

# MEMORANDUM OF UNDERSTANDING

BETWEEN

## NORTH COUNTY FIRE PROTECTION DISTRICT

AND

## **FALLBROOK FIREFIGHTERS' ASSOCIATION** **(Safety)**



Covering the Period of

**JULY 1, 2018 TO SEPTEMBER 30, 2020**

# NORTH COUNTY FIRE PROTECTION DISTRICT

## SAFETY — MEMORANDUM OF UNDERSTANDING

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Exhibit A: Wage Scale July 1, 2018  
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# NORTH COUNTY FIRE PROTECTION DISTRICT

## SAFETY — MEMORANDUM OF UNDERSTANDING

JULY 1, 2018 TO SEPTEMBER 30, 2020

### ARTICLE 1. INTENT AND PURPOSE:

- 1.1. It is the intent and purpose of the Memorandum of Understanding (hereinafter referred to as "**MOU**") to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and other terms and conditions of employment between **EMPLOYEES** (hereinafter referred to as "**EMPLOYEES**") represented by Fallbrook firefighters' Association (hereinafter referred to as "**ASSOCIATION**") and the North County Fire Protection District (hereinafter referred to as "**DISTRICT**").
- 1.2. Upon adoption of the new **MOU** by both the **ASSOCIATION** and the **DISTRICT**, all terms and conditions of this **MOU** shall then become effective without further action by either party on the dates set forth herein

### ARTICLE 2. SCOPE OF REPRESENTATION:

- 2.1 The scope of representation of the recognized **EMPLOYEE** organization shall include wages, hours and other terms and/or conditions of employment as set out in the applicable State and Federal Law.

### ARTICLE 3. MANAGEMENT RIGHTS:

#### SECTION 1:

- 3.1. In order to ensure that the **DISTRICT** shall continue to carry out its safety, medical aid services, fire protection services, functions, programs and responsibilities to the public imposed by law, and to maintain efficient and responsive fire protection service for the citizens of the **DISTRICT**. The **DISTRICT** reserves and retains all management rights including, but not limited to, the following rights:
  - 3.1.1. To manage the affairs of the **DISTRICT** and determine the policies and procedures of the **DISTRICT**.
  - 3.1.2. To determine the necessity, organization and implementation of any service or activity conducted by the **DISTRICT** or other governmental jurisdictions, and to expand or diminish fire services.
  - 3.1.3. To determine the nature, manner, means, extent, type, time, quantity, technology, quality, standard and level of fire services to be provided to the public.

- 3.1.4. To require performance of other public safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the **DISTRICT**.
- 3.1.5. To determine methods of financing.
- 3.1.6. To determine the issues of public policy and the overall goals and objectives of the **DISTRICT** and to take necessary action to achieve the goals and objectives of the **DISTRICT**.
- 3.1.7. To maintain order and efficiency in the fire facilities and operation.
- 3.1.8. To take any and all necessary steps and action to carry out the service requirements and mission of the **DISTRICT** in emergencies.

## SECTION 2:

- 3.2. The exercise of such rights, powers and authority shall not conflict with either this **MOU** or with State or Federal Law. It is expressly agreed that nothing in this Article shall be construed to limit or restrict any rights that the **DISTRICT** or the **ASSOCIATION** may have under any State or Federal law.

## SECTION 3:

- 3.3. Neutral third parties shall not have the authority to diminish any of the management rights, which are included in the Agreement.

## **ARTICLE 4.        CONTINUATION:**

- 4.1. The terms of the **MOU** shall not be modified or changed during the term of this **MOU** without mutual written consent of both the **DISTRICT** and the **ASSOCIATION**.
- 4.2. Any matters within the scope of representation that were not changed by this **MOU** cannot be changed by the **DISTRICT** without giving reasonable opportunity to meet and confer over such changes. However, if such changes are necessitated by an emergency, the opportunity for meeting and conferring shall be provided within a reasonable time after implementation of such change.
- 4.3. On or about May 1<sup>st</sup> of each year, the **ASSOCIATION** shall designate, two persons, to who said notice shall be sent.

## **ARTICLE 5.        RECOGNITION:**

### SECTION 1:

- 5.1.1. Effective January 1, 1994, the **ASSOCIATION** will be recognized as the Exclusive Bargaining Agent for all **EMPLOYEES** in the following classifications: Firefighter, Firefighter/Paramedic, Engineer, Engineer/

Paramedic, Fire Captain and Fire Captain/Paramedic without regard to work schedule or assignment.

**SECTION 2:**

- 5.2.1. The **ASSOCIATION** shall represent any newly created safety classification with the rank of Captain or below.

**SECTION 3:**        **AGENCY SHOP/FAIR SHARE AGREEMENT:**

5.3.1. **AGREEMENT:** As provided in California Government Code, the North County Fire Protection **DISTRICT** and the Fallbrook Firefighters **ASSOCIATION**, as the recognized exclusive representative of the positions included in the **MOU** with non-safety **EMPLOYEES**, hereby agree to provide for the organizational security of the **ASSOCIATION** in the form of maintenance of membership or fair share fee deductions. The **DISTRICT** shall deduct an amount representing normal initiation fees and ongoing dues from the salary or wages of every **EMPLOYEE** in a classification or position covered by the Non-Safety **MOU**. Such deduction shall continue until the effective date of a successor agreement. The **DISTRICT** shall not be liable in any action by an **EMPLOYEE** seeking recovery of, or damages for, improper use or calculation of fair share fees.

5.3.2. **RELIGIOUS EXEMPTION:** In addition, as provided in California Government Code, any **EMPLOYEE** who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting **EMPLOYEE** organizations shall not be required to financially support the **ASSOCIATION**. That **EMPLOYEE**, in lieu of a membership fee or a fair share fee deduction, shall instruct the employer to deduct and pay sums equal to the fair share fee to a nonreligious, non-labor organization or charitable fund approved by the State Board of Control for receipt of charitable contributions by payroll deductions.

5.3.3. **RECORD-KEEPING AND REPORTING:** The **DISTRICT** agrees to develop and maintain the necessary payroll systems and methods to accomplish the payroll deductions described herein. Pertinent records will be available to the **ASSOCIATION**, upon request, at a mutually agreeable time and place.

5.3.3.1. The **ASSOCIATION** agrees to provide the financial reporting, as specified in state law, to both the **DISTRICT** and to any **EMPLOYEES** who may request such reports. Such reports shall include an annual detailed written financial report in the form of a balance sheet and an operating statement, certified as to accuracy by its President and Treasurer.

**ARTICLE 6.        NO STRIKE:**

6.1. The **ASSOCIATION** agrees its members employed by the **DISTRICT** shall not engage in any strike, slow down, work stoppage or any other concerted action against the **DISTRICT** intended to impair the services provided by the **DISTRICT**.

The **ASSOCIATION** further agrees its members shall not be required to respect the picket lines of other organizations during the performance of their **DISTRICT** duties. The **DISTRICT** may impose severe disciplinary action, including dismissal, for any violation of this paragraph.

**ARTICLE 7.           ACCESS TO WORK STATION:**

7.1. Reasonable access to **EMPLOYEE** work locations shall be granted officers of the **ASSOCIATION**, and its official representatives for the purpose of processing grievances or contacting members of the **ASSOCIATION** concerning business within the scope of representation. Such officers or representatives should not enter any work location without the consent of the Fire Chief/CEO or designee. Access shall be restricted so as not to unreasonably interfere with the normal operations of the Department or with the established safety requirements.

**ARTICLE 8.           USE OF DISTRICT FACILITIES:**

8.1. The **ASSOCIATION**, with approval of the Fire Chief/CEO or designee, may be granted the use of **DISTRICT** facilities during non-work hours for **EMPLOYEES'** meetings, provided space is available. All such requests should be submitted in writing at least 24 hours in advance and shall state the purpose of the meeting. The use of **DISTRICT** equipment, other than items normally used in the conduct of business meeting, such as desks, chairs and blackboards, is strictly prohibited. Stations shall not be under-manned or apparatus moved without the express permission of the Fire Chief/CEO or his non-bargaining unit designee.

**ARTICLE 9.           WAGES:**

**SECTION 1:**

9.1.1 For the period beginning July 1, 2018 to September 30, 2020, wages shall be paid as set forth in the attached document titled "Exhibit A - Wage Scale."

9.1.2 The wage scale shall be adjusted annually on September 1<sup>st</sup> each year using the following procedure:

9.1.2.1 During the month of May, parties signatory to this agreement meet at a mutually agreeable time and place.

9.1.2.2 Determine anticipated new revenue or "growth" for the new fiscal year starting on the following September 1<sup>st</sup>. "New Revenue" is defined as follows:

9.1.2.2.1 Compare the preliminary estimated opening charges from San Diego County for the coming fiscal year with the preliminary estimated opening charges for the current fiscal year, as reported by the County last year.

9.1.2.2.2 If the preliminary estimate opening charges are less than the previous year's estimated opening charges, and/or the known changes as

dictated by the formula exceed the new revenue, any party to the contract(s) may reopen the contract(s) to address the shortfall.

