

MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN BERNARDINO COUNTY
FIRE PROTECTION DISTRICT
AND
SAN BERNARDINO COUNTY PROFESSIONAL
FIREFIGHTERS
IAFF, LOCAL 935



2014 - 2016

MEMORANDUM OF UNDERSTANDING 2014-2016

Table of Contents

PREAMBLE	3
RECOGNITION	3
AGREEMENT INCENTIVE.....	3
APPROVAL BY BOARD OF SUPERVISORS	4
ASSIGNMENT TO VACANT HIGHER POSITION.....	5
BILINGUAL COMPENSATION.....	5
CALL BACK	6
CHANGES IN PROVISION AFTER ADOPTION	6
DEFINITIONS	6
DEMOTIONS	7
DEPENDENT CARE ASSISTANCE PLAN	8
DISTRICT MANAGEMENT RIGHTS.....	8
DOWNGRADINGS	9
ELIGIBILITY LIST	9
EMPLOYEE RIGHTS	9
FLEXIBLE SPENDING ACCOUNT	10
GRIEVANCE PROCEDURE	10
Section 1: Purpose	10
Section 2: Definition of a Grievance.....	10
Section 3: Exclusions	11
Section 4: Consolidation of Grievances	11
Section 5: Representation	11
Section 6: Time Limitations	11
Section 7: Steps in the Grievance Procedure	11
Section 8: Grievance Hearing	13
HAZARDOUS MATERIALS EXPOSURE RECORDS	14
HEARING OFFICER	14
INCIDENT ACCOMMODATIONS	14
LAYOFF.....	14
LEAVE PROVISIONS.....	15
Section 1: Vacation	15
Section 2: Sick Leave.....	16
Section 3: Holiday Leave	20
Section 4: Military Leave	21
Section 5: Compulsory Leave	24
Section 6: Political Leave	24
Section 7: Special Leaves of Absence Without Pay	24
Section 8: Jury Duty Leave	25
Section 9: Witness Leave.....	25
Section 10: Examination Time	26
Section 11: Blood Donations.....	26
Section 12: Failure to Return After Leave.....	26
LIFE INSURANCE	27
MAINTENANCE OF BENEFITS.....	27
MAINTENANCE OF MEMBERSHIP	27
MEDICAL AND DENTAL COVERAGE	28
Section 1: Medical and Dental Plan Coverage	28
Section 2: Opt-out and Waive	28
Section 3: Medical Premium Subsidy	29

Section 4: Needles Premium Subsidy.....	30
Section 5: Eligibility for MPS While on Leave	30
MEDICAL EMERGENCY LEAVE.....	31
MERIT ADVANCEMENTS	33
ON CALL COMPENSATION	34
OPERATIONS LEADERSHIP TEAM	34
OVERTIME	34
PHYSICAL FITNESS AND APPEARANCE	35
PROMOTIONS	35
PROVISIONS OF LAW	36
REEMPLOYMENT.....	36
RETIREMENT MEDICAL TRUST FUND	36
Section 1: Sick Leave Conversion Eligibility	37
Section 2: Sick Leave Conversion Formula.....	37
Section 3: District Contribution.....	37
Section 4: Death.....	38
RETIREMENT SYSTEM CONTRIBUTIONS	38
Section 1: Eligibility	38
Section 2: Employee Contributions.....	38
Section 3: Special Provisions (Certain Tier 1 Members Only).....	39
Section 4: Retirement Formula	39
SALARY ADJUSTMENT	40
SALARY ADMINISTRATION.....	40
SALARY RATES AND STEP ADVANCEMENTS	40
SECTION 125 PREMIUM CONVERSION PLAN.....	41
SHORT TERM DISABILITY (STD) INSURANCE	41
SMOKING	42
SPECIAL ASSIGNMENT COMPENSATION	42
SPECIALTY PAY DIFFERENTIAL.....	43
Section 1: Urban Search & Rescue Team (USAR Team) and Hazardous Materials Team (Haz Mat Team).....	43
Section 2: Other Specialty Pay Differentials	43
Section 3: Special Provision	45
STAFFING	46
STAFFING DESK	46
STANDARD TOUR OF DUTY	46
STANDARD WORK WEEK	46
STANDBY	46
TERM.....	47
TIME TRADES.....	47
UNIFORM ALLOWANCE	47
UNION BUSINESS	48
UNION DUES	48
UPGRADING	49
VISION CARE INSURANCE	49
WORK DISRUPTION	49
APPENDIX A – SIGNATURE PAGE	50
APPENDIX B – CLASS LISTING	51
APPENDIX C – SALARY SCHEDULE	52
APPENDIX D – SIDE LETTER.....	53

PREAMBLE

This Memorandum of Understanding is entered into pursuant to applicable provisions of State law and local ordinance between the San Bernardino County Fire Protection District, collectively or individually referred to as the District, and the San Bernardino County Professional Firefighters, IAFF, Local 935, AFL-CIO, CLC, hereinafter referred to as the Union, containing the complete results of the negotiations concerning wages, hours and other terms and conditions of employment for employees represented herein.

The parties to this Agreement hereto have met and conferred in good faith exchanging various proposals in an attempt to reach agreement. The parties affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound and responsible management of District business, and amicable employer-employee relations. The parties acknowledge that productivity improvement can only be achieved as a by-product to valuing people.

The parties encourage the highest possible degree of friendly, cooperative relationships between their respective representatives at all levels and with and between all employees.

RECOGNITION

Pursuant to the provisions of local ordinance and applicable State law, the San Bernardino County Firefighters, IAFF, Local 935 (hereinafter Union), is hereby acknowledged as the exclusive recognized employee organization for District employees in the classifications of Firefighter, Engineer, and Captain, as well as employees in such classes as may be added to this listing hereafter by the District.

AGREEMENT INCENTIVE

(a) Incentive.

The County agrees to pay eligible employees a one-time agreement incentive up to \$1,750, to be paid in one payment.

(b) Eligibility.

In order to be eligible for the agreement incentive payment:

(i) An employee must be employed in a regular IAFF, Local 935 represented bargaining unit position covered by this agreement on August 29, 2014; and,

(ii) Be in paid status in a regular IAFF, Local 935 represented bargaining unit position covered by this agreement in the pay period for which the agreement incentive payment is paid. Employees not in paid status in the pay period for which the payment is paid shall receive the agreement incentive payment upon return to paid status, provided, however, that the employee returns to paid status during the term of the MOU.

An eligible employee employed in a regular IAFF, Local 935, represented bargaining unit position covered by this agreement who is part-time or job-sharing shall be eligible for a prorated agreement incentive payment based on regularly scheduled hours.

An employee who has separated from County employment for any reason or who is no longer in a regular IAFF, Local 935, represented bargaining unit position covered by this agreement for any reason prior to the pay period for which the payment is paid out, or who is hired into a regular IAFF, Local 935, represented bargaining unit position covered by this agreement after August 29, 2014, shall not be eligible to receive the agreement incentive.

(c) Payment.

The County agrees to pay eligible employees an agreement incentive up to \$1,750, to be paid in one payment, subject to withholdings, provided, however, that an eligible employee who is part-time or job-sharing shall be eligible for a prorated agreement incentive payment based on regularly scheduled hours.

The agreement incentive shall be payable in a lump-sum payment in addition to the pay they receive for pay period 24/2014, subject to the special provisions provided in part (d) of this Article. Eligible employees would receive the lump-sum agreement incentive payment for that pay period on or about November 26, 2014.

(d) Special Provisions.

Prior to the payment of the agreement incentive, eligible employees may make an election, in writing, to opt-out of receiving the agreement incentive in pay period 24/2014, and defer the payment until a later date provided, however, such payment shall not be eligible to be paid later than one year from the date of Board of Supervisors approval of this agreement. Employees who opt-out and do not make a designation to receive the payment within one year from the date of Board of Supervisors approval of this agreement shall have the agreement incentive automatically paid out upon the expiration of the first year of this agreement. Employees who have opted-out and separate County employment, and have yet to receive the agreement incentive payment, shall have agreement incentive automatically paid out upon separation.

APPROVAL BY BOARD OF SUPERVISORS

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

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

ASSIGNMENT TO VACANT HIGHER POSITION

Employees directed to continuously perform duties in a vacant higher level regular position for which funds have been appropriated shall be entitled to a salary rate increase to the higher level for the time actually worked in excess of five (5) consecutively assigned shifts unless specifically waived by the employee. The salary rate increase will become effective the first day of the pay period following completion of the five shifts provided, however:

- (a) The Division Chief certifies to the Director of Resources, in writing at the time of appointment that the employee is assigned and held responsible to fully perform all of the duties normally associated with the higher level position without limitations as to difficulty or complexity of assignments or consequences of action and that the employee shall be required to meet standards for satisfactory performance normally required at the higher level position.
- (b) A written request for a salary rate increase to the higher level is directed to the Director of Human Resources for approval. Such increase to the higher level shall be determined as if the assignment had been a promotion.
- (c) The employee meets the minimum qualifications for the higher level position.

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

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

- (a) An unoccupied position due to attrition and for which the appointment process has been initiated; or,
- (b) A position from which the incumbent is on extended leave of absence. Extended leave of absence is defined as a leave of absence with or without pay due to any illness and injury when required in writing by a certified physician.

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

BILINGUAL COMPENSATION

Employees in positions designated by the Fire Chief, which require employees as a condition of employment to perform oral bilingual translation as a part of their regular duties, shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such compensation. Employees in such

positions must be certified as competent by the Director of Human Resources to be eligible for compensation. Compensation per pay period shall be \$23.08. Employees who are certified to speak Spanish qualify under this Article.

