITS

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 Charter of the San Bernardino County. If any part or provision of this Agreement is in conflict or inconsistent with such applicable provisions of those Federal, State, or County 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.

## PROMOTIONS

### ELIGIBLE UNITS:

- ALL UNITS

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

## RECRUITMENT AND REFERRAL BONUS PROGRAMS

### ELIGIBLE UNITS:

- ALL UNITS

- General. The Fire District 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.
- 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 Fire District. To apply, said position/classification must have had historical/demonstrable recruitment difficulty. The County's Director of Human Resources 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 any 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 2,080 service hours in the position/classification for which the original bonus was granted. 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 Director of Human Resources, 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 Director of Human Resources 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, the Fire District 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 2,080 service hours. 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 Director of Human Resources 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 2,080 service hours, 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.

## REEMPLOYMENT

### ELIGIBLE UNITS:

- ALL UNITS

- (a) A regular employee who has separated from the Fire District employment, and who is subsequently rehired in the same classification in a regular position within one year (i.e. beginning the first day of work by the 365th calendar day), 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 Appointing Authority and the County's Director of Human Resources. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board. Such employees begin accruing Vacation and Sick leave and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless such requirements are waived by the County's Director of Human Resources. The employee shall be provided a new date of hire for purposes of Fire District seniority.
- (b) A regular employee who has separated from the Fire District employment and who is subsequently rehired to a regular position in the same job family within one (1) year (i.e., beginning the first day of work by the 365th calendar day), may receive restoration of vacation accrual rate, sick leave and retirement contribution rate in the same manner described above. Such employees shall also suffer loss of seniority by being provided a new hire date and be required to serve a new probationary period, unless such requirements are waived by the County's Director of Human Resources.
- (c) A regular employee who has separated from Fire District employment, and who is subsequently rehired to a regular position in another job family within a ninety (90) calendar day period, must begin the first day of work within ninety (90) calendar days and beginning the first day of work by the ninety-first (91) day, may receive restoration of salary step (in the instance of rehire in a classification at the same pay range as the position originally held), vacation accrual rate, sick leave and retirement contribution rate in the same manner as described above. The employee shall be required to serve a new probationary period, unless waived by the County's Director of Human Resources. The employee shall be provided a new date of hire for purposes of Fire District seniority.
- (d) Reemployment from Layoff. A regular employee who has been laid off from the Fire District employment and is subsequently rehired to a regular position within one (1) year shall receive restoration of vacation accrual rate, and sick leave in the same manner as described above. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board.
- (e) For purposes of this Article, a regular employee shall mean an employee in a regular position who held regular status in any classification during the previous period of Fire District employment.

## RELOCATION

**ELIGIBLE UNITS:**

- **ALL UNITS**

- (a) 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 the Fire District 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.
- (b) Recruitment Relocation Assistance. To assist with the recruitment and appointment of qualified individuals to hard-to-recruit positions/classifications, upon request of the Appointing Authority, the County’s Director of Human Resources may authorize reimbursement of a new employee’s relocation-related expenses incurred as a result of accepting employment with the Fire District as follows:

Miles Relocated	Maximum Reimbursement
500 - 1,000 miles	\$1,000
1,001 - 2,000 miles	\$2,000
More than 2,000 miles	\$2,500

Such reimbursement may be provided to employees upon initial employment with the Fire District, provided that the employee (1) is appointed to a regular position; (2) submits original receipts documenting expenses incurred; and (3) agrees to remain employed in the regular position for at least twelve (12) months.

If the employee voluntarily resigns employment prior to completion of twelve (12) months service, the employee shall be required to reimburse the Fire District for any payment made under this Article. If the employee fails to reimburse the Fire District, action shall be taken to recover the amount owed via payroll recovery from the employee’s final pay.

## RENEGOTIATION

**ELIGIBLE UNITS:**

- **ALL UNITS**

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

The first order of business shall be negotiation of ground rules which shall establish the form and procedure for exchanging further proposals and counter-proposals.

If the Service Zone FP-5 Special Tax Review is no longer enacted or repealed for prior years, the Fire District shall have the right to meet and confer with Teamsters over the economic impact. The parties shall meet and confer no later than fifteen (15) days from the date of the request.



## RETIREMENT MEDICAL TRUST

**ELIGIBLE UNITS:**

- **ALL UNITS**

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 the Fire District. All of the distributions from the Trust Fund made to retirees or their eligible dependents for the reimbursement of qualified medical expenses as defined by the Internal Revenue 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 the Fire District 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
241 to 480	40%
481 to 600 hours	45%
601 to 720 hours	50%
721 to 840 hours	55%
841 to 1,400 hours	65%

**Section 3: Fire District Contributions**

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

Years of Continuous District Service	Percentage
10 but less than 15 years	1.50%
15 but less than 20 years	2.00%
20 or more years	2.50%

**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 the Fire District 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.

**Section 5: Meet and Confer**

Upon the request of Teamsters Local 1932, The Fire Districts agrees to meet and confer with Teamsters Local 1932, subject to the requirements of the MMBA and any applicable laws, to discuss any proposed modification for participation/funding/eligibility in the Fire District’s RMT or participation/funding/eligibility of any agreed-upon retiree health component of the Teamsters-sponsored Healthcare Trust.

**RETIREMENT SYSTEM CONTRIBUTIONS**

**ELIGIBLE UNITS:**

- ALL UNITS

**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.

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

under this Section on behalf of the employee which shall be in lieu of the employee's contributions, and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code. The amounts picked up under this Section shall be recouped through offsets against the salary of each employee for whom the Fire 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 Fire District under this Section shall be treated as compensation paid to Fire District employees for all other purposes, including calculation of retirement benefits. No employee shall have the option to receive the Retirement System contribution amounts directly instead of having them paid to the County Retirement System.

**Section 3: Special Provisions**

Employees with at least twenty-five (25) years of service as set forth in Government Code section 31625.3 as of June 18, 2011, and who either already have or thereafter attain thirty (30) years of service credit as set forth in Government Code section 31625.3 shall have one (1) opportunity during the employee's employment to receive cash payments of seven percent (7%) of earnable compensation for up to twenty-six (26) consecutive pay periods.

**Section 4: Survivor Benefits for General Retirement Members Administered by San Bernardino County Employees Retirement Association (SBCERA)**

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

## RETURN-TO-WORK COMPENSATION

**ELIGIBLE UNITS:**

- ALL UNITS

**Section 1: Purpose**

Return-to-work compensation is designed to compensate employees for being available to return to work with limited notice and for hours not previously regularly scheduled. There are three types of return-to-work compensation covered by this Section: on-call; standby; and callback. Assignment and approval of return-to-work compensation shall be made by the Appointing Authority or designee based upon the needs of the service.