9.1.2.2.3 The net difference between these two numbers is then adjusted as follows:

9.1.2.2.1.1. Anticipated changes in PERS contribution rates.

9.1.2.2.1.2. Known changes in health benefit costs.

9.1.2.2.1.3. Anticipated changes in non-personnel operating costs for the **DISTRICT** – calculated by applying the most current annual San Diego regional change in the CPI to the **DISTRICT'S** non-personnel operating costs for the current fiscal year.

9.1.2.2.1.4. Other issues identified by the representatives to include additional revenue shifts by the state or other external mandates that significantly affect the **DISTRICT'S** fiscal health limited to those items not current a line item in the budget.

9.1.2.2.2. An example of the above calculation is attached as Exhibit “B.”

9.1.2.3. Distribute the adjusted New Revenue (as described in 9.1.2.2.) as follows:

9.1.2.3.1. Twenty thousand dollars (\$20,000) as a 60/40 split, is added to “9.1.2.3.2.” below to achieve the goal of equity wage parity for those **EMPLOYEES** significantly below the median differential parity of other positions in the comparable agencies within their classification. Significantly below is defined as more than eight percent (8%). Upon achievement of wage parity the remainder of the funds is returned to the formula for normal distribution as new monies.

9.1.2.3.2. Fifty percent (50%) to fund salary increases to achieve wage parity for all **EMPLOYEE** groups. Wage parity, as defined in the **MOU**, is the wage ceiling unless modified by all parties. Until parity is achieved, available dollars are applied equally across all **EMPLOYEES** and groups. As individual classifications achieve parity, no additional increases will be provided for that classification until such time as they again are below wage parity as defined in the respective **MOU**.

9.1.2.3.3. Forty percent (40%) to fund **DISTRICT** activities and programs as defined through the normal budgeting process.

9.1.2.3.4. Ten percent (10%) is added to “9.1.2.3.2.” above to achieve the goal of wage parity. Upon achievement of wage parity, this portion is added to “9.1.3.2.” for **DISTRICT** activities and programs.

9.1.2.3.5. Upon achievement of wage parity for all groups, the portion of new revenue earmarked for salaries in “9.1.2.3.2.” above, becomes available to augment existing **EMPLOYEE** benefits or programs.

## SECTION 2:

9.2.1. Engineer and Captain Paramedics shall receive one hundred eighty dollars (\$180.00) per pay period. Engineer and Captain Paramedics shall receive an additional eighty cents (\$.80) per hour when assigned as the primary



Paramedic position. The primary Paramedic position will be assumed by the lowest ranking assigned **EMPLOYEE**.

### SECTION 3:

- 9.3.1. The Fallbrook Firefighters' **ASSOCIATION** and the North County Fire Protection **DISTRICT** agree that changes to the Policies 910.04 Acting Engineer, 910.05 Acting Captain and 910.06 Acting Chief Officer are necessary to ensure that actors maintain a high level of skill in those positions. Therefore the **DISTRICT** in conjunction with regular promotional testing will conduct a skill evaluation examination as outlined in eligibility maintenance in the listed policies.
- 9.3.2. To be eligible for the wage scale step(s) designated as, "Certified," an **EMPLOYEE** shall provide documentation verifying completion of all requirements as specified in Article 21, Section 8 for the desired classification.
- 9.3.3. To be eligible for the wage scale step(s) designated as, "Acting," an **EMPLOYEE** shall pass the promotional examination or pass an interim examination administered by the **DISTRICT** for the desired classification.
- 9.3.4. An **EMPLOYEE** who successfully passes an interim examination shall take and pass the next promotional examination or lose their Acting status.
- 9.3.5. An **EMPLOYEE** classified as Firefighter or Firefighter/Paramedic who attains the wage scale step for acting Captain shall receive an additional two and one-half percent (2½%) pay for hours worked while utilized in the capacity of acting Captain.

### SECTION 4:

- 9.4.1. Any current **EMPLOYEE**, who was hired with a Paramedic Certificate, shall maintain said certificate as a condition of his/her employment; provided, however, that if a vacancy exists in the **DISTRICT** for which a] no Paramedic Certificate is required; and b] that individual is qualified, then that individual who no longer wishes to perform the duties of a Paramedic may voluntarily or involuntarily be reassigned to such vacancy.

SECTION 5:

9.5.1. Any **EMPLOYEE** who is assigned from a fifty-six (56)-hour workweek to a forty (40)-hour workweek shall be paid as follows:

9.5.1.1. To determine the hourly rate of pay: Increase the yearly salary (including FLSA O.T.) by seven and one-half percent (7½ %) and then divide that by 2080 (the number of hours per year).

9.5.1.2. To determine the overtime rate of pay: multiply the hourly rate by one and one half (1 ½).

9.5.1.3. To determine the bi-weekly salary: multiply the hourly rate by eighty (80).

**ARTICLE 10. ANNUAL LEAVE:**

SECTION 1:

10.1.1. **EMPLOYEEES** shall be entitled to vacation annually in accordance with the following schedule:

| NUMBER OF MONTHS           | HOURS OF VACATION LEAVE          |
|----------------------------|----------------------------------|
| 0-36 months of service     | 10 hours/mo = 120 hours per year |
| 37-120 months of service   | 15 hours/mo = 180 hours per year |
| Over 121 months of service | 20 hours/mo = 240 hours per year |

SECTION 2:

10.2.1. **EMPLOYEEES** may be paid annually for unused Annual Leave upon request of the **EMPLOYEE** with approval of the Fire Chief/CEO or designee and the ability for the **DISTRICT** to pay.

SECTION 3:

10.3.1. Any **EMPLOYEE** having more than 480 hours of accrued Annual Leave on June 30 of any year shall have 100% of the value of all hours in excess of 480 hours, based on the pay rate in the current fiscal year, mandatorily contributed by the District to **EMPLOYEE'S** individual account in the Post-Retirement Medical Benefit Trust (PRMBT).

SECTION 4:

10.4.1. Upon separation of employment, 100% of the value of all remaining unused Annual Leave shall be contributed to the **EMPLOYEE'S** individual account in the Post-Retirement Medical Benefit Trust and/or an approved 457 Plan at the rate of pay in effect at the time of separation from the **DISTRICT**.

SECTION 5:

10.5.1. For the purposes of this section, the term Annual Leave is synonymous with the term Vacation Leave.

**ARTICLE 11. SCHEDULING OF ANNUAL LEAVE:**

The method(s) by which an **EMPLOYEE** may sign-up for a pre-approved Annual Vacation shall be specified in Policy 226.09. The pertinent policy is adopted herein by reference with the understanding that development and modification of the Policy is subject to a requirement to 'meet and confer'.

**ARTICLE 12. HOLIDAY IN LIEU PAY FOR 56-HOUR EMPLOYEES:**

HOURLY RATES - 56-HOUR SCHEDULE

**YEARLY**  
132

**EACH HOLIDAY**  
12 HOURS

- 12.1 Each **EMPLOYEE** shall be paid, at their current rate, one hundred and thirty-two (132) hours of in-lieu pay each year divided equally among bi-weekly paychecks.
- 12.2 Any **EMPLOYEE** receiving in-lieu pay, as described above shall not be entitled to time-off holidays, except as provided in Section 12.5 below.
- 12.3 Any **EMPLOYEE** who separates employment mid-year and has received any of the in-lieu payments as described herein, the salary cost of the pre-credited in-lieu pay shall be deducted on a pro-rated basis for the **EMPLOYEE'S** final paycheck.
- 12.4 New **EMPLOYEES** who commence employment during the year shall receive in-lieu pay, as described above, on a pro-rated basis.
- 12.5 Any **EMPLOYEE** may elect to use up to twenty-four (24) hours of the one hundred and thirty-two (132) hours he/she would have received in the form of in-lieu pay for the purpose of taking education classes or career development training. The in-lieu payments following such training shall be reduced accordingly.

**ARTICLE 13. HOLIDAY ACCRUAL RATES FOR 40 HOUR EMPLOYEES:**

13.1. Forty hour per week **EMPLOYEES** shall be entitled to the following holidays:

- 13.1.1. New Years';  
13.1.2. Dr. Martin Luther King Junior's Birthday;

- 13.1.3. President's Day;
- 13.1.4. Memorial Day;
- 13.1.5. Independence Day;
- 13.1.6. Labor Day;
- 13.1.7. Columbus Day;
- 13.1.8. Veteran's Day;
- 13.1.9. Thanksgiving day,
- 13.1.10. The Day After Thanksgiving and
- 13.1.11. Christmas Day.

13.2. If a holiday falls on a Saturday or Sunday, the leave period shall commence Friday or Monday respectively. Holidays falling during a leave period shall not be deducted from leave. Employees may select three (3) of their existing holidays and utilize them as floating holidays, per approval of the Fire Chief/CEO.

**ARTICLE 14.        SICK LEAVE:**

**SECTION 1:**

14.1.1. Personnel shall accrue twelve (12) hours per month Sick Leave. On June 30 of each year, all **EMPLOYEES** who were hired by the District prior to July 1, 2010 and have been employed by the **DISTRICT** for ten (10) years or more with a Sick Leave accrual in excess of 540 hours shall have those excess hours converted to a cash value, based on the **EMPLOYEE'S** salary for the current fiscal year. Employees hired after July 1, 2010 shall have this excess hours conversion occur after five (5) years of employment. Such cash value shall be immediately paid into the **EMPLOYEE'S** individual account in the Post-Retirement Medical Benefit Trust in accordance with all applicable laws and regulations.