CALL BACK

When the employee in a regular position returns to duty at the workstation at the request of the Division Chief after said employee has been released from duty and has left the workstation, said employee shall be entitled to call back compensation. Special tours of duty scheduled in advance, or when employees are called back within two (2) hours of the beginning of a scheduled tour of duty, are not considered call back hours for the purpose of this article. An employee need not be assigned to standby duty to be entitled to receive call back compensation.

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

CHANGES IN PROVISION AFTER ADOPTION

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEMOTIONS

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

An employee demoted for non-disciplinary reasons may be retained at the same salary rate, provided, that the salary rate does not exceed the top step of the salary range of the demoted class, except that such an employee may be placed on an "X" step in

accordance with the provisions of the Article on "Downgradings," with the approval of the Fire Chief and the Director of Human Resources.

DEPENDENT CARE ASSISTANCE PLAN

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

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

- (a) To be eligible to enroll in this benefit, an employee must be in a regular position.
- (b) Enrollment in the Plan for current employees is required every Plan Year and is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status event. Failure to submit participation agreement within the time frame shall result in an election to not participate in the Plan.
- (c) An employee must elect to contribute to DCAP through salary reduction on forms approved by the Human Resources Division Chief, Employee Benefits & Services. An employee election to participate shall be irrevocable for the remainder of the plan year. Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year, except to the extent permitted under Internal Revenue Service rulings and regulations and the County's Dependent Care Assistance Plan Document.
- (d) Pursuant to IRC Section 125, any amounts remaining in the employee's account at the end of the Plan Year must be forfeited. The District will use any forfeited amounts to help defray the Plan's administrative expenses.

DISTRICT MANAGEMENT RIGHTS

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

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

- (b) The right of full and exclusive control of the management of the district; supervision of all operations; determination of the methods, means and personnel required to perform any and all work; and composition assignment, direction, location, and determination of the size of the work force.
- (c) The right to determine the work to be done by the employees.
- (d) The right to change or introduce new or improved operations, methods, means, equipment or facilities.
- (e) Subject to the Personnel Rules for Board-governed Special Districts, the right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees; to work time and time off; to transfer, reassign, furlough and lay off employees; to determine the content of job classifications; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and, to otherwise maintain orderly effective and efficient operations.

DOWNGRADINGS

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

ELIGIBILITY LIST

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

EMPLOYEE RIGHTS

Employees shall have all the rights guaranteed by the Meyers-Milias-Brown Act which may be exercised in accordance with current and future applicable Federal, State and Local laws and regulations.

FLEXIBLE SPENDING ACCOUNT

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

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

- (a) To be eligible for this benefit, an employee must be in a regular position.
- (b) Enrollment in the Plan for current employees is required every Plan Year and is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status event.
- (c) Eligible employees may contribute, on a pre-tax basis, to a flexible spending account, each bi-weekly pay period a minimum of \$5.00 and up to the established amount pursuant to the IRC annual maximum. An employee election to participate in the Plan shall be irrevocable for the remainder of the Plan year. Once a salary reduction has begun, in no event will changes to elections or discontinuation of contributions be permitted during the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document.
- (d) Any unused amounts remaining in an employee's account at the end of the Plan Year must be forfeited except that the County may permit an employee to carry over unused amounts to be used in the following Plan Year in accordance with the County's Medical Expense Reimbursement Plan Document and the IRC regulations. The County will use any forfeited amounts to help defray the Plan's administrative expenses.

GRIEVANCE PROCEDURE

Section 1. Purpose

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

Section 2. Definition of a Grievance

A grievance is a disagreement between District management and an employee, groups of employees or the Union concerning the interpretation, application, or violation of a

specific article(s) of this Memorandum of Understanding. The union may not independently submit or process a formal grievance unless it alleges that at least one (1) employee within the Unit has suffered detriment as a result of the aggrieved contract provision.

Section 3. Exclusions

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

Section 4. Consolidation of Grievances

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

Section 5. Representation

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

Section 6. Time Limitations

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

Section 7. Steps in the Grievance Procedure

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

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

- (b) Human Resources Division Review. If a mutually acceptable solution has not been reached in Step 1, the grievant shall submit the grievance in writing on appropriate forms supplied by the Human Resources Division which shall provide, in order to be considered, a detailed statement of the grievance, including the date of occurrence, names of witnesses or individuals involved, location, applicable Agreement articles alleged to have been violated, date discussed with immediate supervisor, and the specific remedy or action requested. The written grievance shall be filed with the Director of Human Resources or designee within fifteen (15) calendar days of oral notification of the immediate supervisor's decision. The Director of Human Resources or designee, shall make a determination of whether the grievance is a matter for which the Grievance Procedure is appropriate. In making such determination, the Director of Human Resources, or designee, shall determine if: (1) the grievance has been filed in a timely manner; (2) the informal grievance process has been followed, (3) the employee became aware of the inequity or damage suffered, specific details of inequity or damage suffered; dates; names; and places), (4) if the grievance alleges that a specific Memorandum of Understanding article(s) has been misinterpreted, misapplied, or violated, and (5) the matter complained of in the grievance is covered by a specific provision of the Agreement.

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

(c) Formal Grievance Procedure.

1. Step 1. If the grievance is accepted, the grievant shall, within seven (7) calendar days, submit the grievance to the Division Chief. The Division Chief, after conferring with the Assistant Chief, shall meet with the grievant and thoroughly discuss the grievance prior to issuing any response to the employee. Within four (4) calendar days, the Division Chief shall give the written decision to the employee on the appropriate form. If the Division Chief fails to reply within this time period, or issues a decision which is unsatisfactory to the employee, the employee may proceed to Step 2 of the formal grievance procedure.
2. Step 2. Within fourteen (14) calendar days after the Division Chief's response, the employee or employee representative may submit the written grievance to the Fire Chief. Within seven (7) calendar days after receipt of the grievance, the Fire Chief will call for a conference to allow for full discussion of the grievance with the parties involved and their representatives. Within fourteen (14) calendar days of the meeting, the Fire Chief must give a written decision on the appropriate form. If the employee is not satisfied with the decision of the Fire Chief, the employee may proceed to the next step.

3. Step 3. Within seven (7) calendar days after the Fire Chief's response, the employee shall submit the written grievance on the appropriate form to the Director of Human Resources or designee. The grievance shall state that a resolution of the issue was unattainable through the informal and formal procedures through Step 2, and that the formal hearing is now requested. Within fourteen (14) calendar days of receiving the grievance, the Director of Human Resources or designee, in concert with the Union, shall initiate the selection of a hearing officer as stated in the Article "Hearing Officer." The Hearing Officer shall conduct a formal hearing on the grievance within thirty (30) calendar days of appointment, in accordance with Section (8) of this procedure, unless the parties mutually agree to extend the time period.

Section 8. Grievance Hearing

The following guidelines shall be adhered to in all grievance hearings conducted by the Hearing Officer.

- (a) Hearings will be conducted within thirty (30) calendar days after the appointment of said Hearing Officer, unless the parties agree to a date beyond the thirty (30) day period.
- (b) The Hearing Officer shall require all witnesses to testify under oath or affirmation. The oath shall read:

"Do you solemnly swear (or affirm) that the testimony you are about to give in this matter shall be the truth, the whole truth, and nothing but the truth, so help you God?"
- (c) A hearing date will be scheduled by the Director of Human Resources or designee in consultation with the Hearing Officer, the grievant, and if appropriate, the employee representative. Written notice stipulating the time and place of the hearing will be provided to all parties.
- (d) Grievants will appear before the Hearing Officer to present their individual grievances. If the grievant does not appear, the Hearing Officer will make a decision on the information available at the time of the hearing.
- (e) Each party to the grievance shall have these rights: to call and examine witnesses; to introduce exhibits; to cross examine opposing witnesses on any matter relevant to the issues, even though the matter was not covered on direct examination; to impeach any witness regardless of which party first called the witness to testify; and to rebut the evidence. If the grievant does not testify in his own behalf, he may be called and examined as if under cross examination.

The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule, which might make improper the admission of such evidence over objection in civil actions. The rules of privilege shall be effective to the same extent that they are

commonly recognized in civil actions. Irrelevant and unduly repetitious evidence shall be excluded.

- (f) Decisions of the Hearing Officer shall be binding on all parties unless there is a financial impact on the District, in which case the decisions shall be subject to approval of the Board of Supervisors. Written decisions of the Hearing Officer shall be submitted to the Director of Human Resources, the grievant, and, if appropriate, the employee representative, within thirty (30) calendar days after the close of hearing.
- (g) All costs associated with the Hearing Officer, including but not limited to a Certified Shorthand Reporter, will be shared equally between the parties, unless the Union does not endorse the member's grievance or disciplinary appeal. If this is the case, the member, not the Union, will be financially responsible to share the costs.

HAZARDOUS MATERIALS EXPOSURE RECORDS

The District shall pay the annual membership fee for each safety employee to participate in the State's record keeping system of personal exposure to hazardous materials.

HEARING OFFICER

Pursuant to the Article on "Grievance Procedure," Section 7, Step 3(b), and all disciplinary action appeals, the Hearing Officer shall be selected by the Director of Human Resources and the Union. The parties will request the State Mediation and Conciliation service, or mutually agreed upon service, to supply a list of five (5) hearing officers. As determined by lot, the parties shall alternatively strike a name until one (1) hearing officer remains. The parties may agree to select a hearing officer without the use of a formal list. Said hearing officer will be officially appointed by the Director of Human Resources as the Hearing Officer who shall hear the appeal and formulate a written decision. All costs associated with the Hearing Officer including, but not limited to, a Certified Shorthand Reporter, will be shared equally between the parties, unless the Union does not endorse the members' grievance or disciplinary appeal. If this is the case, the individual, not the Union, will be financially responsible to share the costs.