**Section 2: On-Call Compensation**

- (a) On-call duty requires the employee to return a call or page as soon as practicable but not to exceed thirty (30) minutes.
- (b) Employees assigned to be on-call shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to report to their work site within one (1) hour after notification. Employees can also be given a designated time of more than one (1) hour to report by the Appointing Authority or designee.
- (c) While assigned to on-call duty, the employee shall be free to use the time for his or her own purposes.
- (d) On-call duty shall be compensated at the rate of four dollars (\$4.00) for each full hour of duty or portion thereof. On-call time shall not count as hours worked.
- (e) The employee shall not receive on-call compensation once the employee begins work or for break and lunch periods during regular working hours.

**Section 3: Standby Compensation**

- (a) Standby duty requires the employee to return a call or page as soon as practicable but not to exceed ten (10) minutes.
- (b) Employees assigned to standby duty shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) after being told to report to work, the employee shall arrive at the work site no later than the time it takes to commute between the employee’s home and the work site. Employees can also be given a designated time to report by the Appointing Authority or designee.
- (c) For employees in Supervisory Classifications, standby duty shall be compensated at the rate of \$3.50 for each full hour of duty or portion thereof. For employees in Supervisory Classifications standby duty shall not count as hours worked.
- (d) For employees in all classifications (except Supervisory), standby pay shall be compensated at minimum wage as provided in the California Industrial Welfare Commission for each full hour of standby duty or portion thereof. Standby hours under this provision shall count as hours worked for overtime purposes.

Examples of application of this provision for computing overtime:

Employee earning \$15.00 per hour works 40 hours in a work period, plus 20 hours of standby.

40 x \$15.00 (base salary rate) <sup>1</sup>	=	\$600.00
20 x \$ 8.00 (standby minimum wage*)	=	\$160.00
	=	\$760.00

\$760.00 divided by 60 hours worked (regular rate of pay) <sup>2</sup>	=	\$12.67
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Pay for this week should be:

40 hours regular pay	=	\$600.00
20 hours standby x \$8.00 per hour	=	\$160.00
20 hours overtime (\$12.67 x .5)	=	\$126.70

Total \$600.00 plus \$160.00 plus \$126.70	=	\$886.70
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<sup>1</sup>Base salary rate is defined in Salary Adjustment.

<sup>2</sup>Regular rate of pay is defined within the requirements of the Fair Labor Standards Act to include all remuneration for employment paid to the employee. When more than one rate of pay is paid for hours worked, the regular rate of pay is calculated using the weighted average of the rates of pay.

\*This is an example only and may not contain the current State minimum wage.

- (e) The employee shall not receive standby compensation once the employee begins work, or for break and lunch periods during regular working hours.

**Section 4: Call-Back Compensation**

- (a) Call-back pay is used when an employee in a regular position returns to active duty and the work site at the request of the Appointing Authority or designee after said employee has been released from active duty and has left the work site. An employee need not be assigned to on-call or standby duty to receive call-back compensation.
- (b) Call-back compensation shall be paid in the following manner: The employee shall be paid for two (2) hours at

one-time the base hourly rate of pay for each call-back occurrence. Said compensation shall be in lieu of any travel time and expense to and from home and the first or last work contact point. All time actually worked shall be considered as time actually worked for purposes of the section on "Overtime."

- (c) Employees shall not be eligible for call-back pay in the following situations: (1) special tours of duty scheduled in advance; (2) the employee is called back within two (2) hours of the beginning of a scheduled tour of duty; or (3) the employee is not required to leave home. The employee shall report all time actually worked within a pay period. Such time shall be cumulative and shall be considered as time actually worked for the purposes of the section on "Overtime."

## SALARY ADJUSTMENT

### ELIGIBLE UNITS:

#### Section 1: Across the Board Wage Increase

- (a) Effective the pay period following Board approval, the Fire District shall provide all classifications covered by the MOU with a one and one-half percent (1.50%) across the board salary increase.
- (b) Effective February 24, 2024, the Fire District shall provide all classifications covered by the MOU with a two percent (2.00%) across the board salary increase. The parties agree to divert one-half percent (0.50%) from the February 24, 2024 across the board increase to the Teamsters 1932 Retiree Component of the Teamsters Healthcare Trust. The diversion of the across the board increase will result in an employee contribution to the Teamsters Healthcare Trust as defined under Section 6(c) of the Healthcare Trust Article.
- (c) Effective February 22, 2025, the Fire District shall provide all classifications covered by the MOU with a three percent (3.00%) across the board salary increase, subject to the following:

If the District's total Taxes (amongst all Fire District Zones) is less than a two percent (2.00%) increase in 2023-24 compared to 2022-23, as delineated in the combined Administration and Service Zone pages of the San Bernardino County Fire Protection District section of the San Bernardino County's Budget Book, then the Fire District shall have the right to meet and confer with Teamsters Local 1932 over its financial ability to fund this increase, provided that any modification of this agreement must be by mutual written consent.

If the parties are unable to reach an agreement by February 22, 2025, the increase due on that date shall be deferred until August 23, 2025, or as otherwise agreed by the parties in the meet and confer process.

- (d) Effective February 21, 2026, the Fire District shall provide all classifications covered by the MOU with a three percent (3.00%) across the board salary increase, subject to the following:

If the District's total Taxes (amongst all Fire District Zones) is less than a two percent (2.00%) increase in 2024-25 compared to 2023-24, as delineated in the combined Administration and Service Zone pages of the San Bernardino County Fire Protection District section of the San Bernardino County's Budget Book, then the Fire District shall have the right to meet and confer with Teamsters Local 1932 over its financial ability to fund this increase, provided that any modification of this agreement must be by mutual written consent.

If the parties are unable to reach an agreement by February 21, 2026, the increase due on that date shall be deferred until August 22, 2026, or as otherwise agreed by the parties in the meet and confer process.

The base salary ranges and rates shall be applicable on the dates indicated for all classifications in these Units. (See Appendix B for classification listing and salary range and Appendix C for salary tables.)

**Section 2: Equity Adjustment**

The Fire District agrees to implement the following equity adjustment:

JOB CODE	CLASSIFICATION	NEW RANGE	EFFECTIVE DATE
46199	Computerized Mapping Analyst	31	Pay Period Following Board Approval
43033	EMS Training Supervisor	53A	Pay Period Following Board Approval
40629	Office Assistant I	4M	July 27, 2024
40650	Office Assistant II	7M	July 27, 2024

Step hours shall not be reset for employees who receive an equity increase. Therefore, employees shall be eligible to advance to the next step, if applicable, upon completion of 1,040 service hours from their most recent merit advancement in accordance with the requirements of the Merit Advances Article.