14.1.2. In order to implement this pay out of excess Sick Leave accrual, upon ratification of this agreement, all **EMPLOYEES** with ten (10) years of service or more, with more than 540 hours of accrued Sick Leave, shall have such excess hours converted to a cash value, based on the **EMPLOYEE'S** salary. . The **DISTRICT** agrees to maintain a record of this cash value and pay that amount into the **EMPLOYEE'S** individual account within the Post-Retirement Medical Benefit Trust upon the **EMPLOYEE'S** separation from employment, with the following notice requirement:

14.1.2.1. With the exception of death, or an unforeseen injury or illness causing separation from employment, the **EMPLOYEE** shall give the **DISTRICT** sufficient notice of intended separation such that the **DISTRICT** can budget for the payout. Specifically, the **EMPLOYEE** shall notify the **DISTRICT** no later than May 1<sup>st</sup>, of the year of intended separation from employment any time between July 1<sup>st</sup> and June 30<sup>th</sup>. For example, an **EMPLOYEE** intending to retire between

July 1, 2018 and June 30, 2019 must notify the **DISTRICT** of their intended retirement by no later than May 1, 2018.

SECTION 2:

- 14.2.1. After five (5) years of service, **EMPLOYEES** shall have the following options: Upon separation from employment, 100% of the value of all remaining unused Sick Leave shall be contributed to the **EMPLOYEE'S** individual account in the Post-Retirement Medical Benefit Trust at the rate of pay in effect at the time of separation from the **DISTRICT**. All or a portion of this value may also be used to pre-fund any premium payments due for participation in the group portion of the Post-Retirement Medical Benefit Trust and/or an approved 457 Plan.

SECTION 3:

- 14.3.1. For "CLASSIC" **EMPLOYEES** (as defined by the California Pension Reform Act of 2013), if an **EMPLOYEE** chooses to credit accrued Sick Leave to **EMPLOYEES'** PERS Retirement in order for said **EMPLOYEE** to retire early, he/she may apply all accrued Sick Leave (without limit) for said purpose.

SECTION 4:

- 14.4.1. An **EMPLOYEE** may use paid Sick Leave for absences necessitated by illness or injury unrelated to Workers' Compensation; required medical or dental care; or the illness or injury of a member of his/her immediate family who are current members of the **EMPLOYEE'S** household.

SECTION 5:

- 14.5.1. If any **EMPLOYEE** is absent more than two consecutive shifts for those **EMPLOYEES** on a 56 hour work week, or three consecutive work days for those **EMPLOYEES** on forty hour work week, said **EMPLOYEE** shall sign an affidavit stating the reason for said absenteeism and file said affidavit with the Fire Chief/CEO or his/her Designee. The Fire Chief/CEO for good cause may require a physician's statement however, the **DISTRICT** shall pay for the cost of said doctor's appointment.

**ARTICLE 15.        BEREAVEMENT LEAVE:**

- 15.1. Personnel shall be entitled to bereavement leave consisting of two (2) shifts for shift personnel and three (3) days for Forty (40)-hour per week personnel, per occurrence and shall not be accumulative. This leave shall be limited to deaths that occur within the immediate family, to include spouse, child, step-child, brother, sister, parent and/or grandparent of the **EMPLOYEE**, Mother-in-Law, Father-in-Law or any other person living in the same household as the **EMPLOYEE**. Any additional time off will be at the discretion of the Fire Chief/CEO.

**ARTICLE 16.        COURT LEAVE:**

**SECTION 1:**

16.1.1.    **EMPLOYEES** who are summoned by a court and appear for the purpose qualifying or serving as a juror, or who actually appear as a witness, are entitled to court leave for that period of service. An **EMPLOYEE** who serves or appears for a portion of the regular working day or shift shall return to work when not required to return to court the next day.

**SECTION 2:**

16.2.1.    To be granted court leave, an **EMPLOYEE** shall submit to his/her supervisor a true copy of the summons or subpoena for jury or witness service. **EMPLOYEES** shall immediately notify their immediate supervisor so as to provide for adequate relief coverage of personnel within specified time limits.

**SECTION 3:**

16.3.1.    The term of jury service does not include periods which the **EMPLOYEE** is excused (such as weekends or holidays) or discharged by the court, either for an indefinite period in excess of one working day or shift. Those **EMPLOYEES** who are temporarily discharged or excused from court service during the weekend or holiday periods shall return to their regular work assignments.

**SECTION 4:**

16.4.1    **EMPLOYEES** on court leave shall obtain from the court clerk a certification as to their daily attendance as juror or witness. **EMPLOYEES** shall provide this certification to their immediate supervisors.

**SECTION 5:**

16.5.1.    **EMPLOYEES** may retain any sums paid to reimburse them (directly) for the cost of meals, mileage, transportation, etc. **EMPLOYEE** shall not be entitled to keep such fees or wages paid to them by the court for the purposes of jury service. **EMPLOYEES** shall reimburse the **DISTRICT** for any such fee paid to them. **EMPLOYEES** shall not use any of the provisions of the Article for personnel or private gain at the expense of the **DISTRICT**.

**ARTICLE 17.        ASSOCIATION LEAVE:**

17.1.    **ASSOCIATION** representatives shall be granted a cumulative total of one hundred and ninety-two (192) hours Administrative Leave per year for activities directly related to **EMPLOYEE-EMPLOYER** relations and subject to prior **DISTRICT** approval of the program.

**ARTICLE 18.        UNIFORMS:**

18.1. Each employee will be provided uniforms worth a combined value of \$700.00 per year, of which, \$500 per year may be used for uniforms at the employee's discretion.

**ARTICLE 19.        OVERTIME:**

19.1. Overtime compensation is combined with regular bi-weekly paycheck, one and one-half (1½) times the regular rate of pay, for all **EMPLOYEES** on shift work for all time worked beyond the normal (24)-hour shift on an **EMPLOYEE'S** scheduled day off, and in excess of 182 hours in a twenty-four (24)-day period. A workday shall consist of twenty-four (24)-hours including meals, rest period, and sleep.

19.2. **EMPLOYEES** on forty (40)-hour week schedules shall be paid one and one half (1½) times the regular rate for all time worked in excess of forty (40) hours per work period. The work period for the purpose of calculating overtime for the forty (40)-hour work **EMPLOYEES** shall include seven consecutive twenty-four (24)-hour durations.

19.3. **EMPLOYEES** on forty (40)-hour week schedules who work hours beyond forty (40) hours in a work period where such additional hours are worked on a fifty-six (56) hour schedule shall be paid one and one-half (1½) times the regular rate of pay for **EMPLOYEES** on a fifty-six (56)-hour schedule.

19.4. Hours worked for the purpose of calculating FLSA overtime shall include, paid work hours and paid leave, including Sick Leave, vacation, holidays, Worker's Compensation, school, training, paid military leave, and paid maternity leave.

**ARTICLE 20.        ACTING IN RANK ABOVE CURRENT POSITION:**

20.1. Upon reaching the Certified & Acting wage scale Step, said **EMPLOYEE** agrees to fill that higher classification in an acting capacity. The length of the Acting assignment shall not exceed three (3), twenty-four (24)-day cycles. **EMPLOYEES** who work out of class for three (3) consecutive twenty-four (24)-day cycles shall not be assigned to any Acting position for at least one (1), twenty-four (24)-day work cycle.

20.2. The specific intent of this Article is not to circumvent promotions.

**ARTICLE 21.        PROMOTIONS:**

**SECTION 1:**

21.1.1. Only promotional examinations shall be utilized to establish promotional eligibility lists.

21.1.2. Promotional eligibility lists shall be valid for not more than one year from the date of posting, unless extended by the Fire Chief/CEO for up to one year.

SECTION 2:

21.2.1. The Fire Chief/CEO shall select from the top three (3) names on the promotional eligibility list.

SECTION 3:

21.3.1. Promotional examinations for appointment to the classifications of Engineer (including Engineer/Paramedic) and Fire Captain (including Fire Captain/Paramedic) shall be administered to existing personnel of the **DISTRICT**.

21.3.2. If the number of existing **EMPLOYEES** who qualify for the promotional examination is not at least five (5) persons for each promotional classifications (e.g., five personnel for one opening, six personnel for two openings, etc.) then the **DISTRICT** reserves the right to administer such examinations to persons not presently employed.

SECTION 4:

21.4.1. The **DISTRICT** and the **ASSOCIATION** may mutually agree to modify the minimum qualifications for existing **EMPLOYEES** to take the promotional examination in accordance with this Article.

SECTION 5:

21.5.1. In the Event the **DISTRICT** administers an Examination for Engineer (including Engineer/Paramedic) or Fire Captain (including Fire Captain/Paramedic) to persons not presently employed and if there are not at least five (5) such persons who compete for each opening, the **DISTRICT** reserves the right to modify the Qualifications to take the examination to increase the number of persons who qualify to take the examination.

SECTION 6:

21.6.1. Promotion lists with less than three (3) names shall not be valid.

SECTION 7:

21.7.1. An applicant for a promotional examination shall include documentation verifying completion of all requirements as set forth in Section 8 by the filing deadline.