INCIDENT ACCOMODATIONS

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

LAYOFF

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

LEAVE PROVISIONS

Section 1. Vacation

- (a) Definition. Vacation leave is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. Under unusual circumstances, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the Division Chief.
- (b) Accumulation. Employees in regular positions shall accrue, on a pro rata basis, vacation leave for completed pay periods. Such vacation leave allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed thirteen (13) pay periods or its equivalent of continuous service from the employee's hire date.

- (c) Vacation Leave Allowance.

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

- (d) Vacation leave should be taken annually with the approval of the Division Chief at such time as will not impair the work schedule or efficiency of the department, but with consideration given to the well-being of the employee. No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take vacation leave due to work urgency, the Director of Human Resources or designee will approve a waiver of the maximum allowed unused balance for a period not to exceed thirteen (13) pay periods.
- (e) The minimum charge against accumulated vacation leave shall be one (1) hour. After one (1) hour, the minimum charge shall be in fifteen (15) minute increments. Vacation shall be compensated at the employee's base rate of pay.
- (f) Employees not planning to return to District employment at the expiration of a vacation leave, except those retiring, shall be compensated at their base rate of pay in a lump sum payment for accrued vacation leave and shall not be carried on the payroll. Retiring employees may elect to use vacation leave to enhance retirement benefits or be compensated in a lump sum payment for accrued vacation leave. Terminating employees not covered by the above provisions shall be compensated at their base rate of pay for accrued vacation leave that they were entitled to use as of the date of termination.

- (g) An employee may elect to sell back accrued vacation leave up to a maximum of one hundred and twelve (112) hours at the then current base rate of pay. Employees are eligible for vacation leave cash-out a year prior to meeting the retirement eligibility requirements (i.e., any age with 20 years of service, or age 50 with at least 15 years of service). Employees may exercise this option under procedures established by the Human Resources Department. In lieu of cash, an eligible employee may designate that part or all of the value of vacation time to be sold back is allocated to a deferred income plan if such a plan is approved by the District and credit for vacation time is allowed under the plan. In order to sell back vacation leave prior to termination or retirement, an employee may exercise the following options.
1. Option 1 – Future Accruals. An eligible employee must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's vacation leave accruals. Such election must be made in increments of not less than fourteen (14) hours, and may not exceed one hundred and twelve (112) hours. Once an election is made, the employee must request that the designated number of hours actually to be sold back by pay period 25 of the calendar year in which the election is effective, or the hours will automatically be converted into cash in pay period 26.
 2. Option 2 – Existing Accruals. Existing accruals may be cashed out in whole hour increments with a minimum of fourteen (14) hours and a maximum of one hundred and twelve (112) and will be subject to a ten percent (10%) penalty.

Section 2. Sick Leave

- (a) Definition. Sick leave with pay is an insurance or protection provided by the District to be granted in circumstances of adversity to promote the health of individual employees. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy related illness, confirmed exposure to a serious contagious disease, or for a medical, optical, or dental appointment.
- (b) Bereavement Leave. A maximum of seventy-two (72) hours earned sick leave may be used, per occurrence, for bereavement due to the death of persons in the immediate family, or any relative living with the employee.
- (c) Attendance Upon Family Members. A maximum of sixty-seven (67) hours or one-half of their annual accrual, whichever is less, earned sick leave per fiscal year may be used for attendance upon the members of the employee's immediate family who require the attention of the employee. Immediate family as used in paragraphs (b) and (c) herein, is defined as parent, spouse, child, domestic partner, or child of a domestic partner as defined by California Family Code Section 297. Upon approval of the Fire Chief, or designee, the employee may use part of this annual allowance for attendance upon members of the employee's extended family residing in the employee's household, who require the attention of the employee. Extended family as used in (b) and (c) herein is defined as grandchild, grandparents, brother, sister, mother-in-law, father-in-law, daughter-in-

law, son-in-law, aunt, uncle, nephew, niece, foster child, ward of the court, or any step relations as defined herein.

- (d) Accumulation. Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of one hundred thirty-four (134) hours per year, or five point fifteen (5.15) hours per pay period. Earned sick leave shall be available for use on the first day following the pay period in which it is earned, provided that an employee must have completed thirteen (13) pay periods or its equivalent of continuous service from the employee's hire date. Sick leave shall be accumulated to the maximum of one thousand nine hundred thirty-six (1,936) hours.

Employees in regular positions scheduled for less than one hundred twelve (112) hours per pay period, shall receive sick leave accruals and maximum accumulations on a pro-rated basis.

- (e) Compensation. Approved sick leave with pay shall be compensated at the employee's base rate of pay. The minimum charge against accumulated sick leave shall be one (1) hour.

- (f) Administration.

1. Investigation – It will be the responsibility and duty of the Fire Chief or designee to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the Fire Chief or designee.
2. Sickness – The Fire Chief or designee needs to be notified at least one (1) hour prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence. It is the responsibility of the employee to keep the Fire Chief or designee informed as to continued absence beyond the first day for reasons due to sickness. Failure to make such notification may result in denial of sick leave with pay.
3. Review – The Director of Human Resources or designee may review and determine the justification of any request for sick leave with pay and may, in the interest of the District, require a medical report by a doctor to support a claim for sick leave pay.
4. Proof - A doctor's certificate or other adequate proof of illness shall be provided by the employee when requested by the Division Chief or Director of Human Resources or designee. An employee providing an off work order from a physician shall also provide a physician's written statement of release to return to work.
5. Improper Use – Evidence substantiating the use of sick leave for trivial indispositions, instances of misrepresentation, or violation of the rules defined herein shall be construed as grounds for disciplinary action including termination or such other action as may be deemed proper and necessary by the Fire Chief.

6. Misconduct – Sick leave with pay may be denied if the absence is found to be due to willful injury, gross negligence, intemperance, or improper conduct on the part of the employee.

(g) Sick Leave for Other than Personal Illness/Injury:

1. Birth/Adoption – A maximum of seventy-two (72) hours earned sick leave may be used per occurrence for the birth of a child or arrival of an adoptive child at the employee's home. An employee (father) may utilize on an annual basis no more than seventy-two (72) hours of accumulated sick leave per calendar year for the birth of his child.
2. Medical, Optical or Dental Appointments – The employee may use sick leave for medical, dental or optical appointments; however, every effort should be made to schedule the appointments at a time of day that will minimize the employee's time off work.

(h) Return-to-Work Medical Clearance:

1. Under the following circumstances, all employees who have been off work due to an illness or injury will report to the San Bernardino County Center for Employee Health and Wellness for a medical evaluation of their condition and authorization to return to work before returning to work.
 - a. Employees whose treating physician or other qualified medical provider has ordered job modification(s) as a condition for either continuing to work or for returning to work after an illness or injury. This applies to both occupational and non-occupational illness or injury.
 - b. Employees who have been off work due to communicable diseases such as, but not limited to, chicken pox and measles.
 - c. Employees who have been absent on account of a serious medical condition, when so directed by their appointing authority, and with concurrence of the San Bernardino County Center for Employee Health and Wellness.
2. Employees are required to attend return-to-work medical appointments at the Center for Employee Health and Wellness on their own time; however, mileage for attending such appointments are eligible for reimbursement pursuant to the Expense Reimbursement Article.
3. It is the responsibility of the employee, covered by (1) (a.) - (c.) above, to obtain written notice from their medical provider of their authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, the District shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to their Appointing Authority immediately upon receipt of their medical provider's authorization to return to work, and no later than 24 hours after receipt of the notice. The Appointing Authority or designee will schedule an appropriate medical evaluation for the employee

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

4. Exceptions to the above requirements may be made on a case-by-case basis by the Medical Director or designee for the Center for Employee Health and Wellness.
 5. The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided, and there is a delay between the employee's appointment with the Center for Employee Health and Wellness and the start of his/her scheduled tour of duty on the day that he/she was released to return to work, the District will pay for work hours missed, without charge to the employee's leave balances.
 6. The final decision on the employee's ability to return to work rests with the medical provider at the Center for Employee Health and Wellness. In the event the employee is not released to return to work by the medical provider at the Center for Employee Health and Wellness, the employee's status would continue on sick leave or, where there is no balance, leave without pay.
- (i) Workers' Compensation. As provided in Section 4850 of the Labor Code, an employee in this Unit who is injured in the line of duty is entitled to full salary in lieu of workers' compensation benefits and sick leave for a period not to exceed one (1) year. After the employee has used one (1) full year of such 4850 time, said employee may use accumulated sick leave with pay, with the approval of the appointing authority, to augment temporary disability payments if said employee is still temporarily disabled by order of an accepted physician under the Workers' Compensation sections or until said employee is retired.
- (j) Conversion of Sick Leave for Education Use. Employees may transfer accrued sick leave hours to a personal educational bank account on any of the following basis:
1. Any balance over fifty percent (50%) of the total annual accrued sick leave for the prior calendar year.
 2. Any balance over seventy-five percent (75%) of the total lifetime accrued sick leave on the books at the end of the calendar year.
 3. All accrued sick leave over 1,000 hours at the end of the prior calendar year.