**Section 3: New Top Step**

**ELIGIBLE UNITS:**

- ALL UNITS

Effective July 25, 2026, the Fire District shall add a new top step at approximately two and one-half percent (2.5%) above the then current top step for all non-trainee salary ranges. Employees who are at the existing top step on that date and have completed 1,040 service hours at that step and meeting job performance standards prior to the effective date of the new top step, are eligible to advance on July 25, 2026.

**Section 4: Revenue-Sharing Initiative**

**ELIGIBLE UNITS:**

- ALL UNITS

- If there is no loss of Service Zone FP-5 Special Tax Revenue received in Fiscal Year 2023-24, then for every one percent (1.00%) in "Taxes" growth received in Fiscal Year 2023-24 above four percent (4.00%), as delineated in the combined Administration and Service Zone pages of the San Bernardino County Fire Protection District section of the San Bernardino County's Budget Book, the Fire District will provide a one-half percent (0.50%) equity for all classifications in the Teamster's unit on February 22, 2025, up to a maximum equity of one percent (1.00%). In the event that this provision is triggered at the one percent (1.00%), the parties agree to divert one-half percent (0.50%) from the February 22, 2025 Revenue-Sharing Initiative to the Teamsters 1932 Retiree Component of Teamsters Healthcare Trust. This diversion of the Revenue-Sharing Initiative will result in an employee contribution to the Teamsters Healthcare Trust as defined under Section 6(c) of the Healthcare Trust Article.
- If there is no loss of Service Zone FP-5 Special Tax Revenue received in Fiscal Year 2024-25, then for every one percent (1.00%) in "Taxes" growth received in Fiscal Year 2024-25 above four percent (4.00%), as delineated in the combined Administration and Service Zone pages of the San Bernardino County Fire Protection District section of the San Bernardino County's Budget Book, the Fire District will provide a one-half percent (0.50%) equity for all classifications in the Teamster's unit on February 21, 2026, up to a maximum equity of one percent (1.00%).

Any equity resulting from the provisions of the Revenue-Sharing Initiative shall be ongoing. This section of the Article is not subject to renewal or extension thus will be deleted at the conclusion of this Agreement.

## SALARY RATES AND STEP ADVANCEMENTS

**ELIGIBLE UNITS:**

- **ALL UNITS**

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 through step 7 with the approval of the appointing authority and through the top step of the salary range with the approval of the Appointing Authority and the County’s Director of Human Resources.

Within the base salary range, all step advancements will be automatically made at the beginning of the pay period following the pay period in which the employee completes the required number of service hours. Approval for advancement shall be based upon completion of required service hours in the classification, satisfactory work performance and Appointing Authority recommendation. An employee whose step advancement is denied shall not be eligible for reconsideration for step advancement except as provided in the Section, “Merit Advancements.”

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

Employees shall be eligible for step advancement after completion of increments of 1,040 hours until the top step of the range is reached.

Example:

Hire Step	1	7
After 1040 hours*	2	8
After additional 1,040 hours*	3	9
After additional 1,040 hours*	4	10
After additional 1,040 hours*	5	11
After additional 1,040 hours*	6	12
After additional 1,040 hours*	7	13
After additional 1,040 hours*	8	14
After each additional 1,040 hours until the top of the range is reached*	9	N/A

\*Assumes satisfactory work performance and Appointing Authority recommendation.

An appointing authority may request, in limited exceptional circumstances and with adequate justification, the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity, subject to the recommendation of the Director of Human Resources and the final approval of the Chief Executive Officer or his/her designee. The County’s Director of Human Resources may authorize the adjustment of the salary step or salary rate of an employee to correct any payroll error or omission, including any such action, which may have arisen in any prior fiscal year.

## SECTION 125 PREMIUM CONVERSION PLAN

### ELIGIBLE UNITS:

- ALL UNITS

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

### ELIGIBLE UNITS:

- ALL UNITS

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 shall establish the actual number of hours, which comprises the standard tour of duty for each position. The appointing authority may modify or change the number of hours in a standard day, tour of duty or shift for each position to meet the needs of the service. When appointing authorities find it necessary to make such modifications or changes, they shall notify the affected employee(s) in writing indicating the proposed change prior to its implementation advising them to contact Teamsters or the appointing authority if they have any questions. Any such modifications or changes may not be implemented until the affected employee has received a minimum notice of fourteen (14) calendar days, unless the employee(s) specifically consents to a lesser time period, or in the event of an emergency. If the change affects a significant number of employees, Teamsters shall be notified. When a change would affect a significant number of employees and Teamsters requests to meet and confer regarding the impact of the change on employees, the first step, within ten (10) calendar days of the notification of change, shall be to meet to discuss the impact of schedule changes on employees. The phrase "significant number" shall mean: (a) a majority of the employees in this Unit; (b) a majority of the employees within a department, division, or work unit; or (c) all of the employees within a specific classification in this Unit.

If the parties are unable to reach agreement on the impact of the schedule change, either party may request the assistance of a mediator. The parties shall make every effort to complete the mediation process within thirty (30)



calendar days from the date the mediator was requested.

## STATE DISABILITY INSURANCE

### ELIGIBLE UNITS:

- ALL UNITS

Fire District agrees to pay the premium for State Disability Insurance for each employee assigned to the Fire District's Hazardous Materials Division in regular positions budgeted for forty-one (41) or more hours per pay period. Effective the pay period following Board approval, the Fire District agrees to pay the premium for State Disability for each employee in a regular position budgeted for forty-one (41\_) or more hours per pay period.

## TEMPORARY PERFORMANCE OF HIGHER LEVEL DUTIES

### ELIGIBLE UNITS:

- ALL UNITS

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 Appointing Authority or designee and County's Director of Human Resources or designee and the employee shall be required to meet standards for satisfactory performance. Appointments to regular positions of trainees or underfills are exempt from the provisions of this Article.

### Assignment Criteria:

- 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 Directors. 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. This provision shall not be used to circumvent the merit system of promotion and approval of such a request shall state the appropriate/selection process where applicable.
- 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 with the Overtime article of the MOU for 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 Director of Human Resources will determine the amount in increments of one-half percent (½%) from a minimum of two and one-half percent (2½%) up to a maximum of seven and one-half percent (7½%). 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 shall be initiated by the Appointing Authority when the Appointing Authority deems it is necessary for an employee to temporarily perform higher level duties, in such circumstances, the Appointing Authority maintains responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this Article. This does not preclude the employee from requesting Temporary Performance Compensation via the appointing authority. 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 Director of Human Resources written approval, assignment of the greater level of duties, and signed acceptance by the employee.