SECTION 8:



21.8.1. Unless otherwise modified by mutual agreement or by external mandates, the requirements for promotion shall be as follows:

21.8.2. **ENGINEER (INCLUDING ENGINEER/PARAMEDIC):**

21.8.2.1. Applicant shall have three (3) years full-time experience as a Safety **EMPLOYEE** with the **DISTRICT** or three (3) years combined experience between the **DISTRICT** and another full-time career Safety position with successful completion of probation.

21.8.2.2. Applicant shall be State Certified as an EMT-1A or Paramedic.

21.8.2.3. Applicant shall be State Certified as Firefighter I.

21.8.2.4. Applicant for promotion to Engineer shall be required to take and pass the following courses prior to filing deadline:

21.8.2.4.1. Driver Operator 1A;

21.8.2.4.2. Driver Operator 1B;

21.8.2.5. Within six months of successful completion of the probationary period, **EMPLOYEE** shall apply for "State Certified Apparatus Operator/Pump" certification.

21.8.3. **FIRE CAPTAIN (INCLUDING FIRE CAPTAIN/PARAMEDIC):**

21.8.3.1. Applicant shall have five (5) years full time experience as a safety **EMPLOYEE** with the **DISTRICT** or five (5) years combined experience between the **DISTRICT** and another full-time career Safety position with successful completion of probation.

21.8.3.2. Applicant shall be State Certified as an EMT-1A or Paramedic.

21.8.3.3. Applicant shall have successfully completed prior to filing deadline:

21.8.3.3.1. One (1) year as an Acting Engineer or CAO, or

21.8.3.3.2. Combined time of 1 year as an Acting Engineer or CAO and time in grade as Engineer, or

21.8.3.3.3. One (1) year in grade as Engineer.

21.8.3.4. Applicant must have a California OSFM Fire Officer certification or have completed all of the educational prerequisites for Company Officer as specified by the Office of the State Fire Marshal including CSTI Hazardous Materials Incident Commander Applicant must also have completed the required training for the position of Engine Boss per current CICCIS Qualification Guide. or be Engine Boss Certified and Blue Card Incident Commander.

21.8.3.5. Within six (6) months of successful completion of probationary period, **EMPLOYEE** shall apply for California OSFM Company Officer Certification.

21.8.3.6. **EMPLOYEES** who are designated as "certified" in a classification prior to July 1, 2018, will retain their current certification level and associated pay indefinitely. **EMPLOYEES** applying for certification

pay after July 1, 2018, must meet current minimum requirements for the classification.

- 21.8.3.7. **EMPLOYEES** who become designated as “certified” in a classification prior to July 1, 2018 will remain eligible to take a promotional examination and eligible for promotion for that classification until July 1, 2019. **EMPLOYEES** promoted under this agreement will remain classified as “Probationary” until minimum requirements for the classification are met. Leave time to complete any outstanding courses for required certification would be the responsibility of the **EMPLOYEE**.
- 21.8.3.8. After July 1, 2019, all **EMPLOYEES** will be required to meet current requirements for promotion.
- 21.8.3.9. In addition to the requirements of Section 21.8.3.4., prior to completion of their probation after promotion to Captain (including Captain/Paramedic) **EMPLOYEE** shall pass, the following courses if reasonably available:
  - 21.8.3.9.1. CSTI Hazardous Material Incident Commander Certificate.
  - 21.8.3.9.2. Within eighteen (18) months of promotion to the rank of Captain, complete OSFM certification requirements and apply for full OSFM certification as Company Officer.

#### SECTION 9:

- 21.9.1. If an **EMPLOYEE** on promotional probation (twelve [12] months) does not meet the standards of performance and is rejected, or voluntarily gives up that position, he/she shall revert to his/her former regular position.

### **ARTICLE 22.        HEALTH SERVICE CONTRIBUTIONS:**

#### SECTION 1:

- 22.1.1. The **DISTRICT** agrees to offer the PERS Health Benefits Program and pay a portion of the associated premiums as specified in Section 2 of this article. The **EMPLOYEE** agrees that he/she is liable for the difference between the total cost of the health plan he/she chooses, and the **DISTRICT'S** PERS health benefit contribution.

#### SECTION 2:

- 22.2.1. The **DISTRICT** agrees to maintain a cafeteria-style benefit plan to be available to all **EMPLOYEES**. Benefits, which are available through this plan, include dental insurance, vision care, life insurance, long term disability plan (LTD), AD&D and health insurance.
- 22.2.2. The District agrees to pay an amount equal to 90% of the PERS Blue Shield Access+ HMO premium for the **EMPLOYEE'S** designated level of insurance (**EMPLOYEE** only, **EMPLOYEE** plus one (1), or **EMPLOYEE** plus family). The **EMPLOYEE** may apply this amount from the **DISTRICT**

towards any of the health insurance plans offered by the **DISTRICT** with any additional costs to be deducted from the **EMPLOYEE'S** pre-tax salary as a payroll deduction. Any excess funds will be retained by the **DISTRICT** and may not be used by the **EMPLOYEE** for any other purpose.

SECTION 3:

22.3.1. The **DISTRICT** agrees to pay all administrative fees/costs associated with the above programs.

SECTION 4:

22.4.1. It is mutually agreed by all parties that excess funds, (\$182.19 monthly or \$84.09 per bi-weekly pay period per Safety EMPLOYEE) shall be deposited on the EMPLOYEE'S behalf to the Post-Retirement Medical Benefit Trust. NCFPD agrees to pay \$2.20 (or current cost) on behalf of all eligible **EMPLOYEES** for the purchase of a \$10,000 life insurance policy as required by FDAC for plan participation.

22.4.2. In no event shall the **DISTRICT** contribution exceed the total of the most expensive medical, dental, eye care and life insurance family plans available.

22.4.3. EMPLOYEES may waive District sponsored healthcare and receive a DISTRICT provided incentive of 50% of the PERS Blue Shield Access+HMO premium for the EMPLOYEE's applicable benefit tier provided the following conditions are met:

22.4.3.1. Each year during the PERS Health Benefits Program Open Enrollment period the EMPLOYEE must provide to the DISTRICT evidence of healthcare coverage and applicable dependent eligibility for the coming premium term.

22.4.3.2. The EMPLOYEE shall receive the incentive to waive District sponsored healthcare in the form of a bi-weekly deposit commensurate, with the DISTRICT's payroll cycle, on the EMPLOYEE's behalf to the Post-Retirement Medical Benefit Trust. There shall be no cash option for this incentive.

**ARTICLE 23.        PHYSICAL EXAMINATIONS:**

23.1.        Shall be in accordance with the **DISTRICT'S** Wellness Program.

**ARTICLE 24.        RETIREMENT BENEFITS:**

SECTION 1:

24.1.1. Retirement benefits for all Safety **EMPLOYEES** will be determined by the **EMPLOYEE** status under the Public Employees' Retirement Reform Act of 2013 (PEPRA). Under this law, **EMPLOYEEs** are considered either "NEW" or "CLASSIC" members.

24.1.1.1. **"NEW" MEMBERS ARE:**

24.1.1.1.1. A new hire who becomes a CalPERS member for the first time on or after January 1, 2013, and who has no prior membership in any other California Public retirement system, or who is not reciprocal with another California public retirement system.

24.1.1.1.2. A new hire who is brought into the CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system.

24.1.1.1.3. An established member prior to January 1, 2013, who is hired by a different CalPERS employer after January 1, 2013, after a break in service greater than six months.

24.1.1.2. **"CLASSIC" MEMBERS ARE:** "CLASSIC" members are those Safety **EMPLOYEES** with an initial hire date prior to January 1, 2013, who do not fit into the "NEW" member categories.

24.1.2. **RETIREMENT FOR CLASSIC SAFETY EMPLOYEES SHALL BE AS FOLLOWS:**

24.1.2.1. The **DISTRICT** shall contract with the Public Employees' Retirement System (PERS) to provide, in addition to minimum benefits, retirement benefits described in California Government Code, Section 21363.1, known commonly as 3% at 55. The contract shall also include the following:

24.1.2.1.1. Fourth level of 1959 Survivor Benefits (Section 21574).

24.1.2.1.2. Two years additional service credit (Section 20903).

24.1.2.1.3. Credit for unused Sick Leave (Section 20965).

24.1.2.1.4. Post-retirement survivor Allowance (Sections 21624, 21626 and 21628).

24.1.2.1.5. One-year final compensation (Section 20042).

24.1.2.1.6. Military Service Credit as Public Service (Section 21024).

24.1.3. **RETIREMENT FOR NEW SAFETY EMPLOYEES SHALL BE AS FOLLOWS:**

24.1.3.1. The **DISTRICT** shall contract with the Public Employees' Retirement System (PERS) to provide, in addition to minimum benefits, retirement benefits described in California Government Code, Section 7522.25, known commonly as 2.7% at 57. Final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding

the effective date of his or her retirement. The contract shall also include the following:

- 24.1.3.1.1. Fourth level of 1959 Survivor Benefits (Section 21574).
- 24.1.3.1.2. Two years additional service credit (Section 20903).
- 24.1.3.1.3. Credit for unused Sick Leave (Section 20965).
- 24.1.3.1.4. Post-retirement survivor Allowance (Sections 21624, 21626 and 21628).
- 24.1.3.1.5. Military Service Credit as Public Service (Section 21024).

