

**MEMORANDUM OF UNDERSTANDING**  
**2015–2018**  
**BETWEEN THE**  
**ORANGE COUNTY FIRE AUTHORITY**  
**AND**  
**ORANGE COUNTY FIRE AUTHORITY MANAGEMENT ASSOCIATION**



This is a consolidated Memorandum of Understanding that sets forth the terms of agreement reached between the Orange County Fire Authority and the Orange County Fire Authority Management Association for the period beginning June 25, 2015 through June 24, 2018. All economic provisions go into effect either on the date specifically provided for in this MOU or on the first date of the pay period following Board approval if not specifically addressed.

*[Note: The terms that were negotiated between OCFA and the OCFAMA were initially approved by the Board of Directors on June 25, 2015 for incorporation into the Personnel and Salary Resolution, pending completion of the inaugural MOU for the OCFAMA. This MOU was subsequently completed and approved by the Board of Directors on November 17, 2016.]*

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## ARTICLE I

### GENERAL PROVISIONS

#### **Section 1. Term**

The provisions of this Memorandum of Understanding ("MOU") shall commence on June 25, 2015, unless another implementation date is specified within the MOU, and shall expire on June 24, 2018.

#### **Section 2. Recognition**

The Orange County Fire Authority Board of Directors ("Board") hereby recognizes the Orange County Fire Authority Management Association (hereinafter "Association" or "OCFAMA") as the exclusive representative of the employees in the unit of managers in employee classifications listed in Appendix A to this MOU.

#### **Section 3. Severance**

In the event that any provision of this MOU is declared invalid by a court, the parties agree that all other provisions not declared invalid shall remain in full force and effect.

## ARTICLE II

### COMPENSATION

#### **Section 1. Establishment of Base Salary and Base Salary Adjustments**

- A. The base salaries for employees in the unit are set forth in the salary schedule of this MOU which is included as Appendix B of this MOU.
- B. Compensation Increases
  - 1. Effective July 10, 2015, employees shall receive a five percent (5%) base salary increase.
  - 2. Effective on January 8, 2016, employees shall receive a two percent (2%) base salary increase.
  - 3. Effective on January 6, 2017, employees shall receive a one and ninety five one hundredths percent (1.95%) base salary increase.
- C. Employees shall receive compensation on a salary basis at a biweekly rate within the range and step assigned to the class in which they are employed.
- D. The Fire Chief may, in those instances where he/she determines that it is in the best interest of the Authority, approve additional individual salary increases, provided that the amount, when added to any other increase, shall not exceed fifteen percent (15%); however, no such increase shall cause an employee's salary to exceed the maximum of the applicable salary range.
- E. If any employee is required to work an unusually large number of hours as a result of natural disasters and/or officially declared emergencies, such as floods, fires, storm conditions, high tides, etc., or due to extraordinary circumstances such as special projects, excessive call backs, etc., the Fire Chief any Assistant Chief or Department Head may authorize additional compensation for such an employee or group of employees whom the Fire Chief, any Assistant Chief or Department Head determines should receive additional compensation. The rate of such compensation shall be equal to one-eightieth (1/80) of the employee's regular biweekly pay rate for the hours in excess of eighty (80) hours in a pay period. The Fire Chief, any Assistant Chief or Director may also authorize Management Administrative Leave (MAL) for members of the OCFAMA bargaining unit in lieu of compensation provided within this paragraph. MAL will not have cash value and cannot be cashed out (as permitted per agreement by Labor Code Section 227.3) at any time including at the end of employment. MAL can be used just like vacation by making a request to use it with each employee's supervisor.
- F. No employee's base salary shall exceed the maximum of the salary range, except pursuant to the Y-Rate provisions in Article II, Section 5 of this MOU.

- G. No employee's salary shall be less than the minimum rate in the range assigned to the class in which he/she is employed.

**Section 2. Establishment of Base Salary for New Employees**

- A. The Human Resources Director may authorize the appointment of employees at any rate up to the middle of the salary range. Such appointment may be made only when, at the discretion of the Human Resources Director, there is a direct and measurable benefit to the Authority for such appointment.
- B. The Fire Chief may authorize the appointment of employees at any rate within the salary range. Such appointment may be made only when, at the discretion of the Fire Chief, there is a direct and measurable benefit to the Authority for such appointment.

**Section 3. Base Salary on Promotion**

- A. Except as provided by Sections B and C of this Section, an employee promoted to a position in a class with a higher salary range shall receive the higher of the following rates:
  - 1. The recruiting rate for the higher class; or
  - 2. A five and one half percent (5.5%) increase over the salary received prior to promotion.
- B. Any employee who is promoted to a class from which the employee was previously reduced without a salary decrease shall be placed at a salary rate no higher than the rate that the employee would have achieved if the employee had remained in the class to which he/she is promoted and had demonstrated at least standard performance.
- C. Notwithstanding paragraph A of this Section, an employee who is promoted may receive a salary increase of up to fifteen percent (15%) if authorized by the Fire Chief upon recommendation of the Human Resources Director.

**Section 4. Base Salary on Reassignment**

- A. When an employee is reassigned from one class to another class with the same recruiting rate, the employee's salary shall not change.
- B. When an employee is reassigned from one class to another class with the same salary range, but a higher recruiting rate, the employee's salary shall be advanced the percentage difference between recruiting rates.
- C. When an employee is reassigned from one class to another class with the same salary range, but a lower recruiting rate, the employee's salary shall not change.
  - 1. When a probationary employee is reassigned from one class to another class with the same salary range, but a lower recruiting rate, the employee shall have the rate

status and probation status that the employee would have achieved if the employee had been in the new class throughout the period of his/her service in the initial class.

- D. When an employee is involved in a series of reassignments among classes with different recruiting rates, the employee's salary shall be determined by the Human Resources Director.
- E. If a class is reassigned to a higher salary range, the Board, or where appropriate, the Fire Chief, shall determine the salary adjustment, if any, each employee in the class shall receive. Such adjustment shall not exceed a fifteen percent (15%) increase, provided that the employee's salary shall not fall below first step of the new salary range. In no case shall the employee's salary fall below his/her salary received before the reassignment of the class to the higher salary range.

#### **Section 5. Base Salary on Reclassification**

The base salary of an employee whose position is reclassified shall be determined as follows:

- A. If the position is reclassified to a class with the same salary range, the base salary of the employee shall remain the same as in the former class.
- B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be increased to the higher range or at the discretion of the Human Resources Director, the salary of the employee shall not be changed.
- C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be "Y-rated" and thus maintained and not increased until the employee's base salary in the reclassified into position exceeds the employee's previous compensation. "Y-rate" shall mean a pay outside of the assigned salary range of a class.

#### **Section 6. Base Salary on Reemployment**

- A. A person who is reemployed in the bargaining unit who was a non-probationary employee when he/she left employment at the Authority may, upon approval of the Human Resources Director, be appointed at a rate higher than the recruiting rate, but no higher than the rate the person occupied at the time of separation.
- B. A retiree of the Authority may be reemployed for the maximum allowable time under the law and may be appointed to the position at any rate on the salary range.

#### **Section 7. Working Out of Class**

Notwithstanding anything in this MOU to the contrary, when in the judgment of the Authority it becomes necessary or desirable to utilize the services of employees in capacities other than those for which they are regularly employed, the Authority may authorize and, if appropriate, fix an additional rate of compensation for such employees.

**Section 8. Annual Merit Review Program**

A. The Annual Merit Review Program establishes the award of performance salary increases to eligible employees. The Annual Merit Review Program shall be administered as follows:

1. The annual performance rating period shall be August 1 through July 31.
2. Employees may be rated "Substandard," "Standard," or "Above Standard."
3. Performance salary increases shall be awarded as follows:

<b>Rating</b>	<b>Performance Salary Increase</b>
Substandard	None
Standard	2.75% increase not to exceed the top of the salary range
Above Standard	5.5% increase not to exceed the top of the salary range

4. Performance salary increases shall be effective on the first day of the first pay period that includes September 1, regardless of the date the reviews are completed. The following dates reflect the effective pay period as described in this provision:

<b>Performance Salary Increase Effective Date</b>	<b>Pay Period #</b>
August 21, 2015	19
August 19, 2016	18
September 1, 2017	19

5. Performance salary increases within a range shall not be automatic. They shall be based upon job performance and granted only upon the affirmative recommendation of the employee's supervisor with the approval of the next level supervisor.

B. Eligibility for Annual Merit Review Program

1. Except as provided in B.2 below, all employees are eligible to receive performance salary increases through the Annual Merit Review Program.
2. An employee hired or promoted into a classification in this unit on or after March 1 shall not be eligible to receive a performance salary increase during his/her first performance rating year period of employment or promotion. Such employees shall be eligible for performance salary increases the next subsequent performance rating year period.
3. Part-time employees shall be eligible for performance salary increases upon



completion of two thousand eighty (2080) hours of employment. Performance salary increases shall be effective the first day of the pay period following the completion of said period.