Under no circumstances will Temporary Performance Compensation be granted retroactively, unless there is an unreasonable delay or denial in the process of the Temporary Performance Compensation caused by the Fire District (e.g., a supervisor goes on a 3 month leave of absence and before going on leave forgets to submit the signed form, etc.). If there is an unreasonable delay or denial caused by the Fire District, the Temporary Performance Compensation shall be granted retroactive to the date that the approved form (i.e., the form executed by the Department) was signed by the employee.

Requests for Temporary Performance Compensation shall be reviewed by the County's Director of Human Resources.

Denial of compensation due to assignment (Assignment Criteria) shall not be subject to the Grievance Procedure; provided, however, that employees who are denied compensation may submit a written appeal to the Director of Human Resources or designee. The Director of Human Resources or designee shall review the matter and provide a written response to the employee within 30 days unless the parties mutually agree to extend the timeframe.

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

### ELIGIBLE UNITS:

- ALL UNITS

The term of this Memorandum of Understanding shall commence upon approval by the Board of Directors, and this Memorandum of Understanding Agreement shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of February 28, 2027. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. (midnight) of February 28, 2027, the terms and conditions required by law 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 under the provisions of the Employee Relations Ordinance, whichever occurs sooner.

## TIME AND LABOR REPORTS

### ELIGIBLE UNITS:

- ALL UNITS

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.

The Fire District reserves the right to use other time accumulation devices. If errors result from the improper or unclear preparation of Time and Labor Reports by the employee, the employee shall hold harmless the Fire District for any delays in warrant processing.

## TOOL ALLOWANCE

### (a) Allowance

The Fire District will pay the Vehicle Services Supervisor position a tool allowance to compensate for any costs associated with tool purchase and replacement. This lump sum payment of \$500.00 will be paid for pay period 3 of each calendar year.

### (b) Administration

The annual tool allowance shall be paid in a lump sum to employees in regular positions who are in paid status

in pay period 3 of each calendar year. An eligible employee in a regular position who is part-time or job-sharing shall be eligible for a prorated lump-sum payment based on regularly scheduled hours. Those employees appointed after pay period 3 shall receive a prorated tool allowance payment at the time of their appointment. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their appointment. Granting of this tool allowance shall not affect any other provisions made by the department for tool replacement, repair, or purchase. Employees not in paid status (i.e., not coding paid hours) in pay period 3 shall receive a prorated tool allowance payment upon return to paid status. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their return to paid status. However, an employee who is not in paid status during the entire calendar year, i.e., not in paid status from pay period 1 through pay period 26 (or 27 when applicable) shall not receive the annual tool allowance for the calendar year(s) during which he/she was not in paid status. For example, if an employee is not in paid status from December of 2014 through September 2016, and then returns to paid status in October 2016, the employee shall receive a prorated tool allowance payment for calendar year 2016 upon his return to paid status but shall not receive the calendar year 2015 allowance because the employee was not in paid status for the entire 2015 calendar year. Any employee separating from the Fire District employment at the conclusion of a leave of absence shall not receive the tool allowance.

## TUITION/LICENSURE REIMBURSEMENT

### ELIGIBLE UNITS:

- ALL UNITS

#### Section 1: Tuition Reimbursement

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

The Fire District will each establish a career development, training, and education fund for use by employees in regular positions with at least twelve (12) months of Fire District service as follows:

Fire District: \$40,000

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 the Fire District.

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.

#### Section 2: Hazardous Material Licensure Endorsement Reimbursement

The Fire District shall reimburse employees for the costs incurred to maintain the Hazmat Endorsement (i.e., \$100 every other year).

Eligibility for reimbursement is contingent upon proof of a current and valid Hazardous Material Licensure Endorsement through the State of California and verification of the Transportation Security Administration background clearance.

**Section 3: Job Sharing and Part-Time Employees**

Benefits under this article shall be pro-rated for job share and part-time employees.

## USE OF BULLETIN BOARDS

**ELIGIBLE UNITS:**

- **ALL UNITS**

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

- (a) Scheduled Teamsters meetings, agenda and minutes.
- (b) Information on Teamsters elections and the results.
- (c) Information regarding Teamsters social, recreational, and related news bulletins.
- (d) Reports of official business of Teamsters, including reports of committees or the Teamsters Local 1932 Executive Board.

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

Notices that are posted, distributed through the mail system, or placed in an employee's Fire District mailbox shall not be obscene, derogatory, defamatory, or of a political nature, or directed at any employee or official in the Fire District; nor shall they pertain to public issues which do not involve the Fire District or its relations with County employees.

All notices to be posted must be dated and signed by an authorized representative of Teamsters, with a copy to be submitted (electronically, delivered, or faxed) to the Employee Relations Division Chief or designee for review prior to posting or distribution through the Fire District mail room.

In cases where Teamsters represents more than one (1) authorized employee representation Unit at a work location, the space described above will become the bulletin board space for all employees represented by Teamsters at that work location.

## UNIFORMS

**ELIGIBLE UNITS:**

- **ALL UNITS**

The Fire District shall continue to provide uniforms to unit employees consistent with the the Fire District Ops Directives.

## UNION LEAVE

### ELIGIBLE UNITS:

- ALL UNITS

#### Section 1: Fire District Paid Union Training Leave.

- (a) Purpose. The Fire District shall establish a Union Training Leave bank of 64 hours per calendar year that may be used by designated members for the purpose of attending periodic union-provided/sponsored training (e.g., steward training), seminars and conferences. Union Training Leave shall not be granted for members to engage in political and organizing activities.

It is expressly agreed and understood that the Fire District shall not be obligated or responsible for any of the expenses or costs related to member's attendance at such training, seminars or conferences.

- (b) Release Time. Members who wish to utilize Union Training Leave under Section 1 shall notify and obtain approval from their immediate supervisor as far in advance as possible prior to the date they wish to use such leave. The release time for Union Training Leave shall not be counted as hours worked for purposes of calculating overtime, and the work schedules of members who use Union Training Leave shall not be adjusted to provide paid release time that would otherwise be off duty time. The use of Union Training Leave shall not unduly interfere with operations of the Fire District nor shall the Fire District unreasonably deny any request for use of Union Training Leave. Teamsters shall maintain accurate and current records of Union Training Leave used by its members. These records shall be provided to the Fire District upon its request.