## SECTION 2:

### **24.2.1. EMPLOYER PAID MEMBER CONTRIBUTION:**

- 24.2.1.1. **CLASSIC MEMBERS:** Effective July 1, 2015 the DISTRICT will cease paying any portion of the EMPLOYEE share of PERS contributions (EMPLOYEE will pay the full 9%). In exchange, DISTRICT will provide a five (5) percent increase in salary for all EMPLOYEES covered by this agreement.
- 24.2.1.2. **NEW MEMBERS:** For **NEW EMPLOYEES** hired after approval of this MOU by the **DISTRICT** Board who are **NEW EMPLOYEES** to the DISTRICT, they shall pay the higher of nine percent (9%) or one-half the total normal cost [up to a maximum of twelve percent (12%)] as determined by CalPERS, as their **EMPLOYEE** retirement contribution.

## SECTION 3:

- 24.3.1. **PENSION REFORM ACT – EFFECTIVE JANUARY 1, 2013:** The parties agree that the provisions of AB 340 (The California Pension Reform Act of 2013) will go into effect on January 1, 2013 and all parties intend the language of the MOU to be consistent with legislative and CalPERS retirement rules and any language inconsistent with that Act is void. If there is any other clean up or other retirement legislation, which goes into effect during this MOU, and if there are provisions of that legislation which automatically goes into effect, it shall do so without impairing the parties' MOU. Either party may request to negotiate over the impact of such subsequent legislation.

## SECTION 4:

- 24.4.1. The **DISTRICT** agrees to support the development and implementation of a Retirement Medical Benefit Trust (RMBT) to provide post-retirement medical benefits to **DISTRICT** retirees. The **DISTRICT'S** financial support of the RMBT will be limited to payment of the legal and administrative fees required to establish the RMBT and the payment of the monthly administrative charges for the plan. Such plan shall be established and operated within the legal parameters established by the US Internal

Revenue Service. The **DISTRICT** Fire Chief/CEO, although not a voting member of the Board of Directors for the Trust, shall be included in all formal and informal communications concerning Trust business, shall receive notice and agendas of Board meetings, and shall be entitled to attend and observe all meetings of the Board.

24.4.2. **EMPLOYEES** shall be required to participate in the RMBT, as provided in IRS regulations and are responsible for the contribution of all funds to fund the plan benefits. Such funds must be provided in accordance with laws and IRS regulations. For those funds that are provided by payroll deduction or as a contribution from the **EMPLOYEE'S** accrued leave balance (as described in §§ 7C and 7D), the **DISTRICT** agrees to provide the necessary administrative services to process the deductions and forward deposits to the RMBT.

24.4.3. The Trust is an independent entity, formed and administered by the labor organizations participating in the Trust, over which the **DISTRICT** exercises no control. Benefits paid by the Trust are not a component of the **MOU** and are not negotiable. The **DISTRICT** makes no commitments concerning the Trust or future benefits, other than the specific commitments described herein.

#### **ARTICLE 25. LAYOFF PROCEDURES:**

25.1. Layoffs or reduction of safety members shall occur in reverse order of seniority by date of original hire. If layoff results in a reduction of rank for any **EMPLOYEE** through "Bumping," the appropriate reduction in pay shall occur sixty (60) days after reduction in rank.

#### **ARTICLE 26. CERTIFICATION IN CLASS:**

26.1. Any **EMPLOYEE** who is currently in a classification that did not require certification as a condition of employment or requirement for promotion, and becomes certified by the State Board of Fire Services in that classification, shall be entitled to a one-time cash payment of \$250.00 for that certification and an additional cash payment of \$250.00 for each additional certification. Firefighter II is the only certification currently eligible for this payment.

26.2. If any new Fire Certifications are adopted by the State during this **MOU**, no payment will be made for that new certification unless agreed to by both parties.

#### **ARTICLE 27. TUITION REIMBURSEMENT:**

27.1. The **DISTRICT** shall provide tuition reimbursement for both professional development (courses required for promotion and/or continuing education) and for formal education (college courses leading to a degree from an accredited institution) as described herein. In order to qualify for reimbursement,

**EMPLOYEE** must submit an annual Education Plan as described in Policy and the plan must be approved.

- 27.2. For professional education (other than college courses leading to a degree), the **DISTRICT** will provide reimbursement as follows. In order to qualify, the **EMPLOYEE** must submit an annual education plan for approval, as required by Policy and satisfactorily complete the educational program, as evidenced by submission of course certificate or other proof of completion.
- 27.2.1. For courses listed as a requirement for promotion to the next rank, up to \$600 per year.
  - 27.2.2. For courses or seminars not required for promotion, but determined to be of professional value for the **EMPLOYEE** in their current rank, up to \$400 per year.
  - 27.2.3. Reimbursement described in 27.2.2 may also be used for the purpose described in 27.2.1.
- 27.3. For formal education (courses taken at an accredited college or university leading to a college degree), the **DISTRICT** will provide reimbursement as follows. In order to qualify, the **EMPLOYEE** must submit an annual education plan for approval, as required by policy, the proposed college/university must be regionally accredited, and **EMPLOYEE** must receive a “C” grade or better.
- 27.2.1. For individuals at the Firefighter rank, the **DISTRICT** will reimburse for up to three (3) classes per fiscal year.
  - 27.2.2. For individuals at the rank of Engineer or Captain, the **DISTRICT** will reimburse for up to four (4) classes per year.
  - 27.2.3. For lower division courses, the **DISTRICT** will provide annual reimbursement up to the tuition charged by Palomar Community College. **EMPLOYEE** may attend the college of their choice, but reimbursement will be capped at the Palomar Community College rate.
  - 27.3.4. For upper division courses, the **DISTRICT** will provide annual reimbursement up to the tuition charged by Waldorf College (or other benchmark college mutually agreed by both parties). **EMPLOYEE** may attend the college of their choice, but reimbursement will be capped at the Waldorf College rate.
  - 27.3.5. For graduate-level courses, the **DISTRICT** will provide annual reimbursement up to \$5,000.

## **ARTICLE 28.           GRIEVANCE PROCEDURE:**

- 28.1. The **DISTRICT** agrees to grant official representatives of the **ASSOCIATION** the access and right to discuss any grievance arising under the terms of this Agreement with an **EMPLOYEE** during working hours, provided such discussions occur at reasonable times and do not interfere with emergencies or training sessions. It is agreed that the **ASSOCIATION** representative shall be permitted to conduct a reasonable amount of **ASSOCIATION** business

regarding grievances during working hours at reasonable intervals without loss of pay.

#### SECTION 1:

28.1.1. A "grievance" shall be defined as a controversy between the **DISTRICT** and the **ASSOCIATION** or an **EMPLOYEE**, or **EMPLOYEES**, covered by this **MOU** regarding (a) Any matter relating to working conditions not specifically covered by the **MOU**; (b) Any matter involving the interpretation of any provisions of this **MOU**; or (c) Any matter involving the violation of any provision or intent of this **MOU**.

#### SECTION 2:

28.2.1. There shall be an earnest effort on the part of all parties to settle grievances promptly through the steps listed below:

##### STEP ONE:

28.2.1.1. An **EMPLOYEE'S** grievance must be submitted to his first line supervisor, or **DISTRICT** representative immediately in charge of the aggrieved **EMPLOYEE**, within ten (10) calendar days after the event giving rise to the grievance. The supervisor or **DISTRICT** representative shall give his/her answer to the **EMPLOYEE** by the end of the third (3rd) calendar day following the presentation of the grievance. The giving of such answer shall terminate Step One.

##### STEP TWO:

28.2.2.1. If the grievance is not settled in Step One, the grievance will be reduced in writing by the **EMPLOYEE**, fully stating the facts surrounding the grievance and detailing the specific provision of this **MOU** alleged to have been violated, signed and dated by the **EMPLOYEE** and presented to the Fire Chief/CEO or **DISTRICT** designee within five (5) calendar days after termination of Step One.

28.2.2.2. A meeting with the **EMPLOYEE**, **ASSOCIATION** and Fire Chief/CEO, or the **DISTRICT** designee, will be arranged at mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within five (5) calendar days from the date the grievance is received by the Fire Chief/CEO or the **DISTRICT** designee. The Fire Chief/CEO or the **DISTRICT** designee shall provide a written reply by the end of the fifth (5th) calendar day following the date of the meeting. The giving of such reply shall terminate Step Two.

##### STEP THREE:



28.2.3.1. If the grievance is not settled in Step Two, the **ASSOCIATION** representative and Board of Directors shall, within five (5) calendar days after the termination of Step Two, arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) calendar days from the date the grievance is referred to Step Three. The Board of Directors shall render a decision within three (3) calendar days from the date of such meeting.

SECTION 3:

28.3.1. An **ASSOCIATION** representative may assist an aggrieved **EMPLOYEE** in each step of the grievance.

SECTION 4:

28.4.1. Time limits as set forth may be extended by mutual agreement between parties.

SECTION 5:

28.5.1. Hearings under this procedure shall only be conducted by officers senior in rank to the aggrieved party.

**ARTICLE 29.        ARBITRATION:**

SECTION 1:

29.1.1. Grievances which are not settled pursuant to the grievance procedure herein and which either party desires to contest further, shall be submitted to arbitration as provided in this Article.