**Section 9. Bilingual Pay**

- A. Employees who are eligible for bilingual pay as set forth below, shall receive an additional thirty (30) cents per hour (approximately fifty-two dollars (\$52) per month) for all hours actually paid.
1. An employee must be conversant in one (1) of the pre-designated languages to qualify to receive bilingual pay:
    - Spanish
    - Vietnamese
    - Korean
    - American Sign Language
  2. Other languages may qualify on a case-by-case basis.
  3. The employees must be approved by the Human Resources Director per AM SOP 103.02.
- B. An employee shall not be eligible to receive more than one (1) type of bilingual pay concurrently.
- C. Bilingual pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earnings of other benefits as provided by law.
- D. A bilingual employee may be called upon to speak or translate a second language at any time, as Authority needs dictate.
- E. An employee in a bilingual assignment may request assignment to a position that does not require bilingual certification. The request shall be made in writing to the Fire Chief who shall consider it according to:
1. Authority need,
  2. Availability of a qualified replacement; and
  3. Availability of another suitable assignment for the requesting employees.

**Section 10. Deferred Compensation**

An employee may, at his/her request, participate in the Authority's Deferred Compensation Plan. This plan is 100% employee funded.

## **Section 11. Work Schedules**

- A. Employees may be assigned to one of the following standard work schedules:
1. 9/80 – that consists of eight (8), 9-hour (nine hour) workdays and one (1) 8-hour (eight hour) hour workday in the two-week pay period. The work schedule shall include two consecutive calendar days off in the workweek during which the employee works the eight hour alternating regular day off and three consecutive calendar days off in the workweek during which the employee's alternating regular day off is an off day. For this work schedule, each employee's FLSA work week shall end exactly four hours after the start time of the employee's Friday shift.
  2. 5/40 – that consists of five (5) 8-hour (eight-hour) workdays in a workweek. Each workweek shall contain two (2) consecutive calendar days off work. The employee's FLSA workweek shall begin at 12:00 a.m. on Sunday and shall end the following Saturday at 11:59 p.m.
  3. 4/10 – that consists of four (4) 10-hour (ten-hour) workdays in a workweek. Each workweek shall contain three (3) consecutive calendar days off work. The employee's FLSA workweek shall begin at 12:00 a.m. on Sunday and shall end the following Saturday at 11:59 p.m.
- B. The Authority reserves the right to implement other alternate work schedules in emergencies or to authorize alternate work schedules requested by OCFAMA, if the needs of the operation would be better served. The Authority shall discuss with the OCFAMA any proposed changes in work hours or existing work schedules before such changes are put into effect. Whenever practicable, the Authority shall provide written notification of such proposed changes to the OCFAMA at least fourteen (14) calendar days before such changes are put into effect.
- C. As employees who are exempt from overtime, employees in this unit may be provided with the ability to flex their work hours within a workweek. For example, an employee may work 12 hours in one day and may be permitted to work fewer hours in another day during the workweek.

## **ARTICLE III**

### **BENEFITS**

#### **Section 1. Retirement**

##### **A. Eligibility**

Eligible employees in the Unit are included in the Orange County Employees Retirement System (OCERS) as determined by their date of entry into eligible service.

##### **B. Employer's Contribution**

For employees hired before January 1, 2013 and for employees hired on or after January 1, 2013 who are considered "Legacy Members" of OCERS within the meaning of the Public Employees' Pension Reform Act of 2013 (PEPRA), the Authority will pay the amount of the employee's share of retirement contribution that is not paid by the employee per Section F of this Section pursuant to Government Code 31581.2.

##### **C. Final Compensation for Legacy Members of OCERS**

"Final Compensation" for Legacy Members of OCERS, in accordance with Government Code Section 31462(a), means the average annual compensation earnable by a member during any three years elected by a member at or before the time he or she files an application for retirement, or, if he or she fails to elect, during the three years immediately preceding his or her retirement. If a member has less than three years of service, his or her final compensation shall be determined by dividing his or her total compensation by the number of months of service credited to him or her and multiplying by 12.

##### **D. Cost of Living Adjustments**

Members' normal cost-of-living contributions shall be adjusted subsequent to and in accordance with actuarial recommendations adopted by the Board of Retirement and the Authority Board.

##### **E. Retirement Formulas and Employee Contributions**

###### **1. Employees Hired Prior to December 1, 2012**

- a. Retirement Formula: These employees receive the 2.7% at age 55 formula in accordance with Government Code Section 31676.19.
- b. Employee Contribution: Effective July 10, 2015, employees shall pay up to twelve and one quarter percent (12.25%) but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than twelve and one quarter percent (12.25%).

Effective January 8, 2016, employees shall pay up to fourteen and one quarter percent (14.25%) but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than fourteen and one quarter percent (14.25%).

Effective January 6, 2017, employees shall pay up to sixteen and one half percent (16.5%) but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than sixteen and one half percent (16.5%).

At any time beyond July 1, 2017, if there are increases to the maximum employee contribution to OCERS, employees will pay their maximum employee contribution based on age of entry into OCERS.

2. Employees Hired by Authority From December 1, 2012 Through December 31, 2012 or Employees Hired On or After January 1, 2013 With Reciprocal Retirement Benefits

- a. Retirement Formula: These employees receive the 2% at age 55 formula in accordance with Government Code Section 31676.16.
- b. Employee Contribution: Effective July 10, 2015, employees shall pay up to twelve and one quarter percent (12.25%) but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than twelve and one quarter percent (12.25%).

Effective January 8, 2016, employees shall pay up to fourteen and one quarter percent (14.25%) but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than fourteen and three one percent (14.25%).

Effective January 6, 2017, employees shall pay up to sixteen and one half percent (16.5%) but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than sixteen and one half percent (16.5%).

At any time beyond July 1, 2017, if there are increases to the maximum employee contribution to OCERS, employees will pay their maximum employee contribution based on age of entry into OCERS.

3. Employees Hired by Authority On or After January 1, 2013 With No Reciprocal Benefits

- a. The retirement formula will be the 2.5% at age 67 retirement formula per Government Code Section 7522.20(a), utilizing the average three highest years of compensation per Government Code Section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement.

- b. Employee Contribution: Such employees shall pay one half the normal cost as defined by the PEPRA.
- F. Employer's Contribution: Until all of the employees in the unit are paying 100% of their member contribution as described in paragraph E above, the Authority shall continue to pay the employee's remaining retirement contribution (i.e., the amount between the employee's agreed upon amount and their total member contribution) pursuant to Government Code 31581.2 independent of the retirement formula benefit set forth herein.

## **Section 2. Insurances**

### **A. CalPERS Health Care**

1. The Authority provides health insurance benefits to employees through the California Public Employees' Retirement System (CalPERS) through the Public Employees' Medical and Hospital Care Act. (PEMHCA).
2. The Authority shall contribute towards the payment of health care premiums on behalf of each eligible active employee and each eligible retiree, an equal contribution as set forth in California Government Code 22892 of the PEMHCA. That amount is equal to the PEMHCA statutory minimum which is \$122 for 2015, \$125 for 2016, and a yet undetermined amount for years following 2016.
3. The Authority shall provide a Section 125 Cafeteria Plan for active eligible employees and pay the following amounts for employees' health care coverage and other benefits:
  - a. For 2015, employees shall receive a monthly cash allotment in the amount of one thousand five hundred and sixty nine dollars and ninety five cents (\$1,569.95). This amount shall be adjusted annually each January in the amount equal to the average percentage increase of the CalPERS Health Plans for that year. The average percentage increase shall be computed by averaging the increase in the CalPERS Health Plans in which the employees are eligible to participate, with the exclusion of the Plan with the highest premium.

These amounts are inclusive of the PEMHCA statutory minimum amount described above. The employee may elect to contribute the entire value to his/her health care premium or allocate a portion of the value to other benefits offered under the Cafeteria Plan. If the employee elects to allocate part of the value to other benefits, any unpaid balance of the employee's health care premium shall be deducted from the employee's paycheck.

### **B. Health Plan Enrollment**

1. Newly hired eligible employees must enroll for coverage in health plans within the first sixty (60) days of employment. If the employee fails to enroll within the first 60

days of employment, he/she must either wait until the next open enrollment period or 90 days after submission of a late enrollment form. Health plan coverage shall become effective the first day of the month following submission to the Authority of the Health Benefits Enrollment form.