#### Section 2: Union Paid Leave of Absence.

- (a) Purpose. An employee, not currently on any other leave of absence from the Fire District, shall, upon the request of Teamsters Local 1932 and approval of the Fire District, be granted a Union Paid Leave of Absence, which is a reasonable leave of absence from the Fire District without loss of compensation (up to the employees standard hours per pay period) or other benefits for the purpose of the employee's service to Teamsters Local 1932 as a steward, officer, or representative of Teamsters Local 1932. Any request by Teamsters shall not be unreasonably denied. Compensation during this leave of absence shall not exceed payment for the employee's standard tour of duty and excludes differential or other specialized pay for duties the employee will no longer perform. For example, an employee who works the night shift for the Fire District and receives differential pay while doing so will be ineligible for the shift differential during the union paid leave of absence.

A leave under this section may be granted on a full time (e.g. leave of absence for any number of consecutive days), part-time, periodic or intermittent basis (e.g. every month to present at New Employee Orientation or to attend Executive Board meetings or as provided for under Section 1 and 2 of the Authorized Employee Representatives Article), as approved by County Fire. Full-time continuous leave shall not exceed one (1) year from the first day the leave commences, as approved by the Fire District. Section 2 is intended to satisfy Government Code section 3558.8.

- (b) Review. Any request for a part-time, periodic or intermittent leave, other than for those reasons specified in Section 2 of the Authorized Employee Representatives Article, shall be made in writing to the Fire District as far in advance of the release date as reasonably possible based on the circumstances. Requests for leave under Section 2 of the Authorized Employee Representative Article shall be in accordance with the requirements of that Article.

A request for a full-time Union Paid Leave of Absence under Section 2(a) shall be submitted in writing by Teamsters Local 1932 to the Director of Human Resources at least sixty (60) days in advance of the requested release date.

- (c) Employee Responsibilities. While on a Union Paid Leave of Absence, the employee shall be required to adhere

to the same requirements, processes and expectations for use of leave (e.g., sick, vacation, holiday, etc.) consistent with the MOU, and accurate reporting of time in the Fire District's payroll system. Additionally, an employee shall not perform any county work while on a Union Paid Leave of Absence.

- (d) Payment to County Fire. Teamsters Local 1932 shall reimburse the Fire District for all costs associated with a Union Paid Leave of Absence, as determined by the Fire District, including, but not limited to, base pay, the Fire District's retirement fund contributions, medical premium subsidy, the value of pro-rated leave accruals and County Fire-paid benefits received (e.g., Medicare contributions, life insurance premiums, workers compensation, etc.) Reimbursement to the Fire District by Teamsters Local 1932 shall be made no later than 30 calendar days from receipt of the Fire District's certification of expenses to Teamsters.

Teamsters Local 1932 and/or the employee shall be required to execute any payroll forms, certifications of time or other documents required by the Fire District to ensure that the time reporting is accurate and the employee is performing the duties of a steward or officer or representative of Teamsters Local 1932 during all reported working hours. Teamsters Local 1932 agrees that the work assigned to County Fire employees on a Union Paid Leave of Absence is exempt from overtime under the Fair Labor Standards Act and that the Fire District assumes no financial responsibility for any wage and hour claims arising out of hours worked for Teamsters Local 1932 during the Union Paid Leave of Absence.

- (e) Reinstatement. As soon as practicable after the conclusion or termination of the Union Paid Leave of Absence, the employee shall be reinstated to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification.

Teamsters Local 1932 retains the right to terminate a Union Paid Leave of Absence at any time. Teamsters Local 1932 agrees to notify the Fire District of the termination of a full-time or part-time Union Paid Leave of Absence at least fourteen (14) calendar days in advance of the termination.

The employee shall earn full retirement service credit during the Union Paid Leave of Absence and shall pay his or her member contributions.

- (f) Work Urgency. The Fire District reserves the right to recall any employee on a Union Paid Leave of Absence due to a work urgency.
- (g) Adherence to County policy and laws. During the Union Paid Leave of Absence Teamsters Local 1932 agrees to report to the Fire District any egregious misconduct (e.g., workplace violence/threats/harassment, substance abuse, etc.) while the employee is on the Union Paid Leave of Absence.
- (h) Indemnification. Teamsters Local 1932 agrees to indemnify, defend, and hold harmless, the Fire District for any act or omission of, or an injury suffered by an employee on Union Paid Leave of Absence if that act, omission, or injury occurs during the course and scope of the Union Paid Leave of Absence. An employee on a Union Paid Leave of Absence shall not be covered by the Fire District's Worker's Compensation Insurance while performing work for Teamsters Local 1932.

## USE OF COUNTY FIRE RESOURCES

### ELIGIBLE UNITS:

- **ALL UNITS**

Teamsters will be granted permission to use Fire District 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 Fire District needs. Permission to use Fire District facilities must be obtained by Teamsters from the appropriate appointing authority. Teamsters shall be held fully responsible for any damages to and the security of any Fire District facilities that are used by Teamsters. No Fire District vehicles, equipment, computers, time, or

supplies may be used in connection with any activity of Teamsters, except as may be otherwise provided in this Agreement.

## VOLUNTARY TIME OFF

### ELIGIBLE UNITS:

- **ALL UNITS**

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:

- VTO may be taken in the same manner as vacation time except that VTO must be used in one-hour increments and is limited to 80 hours per calendar year.
- 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, Fire District-paid life insurance, and Fire District-paid vision care.
- VTO does not count as hours worked for purposes of computing overtime. Fire District 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.

- 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
- VTO is an entirely voluntary program. No employee may be required to take VTO.
- VTO may be taken by request of the employee and upon approval of the appointing authority.

## WORK DISRUPTION

### ELIGIBLE UNITS:

- **ALL UNITS**

The parties agree that no work disruptions shall be caused or sanctioned by Teamsters during the term of this Agreement. Work disruptions include, but are not limited to: sit-down, stay-in, speed-up, sick-out, or slowdown in any operation of the Fire District, or any curtailment of work, disruption, or interference with the operations of the 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 the Fire District is grounds for disciplinary action, including termination. The parties agree that no lockout of employees shall be instituted by the County during the term of this Agreement, unless such work disruptions occur.