The value of the educational bank shall be determined at the time of usage for education courses at the then current hourly rate multiplied by the number of hours to be used for educational courses. The maximum dollar amount that can be reimbursed to an employee for educational use is \$2,500 per year. Employees

may only be reimbursed for courses approved by the Fire Chief, or designee, in which they receive a grade of C or better, or if no grade is given the employee records a "pass" or "complete" or other such equivalent grade. Employees may transfer educational bank hours to their sick leave accounts for sick leave purposes.

Section 3. Holiday Leave

- (a) Definition. Holiday leave is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. Under unusual circumstances, holiday leave may be used for sick leave purposes upon a special request of the employee with the approval of the Division Chief.
- (b) Accumulation. Employees in regular positions shall accrue, on a pro-rated basis, holiday leave for completed pay periods. Such holiday leave allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed thirteen (13) pay periods or its equivalent of continuous service from the employee's hire date. Employees in regular positions scheduled for less than one hundred twelve (112) hours per pay period shall receive holiday leave accruals and maximum accumulations on a prorated basis.

Hours Per Year/Accrual Rates Per Pay Period	Maximum Allowed Unused Balance
155 hours/5.96	310 hours

- (c) Administration.
- Holiday leave should be taken annually with the approval of the Division Chief at such time as will not impair the work schedule or efficiency of the department, but with consideration given to the well-being of the employee. No employee shall lose earned holiday leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take holiday leave due to work urgency, the Director of Human Resources or designee will approve a waiver of the maximum allowed unused balance for a period not to exceed thirteen (13) pay periods.
 - The minimum charge against accumulated holiday leave shall be one (1) hour, after one (1) hour, the minimum charge shall be in fifteen (15) minute increments. Holiday leave shall be compensated at the employee's base rate of pay.
 - Employees not planning to return to District employment at the expiration of a holiday leave, except those retiring, shall be compensated at their base rate of pay in a lump sum payment for accrued holiday leave and shall not be carried on the payroll.

Retiring employees may elect to use holiday leave to enhance retirement benefits or be compensated in a lump sum payment for accrued holiday leave.

Terminating employees not covered by the above provisions shall be compensated at their base rate of pay for accrued holiday leave that they were entitled to use as of the date of termination.

4. Employees may elect to sell back accrued holiday leave up to a maximum of one hundred fifty-five (155) hours at the then current base rate of equivalency. Employees are eligible for holiday leave cash-out a year prior to meeting the retirement eligibility requirements (i.e., any age with 20 years of service, or age 50 with at least 15 years of service). Employees may exercise this option under procedures established by the Director of Human Resources or designee. In lieu of cash, the eligible employee may designate that part or all of the value of holiday time to be sold back be allocated to a deferred income plan, if such a plan is approved by the District and credit for holiday time is allowed under the plan.

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

- a. Option 1-Future Accruals. An eligible employee must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's holiday time accrual. Such election must be made in increments of not less than forty (40) hours and may not exceed one hundred fifty five (155) hours. Once an election is made, the employee must request that the designated number of hours actually be sold back by pay period twenty five (25) of the calendar year in which the election is effective or the hours will automatically be converted into cash in pay period twenty six (26).
 - b. Option 2-Existing Accruals. Existing accruals may be cashed out in whole hour increments with a minimum cash out of forty (40) hours and will be subject to a ten percent (10%) penalty.
5. Existing accumulated holiday time as of January 1, 1978 shall not be affected by this section.
 6. Employees hired prior to April 2, 1973, in CSA 70k with grandfathered holiday time banked shall upon termination of employment have the total amount of banked grandfathered holiday time paid to them in full at their current rate of salary. Employees with banked grandfathered holiday time cannot use this time during employment for any reason or purpose.

Section 4. Military Leave

As provided in the California Military and Veterans Code Section 395 et seq., and any amendment thereto, and the federal Uniformed Services Employment and Reemployment

Rights Act of 1994, a District employee, regular, extra-help, or recurrent may be entitled to the following rights concerning military leave:

- (a) Definition – Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.
- (b) Notice and Orders – All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, copy of military orders must accompany the request for leave.
- (c) Temporary Active Duty – Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, step advances and benefits that would have been enjoyed had the employee not been absent, providing such employee has been employed by the District for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive their regular salary or compensation, pursuant to Section (e) of this Article.
- (d) Full-Time Active Duty – Employees who resign from their positions to serve in the Armed Forces for more than one hundred eighty (180) days, shall have a right to return to their former classification upon serving written notice to the appointing authority, no later than ninety (90) days after completion of such service. Returning employees are subject to a physical/psychological examination.

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

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

Eligible employees are also entitled to the reemployment and benefit rights as further described in the Uniformed Services and Employment and Reemployment Rights Act, 38 U.S.C. Sections 4301-4333. Specifically, a returning employee will receive restoration of original hire date, salary step, vacation accrual rate, sick leave balance

(unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate and retirement system contributions (provided the employee complies with any requirements established by the Retirement Board). However, such employee will not have accrued vacation, sick leave, or other benefit while absent from District employment, except as provided in the temporary duty provision.

- (e) Compensation – This provision does not include an employee's attendance for inactive duty, commonly referred to as weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave. Any employee meeting the requirements in (c) and (d) shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.
- (f) Extension of Benefits – The District recognizes the increased requirements of the military due to the current threats facing the United States of America and, as such, has established a program under which employees may be eligible for an extension of benefits. Employees who are called to active duty as a result of the activation of military reservists beginning in September 2001, and who are eligible to receive the thirty (30) calendar day military leave compensation, and meet the requirements established by the Board shall receive the difference between their base District salary and their military salary starting on the 31st calendar day of military leave. The difference in salary may be extended when expressly approved by the Board of Supervisors. During any period extended, the District will continue to provide the employee the benefits and all leave accruals as was provided prior to such active duty. Retirement contributions and credit will be granted if the employee had enough pay to cover the entire contribution. If the employee does not get enough pay to cover the retirement contribution, no contribution or credit will be given. Employees should note that the Accidental Death and Dismemberment (AD&D) plan contains a war exclusion.

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

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

- (g) Vacation and Military Leave – Employees shall not be permitted to take vacation or other accrued leave in lieu of the military leave provisions provided in Section (c) of

the Article. Employees may elect to use accrued leave time, except sick leave, in lieu of the integrated pay in Section (f) of this Article under the following conditions:

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

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

Section 5. Compulsory Leave

If, in the opinion of the Fire Chief, an employee is unable to work for physical or psychological reasons, the Fire Chief may require the employee to take a medical examination at the District expense. If the medical report shows the employee to be in an unfit condition to perform the duties require of the position, the Fire Chief shall have the right to compel such employee to take sufficient leave of absence with or without pay until medically qualified to return to unrestricted duty. Medical findings of the District may be challenged by not less than two (2) professional opinions from outside physicians at the employee's personal expense.

Section 6. 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 7 of this Article.

Section 7. Special Leaves of Absence Without Pay

Special leave of absence without pay for a period not exceeding one (1) year may be granted to an employee who is:

- (a) Medically incapacitated to perform the duties of the position.
- (b) Desires to engage in a relevant course of study which will enhance the employee's value to the District.

- (c) Takes a leave of absence pursuant to the Family Medical Leave Act, the California Family Right Act, and/or Pregnancy Disability Leave provisions under the Fair Employment and Housing Act (FEHA).
- (d) For any reason considered appropriate by the Fire Chief and the Director of Human Resources or designee.

Such requests must be in writing and requires the approval of the Fire Chief and the Director of Human Resources or designee. Upon request, the Fire Chief and Director of Human Resources or designee may grant successive leaves of absence. Leaves of absence without pay may be given to a regular employee with or without right to return to classification. When a leave of absence with right to return is approved, notice of the actual return date shall be given to the employee. Two (2) weeks prior to such date of return, the employee shall contact the Fire Chief to determine the employee's assignment upon return.

At the expiration of leaves without right to return, employees must contact the district to have their name referred for a ninety (90) calendar day period to all job openings in their classification in the District for reemployment without examination, such time to run concurrently with the ninety (90) day period or be terminated. Leaves of absence with right to return may only be granted to employees who have obtained regular status.

Section 8. Jury Duty Leave

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

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

Section 9. Witness Leave

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

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

Section 10. Examination Time

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

Section 11. 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 Division Chief for each such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work, any time in excess of two (2) hours must be charged to accumulated sick leave or taken as leave without pay. Evidence of each donation must be presented to the Division Chief to receive this benefit.

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

Section 12. Failure to Return After Leave

Failure of the employee to report to work at the expiration of an approved leave of absence and who has not contacted the Fire Chief or designee within twenty-four (24) hours shall separate the employee from the service of the District and be considered, in

effect, a resignation unless extenuating circumstances can be justified to the Fire Chief or Director of Human Resources or designee, who may approve additional leave.

LIFE INSURANCE

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

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

MAINTENANCE OF BENEFITS

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

MAINTENANCE OF MEMBERSHIP

Employees who were not members of the Union on January 5, 1985, and any employees hired after January 5, 1985, may choose whether or not to become members. Employees who are members of the Union must maintain such membership for the duration of this Memorandum of Understanding.

Any employee who is a member of the Union and who desires to terminate membership, shall inform the District and the Union during the thirty (30) day period between sixty (60) and ninety (90) days prior to expiration of this Memorandum of Understanding. The membership of an employee who requests to terminate membership during the aforesaid period shall expire on the date of the expiration of the Memorandum of Understanding.

The Union shall defend, indemnify and hold harmless the District and its officers and employees with respect to any challenge to the validity of this Article and for any claims, lawsuits or disputes involving this Article.