2. Employees who are terminated due to disciplinary action or reduction in force, or who voluntarily resign from employment, may continue their health care coverage until the end of the month following the month in which the employee is terminated. However, the Authority's contribution towards the employee's health care coverage the month following termination shall be in accordance with California Government Code Section 22892.
3. An employee shall be given the opportunity to enroll in a medical plan or to change medical plans on the effective date of his/her retirement.
4. In all health plans, the Authority shall provide a minimum one (1) month period, each fiscal year, for open enrollment of employees and employees' dependents.
5. Two (2) full-time employees married to each other who elect coverage in the same health plan shall be enrolled as employee and dependent. Such employees shall have the full cost of coverage for employee and dependents paid by the Authority.
6. The Authority may re-open negotiations on the subject of the Affordable Care Act or its impacts.

#### C. Other Insurance Coverage

1. The Authority shall provide the following to all full-time employees:
  - a. Short-term disability insurance coverage, at no cost to the employee, after sick leave is exhausted, sixty (60) percent of salary per month for up to one (1) year for certified non-occupational injury or illness in accordance with the plan benefits schedule. Coverage shall also provide for continuation of the Authority's share of premiums for health, dental, and life insurance benefits while the employee is on Official Leave for Non-occupational Disability for up to one (1) year from the effective date of disability.
  - b. Long-term disability insurance coverage, at no cost to the employee, to provide up to sixty (60) percent of salary per month in accordance with the plan benefits schedule.
  - c. Life insurance and accidental death and dismemberment insurance, at no cost to the employee, shall be provided at amounts based upon the employee's annual base salary, rounded to the next closest ten thousand (10,000) dollars and adjusted annually on each January 1, if required. Employees shall have the option to purchase additional life and accidental death and dismemberment coverage, including dependent coverage.
  - d. Dental and orthodontia insurance coverage, at no cost to the employee, for the

employee and dependents. Part-time employees shall have the option of purchasing dental insurance for the employee and his/her dependents by paying one-half (½) the monthly rate paid by the Authority for full-time employees, provided the employee's normal workweek consists of at least twenty (20) hours.

- e. Vision care insurance coverage, at no cost to the employee, for the employee and dependents.

#### D. Premium Only Plan

- 1. The Authority shall administer a Premium Only Plan (POP) that shall allow an employee to pay for health insurance premiums as permitted in the Internal Revenue Code. Under the POP, an employee's gross taxable salary shall be reduced by the amount of his/her share of the premium costs of Authority-provided health insurance coverage.

#### E. Retiree Medical Insurance Grant ("Defined Benefit Plan")

##### 1. Retiree Medical Insurance Grant

- a. The Authority shall administer a Retiree Medical Insurance Grant plan, which will also be referred to herein as a "defined benefit plan" for employees who have retired or terminated from Authority service and who meet the eligibility requirements set forth in paragraph E.2, of this Section.
- b. Upon paid Authority retirement, an eligible retiree who has enrolled in a "qualified health plan" (as defined in the Plan) or in Medicare as stated in the Plan and required by the "qualified health plan," shall receive a Retiree Medical Insurance Grant.
- c. An eligible former employee who terminated from Authority service prior to retirement, who is 55 years of age or older and who is enrolled in a recognized health plan or Medicare as stated in the Plan and required by the "recognized health plan," shall receive a Retiree Medical Insurance Grant.
- d. The Retiree Medical Insurance Grant may be applied only towards the cost of retiree and dependent coverage in a "qualified health plan", as reimbursement for a portion of the cost of eligible former employee and dependent coverage in a recognized health plan and/or Medicare premiums as provided in Sections E.1.d.i, E.1.d.ii, and E.1.d.iii of this Section.
  - i. Effective January 1, 2015, the Retiree Medical Insurance Grant shall be an amount based on twenty three dollars and seventeen cents (\$23.17) per month for each full year of service to a maximum of five hundred fifty one dollars and seventy-five (\$551.75) cents per month. On January 1 of each calendar year the amount of such Retiree Medical Insurance Grant shall be adjusted by the average percentage increase in Authority health plan premiums no later than the effective dates of such increase, not to exceed five (5) percent per year. In no case shall the Retiree Medical Insurance

Grant exceed the actual cost of the health insurance and/or Medicare premiums.

- ii. All employees who retire from the Authority and become eligible for a Retiree Medical Insurance Grant shall be provided a one (1) time opportunity of at least thirty (30) days to enroll in an Authority “qualified health plan,” and shall have ninety (90) days after attaining age sixty-five (65) to enroll in Medicare. Should a retiree fail to enroll in either a “qualified health plan” or Medicare during the aforementioned periods or should he/she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Retiree Medical Insurance Grant.
- iii. All former employees who did not retire from the Authority and who are eligible for a Retiree Medical Insurance Grant shall not receive the Grant until such employees reach age 55 and request the Authority to commence distribution of the Grant no later than 90 days from the former employee’s 55th birthday. Upon such request, the eligible former employees must show proof of enrollment in a recognized health plan. A reimbursement for a portion of the cost of premiums will be provided to the eligible former employees in accordance with the Retiree Medical Plan provisions. The eligible former employees will be required to provide the Authority with a copy of the premium bill and cancelled check or other recognized proof of payment for reimbursement.

## 2. Eligibility Requirements for Retiree Medical Insurance Grant

- a. Retirees must be actively retired from the Authority and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). An eligible former employee must be at least age 55 and enrolled in a recognized health plan.
- b. Only employees hired before January 1, 2007 shall be eligible to participate in the Retiree Medical Insurance Grant Plan.
- c. A retiree or eligible former employee must have retired or terminated employment with the Authority with at least one (1) year of service (2080 hours), except as provided in Sections E.2.c.i, ii, and iii of this Section.
  - i. A retiree of the Authority who receives a service-connected disability retirement from OCERS shall be eligible for a Retiree Medical Insurance Grant equal to either ten (10) years of service or actual years of service, whichever is greater.
  - ii. A retiree who receives a non-service connected disability retirement shall be eligible for a Retiree Medical Insurance Grant based on actual years of service.
  - iii. A separated employee who is less than 55 years of age or is under normal retirement age who has requested a service or non-service connected



disability retirement shall not be eligible to receive the Retiree Medical Insurance Grant until a determination of disability status is made by the Board of Retirement.

d. All eligible retirees, eligible former employees and enrolled dependents who are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Retiree Medical Insurance Grant. All eligible retirees, eligible former employees and dependents who are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Retiree Medical Insurance Grant.

e. Deferred Retirement

i. An employee who, upon separation from the Authority, is eligible for paid retirement and elects deferred retirement must defer participation in the Retiree Medical Insurance Grant until such time as he/she becomes an active retiree. However, in order to be eligible for health care coverage provided by CalPERS, retirement must not be deferred for more than one hundred twenty (120) days after the employee separates from Authority Service.

ii. An employee with at least one (1) year of service (2080 hours), who is not eligible for paid retirement at the time he/she separates from Authority service and elects deferred retirement status shall not become eligible for participation in the Retiree Medical Insurance Grant until he/she becomes 55 years of age.

f. For purposes of this Section, a full year of service shall mean those regular hours of Service the employee worked as a regular, limited-term and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one (1) full year of service.

3. Employee Contribution

a. All employees hired before January 1, 2007 shall contribute four (4%) percent of their base salary, exclusive of overtime and specialty pay, through payroll deduction to the Authority to be applied to the Plan.

4. Survivor Benefits

a. A surviving dependent who qualifies for a monthly retirement allowance shall be eligible for fifty percent (50%) of the Retiree Medical Insurance Grant authorized for the retiree.

b. A surviving eligible retiree or eligible former employee who qualifies for a monthly retirement allowance and who was married to a retiree or eligible former employee who was also eligible for a Retiree Medical Insurance Grant shall receive the survivor benefit described in Section E.5.a of this Section, or his/her own Retiree Medical Insurance Grant, whichever is greater. Such

retiree shall not be eligible for both Retiree Medical Insurance Grants.

5. Agreement to Reopen Labor Negotiations Re: the Retiree Medical Grant

- a. The OCFA and the OCFAMA have agreed that either may reopen labor negotiations (during the term of their MOU – June 25, 2015 to June 24, 2018) on the topic of retiree medical grant if the subject is being discussed with any other bargaining unit at the OCFA.

F. Defined Contribution Retiree Medical Plan

1. The Authority will provide employees hired on or after January 1, 2007 a "defined contribution" plan.
2. These employees are required to contribute four percent (4%) of base salary exclusive of overtime and specialty pay to this plan.
3. Employees hired before January 1, 2007 shall not be eligible to participate in this plan. Eligibility for plan participation is based on the employee's most recent date of hire with the Authority.

G. Physical Examination

1. Full-time employees are eligible to receive a voluntary annual physical examination by an Authority designated physician at no cost to the employee.