**APPENDIX A – APPROVAL BY BOARD OF DIRECTORS**

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

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

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

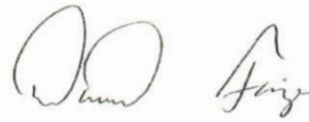
DATED: DEC 05 2023

**SAN BERNARDINO COUNTY  
FIRE PROTECTION DISTRICT**

**TEAMSTERS LOCAL 1932**

  
\_\_\_\_\_  
**LEO GONZALEZ**  
County Labor Relations Chief

  
\_\_\_\_\_  
**RICH SMITH**  
Business Agent

  
\_\_\_\_\_  
**DAVID FARUGIA**  
Business Agent

**RECOMMENDED FOR BOARD OF DIRECTORS APPROVAL:**

  
\_\_\_\_\_  
**LUTHER SNOKE**  
Chief Executive Officer

**BOARD OF DIRECTORS**

  
\_\_\_\_\_  
**DAWN ROWE, Chair**

DEC 05 2023  
Date

## APPENDIX B – CLASSIFICATION AND SALARY RANGES

Job Code	Job Title	Unit	Range Effective 07/30/2022
40046	Accountant II	Fire Auxiliary Services Unit	32
43211	Accounting Technician	Fire Auxiliary Services Unit	23
46201	Account Representative	Fire Auxiliary Services Unit	16
44797	Administrative Assistant-Fire	Fire Auxiliary Services Unit	22
44800	Administrative Secretary I	Fire Auxiliary Services Unit	18
44802	Administrative Secretary II	Fire Auxiliary Services Unit	21
40079	Administrative Supervisor I	Fire Auxiliary Services Supervisory Unit	43
46221	Assistant Fire Marshal Hazmat	Fire Auxiliary Services Supervisory Unit	48
40080	Automated Systems Analyst I	Fire Auxiliary Services Unit	36
40216	Automated Systems Analyst II	Fire Auxiliary Services Unit	43
40085	Automated Systems Technician	Fire Auxiliary Services Unit	26
44030	Business Systems Analyst III	Fire Auxiliary Services Unit	51
43026	Collections Officer I	Fire Auxiliary Services Unit	25
40045	Collections Officer II	Fire Auxiliary Services Unit	27
43023	Collections Officer Trainee	Fire Auxiliary Services Unit	21
43028	Communications Technician	Fire Auxiliary Services Unit	36
46199	Computerized Mapping Analyst	Fire Auxiliary Services Unit	29
43033	EMS Training Supervisor	Fire Auxiliary Services Supervisory Unit	53
40645	Fiscal Assistant	Fire Auxiliary Services Unit	15
40053	Fiscal Specialist	Fire Auxiliary Services Unit	18
43096	Front Counter Technician	Fire Auxiliary Services Unit	27
40220	Geographic Info Sys Tech I	Fire Auxiliary Services Unit	25
43999	Hazardous Materials Technician I	Fire Auxiliary Services Unit	4M
46217	Hazardous Materials Technician II	Fire Auxiliary Services Unit	25
46218	Hazardous Materials Technician III	Fire Auxiliary Services Unit	28
46232	Household Hazardous Waste Event Coordinator	Fire Auxiliary Services Unit	20
40209	Information Systems Analyst I	Fire Auxiliary Services Unit	40T
40210	Information Systems Analyst II	Fire Auxiliary Services Unit	46
40211	Information Systems Analyst III	Fire Auxiliary Services Unit	53
40619	Lead Office Specialist	Fire Auxiliary Services Unit	22
44025	Management Information Systems Supervisor	Fire Auxiliary Services Supervisory Unit	56
40041	Media Specialist	Fire Auxiliary Services Unit	34
40629	Office Assistant I	Fire Auxiliary Services Unit	3M-T
40650	Office Assistant II	Fire Auxiliary Services Unit	12
40655	Office Assistant III	Fire Auxiliary Services Unit	15
40627	Office Specialist	Fire Auxiliary Services Unit	20
40620	Payroll Specialist	Fire Auxiliary Services Unit	16
46175	Personnel Services Supervisor	Fire Auxiliary Services Supervisory Unit	28
46225	Public Information Officer	Fire Auxiliary Services Unit	49
46200	Service Center Supervisor	Fire Auxiliary Services Supervisory Unit	31
43074	Special Projects Leader	Fire Auxiliary Services Unit	53
46233	Staff Analyst I	Fire Auxiliary Services Unit	33
43073	Staff Analyst II	Fire Auxiliary Services Unit	39
40208	Staff Analyst II-Trainee	Fire Auxiliary Services Unit	31
40034	Supervising Collections Officer	Fire Auxiliary Services Supervisory Unit	31
40028	Supervising Emergency Services Officer	Fire Auxiliary Services Supervisory Unit	44
40635	Supervising Fiscal Specialist	Fire Auxiliary Services Supervisory Unit	26
49105	Vehicle Services Supervisor	Fire Auxiliary Services Supervisory Unit	47