SECTION 2:

29.2.1. As soon as possible and in any event not later than ten (10) calendar days after either party receives written notice from the other of the desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said then (10) days, an arbitrator shall be selected from the list of seven (7) arbitrators submitted by the California State Mediation and Conciliation Service by alternately striking off names until one (1) name remains. Lot shall determine the party who strikes the first name from the panel.

SECTION 3:

29.3.1. Either the **DISTRICT** or the **ASSOCIATION** may call any **EMPLOYEE** as a witness, and the employer agrees to release said witness from work if he/she is on duty. If an **EMPLOYEE** witness is called by the **DISTRICT**, the **DISTRICT** will reimburse him for time spent; if called by the **ASSOCIATION**,

the **DISTRICT** shall not pay the expenses; the **ASSOCIATION** may pay the expenses.

SECTION 4:

29.4.1. The arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of the opposing party.

SECTION 5:

29.5.1. The decision of the arbitrator, within the limits herein prescribed, shall be final and binding upon the parties to the dispute, subject to override by two-thirds (2/3) vote of the **DISTRICT'S** Board of Directors.

SECTION 6:

29.6.1. The arbitrator may hear and determine only one (1) grievance at a time without the express agreement of the **DISTRICT** and the **ASSOCIATION**.

SECTION 7:

29.7.1. The parties shall share equally the expense of the cost of arbitration with the exception of counsel's fee.

**ARTICLE 30.        DISCIPLINE:**

30.1. An **EMPLOYEE** may only be disciplined or discharged for Just Cause.

**ARTICLE 31.        STEP INCREASES:**

SECTION 1:

31.1.1. The pay schedule shall be modified to reflect the minimum time in grade for consideration for step increases as follows:

31.1.1.1. For Firefighter and Firefighter/Paramedic: one (1) year for Step "A" and one (1) year for each of the other Steps.

31.1.1.2. For Engineers, Engineer/Paramedics, Captains and Captain/Paramedics: one (1) year for the Probationary Step and then the **EMPLOYEE** shall move to the Regular Step as set out below.

SECTION 2:

31.2.1. All **EMPLOYEEES** shall be given performance reviews as outlined in **DISTRICT** policy "Employee Development Review." The purpose of such review shall be to increase communication between Supervisor and

subordinate regarding subordinate's performance, thereby increasing the subordinate's understanding of the Supervisor's expectations and thereby increasing the **EMPLOYEE'S** productivity.

SECTION 3:

- 31.3.1. All increases shall be based on overall satisfactory or better performance in the particular classification assigned. Such increases will be available until such time as **EMPLOYEE** attains the step below Certification/Acting Step.

SECTION 4:

- 31.4.1. If an **EMPLOYEE** does not attain his or her step increase at the time of eligibility (upon the anniversary date), the **EMPLOYEE** shall be reviewed within ninety (90) days, so that he/she may receive an increase prior to his or her next anniversary date, based upon the determination of the Chief that the **EMPLOYEE** has attained an overall satisfactory performance level.

SECTION 5:

- 31.5.1. An **EMPLOYEE** who exhibits a consistent pattern of less than satisfactory overall performance may incur a step reduction. Prior to any reduction, an **EMPLOYEE** shall be given an advance written notice that provides the **EMPLOYEE** with a period of ninety (90) days to attain an overall satisfactory level of performance. This notice shall specifically identify the deficient performance and a specific plan developed by the Supervisor and the **EMPLOYEE** to improve said deficiency.

SECTION 6:

- 31.6.1. All **EMPLOYEES** shall be given an annual performance evaluation.

SECTION 7:

- 31.7.1. Each new **EMPLOYEE** shall serve a one-year probation period at the onset of his/her employment with the **DISTRICT**.

**ARTICLE 32.        EMT CERTIFICATION PAY:**

- 32.1. All EMT related training shall be done on duty whenever possible and overtime is to be paid for all off duty training. All costs and fees to be paid by the **DISTRICT**, except that the fees will only be reimbursed if the **EMPLOYEE** passes said test.

**ARTICLE 33.        WORK SCHEDULE:**

SECTION 1.        APPLICABILITY:

33.1.1. The hours of work and work schedule of the **DISTRICT** as applicable to this **ASSOCIATION** are set forth below.

SECTION 2.            FIRE SUPPRESSION WORK SCHEDULE:

33.2.1. EMPLOYEES assigned to shift work shall work a schedule consisting of 48 consecutive hours on duty followed by ninety-six (96) consecutive hours off duty (48/96). The following restrictions on consecutive hours of work will be in place:

- 33.2.1.1. The District may not require an individual to work more than seventy-two (72) consecutive hours without at least a 24-hour period of time off, except due to extraordinary operational circumstances and when specifically authorized by the Fire Chief/CEO or designee.
- 33.2.1.2. An individual may voluntarily choose to work up to a maximum of ninety-six (96) consecutive hours of work, (including shift trades) at which time a minimum of 24-hours of time off must be taken, except under extraordinary operational circumstances and when specifically authorized by the Fire Chief/CEO or designee.
- 33.2.1.3. The limits identified in Sections 33.2.1.1. and 33.2.1.2. shall not apply to individuals deployed on through the Mutual Aid System to major events, in which case the Mutual Aid System work schedule shall take precedence. Any Mutual Aid System deployment that requires an **EMPLOYEE** to work seventy-two (72) hours without a dedicated rest period, must be followed by 24-hours off before returning to work, unless the deployment ended with a 24-hour rest period.
- 33.2.1.4. The 48/96 work schedule is not to be used to create an alternate work schedule by manipulation of leave, shift trades, etc. An alternate work schedule is a regularly, recurring pattern of work that is different than the work schedule defined herein.
- 33.2.1.5. **EMPLOYEES** assigned to the forty (40) hour work schedule will not be eligible to participate in the 48/96 Schedule.
- 33.2.1.6. If either party wishes to change the work schedule, written notice must be provided and any such change will be discussed in a meet and confer process.

SECTION 3.            WORK PERIOD:

33.3.1 The 48/96 shift schedule is a three platoon system in which each **EMPLOYEE** will work two consecutive twenty-four (24) hour shifts for a total of forty-eight (48) hours. Thereafter, there will be a total of ninety-six (96) consecutive hours off duty. A typical work schedule would reflect as follows:

- 33.3.1.1. X= work day
- 33.3.1.2. O= day off
- 33.3.1.3. XXOOOOXXOOOO (repeats).

33.3.2 A “shift” will consist of a twenty-four (24) hour period.

- 33.3.2.1. Department members may not be forced to work more than seventy-two (72) consecutive hours (3 shifts) without at least 24-hours off duty and may not voluntarily work more than ninety-six (96) consecutive hours (4 shifts), including shift trades, except as described in 33.2.1.1., 33.2.1.2. and 33.2.1.3. above.
- 33.3.2.2. Each **EMPLOYEE** will schedule his/her callback shifts and trades so that there is compliance with this policy. Exceptions to the limitations on consecutive hours of work may only be authorized by the Fire Chief/CEO (or designee) except for Mutual Aid System deployments, which may be authorized under current systems.
- 33.3.2.3. Regardless of the number of hours worked, it is the **EMPLOYEE’S** responsibility to maintain adequate alertness, skill level and rest to remain fit for duty. It is the Company Officer’s responsibility to assure the operational readiness of all crew personnel and take the necessary steps, in coordination with the Duty Chief to maintain operational capabilities. It is the Duty Chief/Battalion Chief’s responsibility to assure the operational readiness of all companies on duty and take the necessary steps, in coordination with the Operations Division Chief to maintain District-wide operational readiness. The District’s Health and Safety Committee shall monitor personnel and operational performance, using existing means and methods, to monitor for any evidence that fatigue is a factor in any matters that come before the Committee. Such instances shall be immediately reported to the Fire Chief/CEO through the chain of command, along with any pertinent recommendations concerning policies, practices or procedures.

33.3.3 Overtime will be in accordance with provisions in this MOU.

33.3.4 Holiday Hours - Christmas: In the event that an **EMPLOYEE** is scheduled to work both December 24<sup>th</sup> and December 25<sup>th</sup> in the same year, the **EMPLOYEE** originally assigned to work on December 23<sup>rd</sup> will be reassigned to work December 24<sup>th</sup>. The **EMPLOYEE** originally schedule to work December 24<sup>th</sup>, will be reassigned to work on December 23<sup>rd</sup>.

#### SECTION 4. FAIR LABOR STANDARDS ACT:

33.4.1 The FLSA work period shall be a twenty-four (24) day period. The maximum hours of work for a twenty-four (24) day period is 182.

- 33.4.1.1. The hours of work for shift duty members shall be fifty-six (56) hours per week. Hours of work for shift duty members shall remain the same as for the 24/48 schedule.

**ARTICLE 34.            LEAVE OF ABSENCE:**

34.1. With the exception of a leave of absence under the Family Medical Leave Act, California Family Rights Act, and/or Pregnancy Disability Leave, any **EMPLOYEE** may apply for special leave of absence without pay for a period not exceeding one year. The Board of Directors may grant such leave at its discretion. An **EMPLOYEE** requests special leave without pay, shall submit a request on prescribed forms with a transmittal letter, stating the reasons for the request. The Board of Directors, upon approval, shall determine whether the **EMPLOYEE** shall be entitled to the same position upon return from such leave or whether the **EMPLOYEE'S** name shall be placed on the eligible list. The decision of Board of Directors shall be final and non-grievable. No **EMPLOYEE** shall accrue any benefits while on leave without pay nor shall he/she be entitled to receive employer paid medical or other fringe benefits during such period. A leave of absence shall not be utilized as a safety net to seek other employment or accept a position with another employer.