H. Optional Benefit Plan (OBP)

- a. Each eligible employee shall be entitled to select benefits from those listed below at a cost to the Authority not to exceed one thousand nine hundred dollars (\$1,900.00) for each calendar year.
- b. The purpose of the OBP is to provide options to individual employees to best meet the needs of themselves and dependents while relieving the employee of external influences that might impair his/her performance.

OBP options include the following two (2) benefits categories:

- i. Cash (taxable);
- ii. Health/accident;

A. Health programs (employee and/or dependents) such as smoking cessation, stress reduction, and physical, mental, and/or emotional health-related counseling for individual and/or family not covered or partially covered through existing plans;

B. Employee's share of Authority health insurance premiums (employee and/or dependents). Also includes payment of Accidental Death and

Dismemberment coverage for employee and dependents available through the Authority;

- C. Health care, vision, and/or dental (employee and/or dependents) excluded or partially excluded under the Authority's insurance plans. Examples of items covered under this provision include: deductibles, eye care, lenses, and frames.
- iii. To be eligible, each employee must file an Intent to Participate form by December 31<sup>st</sup> each year and in accordance with provided instructions. For new employee enrollment, the amount available to the employee shall be prorated based on month(s) of eligibility. An employee's designations are irrevocable, unless he/she has a change in family status. Eligible expenses must be incurred during an OBP period in which an employee is eligible and has sufficient fund balance to cover the expense. Claims may be filed at any time during the plan period, and all claims must be filed no later than ninety (90) days following the close of the OBP period. Upon approval and required written authorization, payment shall be made.
- iv. Eligibility – an employee is eligible to receive the OBP, provided he/she is continuously employed in a full-time capacity. Employees hired or promoted after the commencement of an OBP shall be eligible for the OBP on a prorated basis the first day of the month following the twenty-eighth day in a position in the unit. Employees working in a job-sharing assignment in a full-time (regular, probationary, or limited-term) position shall be eligible to receive the OBP in proportion to each employee's regularly scheduled hours.
- v. Any portion of the optional benefit not incurred within the OBP period shall remain Authority funds.
- vi. Claims shall be made on forms authorized by the Human Resources Director on which claimant declares the category of service received as defined in the OBP, the dates the expenses were incurred by the claimant or eligible dependents, by whom service was provided, and the amount being claimed. Claims shall be paid when submitted with a declaration under penalty of perjury signed by the claimant and approved. Only those claims that are accompanied by documentation that an eligible expense has been incurred during the OBP period shall be approved.

## ARTICLE IV

### REIMBURSEMENT PROGRAMS

#### **Section 1. Mileage Reimbursement**

- A. Subject to the current vehicle rules and regulations established by the Board, an employee who is authorized by the Fire Chief to use a private automobile in the performance of his/her duties shall be paid for each mile driven in the performance of his/her duties during each monthly period as provided below:
1. The reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.
- B. An employee who is required by the Authority to furnish a privately owned vehicle for the performance of his/her duties on Authority time shall receive a minimum of ten (10) dollars in any month in which the actual mileage reimbursement would otherwise be less than ten (10) dollars. The minimum shall not apply in any month:
1. In which the employee has not actually worked eighty (80) hours;
  2. Unless the employee claims the ten (10) dollar minimum and the Authority certifies that the employee was required to use a privately owned vehicle on Authority business.

#### **Section 2. Personal Property Reimbursement**

- A. Employees shall, in proper cases, be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee. The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article. The amount of reimbursement for other personal property covered by this provision shall be the actual replacement or repair value, whichever is lower, except that the reimbursement on a watch shall not exceed its functional value and the limit on eyeglasses shall be the cost of lenses, plus the cost of basic frames.

#### **Section 3. Tuition Reimbursement**

- A. The tuition reimbursement program in this unit is designed to:
3. Enhance professional job skills; and
  4. Encourage ongoing professional development.
- B. Eligibility of courses shall be generally based on the provisions of Part 1, Article III, Section 2 of the Personnel and Salary Resolution. Approval for other courses such as certificate programs, seminars, and workshops shall be subject to the approval of the requesting employee's Executive Manager.

- C. For approved college or other approved graded courses, reimbursement shall require a minimum final grade of “C” or better for undergraduate courses and a minimum final grade of “B” or better for graduate courses. For courses that are not graded, reimbursement shall require proof of successful completion. No reimbursement shall be made for audited or incomplete courses.
- D. Reimbursement from the Authority shall not exceed two thousand (2000) dollars in any fiscal year and shall apply to tuition, registration, lab fees, books, and approved related expenses; and shall be processed according to the Authority’s tuition reimbursement process.
- E. Reimbursement received from other sources for expenses covered in this Section shall be deducted before the Authority provides tuition reimbursement.

**ARTICLE V**

**LEAVES OF ABSENCE**

**Section 1. Sick Leave**

A. Accumulation of Sick Leave – shall be in accordance with the following schedule:

HOURS OF CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE
1 through 6,240.00 regularly scheduled hours	0.0347 hours for each regularly scheduled work hour paid
6,240.01 or more regularly scheduled hours	0.0462 hours for each regularly scheduled work hour paid

B. When determined to be in the best interest of the Authority, the Fire Chief may approve up to forty (40) hours of sick leave be advanced to a newly appointed employee. If that occurs, the employee will not accrue sick leave until such time as the forty (40) hours would have been earned. At that time, sick leave accrual will resume at the rate specified in paragraph A of this Section.

C. Sick Leave Earned – shall be added to the employee's sick leave accumulation account upon the completion of the pay period with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates Authority service.

D. Extra Help OCFAMA Employees – After thirty (30) calendar days of employment, extra help employees become eligible to earn three (3) days of paid sick leave annually. Extra help employees shall be eligible to apply sick leave to absences beginning on the ninetieth (90<sup>th</sup>) day of employment. Unused paid sick leave is not carried over from one year to the next. The annual paid sick leave allotment will be credited to the extra help employee's sick leave accumulation account annually on the employee's hire date. When an extra help employee separates employment and is rehired, his/her rehire date will be used to determine when he/she is credited his/her annual paid sick leave allotment.

E. Permitted Uses of Sick Leave

Sick leave may be applied to:

1. An absence necessitated by employee's personal illness, injury, or disability due to pregnancy or childbirth.

2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the employee's supervisor.
3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the Authority that the presence of the employee on duty would endanger the health of others.
4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his/her immediate family, provided that such absence shall be limited to a maximum of three (3) working days for each occurrence. For purposes of this Section, immediate family shall mean registered domestic partner, father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, child, step-child, grandparent, grandchild, step-grandchild, dependent adult or child for whom the employee is the legal guardian, or as otherwise defined by law.
  - a. Extra help employees may also apply sick leave for themselves or an immediate family member for the preventative care or care of an existing health condition or for specified purposes if the employee is a victim of domestic violence, sexual assault, or stalking.
5. In addition to paragraph 4, once each calendar year, an employee is entitled to use one half of his/her annual accrued sick leave for the illness/injury of immediate family, as defined in paragraph 4.
6. Illness while on paid vacation (this does not apply to Authority provided holidays) shall be charged to sick leave rather than vacation only under the following conditions:
  - a. The employee must notify his/her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his/her vacation, whichever is sooner, to request that his/her illness on vacation be charged to sick leave.
  - b. The Authority shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
  - c. Upon the employee's return to work, the employee must furnish the Authority with a certificate signed by a licensed physician, registered nurse, or recognized health care provider stating the period of sickness.
7. Absence from duty because of personal business not to exceed twenty (20) working hours during the fiscal year. This Section does not apply to extra help employees.

#### F. General Provisions

1. In any use of sick leave, an employee's account shall be charged to the nearest quarter hour.
2. An employee may be required to furnish a certificate issued by a licensed physician

or registered nurse or other Authority-approved evidence of illness, injury, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

#### G. Sick Leave Payoff

1. An employee shall receive sick leave payoff as follows:

- a. **Upon Paid Retirement or Death:** An employee or the employee's estate shall be paid for a portion of the employee's unused sick leave in an amount computed as provided below:

<u>Years of Service</u>	<u>Percent of Unused Sick Leave Paid For</u>
Less than 5 years	None
5 but less than 10	25%
10 but less than 15	50%
15 but less than 20	75%
20 or more	100%

Years of service as used herein shall be the equivalent of full-time continuous service in a regular position. Employees who elect to take deferred retirement shall not be eligible for any benefits provided by this paragraph.