MEDICAL AND DENTAL COVERAGE

Section 1 – Medical and Dental Plan Coverage

- (a) All eligible employees scheduled to work fifty-six (56) hours or more per pay period in a regular position must enroll in a medical and dental plan offered by the District/County. Employees who fail to elect medical and dental plan coverage will be automatically enrolled in the medical and dental plan with the lowest bi-weekly premium rates available in the geographical location of the employee's primary residence. Medical and dental plan coverage will become effective on the first day of the pay period following the first pay period in which the employee is scheduled for and receives pay for a minimum of fifty-six (56) hours.
- (b) To continue enrollment in District/County medical and dental plan coverage, an employee must remain in a regular position scheduled to work a minimum of fifty-six (56) hours in a pay period and have received pay for a minimum of fifty-six (56) hours or be on an approved leave for which continuation of medical and dental coverage is expressly provided under Section 5 of this Article, or be eligible for and have timely paid the premium for COBRA continuation coverage.
- (c) Eligible employees may elect to enroll their dependents upon initial eligibility for medical and dental insurance. Thereafter, newly eligible dependents may be enrolled within sixty (60) days of obtaining eligibility status, such as birth, adoption, marriage, or registration of domestic partnership.
- (d) Dependent(s) must be removed mid-Plan Year when a dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules, for example, divorce, overage dependent, or termination of domestic partnership.
- (e) Enrollment elections must remain in effect for the remainder of the Plan Year unless an employee experiences a mid-year qualifying event
- (f) Notification of a mid-year qualifying event must be submitted to the Human Resources Employee Benefits Division in accordance with procedures adopted by the District. Employees are responsible for notifying the District within sixty (60) days of any change in eligibility for the District's plans.
- (g) Premiums for coverage will be automatically deducted from the employee's pay warrant. In specific circumstances, in the absence of sufficient earnings to cover the deduction for premiums, the employee may be given another payment option. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents.

Section 2 – Opt-out and Waive

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

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

To receive the opt-out or waive amounts of this Section the employee must be paid for a minimum of fifty-six (56) of his/her scheduled hours. For instance, an employee scheduled to work one hundred twelve (112) hours per pay period must be paid for a minimum of fifty-six (56) hours during a pay period to receive the opt-out or waive amounts.

All employees who elect to opt-out or waive District/County-sponsored medical plan coverage will receive twenty dollars (\$20.00) per pay period in lieu of the Medical Premium Subsidy described below.

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

1. Employees may elect to opt-out or waive District/County medical and/or dental plan(s) within sixty (60) calendar days of the effective date of coverage of another employer-sponsored group plan. Proof of initial gain of other employer group coverage is required at the time the opt-out or waive is elected.
2. Employees may elect to opt-out or waive District/County-sponsored medical and/or dental plan(s) during an annual open enrollment period. All employees who are newly opting-out during an open enrollment period must provide verification of other employer group coverage.
3. Employees who voluntarily or involuntarily lose their other employer group medical and/or dental plan coverage must enroll in a District/County-sponsored medical and/or dental plan within sixty (60) calendar days. Enrollment in the District/County-sponsored medical and/or dental plan will be provided in accordance with the requirements of the applicable plan. If the employee elects not to enroll his/her eligible dependents, the dependents may only be added at a subsequent annual open enrollment period.
4. There must be no break in the employee's medical and dental plan coverage between the termination date of the other employer group coverage and enrollment in a District/ County-sponsored medical and dental plan. The retroactive enrollment period and premiums required to implement coverage are subject to the terms and conditions of the applicable plan. Failure to notify the District of loss of group coverage within sixty (60) calendar days will require the employee to pay his/her insurance premiums retroactively on an after-tax basis.

Section 3 – Medical Premium Subsidy

- (a) The District has established a Medical Premium Subsidy (MPS) to offset the cost of medical plan premiums charged to eligible employees. The MPS shall be applied to medical insurance premiums only and shall not be applicable to dental

insurance premiums. The applicable MPS shall be paid directly to the provider of the District/County-sponsored medical plan in which the eligible employee has enrolled. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions to the San Bernardino County Employees' Retirement Association.

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

- (b) **Eligibility.**
Employee in regular positions scheduled and paid for a minimum of fifty-six (56) hours per pay period, who are enrolled in a District/County-sponsored medical plan, are eligible to receive the MPS towards the cost of medical coverage.

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

Effective the first full pay period following the Board of Supervisors' approval of this Agreement employees shall receive MPS in the amounts per pay period as set forth below:

Coverage Type	MPS Amount¹¹
Employee Only	\$176.16
Employee + 1	\$376.59
Employee + 2	\$516.08

Section 4 – Needles Premium Subsidy

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

Section 5 – Eligibility for MPS While on Leave

- (a) **FMLA/CFRA** - Employees who are on approved leave, pursuant to applicable law and whose paid hours in a pay period are less than the required number of hours designated in Sub-section 3(b) above will continue to be enrolled in a

District/County-sponsored medical plan and receive the MPS in accordance with applicable law.

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

- (b) Pregnancy Disability Leave (PDL) - An employee is eligible for continuation of MPS in accordance with applicable law.
- (c) Short-Term Disability - Employees who are fully integrating paid leave time with either Short-Term Disability (STD) insurance or State Disability Insurance (SDI) shall receive the MPS. "Fully integrating paid leave time" means that the total amount of the STD or SDI and the employee's paid hours (i.e., paid leave and/or regular time) equals 100% of the employee's pay.

MEDICAL EMERGENCY LEAVE

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

- (a) The employee must have regular status with the District or one (1) year of continuous service in a regular position with the District.
- (b) The employee must meet all of the following criteria before he or she becomes eligible for Medical Emergency Leave donation: (1) Be on an approved medical leave of absence for at least thirty (30) consecutive calendar days (two hundred and forty (240) 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 (two hundred and forty (240) working hours) (3) Have exhausted all useable leave balances prior to initial eligibility for Medical Emergency Leave donations – subsequent accruals will not affect eligibility; and (4) Have also recorded at least one hundred twelve (112) hours of sick leave without pay during the current period of disability.
- (c) An employee is not eligible for Medical Emergency Leave if he or she is receiving Workers' Compensation benefits. An employee receiving Short-Term Disability (STD) payments from the STD plan, and who is also using/coding MEL, shall not receive a combined payment for those MEL hours and STD payments that would exceed the employee's biweekly base salary. The County must receive proof of STD benefits indicating the payment dates and the amount of the benefit from the benefit provider and/or the Department.
- (d) Vacation, holiday, and compensatory time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours, [or in the case of holiday leave, only, four (4) hours] not to exceed a total of fifty percent (50%) of an employee's annual vacation, holiday, or compensatory time accrual per

employee. The donation may be made for a specific employee, regardless of rank of occupational unit, in the time frames established by the Human Resources Division. The employee (donee) using/coding the Medical Emergency Leave will be taxed accordingly.

- (e) The donation is to be for the employee's Medical Emergency Leave only; the donation to one (1) employee is limited to a total of one thousand four hundred and fifty six (1,456) hours per fiscal year.
- (f) The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee. Medical Emergency Leave is not for use to care for a member of the employee's family. Job and/or personal stress (not the result of a diagnosed mental disorder) are specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by the Center for Employee Health and Wellness or medical designee, is required for initial and continued eligibility. An employee shall be eligible to utilize and receive Medical Emergency Leave during the pay period they are on the approved long term leave of absence.
- (g) The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies (i.e., MPS, Opt-out/Waive amounts) per the minimum paid hours (i.e., 56 hours) per pay period requirement of the Medical and Dental Coverage Article, or the requirement of Federal and State Family Leave Acts, as applicable to the individual employee.
- (h) An employee using/coding leave under this program is not eligible for receipt of any accruals such as vacation leave, sick leave, or retirement credit.
- (i) Medical Emergency Leave hours will count towards the accountable hours used to determine holiday leave eligibility.
- (j) Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.
- (k) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals or shall be returned to the donor employee(s) as follows:
 - 1. An employee who resigns while on Medical Emergency Leave (i.e., an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee) shall be paid at one hundred percent (100%) of his/her base hourly rate of pay for all unused Medical Emergency Leave up to 224 hours 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 employee's spouse or registered domestic partner, unless otherwise specified on the Beneficiary Designation For Last Will form on file with the ATC, shall be paid at one hundred percent (100%) of the deceased employee's base hourly rate for all unused

Medical Emergency Leave up to 224 hours at the time of the employee's death in accordance with payroll procedures established by the County Auditor-Controller/Treasurer/Tax Collector. Any unused Medical Emergency Leave in excess of 224 hours shall be returned to the donor(s), in accordance with the procedures established by the County.

2. An employee on Medical Emergency Leave who has received the approval of his/her physician and the Center for Employee Health and Wellness to return to full time work shall be required to return all unused Medical Emergency Leave to the donor(s), in accordance with the procedures established by the County.
- (l) The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for actual administrative costs.
 - (m) Solicitation of donors shall be regulated by the Human Resources Department, names of donors are to be confidential, and the privacy rights of the donee upheld per legal requirements.
 - (n) All donors and donees shall sign release forms designed, retained, and affected by the Human Resources Department.

MERIT ADVANCEMENTS

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

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

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

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

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

ON CALL COMPENSATION

If during the term of this agreement the Fire Department determines that there is a need to address issues related to the placement of employees in on call status at a threshold which is not compensable waiting time under the Fair Labor Standards Act, the parties shall meet and confer in good faith regarding the implementation of such provisions.

OPERATIONS LEADERSHIP TEAM

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

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

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

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

OVERTIME

- (a) Definition. Overtime shall be defined as all hours actually worked in excess of one hundred eighty two (182) hours per work period. A work period shall be twenty four (24) days. For purposes of defining overtime, paid leave time shall be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is non-cumulative and non-payable when incurred in units of less than fifteen (15) minutes.