**ARTICLE 35.            STAFFING:**

35.1. It is the intent of the **DISTRICT** to adopt a "Constant Staffing" model for day-to-day staffing needs of the **DISTRICT** subject to the limitations imposed upon the **DISTRICT** by revenue shortfalls.

**ARTICLE 36:            CALL BACK:**

SECTION 1:

36.1.1. **DISTRICT** shall call back personnel by proceeding in order down the list of names in the "Will Call" book on a rank for rank basis.

SECTION 2:

36.2.1. If the **DISTRICT** is unable to fill the vacant position for which it is calling back personnel in the manner described above, the **DISTRICT** may assign qualified acting personnel on duty subject to the limitations in Section 3 below, and will call back from the "Will Call" book to fill the position vacated by the acting personnel.

SECTION 3:

36.3.1. The number of acting position shall not exceed 50% of that classification on duty. The number of acting positions shall not exceed one (1) in any station.

SECTION 4:

36.4.1. The **DISTRICT** is only required to call back personnel if daily staffing falls below minimum staffing as set forth in the **DISTRICT'S** Staffing Policy.

**ARTICLE 37:        SAVINGS CLAUSE:**

37.1. If any section, subsection, subdivision, sentence, clause or phrase of this **MOU** is for any reason, held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of this **MOU**. The parties agree to meet and confer within thirty (30) days to rewrite said section(s).

**ARTICLE 38.        PERSONNEL FILES:**

38.1. **EMPLOYEES** may review their own personnel and/or administrative file with the exception of pre-employment background examination results and psychological test results, provided reasonable notice by written request is made to the **DISTRICT**, or the Fire Department, whichever applies.

38.2. The **EMPLOYEE** shall make an appointment to review his/her personnel or administrative files at least one working day in advance and the **DISTRICT** shall honor his/her request under normal conditions.

38.3. Material derogatory to an **EMPLOYEE'S** conduct, service, character or personality, shall not be entered in an **EMPLOYEE'S** personnel or administrative file, unless and until, the **EMPLOYEE** is notified and given the opportunity to review and comment thereon. The **EMPLOYEE** shall acknowledge that he/she has read such material by signing and dating the original record, with the understanding that his/her signature signifies only that the material has been read; and does not necessarily indicate agreement with its contents. All disciplinary material that is over three (3) years old shall be purged from the **EMPLOYEE'S** file.

**ARTICLE 39.        MILEAGE:**

39.1. **DISTRICT** will provide transportation to **EMPLOYEES** as required for the performance of their duties (e.g. court on job-related matters). When such transportation is not available, **EMPLOYEES** may use their private vehicles for transportation (upon direction and/or approval of the Fire Chief/CEO or designee), and will be paid mileage at the current Internal Revenue Service (IRS) rate per mile, plus reasonable expenses incurred for parking.

**ARTICLE 40.        PHYSICAL TRAINING:**

40.1. The **DISTRICT** shall allow **EMPLOYEES** up to one and one half (1½) hours each day for exercise including travel time and clean up.

40.2. Shall be in accordance with the **DISTRICT** Wellness program.

**ARTICLE 41.        LIMITED DUTY:**

The **DISTRICT** shall provide limited duty, when requested for **EMPLOYEES** who have physical limitations due to pregnancy, injuries or illnesses subject to the following conditions:

SECTION 1:

41.1.1. The availability of limited duty and the ability of the **EMPLOYEE** to perform the limited duty shall be determined by the Fire Chief/CEO or his designee. Assignment shall be subject to the medical approval by the **EMPLOYEE'S** physician and medical release from the **DISTRICT'S** physician. Denial of such a request is final and non-grievable.

SECTION 2:

41.2.1. An **EMPLOYEE** who is on limited duty shall immediately notify the department when the **EMPLOYEE** is available for normal duty and shall give the department a physician's statement indicating that the **EMPLOYEE** may return to normal duty.

41.2.2. Nothing in the Article is intended to limit or restrict any rights the **DISTRICT** or **EMPLOYEE** may have under California Workers' Compensation Law.

**ARTICLE 42.        USE OF BULLETIN BOARDS:**

42.1 The **ASSOCIATION** may use a portion of **DISTRICT** bulletin boards under the following conditions:

SECTION 1:

42.1.1. All materials must receive approval of the Fire Chief/CEO. The Chief shall not unreasonably deny said request.

SECTION 2:

42.2.1. All materials must be dated and identify the **ASSOCIATION**.

SECTION 3:

42.3.1. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after publication date.

SECTION 4:

42.4.1. The **DISTRICT** reserves the right to determine the location of bulletin boards at each station and the portion to be allocated to the **ASSOCIATION**.

**ARTICLE 43.        DRUG, ALCOHOL AND SMOKING POLICY:**



43.1. The **DISTRICT'S** Drug, Alcohol and Smoking Policy is applicable to all **EMPLOYEES** of the **DISTRICT**. It shall be a violation of that policy for any **EMPLOYEE** to do any of the following: (a) use illegal drugs on or off duty; (b) use alcohol on duty; (c) consume alcohol excessively off duty or any use of alcohol off duty in a manner that affects on duty performance; (d) "smoking" by **EMPLOYEES** in areas designated by the **DISTRICT** as nonsmoking areas including, but not limited to, sleeping rooms, eating rooms, television rooms and **DISTRICT** vehicles. Smoking by **EMPLOYEES** will be prohibited in all areas other than those designated for smoking.

**ARTICLE 44.        SHIFT TRADES:**

44.1. **EMPLOYEES** may continue to exchange days off with other **EMPLOYEES**.

**ARTICLE 45.        ASSOCIATION AND EMPLOYEE RIGHTS:**

SECTION 1:

45.1.1. The **DISTRICT** and **ASSOCIATION** shall comply with the provisions of the Meyers-Milias-Brown Act (MMB) or any subsequent State Law governing "Meet and Confer" rights of **EMPLOYEE** organizations. The parties further agree that during the term of the Memorandum of Understanding each party shall retain those rights respectively vested by local, state and federal law, which cannot be otherwise waived by this Agreement.

SECTION 2:

45.2.1. The **ASSOCIATION** agrees, and shall assume its responsibilities, and recognized designated representative to represent all unit **EMPLOYEES** without discrimination, interference, restraint, or coercion, and to comply with exclusive representation responsibilities.

SECTION 3:

45.3.1. The **DISTRICT** agrees to continue its present policy of deducting **ASSOCIATION** dues from all **EMPLOYEES** paychecks.

**ARTICLE 46.        DISABILITY RETIREMENT:**

46.1. If the disability retirement of an **EMPLOYEE** is contested, then, to the extent required by the law, the affected **EMPLOYEE** shall be entitled to an evidentiary hearing to determine whether such retirement shall be granted. An Administrative Law Judge appointed by the California Office of Administrative Hearings shall conduct such a hearing. The Administrative Law Judge shall make findings and recommendations to the Board of Directors, who shall have the final determination as to the disability retirement. Nothing herein shall affect the jurisdiction of the Workers' Compensation Appeals Board to determine

whether a disability is or is not industrial. An **EMPLOYEE** may waive his/her right to an evidentiary hearing.

**ARTICLE 47. WAGE PARITY:**

47.1. It is the intent of the **DISTRICT** to provide salary levels for Bargaining Unit **EMPLOYEES** that reflect the top step average annual salary, rank-for-rank, in comparative agencies, subject to the limitations imposed on the **DISTRICT** by the on-going financial condition.

47.2. For the purpose of this Article, “comparative agencies” shall be the Cities of Encinitas, Escondido, Oceanside, Poway, San Marcos, Santee and Vista; and Rancho Santa Fe Fire Protection District.

**ARTICLE 48. COMPLETE AGREEMENT:**

48.1. The parties agree that this is a complete agreement and the written provisions contained herein constitute the entire agreement between the parties. Each party agrees that it has a full and complete opportunity to meet and confer over all the issues presented, or that could have been presented, during the meeting and conferring process. Each party knowingly and intentionally waives whatever right it might have to meet and confer during the term of this Agreement. However, this does not preclude the **DISTRICT** or the **ASSOCIATION** from exercising their rights under Article 3 or Article 4 of the Agreement.

**ARTICLE 49. TERM OF AGREEMENT:**

49.1. This Agreement shall be effective as of July 1, 2018 and shall remain in full force and effect to and through September 30, 2020. It shall be automatically renewed for one additional year at a time, unless either party shall notify the other in writing that it desires to terminate or modify this Agreement **by no later than May 1<sup>st</sup> each year**. In the event such notice is timely given, the parties shall meet and confer in good faith regarding a successor agreement.