- b. **During Employment:** Not more than once in each fiscal year, an employee who has accumulated unused sick leave in excess of two hundred eighty (280) hours shall, upon request, receive a payoff for up to one-third (1/3) of all his/her accumulated sick leave, provided that the remaining balance is not reduced below two hundred eighty (280) hours. The percentage of sick leave paid shall be computed based on years of continuous service in accordance with Section 1.G.1.a of this Article. The employee's sick leave balance shall be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Section 1.G.1.a of this Article.
- c. **Payment of Sick Leave to Deferred Compensation:** An employee who has given irrevocable written notice of his/her intent to retire at least thirty (30) calendar days prior to the effective date of his/her retirement, may request that the payoff of his/her accumulated sick leave be made to his/her deferred compensation account with the Authority up to the maximum amount permitted by the IRS Code and to the extent permitted under the provisions of Section 1.G.1.a of this Article. Such payoff shall be made prior to the effective date of employee's retirement.

## Section 2. Vacation

### A. Accumulation of Vacation

Accumulation of vacation shall be in accordance with the following schedule:



YEARS OF COMPLETED CONTINUOUS SERVICE	EQUIVALENT HOURS OF COMPLETED CONTINUOUS SERVICE	HOURLY ACCRUAL RATE
0 to 3 years	1 through 6,240.00 regularly scheduled hours	0.0577 hours for each regularly scheduled hour paid
After 3 years but less than 10 years	6,240.01 through 20,800.00 regularly scheduled hours	0.077 hours for each regularly scheduled hour paid
After 10 years	20,800.01 or more regularly scheduled hours	0.0962 hours for each regularly scheduled hour paid

When it is determined to be in the best interest of the Authority, the Fire Chief may approve increased vacation accruals for new employees, using the rate as described above for employees with at least three years of continuous service.

**B. Vacation Credit**

Vacation credit shall be applied to the employee's vacation accumulation account only upon completion of each pay period. No credit shall be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates Authority service.

**C. Maximum Allowable Vacation Accrual**

1. For full time employees with less than ten (10) years of full-time continuous service: three hundred twenty (320) hours.
2. For part-time employees with less than ten (10) years of full-time continuous service: a prorated amount equal to eight (8) weeks of vacation for part-time employees.
3. For full time employees with more than ten (10) years of full-time continuous service: four hundred (400) hours.
4. For part-time employees with more than ten (10) years of full-time continuous service: a prorated amount equal to ten (10) weeks of vacation for part-time employees.
5. All vacation hours earned in excess of the maximum allowable vacation accrual shall be paid in the pay period earned.

**D. General Provisions Applicable to Vacation**

1. Not more than eighty (80) hours of paid time may be credited toward accumulation of vacation credit in any pay period.
2. A leave of absence without pay shall cause the ten (10) years of full-time Authority

service (described on paragraph A above) to be postponed by the length of the leave.

3. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.
4. Vacations shall be scheduled for employees by the Authority; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
5. Employees shall not be required to return to work during the time of his/her paid vacation except in cases of emergency.
6. No scheduled vacation shall be canceled, except in cases of emergency.
7. When an employee's Authority service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years of Authority service, with the part-time service being applied proportionately to the appropriate full-time interval.
8. No employee shall be permitted to work for compensation for the Authority in any capacity during the time of his/her paid vacation from the Authority service. Employees are permitted to receive reimbursements for voluntary service as Reserve Firefighters while on paid vacation from Authority service.

#### E. Vacation Payoff

1. An employee separating from Authority service for reasons other than paid Authority retirement shall be paid for all accrued vacation in a lump sum payment. An employee who is separating from Authority service by way of paid Authority retirement may elect either to take time off for his/her vacation or to be paid for his/her vacation in a lump sum payment.
2. During each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to forty (40) hours each or one (1) increment of up to eighty (80) hours. An employee who is within fifteen (15) hours of the applicable maximum allowable vacation accrual (as set forth in paragraph C above) may request to be paid for one (1) additional increment of up to eighty (80) hours in each fiscal year.

### **Section 3. Holidays**

#### A. Holidays Observed

Employees shall observe the following holidays:

- New Year's Day

- Martin Luther King, Jr.'s Birthday
- Lincoln's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

## B. Holiday Compensation

1. For each holiday each full-time employee scheduled to work, but permitted to take the day off, shall be paid for the number of hours the employee is regularly scheduled to work that workday computed at the employee's base hourly rate. A part-time employee scheduled to work, but permitted to take the day off shall receive pay computed at the employee's base hourly rate for the number of hours the employee was regularly scheduled to work to a maximum of nine (9) hours of holiday pay.
2. When a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.
3. When a holiday falls on a Sunday, the next day (Monday) shall be observed as the holiday.
4. When Christmas Eve, Christmas Day or New Year's Day falls on a Saturday, the Friday immediately preceding each day shall be observed as the holiday.
5. Employees shall be paid on the paycheck following the pay period during which the holiday occurred.
6. Full-time employees who are on a pay status during the pay period that includes March 1st each fiscal year shall be credited with two (2) hours of paid time at the end of the pay period that includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of paid time.
7. Eligibility for Holiday Pay
  - a. An employee must be in paid status on their regular work days immediately

preceding and after the holiday in order to receive holiday pay.

- b. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.
  - c. An employee who elects paid Authority retirement on a holiday shall be paid for the holiday.
  - d. An employee who is terminating employment for reasons other than paid Authority retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.
  - e. With Authority approval, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.
8. Compensation for Work on Holidays: An employee who is required to work on a holiday shall, in addition to his/her regular pay, receive compensatory time for each hour worked on a holiday at a rate of one and one half (1.5) times the employee's base hourly rate.
9. Holidays that fall during an employee's vacation period shall not be charged against the employee's vacation balance.
10. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the Authority. Employees shall be paid for all compensatory time in excess of eighty (80) hours.

#### **Section 4. Bereavement Leave**

Upon request, employees shall receive necessary time off with pay, not to exceed three (3) days in any one (1) instance, for bereavement leave related to the death of their immediate family. For purposes of this Section, immediate family shall mean registered domestic partner, father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, child, grandparent, grandchild or dependent child or adult for whom the employee is the legal guardian.

#### **Section 5. Authorized Leave Without Pay**

##### **A. Authority Leave**

- 1. Upon request, an employee may be granted an Authority Leave Without Pay for a period of time not to exceed fifteen (15) calendar days. The granting of such Leave shall be at the discretion of the Fire Chief, except in cases where Official Leave has been authorized pursuant to Section B below. The Fire Chief may require that all accumulated compensatory time be used prior to granting of such Leave. The use of earned vacation prior to the obtaining of Leave shall be at the option of the employee.

## B. Official Leave Without Pay

1. Upon request, an employee may be granted an Official Leave of absence without pay. Such Leave, if granted, shall not exceed one (1) year, except as provided in Sections B.2 and B.3 of this Section. The Fire Chief may require that all or a portion of accrued compensatory time and vacation be used prior to granting such Leave.
2. An Official Leave of Absence without pay may be extended for up to an additional year at the discretion of the Fire Chief. If the Fire Chief denies the extension of such Leave, paragraphs B.5 and B.6 of this Section shall not apply.
3. An employee shall give notice two (2) weeks prior to the date he/she wants to return to work. If an employee does not give the required notice prior to the date he/she wants to return to work, the Authority shall not be required to return the employee to work until the employee gives such notice; however, the Authority may waive the notice or reduce the notice period at its discretion.
4. The Department Head/Assistant Chief shall indicate on the request for Leave of Absence his/her recommendations as to whether the request should be granted, modified, or denied and shall promptly transmit the request to the Human Resources Director. The Human Resources Director shall render a decision within thirty (30) days of when the request is submitted to him/her. If the Human Resources Director approves the request, he/she shall deliver a copy to the Finance Manager, the Department Head/Assistant Chief, and the employee.
5. If the Human Resources Director modifies or does not approve a request for Official leave without pay, the employee and/or the Department Head/Assistant Chief may, within fifteen (15) calendar days of said action, file a request with the Human Resources Director for review by the Fire Chief. Upon such request, the Human Resources Director shall forward a copy of the request for Official Leave without pay to the Fire Chief for final determination. The employee and the Department Head/Assistant Chief shall notify the Human Resources Director whether he/she shall submit his/her position in a written statement or wishes to appear before the Fire Chief. The decision of the Fire Chief on such appeals shall be final.
6. An Official Leave without pay shall not be deemed a break in Authority service. However, an employee shall not accrue seniority when on such leave.

## C. General Provisions

1. A request for an Official Leave of Absence shall be made upon forms prescribed by the Human Resources Director and shall state specifically the reason for the request, the date when it is desired to begin the leave of absence, and the probable date of return.
2. The request shall normally be initiated by the employee, but may be initiated by the employee's supervisor or Department Head/Assistant Chief only where the employee is unable to initiate such request.

**Section 6. Jury Duty Leave**

- A. An employee who is called for jury duty or for examination for jury duty shall be compensated (as though he or she was working) for those hours of absence due to the jury duty that occurs during the employee's regularly scheduled working hours.