APPENDIX C – SALARY SCHEDULES

Effective Pay Period following Board Approval



Effective 12/16/2023		1.5% Across the Board													
		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
58T	Annual	108,721.60	111,488.00	114,275.20	117,104.00	120,036.80	123,032.00	126,152.00	129,251.20	132,516.80	135,803.20	139,193.60	142,667.20	146,244.80	149,947.20
	Hourly	52.27	53.60	54.94	56.30	57.71	59.15	60.65	62.14	63.71	65.29	66.92	68.59	70.31	
	Approx Bi-Wk	4,181.60	4,288.00	4,395.20	4,504.00	4,616.80	4,732.00	4,852.00	4,971.20	5,096.80	5,223.20	5,353.60	5,487.20	5,624.80	
	Approx. Mon	9,060.13	9,290.67	9,522.93	9,758.67	10,003.07	10,252.67	10,512.67	10,770.93	11,043.07	11,316.93	11,599.47	11,888.93	12,187.07	
	Annual	108,721.60	111,488.00	114,275.20	117,104.00	120,036.80	123,032.00	126,152.00	129,251.20	132,516.80	135,803.20	139,193.60	142,667.20	146,244.80	
59	Hourly	53.60	54.94	56.30	57.71	59.15	60.65	62.14	63.71	65.29	66.92	68.59	70.31	72.09	73.88
	Approx Bi-Wk	4,288.00	4,395.20	4,504.00	4,616.80	4,732.00	4,852.00	4,971.20	5,096.80	5,223.20	5,353.60	5,487.20	5,624.80	5,767.20	5,910.40
	Approx. Mon	9,290.67	9,522.93	9,758.67	10,003.07	10,252.67	10,512.67	10,770.93	11,043.07	11,316.93	11,599.47	11,888.93	12,187.07	12,495.60	12,805.87
	Annual	111,488.00	114,275.20	117,104.00	120,036.80	123,032.00	126,152.00	129,251.20	132,516.80	135,803.20	139,193.60	142,667.20	146,244.80	149,947.20	153,670.40
59T	Hourly	53.60	54.94	56.30	57.71	59.15	60.65	62.14	63.71	65.29	66.92	68.59	70.31	72.09	
	Approx Bi-Wk	4,288.00	4,395.20	4,504.00	4,616.80	4,732.00	4,852.00	4,971.20	5,096.80	5,223.20	5,353.60	5,487.20	5,624.80	5,767.20	
	Approx. Mon	9,290.67	9,522.93	9,758.67	10,003.07	10,252.67	10,512.67	10,770.93	11,043.07	11,316.93	11,599.47	11,888.93	12,187.07	12,495.60	
	Annual	111,488.00	114,275.20	117,104.00	120,036.80	123,032.00	126,152.00	129,251.20	132,516.80	135,803.20	139,193.60	142,667.20	146,244.80	149,947.20	
60	Hourly	54.94	56.30	57.71	59.15	60.65	62.14	63.71	65.29	66.92	68.59	70.31	72.09	73.88	75.71
	Approx Bi-Wk	4,395.20	4,504.00	4,616.80	4,732.00	4,852.00	4,971.20	5,096.80	5,223.20	5,353.60	5,487.20	5,624.80	5,767.20	5,910.40	6,056.80
	Approx. Mon	9,522.93	9,758.67	10,003.07	10,252.67	10,512.67	10,770.93	11,043.07	11,316.93	11,599.47	11,888.93	12,187.07	12,495.60	12,805.87	13,123.07
	Annual	114,275.20	117,104.00	120,036.80	123,032.00	126,152.00	129,251.20	132,516.80	135,803.20	139,193.60	142,667.20	146,244.80	149,947.20	153,670.40	157,476.80
60T	Hourly	54.94	56.30	57.71	59.15	60.65	62.14	63.71	65.29	66.92	68.59	70.31	72.09	73.88	
	Approx Bi-Wk	4,395.20	4,504.00	4,616.80	4,732.00	4,852.00	4,971.20	5,096.80	5,223.20	5,353.60	5,487.20	5,624.80	5,767.20	5,910.40	
	Approx. Mon	9,522.93	9,758.67	10,003.07	10,252.67	10,512.67	10,770.93	11,043.07	11,316.93	11,599.47	11,888.93	12,187.07	12,495.60	12,805.87	
	Annual	114,275.20	117,104.00	120,036.80	123,032.00	126,152.00	129,251.20	132,516.80	135,803.20	139,193.60	142,667.20	146,244.80	149,947.20	153,670.40	







APPENDIX C – SALARY SCHEDULES

Effective 02/24/2024



Table with 15 columns (Step 1 to Step 14) and multiple rows. It lists salary schedules for various job grades and roles such as 29, 29T, 30, 30T, 31, 31T, 32, 32T, 33, 33T, 34, 34T, 35, 35T, 36, 36T, 37, 37T, 38, and 38T. Each row includes a base salary and three approximate monthly breakdowns (Bi-Wk, Mon, Annual).





APPENDIX C – SALARY SCHEDULES

Effective 02/24/2024



Effective 02/24/2024		2.0% Across the Board													
		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
58T	Hourly	53.32	54.67	56.04	57.43	58.86	60.33	61.86	63.38	64.98	66.60	68.26	69.96	71.72	
	Approx Bi-Wk	4,265.60	4,373.60	4,483.20	4,594.40	4,708.80	4,826.40	4,948.80	5,070.40	5,198.40	5,328.00	5,460.80	5,596.80	5,737.60	
	Approx. Mon	9,242.13	9,476.13	9,713.60	9,954.53	10,202.40	10,457.20	10,722.40	10,985.87	11,263.20	11,544.00	11,831.73	12,126.40	12,431.47	
	Annual	110,905.60	113,713.60	116,563.20	119,454.40	122,428.80	125,486.40	128,668.80	131,830.40	135,158.40	138,528.00	141,980.80	145,516.80	149,177.60	
59	Hourly	54.67	56.04	57.43	58.86	60.33	61.86	63.38	64.98	66.60	68.26	69.96	71.72	73.53	75.36
	Approx Bi-Wk	4,373.60	4,483.20	4,594.40	4,708.80	4,826.40	4,948.80	5,070.40	5,198.40	5,328.00	5,460.80	5,596.80	5,737.60	5,882.40	6,028.80
	Approx. Mon	9,476.13	9,713.60	9,954.53	10,202.40	10,457.20	10,722.40	10,985.87	11,263.20	11,544.00	11,831.73	12,126.40	12,431.47	12,745.20	13,062.40
	Annual	113,713.60	116,563.20	119,454.40	122,428.80	125,486.40	128,668.80	131,830.40	135,158.40	138,528.00	141,980.80	145,516.80	149,177.60	152,942.40	156,748.80
59T	Hourly	54.67	56.04	57.43	58.86	60.33	61.86	63.38	64.98	66.60	68.26	69.96	71.72	73.53	
	Approx Bi-Wk	4,373.60	4,483.20	4,594.40	4,708.80	4,826.40	4,948.80	5,070.40	5,198.40	5,328.00	5,460.80	5,596.80	5,737.60	5,882.40	
	Approx. Mon	9,476.13	9,713.60	9,954.53	10,202.40	10,457.20	10,722.40	10,985.87	11,263.20	11,544.00	11,831.73	12,126.40	12,431.47	12,745.20	
	Annual	113,713.60	116,563.20	119,454.40	122,428.80	125,486.40	128,668.80	131,830.40	135,158.40	138,528.00	141,980.80	145,516.80	149,177.60	152,942.40	
60	Hourly	56.04	57.43	58.86	60.33	61.86	63.38	64.98	66.60	68.26	69.96	71.72	73.53	75.36	77.22
	Approx Bi-Wk	4,483.20	4,594.40	4,708.80	4,826.40	4,948.80	5,070.40	5,198.40	5,328.00	5,460.80	5,596.80	5,737.60	5,882.40	6,028.80	6,177.60
	Approx. Mon	9,713.60	9,954.53	10,202.40	10,457.20	10,722.40	10,985.87	11,263.20	11,544.00	11,831.73	12,126.40	12,431.47	12,745.20	13,062.40	13,384.80
	Annual	116,563.20	119,454.40	122,428.80	125,486.40	128,668.80	131,830.40	135,158.40	138,528.00	141,980.80	145,516.80	149,177.60	152,942.40	156,748.80	160,617.60
60T	Hourly	56.04	57.43	58.86	60.33	61.86	63.38	64.98	66.60	68.26	69.96	71.72	73.53	75.36	
	Approx Bi-Wk	4,483.20	4,594.40	4,708.80	4,826.40	4,948.80	5,070.40	5,198.40	5,328.00	5,460.80	5,596.80	5,737.60	5,882.40	6,028.80	
	Approx. Mon	9,713.60	9,954.53	10,202.40	10,457.20	10,722.40	10,985.87	11,263.20	11,544.00	11,831.73	12,126.40	12,431.47	12,745.20	13,062.40	
	Annual	116,563.20	119,454.40	122,428.80	125,486.40	128,668.80	131,830.40	135,158.40	138,528.00	141,980.80	145,516.80	149,177.60	152,942.40	156,748.80	

APPENDIX C – SALARY SCHEDULES

Effective 07/27/2024

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Table with columns for Effective 07/27/2024, Equities, Step 1 through Step 14, and rows for various job grades (3M-T to 18T) and pay types (Hourly, Approx Bi-Wk, Approx. Mon, Annual).