An employee shall be paid for a minimum of one (1) hour for any hold-over shift. Overtime shall not affect leave accruals. The District has the right to require overtime to be worked as necessary. To the extent possible, overtime shall be scheduled on a rotating, voluntary basis, provided, however, that when the voluntary system fails, the Division Chief shall have the authority to assign overtime.

- (b) Overtime Compensation. Any employee authorized by the Division Chief or authorized representative to work overtime shall be compensated at premium rates; i.e., one and one-half (1-1/2) times the employee's regular rate of pay.
- (c) Payment. Payment for overtime shall be made on the first payday following the pay period in which overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.
- (d) Work Period. The work period for purposes of overtime, established for employees in this unit, shall be twenty-four (24) days. All work periods which define overtime based as other than time worked in excess of forty (40) hours are established pursuant to section 207(k) of the Fair Labor Standards Act (FLSA), 29 USC 201 et sec.

PHYSICAL FITNESS AND APPEARANCE

The parties agree that the physical, medical, and mental fitness and appearance of fire service personnel are requirements to perform the duties of the job and instill public confidence in the fire service function. They agree that such personnel require special treatment and consideration for the stress, physical demands and appearance expectations of the District and the public. Recognizing these important factors the parties agree that during the term of the Agreement the District may require medical, physical ability, and psychological assessments of such personnel provided the District pays and provides time off without loss of pay for such assessments. Any remedial or treatment action shall be the full responsibility of the employee. The District has the right to establish and maintain physical fitness standards as necessary, using the labor management process as defined in this agreement.

PROMOTIONS

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive at least the entrance rate of the new range, or a five percent (5%) salary increase, whichever is greater, provided that no employee is thereby advanced above step eleven (11) of the higher base salary range. An employee that has six (6) or fewer pay periods until a step advancement is due at the time of promotion, shall have the next step rate used to determine their new pay rate at the time of promotion. At the discretion of the Fire Chief, and with the approval of the Human Resources Director, an employee may be placed at any step within the higher base salary range. Promotions shall be effective only at the beginning of a pay period, unless an exception is approved by the Human Resources Director or designee. A promoted employee shall be required to serve a new probationary period of twenty-six (26) pay periods prior to attaining regular status. Advancement to the next appropriate step shall be contingent upon the completion of twenty-six (26) pay period hours of satisfactory work performance on the current step.

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

PROVISIONS OF LAW

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

REEMPLOYMENT

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

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

RETIREMENT MEDICAL TRUST FUND

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

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

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

Section 1 – Sick Leave Conversion Eligibility

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

Section 2 – Sick Leave Conversion Formula

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

<u>Amount of Remaining Sick Leave Hours</u>	<u>Cash Formula Value</u>
672 hours or less	30%
673 to 840 hours	35%
841 to 1,008 hours	40%
1,009 to 1,176 hours	45%
1,177 to 1,344 hours	50%
1,345 to 1,680 hours	60%

Section 3 – District Contributions

The District shall contribute to the Trust an amount equal to a percentage of the base biweekly salary of eligible employees as follows:

<u>Years of Completed County Service</u>	<u>Percentage</u>
Less than one year	0%
One but less than ten years	1.0%
Ten but less than sixteen years	1.75%
Sixteen or more years	2.75%

Contributions to the Trust shall not be considered earnable compensation.

Section 4 – Death

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

RETIREMENT SYSTEM CONTRIBUTIONS**Section 1: Eligibility**

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

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

Section 2: Employee Contributions

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

Employee Retirement System contributions shall be "picked up" for tax purposes only pursuant to this Section. The Auditor-Controller/Treasurer/Tax Collector has implemented the pickup of such Retirement Contributions under Internal Revenue Code Section 414 (H)(2).

The employee must choose to have the contributions designated as all employer or all employee contributions for retirement purposes. If the employee designates the pickup as employer contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of the actuarial value of that dollar to the Retirement Association as determined by the Board of Retirement; and the employee may not withdraw this contribution from the Retirement Association.

If the employee designates the pickup as employee contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of one dollar; and upon separation without retirement, an employee may withdraw this contribution from the Retirement Association. Upon retirement or separation, all contributions applied under this Section will be considered for tax purposes as employer-paid contributions.

If the employee does not file a designation, the contributions shall be made as employee contributions. Employees receiving Retirement System contributions under the Benefit Plan in effect prior to the effective date of this Agreement shall continue to have contributions under this Article applied (as employer or employee contributions for retirement purposes) in the same manner as previously applied for the employee until a revised designation is made by the employee.

Employees hired on or after January 1, 2013 cannot choose to designate retirement system contributions as employer contributions. For such employees, all contributions shall be employee contributions.

The District shall make member contributions under this Section on behalf of the employee, which shall be in lieu of the employee's contributions and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code. The amounts picked up under this Section shall be recouped through offsets against the salary of each employee for whom the district picks up member contributions. These offsets are akin to a reduction in salary and shall be made solely for purposes of income tax reporting and withholding. The member contributions picked up by the District under this Section shall be treated as compensation paid to District employees for all other purposes. District paid employer contributions to the County's Retirement System shall be paid from the same source of funds as used in paying the salaries of the affected employees. No employee shall have the option to receive the Retirement System contribution amounts directly instead of having them paid to the County Retirement System.

Upon retirement or separation, all contributions picked up under this Section will be considered for tax purposes as employer-paid contributions. Contributions under this Section shall be applied (as all employer or all employee contributions with the same value and restrictions) for Retirement System purposes in the same manner as the contributions under Section 1 of this Article.

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

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

Section 4: Retirement Formula

a) Tier 1 Retirement Formula

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

b) Tier 2 Retirement Formula

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

SALARY ADJUSTMENT

The parties jointly agree that the base salary ranges shall be applicable on the dates indicated for the appropriate classifications listed in Appendix A.

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

SALARY ADMINISTRATION

Effective the pay period following the Board of Supervisors approval of this agreement, County Fire will establish two new sub-steps below the current step 1 for all salary ranges. The spread between the steps will be maintained at approximately 2.5%.

SALARY RATES AND STEP ADVANCEMENTS

New employees shall be hired at step 1 of the established base salary range, except as otherwise provided in this Agreement. Variable entrance steps may be established if justified by recruitment needs, including lateral entries, through top step with the approval of the Fire Chief and the Director of Human Resources Director. Except for promotions, all step advancements shall be based upon one (1) step increment in the base salary range. Within the base salary range, all step advancements will be on the first day of each pay period. Approval for advancement shall be based upon satisfactory work performance and completion of required length of service in the classification and upon the recommendation of the Fire Chief. All newly hired Firefighters will be eligible for step advancement upon the completion of twenty-six (26) pay periods of satisfactory work performance.

An employee whose step advancement is denied shall not be eligible for reconsideration of step advancement except as provided in the Article on "Merit Advancements." The time required for step advancement shall be extended by any time spent on leave without pay, which exceeds fifty-six (56) hours in any pay period. The Director of Human Resources may authorize 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 or payroll error or omission including any such action which may have arisen in prior fiscal years.

SECTION 125 PREMIUM CONVERSION PLAN

- (a) Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for medical insurance, dental insurance, vision insurance, voluntary life (to the IRS specified limit) and accidental death and dismemberment insurance premiums currently maintained for Unit employees or any other program(s) mutually agreed upon by the parties. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.
- (b) Benefit Plan elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.
- (c) To be eligible for this benefit, an employee must be in a regular position and be regularly scheduled to work at least fifty-six (56) hours in a pay period or must have received the benefits under section (a) immediately prior to being on an approved leave of absence for which continuation of these benefits is expressly provided under Section 5 of the Medical and Dental Coverage Article.
- (d) Election of pre-tax and after-tax payroll deductions shall be made within sixty (60) days of the initial eligibility period in a manner and on such forms designated by the Human Resources Employee Benefits and Services Division. Failure to timely submit appropriate paperwork will result in after-tax deductions for all eligible premiums for the remainder of the Plan year.
- (e) Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Section 125 Plan Document. The employee must submit request for a change due to a mid-year qualifying event within sixty (60) days of the qualifying event. The County's Human Resources Employee Benefits and Services Division will authorize changes as long as the change is made on account of and consistent with an employee's change in status.

SHORT TERM DISABILITY (STD) INSURANCE

At the beginning of each month the County will pay to Local 935, nineteen dollars and fifty cents (\$19.50) times the number of unit employees in regular positions at that particular time for the STD plan picked by Local 935. Participation is mandatory for all Unit employees. Local 935 shall have sole fiduciary and administrative responsibility to pay premiums to its provider. These payments shall not be reported to the Retirement System as "Earnable Compensation."