**Section 7. Witness Leave**

An employee who is called to answer a subpoena as a witness for court appearances during the employee's work hours, except where the employee is a litigant or where the subpoena is related to the employee's employment with another employer, shall be compensated as though he or she was working for all hours of absence from work due to answering the subpoena, provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the Finance Manager. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

**Section 8. Workers' Compensation Leave**

- A. When an injury is determined to be job-related in accordance with Part 2 of the Personnel and Salary Resolution, an employee shall be placed on Workers' Compensation Leave. If the question of industrial causation has not yet been made and all sick leave has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made.
- B. Workers' Compensation Leave shall continue until the employee:
1. Is determined to be physically able to return to work by an Authority-designated physician; or
  2. Is determined to be physically able to return to work with medical restrictions that the Authority can accept; or accepts employment outside the Authority; or
  3. Accepts employment in another Authority position; or
  4. Has retired from the Authority; or
  5. Is terminated from the Authority.

An employee who does not return to work within two (2) weeks of the end of his/her Workers' Compensation Leave pursuant to this provision shall be considered to have automatically resigned his/her employment with the Authority.

- C. An employee on Workers' Compensation Leave must give notice two (2) weeks prior to the date he/she wants or is able to return to work. If an employee does not give two (2) weeks' notice prior to the date he/she wants or is able to return to work, the Authority shall not be required to return the employee to work until such notice is given; however, the Authority may waive the notice or reduce the notice period at its discretion.

## **Section 9. Catastrophic Leave**

- A. Eligibility for Donations - To receive Catastrophic Leave Donations, an employee or his/her immediate family member (immediate family member is defined as father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, child, step-child, grandparent, registered domestic partner, or legal guardian) must:
1. Have a catastrophic medical condition that shall require the employee to be on unpaid Leave.
  2. Exhaust all allowable accrued sick leave, vacation, and compensatory time.
  3. Submit to the employee's Department Head/Assistant Chief (or his/her designee) a written request for donations accompanied by a medical statement from the employee's or family member's attending physician. The attending physician's statement must verify the employee's need for an extended Medical Leave or the need for the employee to take leave to care for a member of his/her immediate family, and must include an estimated time the employee shall be unable to work.
- B. Request for Additional Donations
1. Employees who receive donations and who exhaust all donated sick leave may request an additional donation period(s).
- C. Donation Procedure
1. Upon receipt of a valid request for donations from an eligible employee, the Department Head/Assistant Chief (or his/her designee) shall post a notice of the eligible employee's need for donations on the Authority e-mail system, bulletin boards, or other means of notification accessible to employees. Confidential medical information, unless voluntarily provided by the employee to the Authority, shall not be included in the posted notice.
  2. Employees shall be provided a two (2) week period to submit their donations; donations received after the submission period shall not be processed.
  3. All donations shall be voluntary.
  4. Employees may donate vacation or compensatory time to the eligible employee's catastrophic leave bank; sick leave may not be donated.
  5. Donations must be a minimum of two (2) hours, but cannot exceed eight (8) hours; all donations must be made in whole hour increments.
  6. All donations shall be irrevocable.
  7. At the close of the donation period, the Finance Division shall verify the hourly rate of the donating employee and confirm that each donating employee has accrued time

balances sufficient to cover the designated donation.

8. The Finance Division shall process all donations at one (1) time; no additional donations shall be processed.
9. The Authority shall convert the donated time to dollars at the hourly rate of the donor. The dollars shall then be converted to accrued vacation and sick leave, as described herein, at the hourly rate of the recipient of the donation. Donated converted hours shall first be added to the recipient's accrued vacation, to the maximum permitted under Section C of Section 19. The balance of the donated converted hours shall then be added to the recipient's sick leave account. These donated vacation and sick leave hours shall be available for use during the recipient's Catastrophic Leave. If any donated hours remain at the end of the recipient's Catastrophic Leave, they shall remain available for the sole use of the recipient. If the recipient dies during the Catastrophic Leave, all unused donated time shall be converted to dollars at the hourly rate of the recipient and paid to the recipient's surviving spouse or estate in the same manner as any monies due for vacation and/or compensatory time.
10. An employee who is on a leave without pay at the time he/she receives a Catastrophic Leave donation shall be treated as if on a leave of absence for purposes of probation and merit increase eligibility.

#### **Section 10. Paid Annual Leave**

- A. Effective July 10, 2015, employees are eligible to use paid annual leave (PAL) as follows:
  1. Upon completion of new hire probation with the Authority, an employee will be eligible to take up to forty (40) hours of PAL time off each calendar year in addition to his/her other accrued time.
  2. On January 1 of each subsequent year following July 10, 2015 or the employee's completion of probation with the Authority, eligible employees will receive forty (40) hours of PAL time.
  3. PAL time may not be accrued and must be used within the year earned, which shall be no later than December 31 of that year. If any of the 40 hours of PAL are not used by the employee, it will result in the employee's PAL bank being increased for the following year so that he/she has exactly 40 hours to use within that calendar year. At no time can the employee have more than 40 hours in his/her PAL bank.
  4. As permitted by Labor Code Section 227.3, PAL may not be cashed-out at any time, including at the end of employment.
  5. Approval to use PAL is subject to operational need and the requests should be made in advance. If a specific date is denied, the approving manager will attempt to schedule a mutually agreeable alternate date. Such alternate dates must be scheduled within the year the PAL is earned.



## ARTICLE VI

### EMPLOYEE/EMPLOYER RELATIONS

#### **Section 1. Discipline**

Employee discipline, including the process for issuing discipline and employee appeal rights, are included in this Section.

##### A. Suspension, Reduction in Pay, Demotion or Discharge

1. An employee subject to suspension, reduction in pay, demotion or discharge shall receive a written notice of proposed disciplinary action. Except for proposed notice of suspension of 40 hours or less (which may be issued at any time prior to the effective date of the discipline) the notice will be issued at least fourteen (14) calendar days prior to the effective date of the proposed action and shall contain:
  - a. A description of the proposed action and its effective date(s);
  - b. A statement of the alleged facts which support the proposed action as well as the grounds which are supported by the alleged facts;
  - c. Copies of documents or other evidence on which the proposed action is based will be attached;
  - d. A statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
  - e. A statement of the employee's right to representation; and
  - f. A statement of the employee's right to appeal should such proposed action become final.
2. Prior to the effective date of a suspension of more than forty (40) hours, reduction in pay, demotion or discharge, an employee shall be given an opportunity to respond, either orally or in writing, at the employee's option, to a designated Authority representative with the authority to make an effective recommendation on the proposed disciplinary action.
3. An employee shall be given reasonable time off without loss of pay to attend a meeting (known as a *Skelly* meeting) (if the employee chooses to respond orally) to respond to the notice of proposed discipline.
4. An employee may represent himself/herself or may be represented by his/her representative in the disciplinary process.
5. An employee and his/her representative shall receive written notice sustaining,

modifying, or canceling a proposed discipline on or prior to the effective date of such action.

6. Should a proposed discipline become final, an employee shall receive a written notice of discipline which will include the employee's right to appeal such action pursuant to Section C of this Section.

#### B. Reprimand or Denial of Merit Increase

1. A written reprimand or denial of a merit increase requires reasonable cause.
2. An employee may challenge a written reprimand or denial of merit increase as set forth below in paragraph D.

#### C. Right to Appeal

1. Employees who receive a Notice of Proposed Discipline as well as a Notice of Discipline shall have the right to respond prior to the discipline being imposed as well as a right to appeal the discipline per the appeal procedure in paragraph D below.
2. If an employee does not comply with the time limits set forth in the appeal procedure in paragraph D below, the employee has waived his/her right to further process the appeal, and the disciplinary action shall be issued. Failure by the Authority representative to timely respond to the time limits set forth in paragraph D shall permit the employee to progress the appeal to the next step.
3. The time limits for appeals may be extended by mutual agreement between the Authority representative and employee or his/her representative.

#### D. Appeal Procedure – The *Skelly* Process and Appeal Process

1. The appeal procedure shall include two internal steps as well as an ability of an employee to request arbitration as set forth below.
2. All appeals must be submitted to the Human Resources Director who administers employee discipline. Submission of the appeal may be via mail, email, or hand delivery. The appeal must be delivered no later than 5:00 p.m. on the last day allowable under the provisions of this Section.