— END OF AGREEMENT —

**FOLLOWING PAGES:**

Signature Page

Exhibit A – Safety Wage Scales

Exhibit B - Example of Growth Calculation

# SAFETY MEMORANDUM OF UNDERSTANDING

## SIGNATURE PAGE

Signatures:

FALLBROOK FIREFIGHTERS  
ASSOCIATION

NORTH COUNTY FIRE PROTECTION  
DISTRICT

*Gregory Mann*

\_\_\_\_\_  
Greg Mann, FFA President

*Kenneth Munson*

\_\_\_\_\_  
Kenneth Munson, Board President

*E. Robert DeCamp II*

\_\_\_\_\_  
Rob DeCamp, FFA Representative

*Stephen J. Abbott*

\_\_\_\_\_  
Stephen J. Abbott, Fire Chief/CEO

*Edgar W Jones*

\_\_\_\_\_  
Edgar Jones, FFA Representative

*Bob James*

\_\_\_\_\_  
Bob James, District Counsel

*Ryan Lewis*

\_\_\_\_\_  
Ryan Lewis, FFA Representative

*Mike Powell*

\_\_\_\_\_  
Mike Powell, FFA Negotiator

*9/25/18*

\_\_\_\_\_  
Date

*9/25/18*

\_\_\_\_\_  
Board Approval Date

# EXHIBIT A

## SAFETY WAGE SCALES

EFFECTIVE JULY 1, 2018

### FIREFIGHTER/PARAMEDIC

|                          | 1 yr            | 1 yr            | 1 yr            |                 |                    |                 |                   |                 |
|--------------------------|-----------------|-----------------|-----------------|-----------------|--------------------|-----------------|-------------------|-----------------|
|                          | STEP A          | STEP B          | STEP C          | STEP D          | CERTIFIED ENGINEER | ACTING ENGINEER | CERTIFIED CAPTAIN | ACTING CAPTAIN  |
| HOURLY RATE              | \$25.69         | \$26.97         | \$28.32         | \$29.73         | \$30.48            | \$31.24         | \$32.02           | \$32.82         |
| OT RATE                  | \$40.17         | \$42.17         | \$44.28         | \$46.49         | \$47.66            | \$48.84         | \$50.07           | \$51.32         |
| BI-WEEKLY FLSA AMT       | \$2,876.75      | \$3,020.59      | \$3,171.62      | \$3,330.20      | \$3,413.45         | \$3,498.79      | \$3,586.26        | \$3,675.91      |
|                          | \$2,036.62      | \$2,137.77      | \$2,245.00      | \$2,356.79      | \$2,416.11         | \$2,476.19      | \$2,538.55        | \$2,601.67      |
| <b>ANNUAL</b>            | <b>\$74,795</b> | <b>\$78,535</b> | <b>\$82,462</b> | <b>\$86,585</b> | <b>\$88,749</b>    | <b>\$90,968</b> | <b>\$93,242</b>   | <b>\$95,573</b> |
| <b>ANNUAL &amp; FLSA</b> | <b>\$76,832</b> | <b>\$80,673</b> | <b>\$84,707</b> | <b>\$88,942</b> | <b>\$91,166</b>    | <b>\$93,445</b> | <b>\$95,781</b>   | <b>\$98,175</b> |

### ENGINEER

|                          | 1 yr            | 1 yr            |                 |                 |                   |                         |                    |                      |
|--------------------------|-----------------|-----------------|-----------------|-----------------|-------------------|-------------------------|--------------------|----------------------|
|                          | PROBATION       | PROBATION MEDIC | REGULAR         | REGULAR MEDIC   | CERTIFIED CAPTAIN | CERTIFIED CAPTAIN MEDIC | ACTING CAPTAIN     | ACTING CAPTAIN MEDIC |
| HOURLY RATE              | \$29.14         | \$30.75         | \$30.60         | \$32.20         | \$31.36           | \$32.97                 | \$32.15            | \$33.75              |
| OT RATE                  | \$45.56         | \$48.08         | \$47.85         | \$50.34         | \$49.04           | \$51.56                 | \$50.27            | \$52.77              |
| BI-WEEKLY FLSA AMT       | \$3,263.67      | \$3,443.67      | \$3,426.85      | \$3,606.85      | \$3,512.52        | \$3,692.52              | \$3,600.34         | \$3,780.34           |
|                          | \$2,309.64      | \$2,437.40      | \$2,426.00      | \$2,552.24      | \$2,486.07        | \$2,613.84              | \$2,548.44         | \$2,675.44           |
| <b>ANNUAL</b>            | <b>\$84,855</b> | <b>\$89,535</b> | <b>\$89,098</b> | <b>\$93,778</b> | <b>\$91,325</b>   | <b>\$96,005.60</b>      | <b>\$93,608.74</b> | <b>\$98,288.74</b>   |
| <b>ANNUAL &amp; FLSA</b> | <b>\$87,165</b> | <b>\$91,973</b> | <b>\$91,524</b> | <b>\$96,330</b> | <b>\$93,812</b>   | <b>\$98,619</b>         | <b>\$96,157</b>    | <b>\$100,964</b>     |

# EXHIBIT A

## SAFETY WAGE SCALES

EFFECTIVE JULY 1, 2018

### CAPTAIN

|                          | 1 yr       | 1 yr               |            |               |                            |                                     |                         |                               |
|--------------------------|------------|--------------------|------------|---------------|----------------------------|-------------------------------------|-------------------------|-------------------------------|
|                          | PROBATION  | PROBATION<br>MEDIC | REGULAR    | REGULAR MEDIC | CERTIFIED<br>CHIEF OFFICER | CERTIFIED<br>CHIEF OFFICER<br>MEDIC | ACTING CHIEF<br>OFFICER | ACTING CHIEF<br>OFFICER MEDIC |
| HOURLY RATE              | \$33.76    | \$35.37            | \$35.45    | \$37.06       | \$36.34                    | \$37.94                             | \$37.25                 | \$38.85                       |
| OT RATE                  | \$52.79    | \$55.31            | \$55.43    | \$57.95       | \$56.82                    | \$59.33                             | \$58.25                 | \$60.75                       |
| BI-WEEKLY<br>FLSA<br>AMT | \$3,781.48 | \$3,961.48         | \$3,970.55 | \$4,150.55    | \$4,069.81                 | \$4,249.81                          | \$4,171.56              | \$4,351.56                    |
|                          | \$2,676.20 | \$2,803.96         | \$2,810.05 | \$2,937.81    | \$2,880.77                 | \$3,007.78                          | \$2,953.02              | \$3,080.03                    |
| ANNUAL                   | \$98,318   | \$102,998          | \$103,234  | \$107,914     | \$105,815                  | \$110,495                           | \$108,460               | \$113,140                     |
| ANNUAL<br>& FLSA         | \$100,994  | \$105,802          | \$106,044  | \$110,852     | \$108,695                  | \$113,502                           | \$111,413               | \$116,220                     |

### ADMINISTRATIVE CAPTAIN

|             | 1 yr       | 1 yr               |            |               |                            |                                     |                         |                               |
|-------------|------------|--------------------|------------|---------------|----------------------------|-------------------------------------|-------------------------|-------------------------------|
|             | PROBATION  | PROBATION<br>MEDIC | REGULAR    | REGULAR MEDIC | CERTIFIED<br>CHIEF OFFICER | CERTIFIED<br>CHIEF OFFICER<br>MEDIC | ACTING CHIEF<br>OFFICER | ACTING CHIEF<br>OFFICER MEDIC |
| HOURLY RATE | \$52.20    | \$54.45            | \$54.81    | \$57.06       | \$56.18                    | \$58.43                             | \$57.58                 | \$59.83                       |
| OT RATE     | \$78.30    | \$81.68            | \$82.22    | \$85.59       | \$84.27                    | \$87.65                             | \$86.37                 | \$89.75                       |
| BI-WEEKLY   | \$4,175.74 | \$4,355.74         | \$4,384.52 | \$4,564.52    | \$4,494.14                 | \$4,674.14                          | \$4,606.49              | \$4,786.49                    |
| ANNUAL      | \$108,569  | \$113,249          | \$113,997  | \$118,677     | \$116,847                  | \$121,527                           | \$119,768               | \$124,448                     |

**EXHIBIT B**

**GROWTH CALCULATION EXAMPLE**

**EFFECTIVE JULY 1, 2018**

|   | <b>Budgeted</b>        | <b>Projected</b>      |
|---|------------------------|-----------------------|
|   | Current Year           | Next Year             |
| <b>Property Tax Revenue</b>                   | <b>\$ 1,000,000.00</b> | <b>\$1,100,000.00</b> |
| <b>Projected Growth \$</b>                    | <b>\$ 100,000.00</b>   |                       |
| PERS  | \$ 2,500.00            |                       |
| Health Benefits 10.00%                        | \$ 4,000.00            |                       |
| CPI - 3%                                      | \$ 30,000.00           |                       |
| <b>Other Items as defined in § 5.3.2.2.4.</b> | <b>\$ 0.00</b>         |                       |
| <b>Total</b>                                  | <b>\$ 36,500.00</b>    |                       |
| <b>Available dollars</b>                      | <b>\$ 63,500.00</b>    |                       |
| <b>Equity parity (8% or above)</b>            | <b>\$ 20,000.00</b>    |                       |
| <b>50% to salary</b>                          | <b>\$ 21,750.00</b>    |                       |
| <b>10% to parity if needed</b>                | <b>\$ 4,350.00</b>     |                       |
|   | <b>\$ 26,100.00</b>    |                       |
| <b>40% To District Activities</b>             | <b>\$ 17,400.00</b>    |                       |