SMOKING

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

SPECIAL ASSIGNMENT COMPENSATION

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

Requests for special assignment compensation may be initiated by the Division Chief or an employee via the Division Chief. The eligibility of the special assignment compensation request shall be reviewed by the Director of Human Resources, and the subsequent final and binding decision for application of special assignment compensation as well as the amount to be awarded shall be determined in writing by the Fire Chief within thirty (30) days following submission. Such compensation shall be paid according to procedures approved by the Board of Supervisors. That procedure is defined as follows:

- (a) Special assignment compensation will be in the form of a bonus equivalent to a specified percentage of the employee's base pay. The Fire Chief, with a recommendation from the Division Chief, will determine the amount of increments of one-half ($\frac{1}{2}\%$) percent from a minimum of two and one-half percent ($2\frac{1}{2}\%$) up to a maximum of seven and one-half percent ($7\frac{1}{2}\%$). It is the responsibility of the requesting district to bear the cost of additional compensation. The bonus will be computed at the specified percentage of the current base pay of the employee for each pay period and will be paid each pay period, except that the final payment of an award which terminates between such payment dates shall be made on the scheduled pay day after the next complete pay period following such termination.
- (b) Prior to the assignment of special assignment duties, that is the temporary assignment of more difficult duties requiring a greater level of skills(s), approval via the signed form must be received from the Fire Chief. Compensation is to be effective only with written approval and assignment of the greater level of duties, with a signed acceptance by the employee. In no case, will awards be made retroactive, to the date preceding the date of approval by the Fire Chief. The Division Chief and the employee bear mutual responsibility for adherence to the special assignment compensation provision as defined above. The Fire Chief has the final and binding authority in that review process to apply or not apply special assignment compensation and, if awarded, the amount. The decision on the

employee's request for a review, shall be rendered by the Fire Chief within thirty (30) days of the request. At the end of the one (1) calendar year assignment, special compensation leave may be renewed by the Fire Chief.

SPECIALTY PAY DIFFERENTIALS

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

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

A. Urban Search & Rescue Team (USAR Team)

935 Unit employees assigned to a USAR designated station, as determined by management, who meet the criteria for inclusion on the USAR Team shall receive a bi-weekly differential equivalent to 5.5% of the top step Firefighter level (i.e., \$140.32). 935 Unit employees who meet the criteria for inclusion on the USAR Team who are not assigned to a USAR station shall be eligible to receive a bi-weekly differential equivalent to 1.5% of the top step Firefighter level (i.e., \$38.27), to maintain the necessary USAR Team certifications.

B. Hazardous Materials Team (Haz Mat Team)

935 Unit employees assigned to a Haz Mat designated station, as determined by management, who meet the criteria for inclusion on the Haz Mat Team shall receive a bi-weekly differential equivalent to 5.5% of the top step Firefighter level (i.e., \$140.32). 935 Unit employees who meet the criteria for inclusion on the Haz Mat Team who are not assigned to a Haz Mat station shall be eligible to receive a bi-weekly differential equivalent to 1.5% of the top step Firefighter level (i.e., \$38.27), to maintain the necessary Haz Mat Team certifications.

Section 2: Other Specialty Pay Differentials

A. Paramedic Pay

Employees who are certified by the District as a paramedic and by management to perform paramedic functions on a full-time regular basis, in addition to their regular fire suppression duties, shall receive a paramedic pay bi-weekly differential equivalent to 12.5% of the top step Firefighter level (i.e., \$318.92). Employees receiving such pay are required to maintain certification and to perform paramedic duties. Upon written request, a Certified Paramedic will be considered for placement in a current or future vacancy in the same rank, which is not designated as having paramedic responsibilities.

An employee who is not regularly assigned as a Paramedic but who is certified by the District as a paramedic, and is actually assigned by management to perform paramedic

functions on an occasional relief or special assignment basis, shall receive a bi-weekly differential equivalent to 1.5% of the top step Firefighter level (i.e., \$38.27).

Employees receiving Paramedic Pay shall not be eligible to receive EMT Pay in addition to the Paramedic Pay, with the exception of employees assigned to the Needles, Baker, and Airport stations. Employees assigned to these three stations who are certified by the District as a paramedic shall be eligible to receive the unassigned Paramedic Pay bi-weekly differential equivalent to 1.5% of the top step Firefighter level (i.e., \$38.27) in addition to the EMT Pay bi-weekly differential equivalent to 2.5% of the top step Firefighter level (i.e., \$63.78).

B. Training Officer

935 unit members regularly assigned to the Training Division shall receive a bi-weekly differential equivalent to 7.5% of the top step Firefighter level (i.e., \$191.35), after determination of appropriate training and certifications.

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

C. Crew Superintendent

Effective the first full pay period following Board of Supervisors approval, an employee regularly assigned to perform as a Crew Superintendent shall be eligible to receive a bi-weekly differential equivalent to 12.5% of the top step Firefighter level (i.e., \$318.92). The Crew Superintendent shall oversee all wildland operations in special operations including, but not limited to, paid crews, inmate crews, and dozer programs.

D. Crew Foreman

Effective the first full pay period following Board of Supervisors approval, an employee regularly assigned to perform as a Crew Foreman shall be eligible to receive a bi-weekly differential equivalent to 7.5% of the top step Firefighter level (i.e., \$191.35). The Crew Foreman shall oversee wildland crews and operations, including, but not limited to, crew transport, support vehicles, and equipment.

E. Heavy Equipment Operator

Effective the first full pay period following Board of Supervisors approval, an employee regularly assigned to perform as a Heavy Equipment Operator shall be eligible to receive a bi-weekly differential equivalent to 10% of the top step Firefighter level (i.e., of \$255.14). The Heavy Equipment Operator shall oversee wildland dozer equipment and operations, including, but not limited to, transport, support vehicles, and swamper personnel.

F. Aircraft Rescue Firefighter (ARFF)

Effective the first full pay period following Board of Supervisors approval, an employee regularly assigned to an ARFF designated station, as determined by management, who

meets the criteria for inclusion on the ARFF Team shall be eligible to receive a bi-weekly differential equivalent to 5.5% of the top step Firefighter level (i.e., \$140.32). An employee who meets the criteria for inclusion on the ARFF Team who is not assigned to an ARFF designated station shall be eligible to receive a bi-weekly differential equivalent to 1.5% of the top step Firefighter level per pay period (i.e., \$38.27).

G. Flight Crew Captain

Effective the first full pay period following Board of Supervisors approval, an employee regularly assigned to perform as a Flight Crew Captain shall be eligible to receive a bi-weekly differential equivalent to 12.5% of the top step Firefighter level (i.e., \$318.92). The Flight Crew Captain shall be required to hold the rank of Captain and shall oversee all helicopter operations in special operations, including, but not limited to, daily flight operations, rescue hoist operations, wildland air operations, paramedic duties for air rescue transport, search and rescue, and command control.

H. Flight Paramedic

Effective the first full pay period following Board of Supervisors approval, an employee regularly assigned to perform as a Flight Paramedic shall be eligible to receive a bi-weekly differential equivalent to 7.5% of the top step Firefighter level (i.e., \$191.35). The Flight Paramedic duties shall include, but are not limited to, daily flight operations, rescue hoist operations, wildland air operations, paramedic duties for air rescue transport, and search and rescue.

I. Emergency Medical Technician (EMT) Pay

Effective the first full pay period following Board of Supervisors approval, an employee who is certified by the District as an EMT and required to perform EMT functions on a full-time regular basis, in addition to his/her regular fire suppression duties, shall be eligible to receive an EMT pay bi-weekly differential equivalent to 2.5% of the top step Firefighter level (i.e., \$63.78). Employees receiving such pay are required to maintain certification and to perform EMT duties. Employees receiving EMT Pay shall not be eligible to receive Paramedic Pay in addition to the EMT Pay with the exception of employees assigned to the Needles, Baker, and Airport stations. Employees assigned to these three stations who are certified by the District as a paramedic shall be eligible to receive the unassigned Paramedic Pay bi-weekly differential equivalent to 1.5% of the top step Firefighter level (i.e. \$38.27) in addition to the EMT Pay bi-weekly differential equivalent to 2.5% of the top step Firefighter level (i.e., \$63.78).

Section 3: Special Provisions

- (a)** Specialty pay differentials shall be calculated as a percentage of the base rate of pay per pay period of the top step Firefighter level. For example, the Crew Superintendent differential is 12.5% of \$2,551.36, i.e., \$318.92 per pay period.
- (b)** Employees eligible for a differential(s) provided in this Article who are not in paid status (i.e., not coding paid hours) during a pay period shall not receive the differential(s) for that pay period.

STAFFING

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

STAFFING DESK

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

STANDARD TOUR OF DUTY

The Fire Chief shall establish the actual number of hours, which comprises the standard tour of duty for each position. Normally, the standard tour of duty will be comprised of twenty-four (24) hours, which equates to one (1) shift. The Fire Chief may modify or change the number of hours in the standard tour of duty for each position to meet the needs of the service.

When the Fire Chief finds it necessary to make such modifications or changes, the Fire Chief shall notify the affected employee(s) indicating the proposed change prior to its implementation.

When such modification or change would affect the standard tour of duty of such employee(s), and when the Union requests to meet and confer, the parties shall expeditiously meet and confer regarding the impact the modification or change could have on employee(s).

For purposes of disciplinary action as defined in the Personnel Rules for Board-governed Special Districts, Rule XI, Section 2, the work day for shift personnel shall be defined as twelve (12) hours.

STANDARD WORK WEEK

The standard work week shall be a fifty-six (56) hour work week as that term is typically defined for fire service personnel.

STANDBY

Employees in regular positions, who are released from active duty but are required by the District to leave notice where they can be reached and be available to return to active duty when required by the district, shall be assigned to standby duty. Standby duty requires that employees so assigned shall: (1) be ready to respond immediately;

(2) be reachable by telephone or other communicating devices; (3) be able to report to active duty within a specified period of time; and (4) refrain from activities which might impair their ability to perform assigned duties. Assignment of duty shall be compensated at minimum wage as provided in the Fair Labor Standards Act for each full hour of standby duty. Said compensation is exclusive of any hours worked under provisions of the Article on "Call Back." Standby hours under this Article shall count as hours worked for overtime purposes.