##### a. STEP 1

##### i. Reprimand or Performance Salary Increase Denial

Upon receipt of a reprimand or denial of a performance salary increase, an employee may, within fourteen (14) calendar days of receipt of such notice, submit a request to the Human Resources Director for a meeting to address the matter. The Human Resources Director shall schedule a meeting with the appropriate Authority representative to hear the employee's presentation. After the employee's presentation, a written determination

shall be made within fourteen (14) calendar days.

ii. Suspension, Reduction in Pay Demotion or Discharge

Upon receipt of a notice of intent to suspend, reduce in pay, demote or discharge an employee may, within fourteen (14) calendar days of receipt of such notice, submit a request to the Human Resources Director, for a meeting (called a *Skelly* meeting) to address the charges in the notice. The Human Resources Director shall schedule the meeting with the appropriate Authority representative to hear the employee's presentation. After the employee's presentation, a written determination shall be made within fourteen (14) calendar days.

b. STEP 2

i. Reprimand or Performance Salary Increase Denial

If the employee does not agree with the outcome in Step 1, the employee may, within fourteen (14) calendar days of receipt of the Step 1 written determination, submit a written appeal to the Human Resources Director. Within fourteen (14) calendar days of receipt of the appeal at Step 2, the appropriate Authority representative shall meet with the employee (including with the employee's representative if represented). Within fourteen (14) calendar days thereafter, a written decision shall be provided to the employee and his/her representative if represented. The determination shall be final and binding and not referable to arbitration.

ii. Suspension, Reduction in Pay, Demotion or Discharge

If the employee does not agree with the outcome in Step 1, the employee may within fourteen (14) calendar days of the receipt of the Step 1 written determination submit a written appeal to the Human Resources Director. Within fourteen (14) calendar days of receipt of the appeal, the appropriate Authority representative shall meet with the employee (including with the employee's representative if represented). Within fourteen (14) calendar days thereafter, a written decision shall be provided to the employee and his/her representative if represented.

c. Arbitration

i. For a suspension, reduction in pay, demotion or discharge, if the employee does not agree with the outcome at Step 2 the employee may appeal the matter to arbitration (which shall private, i.e., not a public hearing) by submitting the appeal in writing (and signed by the employee and/or his her representative if represented) to the Human Resources Director within fourteen (14) calendar days from the date of receipt of such Step 2 decision.

ii. Finding of Facts and Remedies

An arbitrator may sustain, modify, or rescind an appealed disciplinary action as follows and subject to the following restrictions:

First, the arbitrator shall determine if the grounds for discipline were proven by the authority. Second the arbitrator shall determine if the penalty imposed was appropriate given the proven grounds (which are supported by the facts alleged). If the arbitrator finds that the discipline was appropriate, he/she shall so find and the discipline is then sustained.

If the arbitrator finds that either the grounds alleged were not proven or the penalty imposed was not appropriate given the grounds that were proven, he/she shall have the authority to issue a decision which either modifies the discipline or concludes that it was issued without just cause.

If the arbitrator finds that the discipline was issued without cause, the employee shall be entitled to back pay and benefits and if appropriate (for demotions and discharge) restoration to the position from which he was discharged or demoted. Restoration of pay and benefits shall be subject to deduction of all unemployment insurance, applicable taxes and withholdings, and outside earnings that the appellant received since the date of discharge if applicable.

#### E. General Provisions Regarding Discipline and the Disciplinary Process

1. The cost of an arbitrator shall be shared equally in all cases by the Authority and the Association (if the Association is paying for any part of the employee's appeal) or solely by the Authority if the Association is not providing any financial support to the employee appealing his/her discipline.
2. Arbitration appeal hearings for suspensions of less than forty (40) hours shall be limited to one (1) day, unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions.
3. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, and each party shall alternately strike one (1) name from the list until only one (1) name remains. The parties will flip a coin to determine who will strike the first name.
4. Upon written request by the opposing party in a pending hearing given at least twenty-eight (28) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the requested copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than fourteen (14) calendar days prior to the scheduled hearing

date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing, except that any such documentary evidence discovered by a party after such a request for copies, but not soon enough to comply with the above time limits, may be admitted, provided it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

5. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable and scheduled in advance.
6. At the hearing, both the employee and/or his/her representative and the Authority shall have the right to be heard and to present evidence. The following rules shall apply:
  - a. Oral evidence shall be taken only on oath or affirmation.
  - b. Each party 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 that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut the evidence against the witness. If the employee does not testify in his/her own behalf, the employee may be called and examined as if under cross-examination.
7. 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 on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are not, or hereafter may be, recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.
8. The Authority shall be allowed to have at least one (1) employee who may be called upon to testify as a witness present at the arbitration hearing at all times.
9. The decision of the arbitrator shall be final and binding on all parties.

## **Section 2. Grievance Procedure**

### **A. Scope of Grievances**

A grievance may be filed by an employee or the Association for an alleged violation of this MOU or to challenge a performance evaluation rated substandard. Although not a grievance, if an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with his/her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively towards a satisfactory resolution.

### **B. Processing a Grievance**

The grievance procedure set forth below must be followed to process a grievance

Grievances must be submitted to the Human Resources Director within the time limits outlined in this Section. Submission may be via mail, hand delivery, or email, but must be delivered no later than 5:00 p.m. on the last day allowable under the provisions of this Section. A grievance may be filed by an employee or the employee's representative in the name of the employee, at the employee's request as well as by the Association.

#### **1. STEP 1:**

A grievance must be submitted in writing within fourteen (14) calendar days from the occurrence that gave rise to the problem and shall state the nature of the grievance and the requested remedy. A Step 1 grievance shall be heard by an appropriate Authority representative who has authority to consider the grievance. Within fourteen (14) calendar days after receipt of the written grievance, the employee (including his/her representative) and/or the Association representative shall meet with the grievant in an attempt to resolve the grievance. Within fourteen (14) calendar days of that meeting, the Authority representative will then issue a decision at Step 1. The grievance will either be resolved to the satisfaction of the grievant (employee or association) or the grievant has the right to request that the grievance be submitted to step 2.

#### **2. STEP 2:**

If the grievance is not resolved at Step 1 and it alleges a misinterpretation or misapplication of this MOU, it may be appealed in writing to the Human Resources Director within fourteen (14) calendar days after receipt of the written decision from Step 1. Within fourteen (14) calendar days after receipt of the written Step 2 grievance, the Fire Chief or his/her designee shall meet with the grievant and his/her representative to try and resolve the grievance. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant and his/her representative. The decision of the Fire Chief or his/her designee, regarding a substandard performance evaluation, shall be final and binding and shall not be referable to arbitration. If the grievance alleges a misinterpretation or misapplication of this MOU, it may be appealed further to arbitration.

#### **A. Mediation**

A grievant who is not satisfied with the decision at Step 2 has the right (but not the obligation to request that the grievance be submitted to mediator to attempt to resolve. Mediation is a non-binding process where the parties utilize the services of a mediator to try and reach an amicable resolution of the grievance. If mediation is chosen, the Authority will request a list of mediators from the State Mediation and Conciliation Service. If the parties cannot agree on one of the mediators each party shall alternately strike one (1) name from the list until only one (1) name remains. The parties will flip a coin to determine who will strike the first name. The grievance will either be resolved to the satisfaction of the grievant (employee or association) or the grievant has the right to request that the grievance be submitted to arbitration.

#### B. Arbitration

If a grievance is not resolved at Step 2 (or at mediation of that process is used) the grievant may request that it be submitted to arbitration. Such a request must be made within fourteen (14) calendar days from the date a decision was rendered at Step 2 or the completion of the mediation process. The arbitrator shall conduct a private hearing (i.e., not in public). The process for that hearing is set forth below.

- 1) If the grievance is decided by an arbitrator, the grievant and his/her representative shall relinquish any current or future claim to seek or obtain remedy through any other Authority appeal procedures.
- 2) The cost of an arbitrator shall be shared equally in all cases by the Authority and the grievant.
- 3) The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, and each party shall alternately strike one (1) name from the list until only one (1) name remains. The parties will flip a coin to determine who will strike the first name.
- 4) Upon written request by the opposing party in a pending hearing given at least twenty-eight (28) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than fourteen (14) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing, except that any such documentary evidence discovered by a party after such a request for copies, but not soon enough to comply with the above time limits, may be admitted, provided it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery.

Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

- 5) An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable and scheduled in advance.
- 6) At the hearing, both the employee and/or the employee's representative and the Authority shall have the right to be heard and to present evidence. The following rules shall apply:
  - i. Oral evidence shall be taken only on oath or affirmation.
  - ii. Each party 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 that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut the evidence against the witness. If the employee does not testify in his/her own behalf, the employee may be called and examined as if under cross-examination.
  - iii. 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 on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now, or hereafter may be, recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.
  - iv. The Authority shall be allowed to have at least one (1) employee who may be called upon to testify as a witness present at the arbitration hearing at all times.
  - v. The decision of the arbitrator shall be final and binding on all parties.

#### C. General Provisions Grievances

1. If an employee does not present a grievance or does not appeal the decision rendered regarding his/her grievance within the time limits, the grievance shall be considered resolved.
2. If an Authority representative does not render a decision to the employee within the



time limits, the employee may, within fourteen (14) calendar days, thereafter appeal to the next step in the procedure.