APPENDIX C – SALARY SCHEDULES

Effective 07/27/2024



Effective 07/27/2024		Equities													
		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
58	Hourly	53.32	54.67	56.04	57.43	58.86	60.33	61.86	63.38	64.98	66.60	68.26	69.96	71.72	73.53
	Approx Bi-Wk	4,265.60	4,373.60	4,483.20	4,594.40	4,708.80	4,826.40	4,948.80	5,070.40	5,198.40	5,328.00	5,460.80	5,596.80	5,737.60	5,882.40
	Approx. Mon	9,242.13	9,476.13	9,713.60	9,954.53	10,202.40	10,457.20	10,722.40	10,985.87	11,263.20	11,544.00	11,831.73	12,126.40	12,431.47	12,745.20
	Annual	110,905.60	113,713.60	116,563.20	119,454.40	122,428.80	125,486.40	128,668.80	131,830.40	135,158.40	138,528.00	141,980.80	145,516.80	149,177.60	152,942.40
58T	Hourly	53.32	54.67	56.04	57.43	58.86	60.33	61.86	63.38	64.98	66.60	68.26	69.96	71.72	73.53
	Approx Bi-Wk	4,265.60	4,373.60	4,483.20	4,594.40	4,708.80	4,826.40	4,948.80	5,070.40	5,198.40	5,328.00	5,460.80	5,596.80	5,737.60	5,882.40
	Approx. Mon	9,242.13	9,476.13	9,713.60	9,954.53	10,202.40	10,457.20	10,722.40	10,985.87	11,263.20	11,544.00	11,831.73	12,126.40	12,431.47	12,745.20
	Annual	110,905.60	113,713.60	116,563.20	119,454.40	122,428.80	125,486.40	128,668.80	131,830.40	135,158.40	138,528.00	141,980.80	145,516.80	149,177.60	152,942.40
59	Hourly	54.67	56.04	57.43	58.86	60.33	61.86	63.38	64.98	66.60	68.26	69.96	71.72	73.53	75.36
	Approx Bi-Wk	4,373.60	4,483.20	4,594.40	4,708.80	4,826.40	4,948.80	5,070.40	5,198.40	5,328.00	5,460.80	5,596.80	5,737.60	5,882.40	6,028.80
	Approx. Mon	9,476.13	9,713.60	9,954.53	10,202.40	10,457.20	10,722.40	10,985.87	11,263.20	11,544.00	11,831.73	12,126.40	12,431.47	12,745.20	13,062.40
	Annual	113,713.60	116,563.20	119,454.40	122,428.80	125,486.40	128,668.80	131,830.40	135,158.40	138,528.00	141,980.80	145,516.80	149,177.60	152,942.40	156,748.80
59T	Hourly	54.67	56.04	57.43	58.86	60.33	61.86	63.38	64.98	66.60	68.26	69.96	71.72	73.53	75.36
	Approx Bi-Wk	4,373.60	4,483.20	4,594.40	4,708.80	4,826.40	4,948.80	5,070.40	5,198.40	5,328.00	5,460.80	5,596.80	5,737.60	5,882.40	6,028.80
	Approx. Mon	9,476.13	9,713.60	9,954.53	10,202.40	10,457.20	10,722.40	10,985.87	11,263.20	11,544.00	11,831.73	12,126.40	12,431.47	12,745.20	13,062.40
	Annual	113,713.60	116,563.20	119,454.40	122,428.80	125,486.40	128,668.80	131,830.40	135,158.40	138,528.00	141,980.80	145,516.80	149,177.60	152,942.40	156,748.80
60	Hourly	56.04	57.43	58.86	60.33	61.86	63.38	64.98	66.60	68.26	69.96	71.72	73.53	75.36	77.22
	Approx Bi-Wk	4,483.20	4,594.40	4,708.80	4,826.40	4,948.80	5,070.40	5,198.40	5,328.00	5,460.80	5,596.80	5,737.60	5,882.40	6,028.80	6,177.60
	Approx. Mon	9,713.60	9,954.53	10,202.40	10,457.20	10,722.40	10,985.87	11,263.20	11,544.00	11,831.73	12,126.40	12,431.47	12,745.20	13,062.40	13,384.80
	Annual	116,563.20	119,454.40	122,428.80	125,486.40	128,668.80	131,830.40	135,158.40	138,528.00	141,980.80	145,516.80	149,177.60	152,942.40	156,748.80	160,617.60
60T	Hourly	56.04	57.43	58.86	60.33	61.86	63.38	64.98	66.60	68.26	69.96	71.72	73.53	75.36	77.22
	Approx Bi-Wk	4,483.20	4,594.40	4,708.80	4,826.40	4,948.80	5,070.40	5,198.40	5,328.00	5,460.80	5,596.80	5,737.60	5,882.40	6,028.80	6,177.60
	Approx. Mon	9,713.60	9,954.53	10,202.40	10,457.20	10,722.40	10,985.87	11,263.20	11,544.00	11,831.73	12,126.40	12,431.47	12,745.20	13,062.40	13,384.80
	Annual	116,563.20	119,454.40	122,428.80	125,486.40	128,668.80	131,830.40	135,158.40	138,528.00	141,980.80	145,516.80	149,177.60	152,942.40	156,748.80	160,617.60

## APPENDIX C – SALARY SCHEDULES

Effective 02/22/2025



Revised 01/15/2025

[Please reference revised salary tables in Amendments/Salary Schedules/Additional Items](#)

## APPENDIX C – SALARY SCHEDULES

Effective 02/21/2026



Revised 01/15/2025

[Please reference revised salary tables in Amendments/Salary Schedules/Additional Items](#)

## APPENDIX C – SALARY SCHEDULES

Effective 07/25/2026



Revised 01/15/2025

[Please reference revised salary tables in Amendments/Salary Schedules/Additional Items](#)