TERM

The term of this Memorandum of Understanding shall commence upon approval by the Board of Supervisors, and shall expire at 12:00 a.m. (midnight) of October 6, 2016 provided, however, in the month of November, 2015, IAFF, Local 935, may request to open on economic issues. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. (midnight) of October 6, 2016, the terms and conditions of this Memorandum of Understanding shall continue in effect until a successor Memorandum of Understanding is approved by the Board of Supervisors or the dispute resolution procedure has been exhausted, whichever occurs sooner.

TIME TRADES

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

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

UNIFORM ALLOWANCE

1. The County shall provide an annual uniform allowance in the sum of four hundred fifty dollars (\$450.00) to employees in this Unit in regular positions on payroll in a paid status as of January 1 of each year to compensate for costs associated with uniform purchase, maintenance, cleaning and replacement. Payment shall be

made in the month of January each year. Employees on a leave of absence without pay on January 1 shall receive the uniform allowance upon return to paid status. Any employee separating from County employment at the conclusion of a leave of absence shall not receive the uniform allowance.

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

UNION BUSINESS

- (a) Union members shall be granted a reasonable amount of District time to perform their Union functions, including attendance at Union meetings, conventions, conferences, and seminars, without loss of pay, UB coverage will qualify for force hire to backfill. Leave time shall be approved by the Fire Chief, County Executive Officer or the designee of either prior to taking such leave. The Union shall keep the Fire District informed of Executive Board members at all times.
- (b) The District agrees to allow Union officials time during non-active duty hours to perform the following Union functions:
 1. Posting of Union notices on approved bulletin boards within the assigned District;
 2. Distribution of Union literature within the assigned District; and,
 3. Communication via Union telephone or mail to other Districts or Union representatives. In addition, said Union officials will be granted release time to consult with District management concerning the enforcement of this Agreement or to represent an employee in a grievance hearing.
- (c) The District agrees to allow up to a maximum total of three (3) employees release time to represent the Union during meet and confer sessions. Said employees shall only be compensated at their base rate of pay for time actually spent while meeting and conferring during their tour of duty. In no case shall such employees be entitled to overtime compensation for the time spent during such meet and confer sessions, nor any compensation for time spent in preparation for meeting and conferring.

UNION DUES

It is agreed that during the term of this Agreement, Union membership dues and insurance premiums for plans sponsored by the Union shall be deducted by the County from the pay warrant of each employee covered hereby who files with the District a written authorization requesting that such deduction be made. Remittance of the aggregate amount of all membership dues and insurance premiums deducted from the pay warrants of employees covered hereby shall be made to the Union within thirty (30)

days after the conclusion of the month in which said membership dues and insurance premiums were deducted.

The District may charge a service fee of five cents (\$.05) per pay period deduction per employee for the processing of such deductions. Said District shall not be liable to the Union, employees, or any party by reason of the requirements of this Article for the remittance of any sum other than that constituting actual deductions made from employee wages earned, less the service fee. The Union shall hold the District harmless for any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the District Under this Article.

UPGRADING

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

VISION CARE INSURANCE

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

WORK DISRUPTION

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

APPROVAL BY BOARD OF DIRECTORS

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

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

DATED: _____

**SAN BERNARDINO COUNTY
FIRE PROTECTION DISTRICT****BOB WINDLE**

Assistant Director of Human Resources

**SAN BERNARDINO COUNTY
PROFESSIONAL FIREFIGHTERS
IAFF, LOCAL 935****James Grigoli, President****RECOMMENDED FOR BOARD OF SUPERVISORS APPROVAL:****ANDREW LAMBERTO**

Director of Human Resources

**GREGORY C. DEVEREAUX**

Chief Executive Officer

BOARD OF SUPERVISORS**JANICE RUTHFORD, Chair**

9-30-2014
Date

APPENDIX B**Local 935 Fire****CLASSIFICATION****SALARY RANGE**

Firefighter

893

Engineer

894

Captain

895

APPENDIX C

Effective 10/18/2014

**LOCAL 935
SALARY SCHEDULE**

Grade														
FireFighter	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	
893	\$ 16.95	\$ 17.37	\$ 17.80	\$ 18.25	\$ 18.71	\$ 19.19	\$ 19.66	\$ 20.15	\$ 20.65	\$ 21.16	\$ 21.70	\$ 22.22	\$ 22.78	112 hour
	\$ 23.73	\$ 24.32	\$ 24.92	\$ 25.55	\$ 26.19	\$ 26.87	\$ 27.52	\$ 28.21	\$ 28.91	\$ 29.62	\$ 30.38	\$ 31.11	\$ 31.89	80 hour
	\$ 1,898.40	\$ 1,945.44	\$ 1,993.60	\$ 2,044.00	\$ 2,095.52	\$ 2,149.28	\$ 2,201.92	\$ 2,256.80	\$ 2,312.80	\$ 2,369.92	\$ 2,430.40	\$ 2,488.64	\$ 2,551.36	Apprx. Bi-weekly
	\$ 4,113.20	\$ 4,215.12	\$ 4,319.47	\$ 4,428.67	\$ 4,540.29	\$ 4,656.77	\$ 4,770.83	\$ 4,889.73	\$ 5,011.07	\$ 5,134.83	\$ 5,265.87	\$ 5,392.05	\$ 5,527.95	Apprx. Monthly
	\$49,358.40	\$50,581.44	\$51,833.60	\$53,144.00	\$54,483.52	\$55,881.28	\$57,249.92	\$58,676.80	\$60,132.80	\$61,617.92	\$63,190.40	\$64,704.64	\$66,335.36	Annual

Engineer	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	
894	\$ 19.42	\$ 19.91	\$ 20.41	\$ 20.92	\$ 21.45	\$ 21.98	\$ 22.54	\$ 23.11	\$ 23.68	\$ 24.28	\$ 24.89	\$ 25.49	\$ 26.12	112 hour
	\$ 27.19	\$ 27.87	\$ 28.57	\$ 29.29	\$ 30.03	\$ 30.77	\$ 31.55	\$ 32.36	\$ 33.16	\$ 33.99	\$ 34.84	\$ 35.68	\$ 36.57	80 hour
	\$ 2,175.04	\$ 2,229.92	\$ 2,285.92	\$ 2,343.04	\$ 2,402.40	\$ 2,461.76	\$ 2,524.48	\$ 2,588.32	\$ 2,652.16	\$ 2,719.36	\$ 2,787.68	\$ 2,854.88	\$ 2,925.44	Apprx. Bi-weekly
	\$ 4,712.59	\$ 4,831.49	\$ 4,952.83	\$ 5,076.59	\$ 5,205.20	\$ 5,333.81	\$ 5,469.71	\$ 5,608.03	\$ 5,746.35	\$ 5,891.95	\$ 6,039.97	\$ 6,185.57	\$ 6,338.45	Apprx. Monthly
	\$56,551.04	\$57,977.92	\$59,433.92	\$60,919.04	\$62,462.40	\$64,005.76	\$65,636.48	\$67,296.32	\$68,956.16	\$70,703.36	\$72,479.68	\$74,226.88	\$76,061.44	Annual

Captain	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	
895	\$ 23.11	\$ 23.69	\$ 24.28	\$ 24.89	\$ 25.51	\$ 26.15	\$ 26.80	\$ 27.48	\$ 28.16	\$ 28.86	\$ 29.59	\$ 30.30	\$ 31.07	112 hour
	\$ 32.35	\$ 33.17	\$ 33.99	\$ 34.85	\$ 35.72	\$ 36.61	\$ 37.53	\$ 38.47	\$ 39.42	\$ 40.40	\$ 41.43	\$ 42.42	\$ 43.49	80 hour
	\$ 2,588.32	\$ 2,653.28	\$ 2,719.36	\$ 2,787.68	\$ 2,857.12	\$ 2,928.80	\$ 3,001.60	\$ 3,077.76	\$ 3,153.92	\$ 3,232.32	\$ 3,314.08	\$ 3,393.60	\$ 3,479.84	Apprx. Bi-weekly
	\$ 5,608.03	\$ 5,748.77	\$ 5,891.95	\$ 6,039.97	\$ 6,190.43	\$ 6,345.73	\$ 6,503.47	\$ 6,668.48	\$ 6,833.49	\$ 7,003.36	\$ 7,180.51	\$ 7,352.80	\$ 7,539.65	Apprx. Monthly
	\$67,296.32	\$68,985.28	\$70,703.36	\$72,479.68	\$74,285.12	\$76,148.80	\$78,041.60	\$80,021.76	\$82,001.92	\$84,040.32	\$86,166.08	\$88,233.60	\$90,475.84	Annual

APPENDIX D

STAFFING SIDE LETTER

Side letter agreement between San Bernardino County Professional Firefighters IAFF Local 935 (Union) and San Bernardino County Fire District (District)

The Union and District agree to Staffing Flexibility by maintaining staffed full-time positions that are not filled by assigned full-time employees in each rank. The openings shall be balanced in the divisions and by rank as much as practical. The goal shall be to maintain fourteen (14) Captain, twelve (12) Engineer, fourteen (14) Firefighter/Paramedic, and three (3) Firefighter positions open. The Union President, Fire Chief, and County CEO shall meet as needed to plan the staffing needs of the department. The Operations/Leadership process shall be used to implement the staffing plan.

County of San Bernardino/San
Bernardino County Fire District

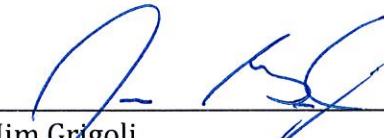


Gregory C. Devereaux
Chief Executive Officer

9/25/14

Date

San Bernardino County Professional
Firefighters IAFF Local 935



Jim Grigoli
President, IAFF Local 935

9/25/14

Date