3. If it is the judgment of any management representative that he/she does not have the authority to resolve the grievance, he/she may refer it to the next step in the procedure. By mutual agreement of the Authority and the employee and/or his/her representative, Step 1 of the grievance procedure may be waived.
4. Upon prior written consent of the parties (i.e., the representatives of the Authority and the employee or his/her representative), the time limits at any step in the procedure may be extended.
5. Every reasonable effort shall be made by the employee and the Authority to resolve a grievance at the lowest possible step in the grievance procedure.
6. In order to encourage candid discussion and compromise in attempting to resolve grievances, the Authority and the employee and/or his/her representative agree that the grievance files of the respective parties shall be confidential.
7. If any two (2) or more employees have essentially the same grievance, they may, and if requested by the Authority must, collectively present and pursue their grievance if they report to the same immediate supervisor.
8. If the grievant is a group of more than three (3) employees, the group shall, at the request of the Authority, appoint one (1) or two (2) employees to speak for the collective group.
9. An employee may represent himself/herself or may be represented by his/her representative in the formal grievance procedure.

#### D. Time Off for Processing Grievances

1. Reasonable time off without loss of pay shall be given to:
  - a. An employee who has a grievance, in order to attend a meeting with his/her supervisor or other person with authority to resolve the matter, as prescribed herein.
  - b. An authorized grievance representative, in order to attend a meeting with the represented grievant's supervisor or other person with authority to resolve the grievance, or to obtain facts concerning the action grieved through discussion with the grievant or other employees.
2. The following restrictions shall apply in all cases to activities related to processing a grievance:
  - a. Before performing any activities related to processing a grievance during work hours, the grievant or grievance representative shall obtain permission of his/her

supervisor, if applicable, and shall report back to the supervisor when the activity is completed.

- b. Neither the grievant nor the grievance representative shall interrupt or leave his/her job to perform such activities unless his/her supervisor determines that such interruption or absence shall not unduly interfere with the work of the unit in which the grievant or representative is employed. However, an effort shall be made to grant such time off as soon as it is feasible to do so.
- c. When an authorized grievance representative must go into another Section or unit to investigate a grievance, if applicable, the representative shall be permitted to do so provided that:
  - i. The representative checks in and checks out with the supervisor of the unit; and
  - ii. Such investigation will not unduly interfere with the work of the unit.

### **Section 3. Layoffs**

The Authority shall follow the Layoff Procedure set forth in the Personnel and Salary Resolution.

### **Section 4. Probationary Period**

#### **A. New Probation**

##### **1. Full-Time Employee**

A new or reemployed employee who has been out of Authority service for more than two (2) years shall be placed on new probationary period for fifty-two (52) weeks from the date of appointment ending with the first day of the pay period following completion of said period.

##### **2. Part-Time Employee**

A new or reemployed employee who has been out of Authority service for more than two (2) years, employed in a part-time position, shall be placed on new probation for two thousand eighty (2080) paid hours ending with the first day of the pay period following completion of said period.

#### **B. Promotional Probation**

- 1. An employee who is promoted, except on a temporary promotion, shall be placed on promotional probation, except as provided in Section B.2 of this Section.
  - a. A full-time employee shall serve a probation period of fifty-two (52) weeks ending with the first day of the pay period following completion of said period.

- b. A part-time employee shall serve a promotional probation period of two thousand eighty (2080) paid hours ending with the first day of the pay period following completion of said period.
2. When an employee is promoted, demoted or reassigned as a result of the employee's position being reclassified and the class from which the employee is promoted, demoted or reassigned is subsequently deleted or abolished, the incumbent employee shall not be required to serve a promotional probation period.

#### C. Failure of Probation

##### 1. New Probation

An employee on new probation may be released from service at the sole discretion of the Authority at any time without right of appeal.

##### 2. Promotional Probation

- a. An employee on promotional probation may be rejected from probation at any time at the sole discretion of the Authority at any time without right of appeal
- b. When an employee fails his/her promotional probation, the employee shall have the right to return to his/her former class, provided the employee was not in the previous class for the purpose of training for a promotion to a higher class.
- c. When an employee is returned to his/her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class.
- d. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his/her former occupational series closest to, but no higher than, the salary range of the class that the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.
- e. An employee who fails promotional probation shall receive a performance evaluation stating the reason for failure of promotional probation.

#### D. General Provisions Regarding Probationary Periods

1. When an employee's record consists of a combination of full-time and part-time service, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, two thousand eighty (2080) hours shall equal fifty-two (52) weeks.
2. When an employee successfully completes probation, it shall be based upon a written performance evaluation which shall be discussed with the employee. An

employee who is permitted by the Authority to work beyond the end of a probation period shall be deemed to have passed such probation period.

E. Extension of Probation Periods

1. Time away from work (excluding any paid leave) in excess of fifteen (15) cumulative calendar days (including time on light duty,) during probation shall cause the employee's probationary period to be extended by the length of the time away from work.
2. Upon recommendation of the Assistant Chief/Department Head or his/her designee or request of the employee with the concurrence of the Assistant Chief/Department Head or his/her designee, the probationary period of an employee may be extended at the sole discretion of the Human Resources Director for a period not to exceed one hundred eighty (180) calendar days, Such action must approved by the Human Resources Director prior to the employee's probationary period has ended. Denial of a request to extend a probation period (by an employee) shall not be subject to appeal or grievance.

**Section 5. Performance Evaluations**

- A. The Authority shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all employees at least once each year, and, in addition, for employees on probationary status, at least once near the middle of the probation period and prior to the end of the probation period.
- B. The Authority shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.
- C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee.

**Section 6. Personnel Files**

- A. The Authority shall maintain a personnel file for each employee.
- B. Adverse documents prepared by the Authority shall not be included in an employee's personnel file unless a copy is provided to the employee. The employee will have the right to place any comments (in response to the document) on adverse documents which are entered into the employee's personnel file.
- C. An employee shall have the right to inspect and review the contents of his/her personnel file at reasonable intervals including when subject to discipline.
- D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of paragraphs B and C above.

- E. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Human Resources Director and the employee concerned or by an order of an arbitrator or court, unless the particular item is otherwise required by law to be kept.

**Section 7. Association Rights**

**A. Payroll Deductions**

Association membership dues shall be deducted by the Authority from the pay checks/direct deposits of such members. The Authority shall transmit the dues so deducted to the Association on a monthly basis.

**B. Use of Bulletin Board**

Space shall be made available to the Association on Authority bulletin boards, provided such use does not interfere with the needs of the Authority, and material posted is not derogatory to the Authority, Authority employees, or other employee organizations. Material which is derogatory towards any employee or the Authority may be removed by the Authority. Notices shall be dated and signed by the authorized representatives of the Association responsible for their issuance.

**C. Use of Authority Facilities**

With the approval of the Human Resources Director, the Association may hold meetings of their members on Authority property during non-working hours, provided the request is made to the Human Resources Director as to the specific location and dates of the meeting prior to such meeting. Requests will granted if meeting space is available.

**CONTRACT SIGNATURES**

**Orange County Fire Authority  
Managers Association**



Patrick Bauer  
President



Kristen Lee  
Secretary



Jay Barkman  
Treasurer

**Orange County Fire Authority**



Lori Zeller  
Assistant Chief, Business Services



Peter J. Brown  
Labor Negotiator

## APPENDIX A

### ADMINISTRATIVE MANAGEMENT CLASSIFICATIONS

Classes included in the Administrative Management Unit as of July 10, 2015:

0570 Accounting Manager  
1810 Assistant Clerk of the Authority  
1374 Assistant Information Technology Mgr - Customer Relations & Consulting  
1371 Assistant Information Technology Mgr - GIS & Data Management  
1373 Assistant Information Technology Mgr - Infrastructure & Workplace Support  
1372 Assistant Information Technology Mgr - Portfolio & Procurement  
1710 Assistant Treasurer  
0750 Benefit Services Manager  
1820 Clerk of the Authority  
0440 Construction Manager  
0190 Deputy Fire Marshal  
0765 Employee Relations Manager  
1530 EMS Coordinator  
0430 Facilities Maintenance Manager  
0590 Finance Manager  
0280 Fleet Services Manager  
1370 Information Technology Manager  
1630 Legislative Analyst  
1620 Management Analyst  
1540 Medical Director  
0760 Organizational and Development Training Program Manager  
0560 Payroll/Accounts Payable Manager  
0450 Property Manager  
0330 Purchasing and Materials Manager  
0860 Risk Management Analyst  
0870 Risk Management Safety Officer  
0880 Risk Manager  
0550 Senior Accountant  
0740 Senior Human Resources Analyst  
1720 Treasurer

**APPENDIX B**

**SALARY SCHEDULE**